



**REQUEST FOR PROPOSAL
No. JP157212**

**FORESTRY CHEMICAL APPLICATION
AND
SEEDLING PLANTING**

PROPOSAL DUE DATE AND TIME:
December 29, 2011 (2:00 PM, PST)

OSU Procurement and Contract Services Offices are open from 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm.
Offices are closed during the 12:00 noon – 1:00 pm lunch hour.

SUBMITTAL LOCATION:

Oregon State University
Procurement and Contract Services
644 SW 13th Avenue
Corvallis, Oregon 97333

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

- Request for Proposal Issue Date.....December 12, 2011, 2011
- Deadline for Request for Clarification or Change.....December 20, 2011 (2:00 pm, PST)
- Proposal Due Date and Time.....December 29, 2011 (2:00 pm, PST)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 PRE-PROPOSAL CONFERENCE:

A Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE:

The Procurement and Contract Services (PaCS) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below:

1.04 ADMINISTRATIVE CONTACT:

Name: Jodi Pitzer, CPM
Title: Purchasing Analyst III
Telephone: 541-737-3301
Fax: 541-737-2170
E-Mail: Jodi.pitzer@oregonstate.edu

1.05 DEFINITIONS:

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Oregon State University (OSU) Procurement and Contract Services (PaCS) is seeking Responsive Responsible Proposers to submit Proposals for Forestry Chemical Application and Seedling Planting.

2.02 BACKGROUND:

OSU College Forests historically solicited for Chemical Application and Seedling Planting services on an annual basis. The Department has requested that these services are solicited for a multi-year contract to streamline processes and improve efficiencies.

2.03 OREGON STATE UNIVERSITY:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 20,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 SPECIFICATIONS / STATEMENT OF WORK

3.01 SAMPLE CONTRACT:

A sample Contract containing the statement of work and contractual terms and conditions is included at Exhibit A.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below. After verification that the minimum qualifications have been met, OSU will award points based on the level of the Proposer's qualifications.

- a. Proposer has provided similar services to an organization of similar size and scope as OSU.
- b. Proposer possesses a valid State of Oregon Pesticide Consultant license

4.02 PREFERRED QUALIFICATIONS:

OSU will award additional points for Proposers able to meet the preferred qualifications below.

- a. Able to provide all services requested in contract.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSAL:

Submit one (1) original Proposal and one (1) duplicate copies. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below:

5.02 REQUIRED SUBMITTALS:

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation.

Proposers should submit the following information:

- Description of how the services offered specifically meet the Statement of work in section 3.
- Detailed information about how the Proposer meets the minimum and preferred qualifications detailed in section 4.
- Exhibit B, Certifications, fully completed.
- Exhibit C, References, fully completed.
- Exhibit D, Cost Profile, fully completed.

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

The stages of review and evaluation are as follows:

- a. **Determination of Responsiveness:**
OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A proposer has the right to appeal the decision pursuant to OAR 580-061-130(5)(a).
- b. **First Stage Evaluation:**
Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below in section 6.03. Scores will be used to determine Proposer's within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers.
- c. **Second Stage Evaluation:**
If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:
 - i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.

- ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below in section 6.03.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 NEGOTIATIONS:

OSU may commence serial negotiations with the highest-ranked Proposer or commence simultaneous negotiations with all eligible Proposers. OSU may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Any other terms and conditions determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation. Accordingly, Proposers will not submit and OSU will not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal sufficiency review or execution of the Contract.

6.03 EVALUATION CRITERIA:

Points will be given in each criteria and a total score will be determined. The maximum points available for each criteria are identified below.

<u>Evaluation Criteria:</u>	<u>Points:</u>
Proposal relative to the required Specifications/Statement of Work	60
Proposers qualifications relative to the preferred qualifications	10
Price of the goods or services	<u>30</u>
Total	100

6.04 INVESTIGATION OF REFERENCES:

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether

gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES:

This RFP is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.

7.02 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.03 ADDENDA:

Only documents issued as Written Addenda by PaCS serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. PaCS will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you should consult the OUS procurement website, prior to Proposal submittal, to assure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

7.04 PREPARATION AND SIGNATURE:

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

7.05 PUBLIC RECORD:

Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.06 SUBMISSION:

Proposals must be submitted in a sealed envelope and be delivered to the submittal location listed on the Request for Proposal cover sheet no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. **E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

7.07 MODIFICATION:

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

7.08 WITHDRAWALS:

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

7.09 LATE SUBMITTALS:

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time. OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120.

7.10 PROPOSAL OPENING:

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.11 PROPOSALS ARE OFFERS:

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

7.12 CONTINGENT PROPOSALS:

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.13 RIGHT TO REJECT:

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.14 AWARDS:

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.15 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed for legal sufficiency by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal sufficiency review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.16 PROPOSAL RESULTS:

A notice of intent to award containing the Proposal results will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PaCS Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU.

7.17 PROPOSAL PREPARATION COST:

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

7.18 PROPOSAL CANCELLATION:

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.19 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

Any Proposer who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

EXHIBIT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

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**OREGON STATE UNIVERSITY
CONTRACT FOR THE PURCHASE OF
FORESTRY CHEMICAL APPLICATION
AND
SEEDLING PLANTING**

CONTRACT NO. JP157212

This Contract is between the State of Oregon acting by and through the State Board of Higher Education on behalf of Oregon State University and its College Forests ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number JP157212 entitled Forestry Chemical Application and Seedling Planting and was selected as the Proposer best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of last signature and expires on December 31, 2012. This Contract may be renewed, upon mutual agreement of the parties through written amendment, for two (2) additional one (1) year terms based on the current terms and conditions provided that the total Contract Term does not extend beyond December 31, 2014 or as otherwise allowed by law.

