



**REQUEST FOR QUALIFICATIONS
No. JF159941Qu**

LOG MILLING SERVICES – SMALL LOTS

QUALIFIED POOL

For the time period:
May, 2013 – April, 2018

SUBMITTAL LOCATION:

Oregon State University
Procurement and Contract Services (PaCS)
644 SW 13th Street
Corvallis, Oregon 97333
(541) 737-4261

1.0 INTRODUCTION

1.01 Introduction:

This Request for Qualifications (RFQu) is to establish a Qualified Pool of vendors providing log milling services. Companies accepted into the pool are prequalified to provide log milling services to Oregon State University (OSU). Logs may be delivered from any of the forests managed by OSU.

Acceptance into the Qualified Pool only signifies an entity has prequalified and does not obligate OSU to make an Award. Awards, defined as the acceptance by OSU of the Purchasers' quote, will be issued on a case by case basis as projects occur. The Qualified Pool process was designed to create a group of vendors who are prequalified to do the work described in this RFQu. As projects come up within departments they can request a list of those vendors who have prequalified and may choose to request a quote with any vendor meeting the qualifications of this RFQu.

1.02 Background:

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, master's and doctoral degrees through 12 academic colleges enrolling more than 25,000 students from every county in Oregon, every state in the country and more than 90 nations.

Oregon State University's College of Forestry (COF) has been educating professionals for a century. The COF has earned a reputation as a world-class center of teaching and learning about forests and related resources. COF operates about 14,000 acres of [College Forests](#), most of it within minutes of campus.

2.0 SCOPE OF WORK AND REQUIRED QUALIFICATIONS

2.01 Scope of Work

- OSU or its designated agent will perform all loading and hauling.
- OSU makes no guarantee as to the quantity, quality, or value of the logs to be sold. However, OSU will use reasonable efforts to attempt to meet purchaser's preferred length requirements.
- All logs shall be scaled at Purchaser's expense by an OSU accepted certified bureau scaler. Purchaser shall scale logs for both gross and net volume using scribner decimal C rule. Purchaser shall designate on the certificate all logs by grade and a breakdown of any grade, if paid at more than one price.
- Purchaser agrees to comply with all requirements set forth by OAR 576-080-0005 to 576-080-0045, including but not limited to the prohibition on export and the requirements regarding log branding and marking.
- Both parties shall use reasonable efforts to ensure an even flow of logs throughout the specified project.
- Purchaser must identify any daily shipment quotas at time of bid. If Purchaser identifies daily shipment quotas, OSU reserves the right to award to another proposer or one or more additional proposers in order to complete the harvest in a timely manner.
- For each sort or product category, the high bid per sort or product category shall be that bid which is greatest after subtracting transportation costs. If a tie bid occurs, OSU will award the project based on the order of precedence in OAR 580-061-0125.

- OSU may request pricing of Purchaser for specific timber sale projects throughout the life of this Qualified Pool. Upon receipt of such a request, Purchaser may respond to the request with a fixed-price in accordance with the specific project.

2.02 Required Qualifications.

Due to the scope of work and the nature of this Qualified Pool the minimum required qualifications are as follows:

- Licensed contractor able to provide timber milling services.

2.03 Qualified Pool Time Period.

The Qualified Pool will be open from May, 2013 – April, 2018. At any point during the open period, entities who wish to participate in the Qualified Pool may submit their qualifications and will be notified upon acceptance into the pool. Once accepted into the Qualified Pool, the participant does not need to reapply during the time period the pool is open unless rejected from the pool. Acceptance into the pool does not obligate OSU to issue an Award.

2.04 Award Issuance.

Oregon State University will award timber sales to those participants approved for the Qualified Pool that best meet the requirements of the individual departmental projects. Awarded Contractors will issue a company purchase order to OSU in the amount stated in their quote.