Exact areas for chemical application and planting will vary per year. These areas will be identified annually by the OSU Departmental Administrator. If OSU opts to renew this contract for subsequent years, a revised Attachment A will be negotiated to cover all areas for the new Contract Term. All revisions will not be valid until an Amendment to the Contract has been finalized.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished.

This Contract may also be terminated by OSU for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract

in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default, OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduce price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

2. STATEMENT OF WORK:

A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Contractor shall provide OSU with the following services during the Term of this Contract:

Contractor shall provide chemical application and seedling planting services on any forest owned or managed by OSU. These forests are located in the counties of Columbia, Benton, Polk, and Clackamas, Oregon.

I. GENERAL CONTRACT REQUIREMENTS

- i. Pre-work Meeting: Prior to commencement of any work, OSU will hold an operational meeting with the Contractor to schedule work and review the Contract requirements. The Contractor shall do no work before said meeting. The purpose of this meeting will be to clarify any questions regarding the Contract specifications.
- ii. Watershed Protection: Contractor shall take all precautions necessary to protect the watersheds from damage and to prevent pollution to the water supply. Precautions shall include, but not be limited to the following regulations.
 1. Laws, Rules and Regulations: Comply with Oregon laws and with the rules and regulations of the Oregon State Board of Health relative to protection of watersheds and sanitation of public water supply.
 2. General Sanitary Conditions: Do not create any conditions which may permit breeding of flies or mosquitoes. Machinery, equipment, soil, and fuel storage shall not be located near streams, as approved by OSU Departmental Administrator.
 3. Personnel. Persons with a history of typhoid fever, amoebic dysentery, or infections hepatitis shall not be employed on the

watershed. Contractor shall verbally instruct all personnel employed on the watershed in the required sanitary precautions.

4. Overnight Camping Prohibited. No person shall remain on the watershed overnight, unless authorized in writing by OSU.
- iii. Safety. Contractor shall be solely responsible for the safety of all equipment used and all personnel employed by or working under the direct supervision and control of the Contractor.
- iv. Fire Prevention. Contractor shall take adequate measures for the prevention and suppression of fire in conformance with the requirements of the Oregon statutes and the State Forester's regulations.
- v. Cleanliness. Contractor shall be responsible for maintaining a clean work area at all times. All containers, debris and other associated materials shall be cleaned up at the end of each operating day. This shall include any personal litter that may result from Contractors activities.
- vi. Spill Responsibility. Contractor will be held responsible for any and all releases of environmental pollution during performance of the Contract which occur as a result of, or are contributed to by, actions of its employees, agents, personnel, or sub-contractors. Contractor agrees to promptly dispose of such spills or leaks to the satisfaction of OSU and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to OSU.

II. CHEMICAL APPLICATION

Chemical Application Management:

Contractor shall provide management of the chemical application. This includes, but is not limited to the following:

- i. Perform project unit layout work, prepare treatment prescriptions and obtain all applicable permits.
- ii. Provide a written Drift Control plan for each work area.
- iii. Supply weather information and application data to include:
 - a. Date
 - b. Tract name
 - c. Herbicide and rate applied
 - d. Wind information
 - e. Temperature
 - f. Sky condition
- iv. Furnish, at Contractor's sole expense,
 - a. All equipment necessary to tank mix and agitate all herbicide rates.
 - b. All equipment, to be of a type approved by the Federal and State agencies governing the work to be performed necessary to apply required treatment prescriptions.
 - c. All equipment necessary to insure the work performed is done in a safe efficient manner.
 - d. Personnel to operate all required equipment. Personnel will hold any and all Federal or State certifications as required by all Federal and State agencies governing the work to be performed.
 - e. Furnish all chemicals and oils necessary for treatment of specified acreage.
 - f. Supervision of project(s) to completion
 - g. Proper container preparation and disposal of all herbicide and fertilizer containers as prescribed by applicable local, State and Federal laws.
- v. Maintain an untreated 200 foot buffer along residential property lines, untreated 100 foot buffer along agricultural property lines and untreated 100 foot strip or buffer along property lines, public roads and any other features to ensure no off site application, unless specified otherwise by OSU.
- vi. Maintain adequate buffers to all other features within the treatment area which should be excluded from treatment including, but not limited to, Public Roads and Right-of-Ways. If at any time the Contractor is unsure of the areas to be treated, it shall cease application immediately and seek clarification from OSU.

- vii. Shall be solely responsible to ensure that 100% of the products applied to the application area do not exceed the boundaries of the designated area, are not applied on flowing or open water or specified buffer zones in any fashion.
- viii. Shall be solely responsible to ensure that applications are done according to the guidelines of current Forest Practices, accepted Forest Practices Notification and any applicable injunctive buffer restrictions.
- ix. Shall make the final determination, based on wind speed or other weather conditions if any application operations will be conducted. In the event operations are presented with adverse weather conditions, Contractor will have no liability for direct, indirect or consequential damages as a result of the termination.
- x. Any portion of an area found by the Contractor not treatable due to legal, environmental, operational or adjacent land liability problems will not be treated until the issues can be resolved by OSU. If the issues cannot be resolved, that section of the area will be removed from the area to be serviced.

Specifics for Aerial Chemical Application:

Contractor shall provide the additional requirements for aerial application to include, but not be limited to, the following:

- i. All necessary helicopter or aircraft with an appropriate airworthiness certificate.
- ii. A fully qualified, experienced and licensed pilot to pilot the aircraft
- iii. All additional personnel, ground equipment, fuel for the aircraft, supplies, equipment and labor incidental to the supervision of the work, operation and maintenance of the aircraft and other equipment to insure proper performance and application of the work requested.
- iv. Pre-application flights to ensure applicators identification of treatment area and its features is properly identified.
- v. Review of current weather, environmental and site conditions to ensure that absolutely none of the applications occur outside the unit boundaries, upon any flowing or open water, including any designated buffers.

OSU Responsibilities:

OSU will provide the following materials and services:

- i. Maps, drawings and/or photographs as may be necessary to clearly and properly identify the acreage to be treated.
- ii. Filing of permits prepared by the Contractor after review and approval of unit layout work, treatment prescriptions and preoperational cost estimates.

- iii. Assistance for on ground marking on projects having excessive stream buffer requirements or road access characteristics.
- iv. Adequate access to each tract for the purpose of motor vehicles to travel to and from each tract.
- v. Landing areas for use by the Contractor to be located near the areas to be treated. Landing areas will be at a location within one-half mile from the application area, at a location prescribed or designated by State herbicide regulations or at a distance that is mutually agreed to by OSU and Contractor.
- vi. Preparation and Maintenance of landing areas to be at OSU's expense.
- vii. Additional support personnel needed to control access points to units during application. This will include providing traffic control on units adjacent to or including public roads.
- viii. Upon prescription approval, OSU will execute the permits prepared by the Contractor. OSU shall provide assistance for on ground marking on projects having excessive stream buffer requirements or road access characteristics.

III. PLANTING SERVICES

Contractor shall provide the service of seedling planting in forests owned or managed by OSU as outlined below.

Contractor Responsibilities:

The Contractor will be required to provide the following service, personnel, materials and equipment:

- i. Identify a primary and secondary person responsible for all work and Contract oversight for the Contract Term. Contractor shall provide to OSU the names, addresses, and telephone numbers of such person(s) and shall keep this information current at all times.
- ii. Assign non-planting foreman to provide regular monitoring of planting quality and spacing
- iii. Obtain and pay for required state and/or local permits as necessary.
- iv. Maintain a six (6) person crew, at minimum with a maximum crew size of twelve (12).
- v. Delivery of seedling from the contracted seedling grower location utilizing a container that allows air circulation but does not damage seedlings. Growers will vary per planting year. Specific seedling growers will be identified in Attachment A for each Contract Term.
- vi. Store seedlings in suitable facilities for keeping seedlings out of sun and wind in a refrigerated van until planted.

- vii. Read and comprehend the planting maps detailing the location of the planting units and spacing of the seedlings.
- viii. Maintain a copy of the current contract specifications at the job site(s) at all times.
- ix. Keep a tally of seedlings planted for each day by job site and species.
- x. Provide all equipment necessary to complete the work specified in the contract (i.e., planting shovels, planting bags, tubing bags)
- xi. Provide all required safety equipment and training for employees to complete the work specified in a safe and efficient manner.
- xii. Planting of seedlings as outlined in Planting Specifications in Attachment B.

OSU Responsibilities:

OSU will provide the following materials and services:

- i. Maps of the planting units.
- ii. The Departmental Administrator or a designated representative to work with the Contractor to identify the areas and access roads for planting of each identified area.
- iii. Inspect work for compliance with the contract.

B. ACCEPTANCE OF SERVICES.

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the services, require Contractor to correct any defects without charge, or OSU will reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may reject the services and cancel the Contract in whole or in part.

C. BUSINESS REVIEWS.

Contractor will participate in Business Reviews as requested by OSU Procurement and Contract Services. Business Reviews will be scheduled by the Contract Administrator in OSU Procurement and Contract Services and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

3. **COMPENSATION:**

A. BASIS OF PAYMENT FOR SERVICES.

OSU shall pay Contractor all amounts due for services completed and accepted by OSU based on acreage treated or planted per rates as outlined in Attachment A. Invoiced amount will not exceed preoperational estimates that are provided and accepted by OSU prior to each area to be treated or planted.

B. GENERAL PAYMENT PROVISIONS.

Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:

- a. The Contract number;
- b. A description of services performed, including the dates services were performed, all deliverables delivered during the period of the invoices, the rate or rates for services performed, and the total cost of services;
- c. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract;
- d. The total amount due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department to which the services were provided if a Department Administrator is not specified.

OSU shall pay Contractor for services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU contracts is normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance (ORS 293.462).

4. **INSURANCE AND INDEMNIFICATION:**

A. LIABILITY INSURANCE.

During the term of this Contract, Contractor shall maintain in force at its own expense the following insurances, if marked, to cover injury, death, errors, omissions or negligent acts related to the goods or services provided under this Contract in the amounts listed below.

- Commercial General Liability
- Professional Liability
- Automobile and Aircraft (Helicopter) Liability
- Aircraft Aerial Application Liability

Contractor shall ensure that insurance policies are issued by an insurance carrier authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. Contractor shall ensure that OSU's employees and agents are included as additional insureds in said insurance policy.

Limit for any single claimant per occurrence:

From commencement of the Contract term to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Limit for all claimants per occurrence:

From commencement of the Contract term to June 30, 2012: \$3,400,000.

July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 3 (Senate Bill 311).

Property Damage:

Limit for any single claimant per occurrence: \$101,400.

Limits for all claimants per occurrence: \$506,900.

This amount is effective on July 1, 2011 – June 30, 2012 and will be adjusted every year thereafter as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, paragraph 5 (Senate Bill 311).

B. WORKERS' COMPENSATION.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

C. PROPERTY INSURANCE.

The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

D. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and OSU's insurance is excess and solely for damages or losses for which OSU is responsible.

E. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the OSU Contract Administrator, upon request. In such case, Contractor shall ensure that the Certificate(s) specifies all additional insureds (or loss payees). Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

F. NOTICE OF CANCELLATION OR CHANGE.

Contractor shall not cause or permit any cancellation, material change, potential exhaustion of aggregate limits or notice of intent not to renew insurance coverage(s) without 30 days' written notice from the Contractor or its insurer(s) to OSU's Contract Administrator.

G. INDEMNITY AND RESPONSIBILITY FOR DAMAGES.

- a. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Contractor, its subcontractors, or employees under this Contract. Contractor shall save, defend, indemnify, and hold harmless OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract.
- b. Without limiting the generality of this section a., Contractor expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Contractor with prompt written notice of any infringement claim.
- c. Contractor shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

5. GENERAL TERMS AND CONDITIONS:

A. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making

audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at anytime. Contractor shall bear the full cost of such independent third-party audit.

B. ASSIGNMENT/SUBCONTRACT/SUCCESSORS.

Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department, and any attempt by Contractor to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement and Contract Services Department, is void. No such written approval from OSU relieves Contractor of any obligations of this Contract, however, and any assignee, new owner, transferee or subcontractor will be considered an agent of Contractor. Contractor shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

C. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Contractor that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon.
- b. Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

D. COMPLIANCE WITH APPLICABLE LAW.

The parties shall at all times comply with all federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

E. CONFIDENTIALITY.

This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

F. EXECUTION AND COUNTERPARTS.

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

G. FORCE MAJEURE.

Neither OSU nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

H. GOVERNMENT EMPLOYMENT STATUS:

Contractor certifies that it is not currently employed by the federal government and not an employee of OSU.

I. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265.

J. NOTICE.

All notices or other communications under this Contract must be in writing and, unless otherwise expressly set forth in this Contract, shall be delivered in person, by email (and confirmed by mail), first class mail, fax (and confirmed by mail), registered or certified mail, or overnight delivery service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the party to be notified.

<u>OSU Contract Administrator</u>	and:	<u>OSU Departmental Administrator</u>
Jodi Pitzer, CPM		Brent Klumph
Purchasing Analyst III		Manager – Timber Program
644 SW 13 th		8692 Peavy Arboretum Road
Corvallis, OR 97333		Corvallis, OR 97330
541-737-3301		541-737-6594
541-737-2170 fax		
Jodi.pitzer@oregonstate.edu		Brent.klumph@oregonstate.edu

CONTRACTOR Contract Administrator
[Name]
[Title]
[Address]
[City, State, Zip]
[Phone Number]
[Fax Number]
[E-Mail Address]

K. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its Attachments, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

L. OSU NAME AND TRADEMARK.

Contractor's shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

M. PARKING.

All Contractors, vendors and commercial vehicles on the OSU campus are required to have a permit to park, whether utilizing designated street parking or parking in the parking lots. Permits are available for purchase at Transit & Parking Services, located in Adams Hall, 606 SW 15th Street.

N. *(OPTIONAL CLAUSE: Include the following only if Contractor agrees in Attachment B - Certifications, Section IV. Permissive Cooperative Procurements.)* PERMISSIVE COOPERATIVE PROCUREMENTS.

Contractor agrees to make prices offered under this Contract available to other Oregon public agencies upon the same terms and conditions set forth in this Contract. The prices offered to other public agencies shall be at the same rate as offered to OSU. OSU does not guarantee purchases from any other public agencies. Any purchases pursuant to this Contract by a public agency other than OSU are directly between the Contractor and the public agency and the obligations and rights of OSU under this Contract, except for the Administrative Fee (which shall be paid to OSU and not to the other public agency), are that of the other public agency. Contractor shall provide written notification to OSU when a new public agency begins

utilizing this Contract. The total expenditures of other public entities shall be included in the volumes reported to OSU and included in the calculation of the Contract Administrative Fee. Should the total purchases by OSU and other public entities collectively trigger any volume discounts, Contractor shall apply such discounts to fees charged to OSU.

O. RECYCLABLE PRODUCTS.

Contractors will use recyclable products to the maximum extent economically feasible in the performance of the Contract.

P. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION:

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

Q. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

R. SEVERABILITY.

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

S. SEXUAL HARASSMENT.

The State Board of Higher Education has adopted policies applicable to Contractors that prohibit sexual harassment, and Contractor's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

T. SURVIVAL.

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

U. NO THIRD PARTY BENEFICIARY.

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties.

V. WAIVER.

The waiver by either party of any breach of this Contract by the other party shall not waive subsequent breaches of the same or different kind. The failure of either party to enforce any rights under this Contract in a particular instance shall not operate as a waiver of said party's right to enforce the same or different rights in subsequent instances.

W. ENTIRE CONTRACT.

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. No amendment, consent, or waiver of terms of this Contract shall bind either party unless in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

6. PROTECTION OF CULTURALLY SENSITIVE AREAS:

Location of known historic or prehistoric sites, buildings, objects and properties relating to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by Federal and State laws including but not limited to the National Historic Preservation Act (NHPA) of 1966, Section 106, codified in 36 DFR Part 800 (Protection of Historic Properties), ORS 97.740-97.760, 97.990(5) and (6), 358.635-358.653, 358.680-358.690, 358.905-358.961, 390.235-390.240 and OAR Chapter 736, Division 51 shall be identified on the ground with red flagging and white flagging with red dots by OSU College Forests and shown on Contract maps. OSU College Forests may unilaterally modify or cancel all or portions of this Contract to protect an area, object of antiquity, artifact, or similar object which is or may be entitled to protection under these statutes and rules regardless of when the area, object or artifact is discovered or identified.