3.0 REQUIRED SUBMITTALS, REVIEW AND SELECTION
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3.01 Required Submittals:

In order to be considered as a participant in this Qualified Pool, entities must submit the following

- Details on how the contractor meets the required qualifications (Section 2.02). At a minimum, the Contractor should provide:
 - Company history.
 - Log preferences; types, sizes.....
 - Specialty services, if applicable.
- Exhibit B – Certifications, fully completed.
- Exhibit C – Export Certificate, fully completed.

3.02 Submittal Location:

Completed Submittals may be mailed, e-mailed or faxed to the following:

Oregon State University
 Procurement and Contract Services
 Attn: James Figgins
 644 SW 13th Street
 Corvallis, Oregon 97333
 Fax: (541) 737-2170
 Telephone: (541) 737-6995
 E-mail: james.figgins@oregonstate.edu

3.03 Review

OSU College of Forestry shall review entities submittals to determine if the qualifications set forth in the RFQu have been met. If the entity meets the qualifications, Procurement and Contract Services will send a letter of acceptance as a participant into the Qualified Pool. If the entity does not meet the qualifications, Procurement and Contract Services will send a letter of rejection including the grounds for rejection and a statement of the

appeal rights and deadlines pursuant to OAR 580-061-0130. Acceptance into the Qualified Pool does not entitle the participant to an Award.

3.04 Selection of Contractors from Qualified Pools.

OSU departments may use a Qualified Pool to make direct appointments, obtain quotes, conduct interviews or request presentations depending on the nature and requirements of the departmental project.

3.05 Termination.

Procurement and Contract Services may discontinue or terminate a Qualified Pool at any time by giving notice to all participants in the Qualified Pool.

4.0 INSTRUCTIONS

4.01 Provisions and Requirements:

This Request for Qualifications is subject to the provisions and requirements of the applicable Oregon Revised Statutes, the applicable Attorney General's Model Public Contract Rules and the Administrative Rules of the Oregon University System.

4.02 Right to Reject:

OSU reserves the right to reject any submittal or to reject all submittals at any time prior to OSU's execution of an Award if it is determined to be in the best interest of OSU to do so.

4.03 Change or Modification/Addenda:

Any change or modification will be in the form of an addenda. Only documents issued as addenda by the OSU Procurement and Contract Services (PaCS) Department serve to change the RFQu in any way. No other direction received, written or verbal, serves to change the RFQu. Note: if you have received a RFQu you should consult the OSU Procurement and Contract Services Department to assure that you have not missed any addenda announcements. Addenda are not required to be returned, however, prospective participants are responsible to make themselves aware of, obtain and incorporate any changes made in any addenda issued. Failure to do so may cause the submittal to be rejected.

4.04 Preparation and Submission:

Submittals shall be prepared in ink and shall be signed by an authorized representative.

4.05 Withdrawal:

Submittals may be withdrawn in writing on company letterhead signed by an authorized representative and received by PaCS prior to Award issuance. Submittals may also be withdrawn in person prior to Award issuance upon presentation of appropriate identification.

4.06 Agreement to Requirements, Terms and Conditions:

By submission, Entities agree to all requirements, terms and conditions contained in the Request for Qualifications.

4.07 Preparation Costs:

OSU shall not be liable for any costs incurred in the preparation of submittals and any subsequent presentations or negotiations.

4.08 Investigation of References:

OSU reserves the right to investigate the references and the past performance of any Entity with respect to its successful performance of similar services and compliance with specifications and contractual obligations. OSU reserves the right to consider past performance, historical information and fact, whether gained from the Entities submittal, question and answer conference, references, OSU or any other source in the evaluation process.

4.09 Notice to Proceed:

Any award resulting from this Request for Qualification will be made only by written authorization from OSU. Notification by OSU may be in written or electronic means.