7. CERTIFICATIONS AND SIGNATURES:

This Contract must be signed in ink by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- C. Pursuant to OAR 580-061-0030, Contractor certifies that Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

D. The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____ Date: _____

By: _____

Title: _____

OSU:

Signature: _____ Date: _____

By: _____

Title: _____

DRAFT

ATTACHMENT A

COST PROFILE

(To be completed in final contract)

DRAFT

ATTACHMENT B

SEEDLING PLANTING SPECIFICATIONS

1. PLANTING SITE SELECTION & TOOL USE:

A. PLANTING SPOTS

- A planting spot is defined as a location where a seedling can be planted with reasonable and safe effort and where there is enough soil for the seedling to survive and grow satisfactorily.
- Planting spots shall be selected to take advantage of stumps, logs, dead brush, and terrain features which provide partial protection from sun, wind, animals, loose debris, and other agents detrimental to survival and growth. (See Planting Diagrams and Examples, Attachment C)
- Examples of unacceptable planting areas include, but are not limited to, game trails, mountain beaver holes, cut banks, rock outcroppings, dense slash piles, swampy ground and fills. Extra effort will be necessary to locate suitable planting spots in areas covered by slash or brush.
- No seedlings will be planted within fifteen (15) feet of a road. Planting diagrams and examples will be provided by the OSU Departmental Administrator upon request.

B. SCALPING

- All debris, including compacted slash, duff, ashes, rotten wood, and loose rock must be removed from the planting area for a minimum distance of six inches radius from the planted seedling, provided such material is no more than one foot in depth.

C. PLANTING TOOLS

- A planting hoe or shovel is required to plant seedlings. The tool shall be capable of opening a hole of sufficient width and depth to fully accommodate the roots of the seedlings to be planted.
- Contractor will provide a container or planting bag (referred to as planting bag throughout the balance of this Attachment) that is windproof, of a size sufficient to keep the roots and 50% of body of the seedlings out of the sun and wind and free of holes.
- OSU retains the right to require the use of specific planting tools to produce the proper planting of the seedling if problems arise with the tools being used by the contractor.

2. SEEDLING HANDLING SPECIFICATIONS:

- Original seedling containers (bags and/or boxes) will be opened only as needed. Partial containers will be closed securely. All partial containers will be utilized first each planting day.

- All seedlings placed in planting bags must be planted before lunch or breaks are taken and before completing the day's work.
- The volume of seedlings in each planting bag must not cause damage to the root or stem cambial layers of the seedling. OSU has the right to require fewer seedlings per bag if the OSU observes damage occurring.
- Seedlings are fragile. Planting bags will not be thrown or sat upon and will be handled with care.
- Only the seedling to be planted at the spot will be removed from the planting bag, and only after the hole is prepared for it.
- No seedling roots will be pruned in the field. Seedling roots will not be hit on the ground. Seedlings will not be shaken excessively to remove mud or stripped to straighten.
- Contractor will cull obviously diseased or damaged seedlings. Culled seedlings will be given to the OSU Departmental Administrator or authorized representative for inspection.
- When weather is marginal, OSU retains the right to require fewer than the normal number of seedlings be put into the planting bag to reduce exposure.
- In the event that handling specifications are violated, OSU can shut down the planting operation until the Contractor can demonstrate that the handling problems have been corrected.

3. SEEDLING PLANTING SPECIFICATIONS:

- Each seedling will be suspended near the center of the hole with the roots in a natural arrangement (i.e., no "J" or "L" roots) and at a depth so that after filling, packing and leveling, the soil comes to a point midway between the root collar and the lower branches or needles. No portion of the roots will be doubled up, twisted, tangled or bunched. No slit planting or palming will be allowed. See Planting Diagrams and Examples, Attachment C for rooting examples.
- Each seedling will stand erect and perpendicular to the horizontal plane, not the slope of the ground. When transplanting seedlings with bent stems, the roots shall be placed vertically, disregarding the stem position.
- Moist mineral soil (No organic matter) will be filled in and firmed around the roots. Care will be taken not to strip the bark from the seedling with the boot or tool when firming the soil. The soil must be smoothed to the level of the surrounding soil surface with no depression. The seedling must be firm enough so that it will not pull loose with a tug strong enough to detach a group of needles.

- Seedlings will **NOT** be planted under the following weather conditions:
 - i. The soil is frozen to a depth of one-half inch or greater.
 - ii. Snow or ice cannot be kept out of the planting hole, or if there is more than one inch of snow on the ground.
 - iii. Air temperature is less than 32 degrees, or greater than 65 degrees or as follows:

Air Temperature (Degrees F)	Relative Humidity (Percent)
35-40	35
41-45	40
46-50	45
51-55	50
56-60	55
61-65	60

- iv. Average wind velocity is greater than 20 mph (disregard if it is raining).
- Planting quality will be deemed unacceptable if the following are found:
 - i. Seedlings are planted under weather conditions as described in the previous paragraph.
 - ii. Seedlings are planted so that there is vertical or horizontal movement without pulling needles free.
 - iii. The stem or roots are not in a vertical position.
 - iv. The root collar is above the ground level of a firmly planted seedling.
 - v. Roots are exposed, in a "J" or "L", twisted, stuffed, stripped, or in other than a near natural position.
 - vi. Bark is scraped off the seedling.
 - vii. Seedlings planted in an unsuitable location.
 - viii. Discarded, dropped, or hidden seedlings.
 - ix. More than one seedling in an acceptable planting spot (too close to a natural or planted seedling, more than one seedling in the same hole.)
 - x. Each seedling above or below the desired species ratio.
 - xi. Improper handling of seedlings resulting in seedling damage.
 - xii. Occurrence of root stripping or root pruning.
 - xiii. Seedling roots are not kept adequately moist in the planting bag.

4. INSPECTION AND QUALITY SPECIFICATIONS:

A. Unit inspections:

- Each unit will be inspected individually at time of planting
- Inspection plots, as defined in section 4.B., will be utilized to sample all planting and conditions in the unit.
- Inspection will be done jointly by the Contractor and OSU.

B. Plot inspection:

- Plots will be variable radius plots based on the desired seedlings per acre (See below). A minimum of two plots per acre will be evaluated. One plot will be a seedling count only plot. This plot will determine the number of well-spaced seedlings. The second plot will be a seedling quality plot. On this plot all planted seedlings will be dug to evaluate the quality of planting and determine the number of well-planted seedlings.

Spacing (Feet)	Plot Radius (Feet)
7 x 7	7.9
8 x 8	9.0
9 x 9	10.2
10 x 10	11.3
11 x 11	12.4
12 x 12	13.5

- The following information will be recorded from each seedling count plot:
 - Total number of seedlings planted.
 - Target number of well-spaced planted seedlings for that plot based on spacing specifications, plantable spots, and existing naturals.
 - Actual number of well-spaced planted seedlings that meet spacing requirements.
 - Number of natural seedlings present.
- The following information will be recorded from each seedling quality plot:
 - All count plot information
 - Number of planted seedlings that meet all applicable above and below ground quality specifications.
 - Reasons for each seedling that receives an unsatisfactory rating.

C. Quality Specifications:

- A 10% overrun and 5% under-run in the number of planted and natural seedlings is allowed for the selection of the best planting spots.
- A distribution percentage will be determined in the following manner:

$$\% \text{ Distribution} = \frac{\text{Actual number of planted and/or natural seedlings} \times 100}{\text{Target well-spaced planted seedlings}}$$

For example, on 10 plots the desired number of seedlings will be 40. Minus 5% of the seedlings will be 38, and plus 10 percent of the seedlings will be 44. Every seedling over 44 or under 38 will be an unacceptable seedling.

- A quality percentage will be determined in the following manner:

$$\% \text{ Quality} = \frac{\text{Satisfactorily planted seedlings} - \text{number of seedlings under or over the distribution} \times 100}{\text{Satisfactory} + \text{unsatisfactory}}$$

- Seedling planting quality must be 90% or higher or planting will stop.**

5. PLANTING CORRECTIVE ACTIONS:

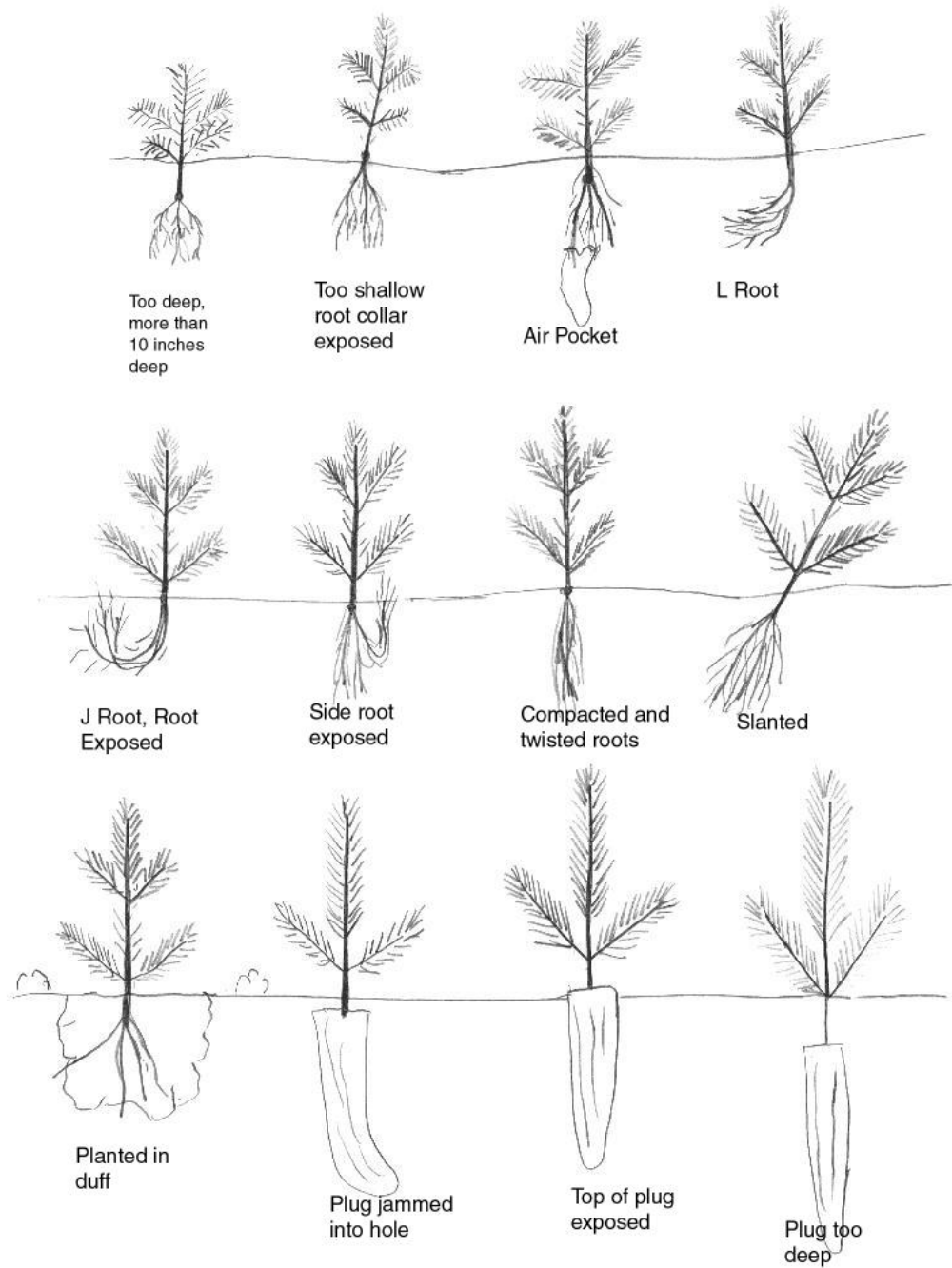
A. Procedure in unsatisfactory planting occurs:

- Distribution
 - i. If the percentage of distribution is found to be below 90 percent at any time, OSU will immediately notify the Contractor.
 - ii. Contractor shall replant any area which has a less than 90 percent distribution. Supplemental seedlings will be evenly distributed as far from previously planted seedlings as possible.
 - iii. No payment for the unit will occur until the corrections are complete and verified with a re-inspection.
 - iv. Failure to raise subsequent plot inspections of current plantings or new plantings to 90 percent or greater may constitute a default under this contract

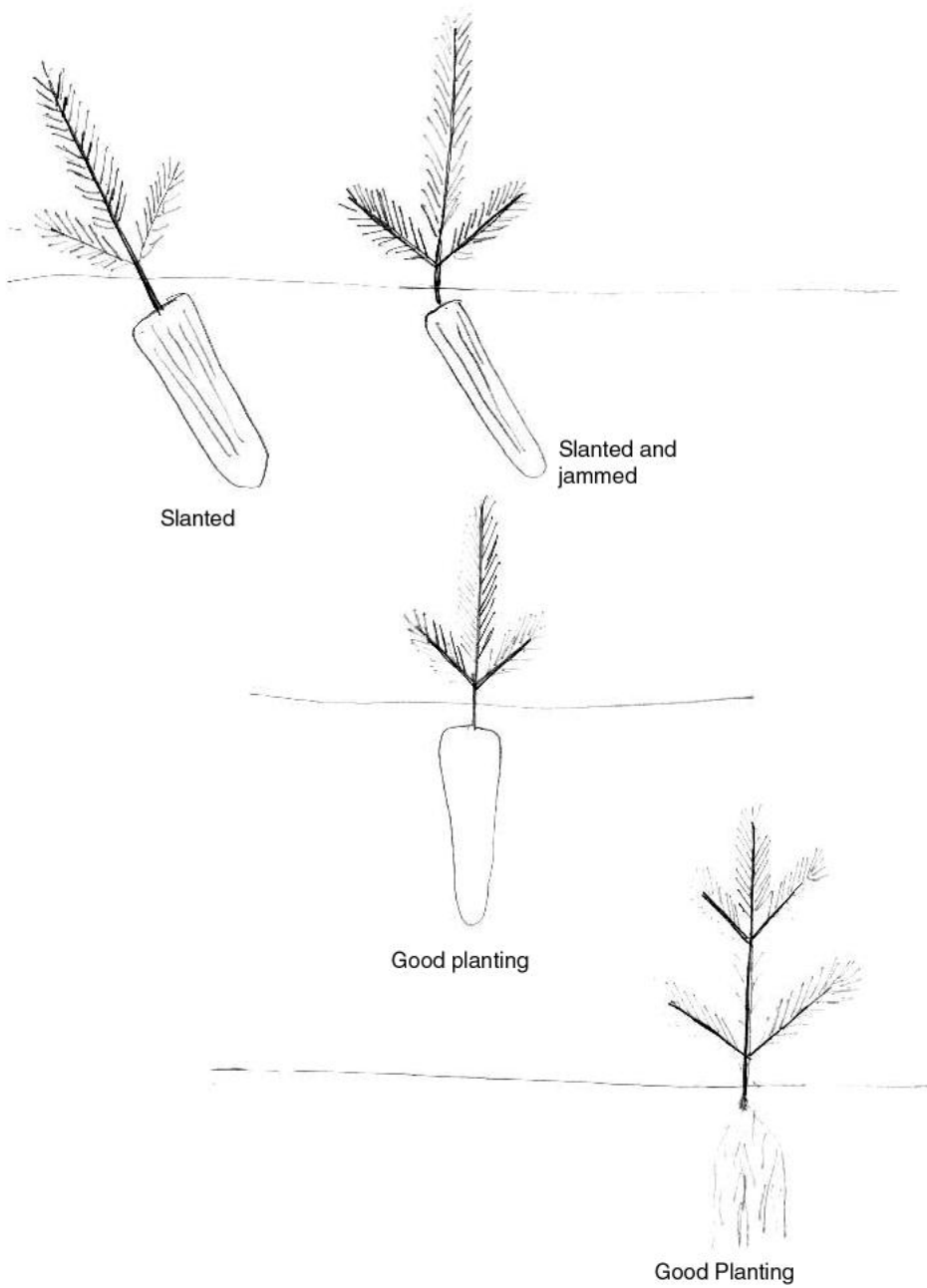
- Quality
 - i. If the percentage of quality is found to be below 90 percent at any time, OSU will immediately notify the Contractor.
 - ii. Payment will be based on planting quality, by unit.
 - a. 95-100% quality=100% payment; 90-94% quality = a 2% decrease in payment, per each 1% decrease in planting quality down to 90%.
 - b. If planting quality drops below 90 percent, planting will stop.**
 - c. Percent rating is done on a per unit basis. For example if Unit 1 planting quality is 96%, payment is 100%. If Unit 2 planting quality is 93%, payment is 96%.
 - iii. If OSU requires a replant due to poor quality, the contractor will assume all costs.
 - iv. Failure to raise subsequent planting to 90 percent or greater may constitute a default under this agreement.

Attachment C

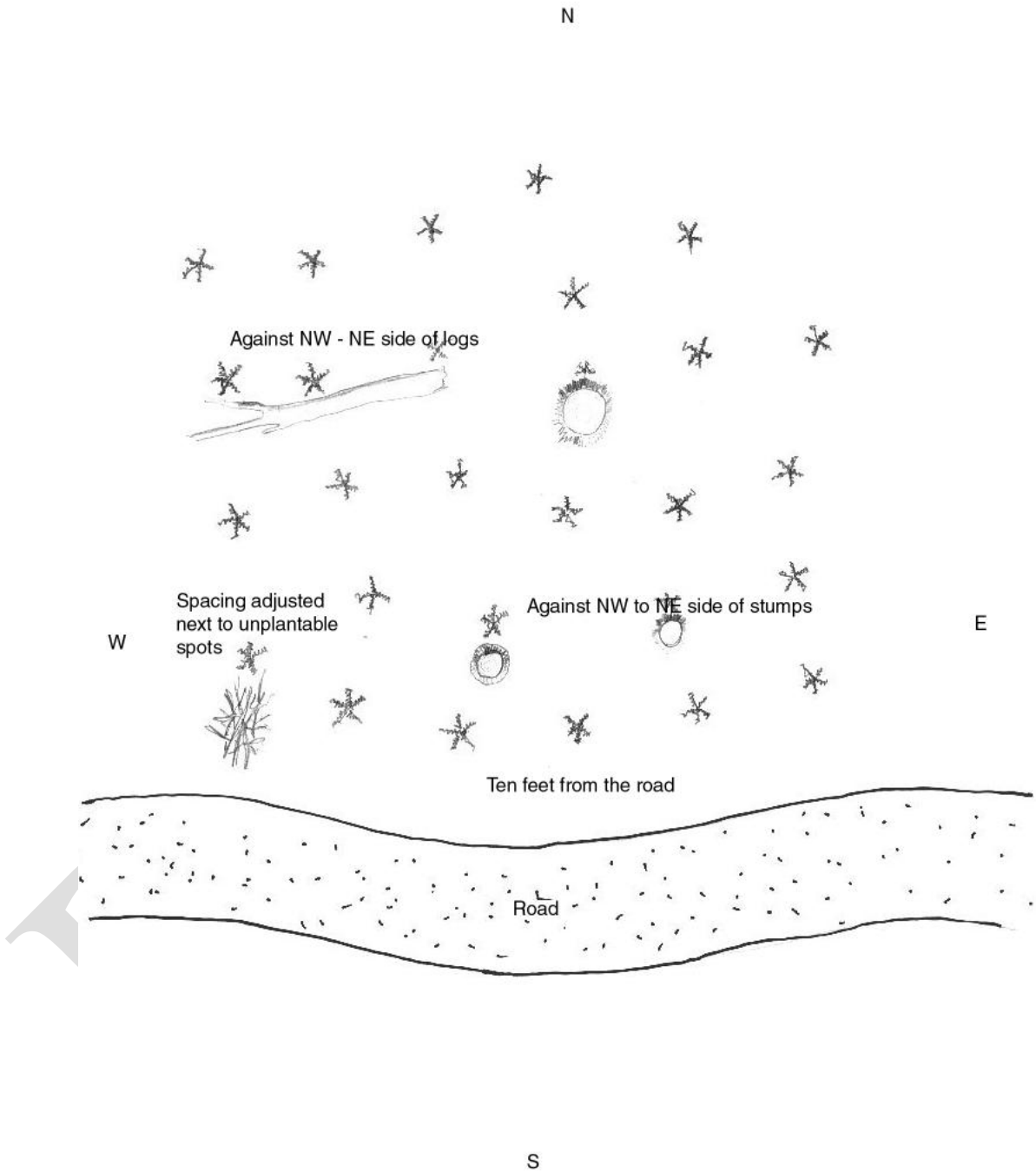
Planting Examples



Planting examples continued



Spacing Examples



**EXHIBIT B
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
- disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(_____)_____

Title: _____ Fax:(_____)_____

FEIN ID# or SSN# (required): _____ Email: _____

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority, Women & Emerging Small Business (MWESB) Certified Firm: Yes No

If yes, Minority, Women & Emerging Small Business (MWESB) Certification Number: _____

**EXHIBIT C
REFERENCES**

REFERENCE 1

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 2

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 3

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

**EXHIBIT D
COST PROFILE**

2012 Planting Pricing

Tract	Unit	Acres	Price Per 1000
*Units planted at a 10 X 10 spacing			
McDonald - Dunn	Berry Harvest	45	\$ _____
McDonald - Dunn	Koller 11	10	\$ _____
*Hourly Rate Per Worker (tubing & staking ONLY)			\$ _____

* Planting bids for the McDonald-Dunn College Forests will be on a Per/1000 basis with the exception that it will be allowed to bill hourly for the additional time required for tubing and staking if required by OSU.

*Contracted Seedling Producers for planting year:

- 2012 Lava Nursery, Parkdale, OR
- 2013 Lava Nursery, Parkdale, OR / IFA Nurseries, Inc., Canby, OR
- 2014 Lava Nursery, Parkdale, OR

2012 Chemical Application Pricing

County	Ground Herbicide Application Per/Acre	Aerial Herbicide Application Per/Acre
Benton	\$ _____	\$ _____
Columbia	\$ _____	\$ _____
Clackamas	\$ _____	\$ _____
Polk	\$ _____	\$ _____

*Chemical bids will include application fee only and will not include chemical fee. Additional chemical costs will be negotiated with OSU once a prescription has been determined.

CHEMICAL RATES:

Discount off List Price _____ %

All estimates and invoices to show current market price, discount offered and net price due.