GENERAL TERMS AND CONDITIONS

DEFINITIONS:

- a. "Agreement" means all of the documents associated with this Request for Qualification (RFQu), which, in the event of any conflicts among them, must be interpreted in the following order of precedence:
The Solicitation Document and its Attachments and Addenda, if any; and these General Terms and Conditions.
- b. "Awards" are defined as the acceptance by OSU of the Purchasers' quote:
- c. "Department(s)" means OSU College of Forestry personnel authorized to request and approve work to be performed, and to review invoicing and authorize payments.
- d. "Purchaser" means a person or organization with whom OSU has Awarded for the purchase of goods pursuant to this RFQu;
- e. "OAR" means the Oregon Administrative Rules;
- f. "ORS" means the Oregon Revised Statutes;
- g. "OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State University.
- h. "Solicitation Document" means the Request for Qualifications, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response.

A. APPLICABLE LAW; JURISDICTION AND VENUE:

Any purchase resulting from this Agreement shall be 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 Purchaser that arises out of or relates to performance of this agreement must be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon.

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.

B. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:

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

C. COMPLIANCE WITH APPLICABLE LAW:

Purchaser shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Award. Without limiting the generality of the foregoing, Purchaser expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Award: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 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 Award and required by law to be so incorporated.

D. CONFIDENTIALITY:

This Agreement, and any purchase resulting from this Agreement, is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

E. EXECUTION AND COUNTERPARTS:

This Agreement 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.

F. FORCE MAJEURE:

Neither OSU nor Purchaser 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 Purchaser's reasonable control. Purchaser 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 any Award. 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 Award.

G. GOVERNMENT EMPLOYMENT STATUS:

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

H. INDEMNITY, RESPONSIBILITY FOR DAMAGES:

a. Purchaser 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 Purchaser, its agents or employees under this Agreement. Purchaser 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 Purchaser or its officers, agents, or employees acting under this Agreement.

b. Purchaser shall have control of the defense of any claim that it is subject to provided that OSU may, at its election and expense, assume its own defense in the event that OSU determines that Purchaser is prohibited from defending the State of Oregon, or is not adequately defending the

OSU's interests, or that an important governmental principle is at issue. Purchaser may settle any claim that is subject to a.; without the prior written consent of OSU if such settlement is monetary only and is fully covered by Purchaser's indemnification obligation. Any other settlement subject to a. requires OSU's prior written consent which shall not be unreasonably withheld.

I. INSURANCE:

Purchaser shall secure at its own expense and keep in effect during the term of each Award general liability or professional liability insurance as deemed applicable by OSU with limits of not less than one million dollars (\$1,000,000) aggregate, unless otherwise specified in writing by OSU. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a rating of A or better, or as deemed acceptable by OSU. If requested, Purchaser shall provide proof of insurance of said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Award for a duration commiserate with the statute of limitations for tort claims in Oregon.

For Purchaser's that are self-insured, a letter must be provided showing evidence of the insurance with funds available to handle claims in the minimum amount of \$1,000,000.00

J. NOTICE:

All notices or other communications under each Award, unless otherwise expressly set forth, 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 only if it is sent to both the OSU Contract Administrator and the OSU Departmental Administrator.

OSU Contract Administrator
James Figgins
Procurement Analyst
OSU Procurement and Contract Office
644 SW 13th Street
Corvallis, OR 97333
PH: (541) 737-6995
Fax: (541) 737-2170
James.figgins@oregonstate.edu

OSU Departmental Administrator
Jeff Wimer
Manager Student Logging Program
OSU College Forests
8692 Peavy Arboretum Road
Corvallis, Oregon 97330
PH: (541) 737-5044
jeffrey.wimer@oregonstate.edu

K. OSU NAME AND TRADEMARK:

Purchaser 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.

L. REMEDIES FOR PURCHASER'S DEFAULT:

In the event Purchaser is in default, OSU may, at its option, pursue any or all of the remedies available to it under these terms, and at law or in equity, including, but not limited to (a) termination of the Award, (b) assessment of damages as referenced in OAR 576-080-0035 (3)(a-e). 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.

M. SEVERABILITY:

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

N. SURVIVAL:

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

O. TERMINATION:

This Agreement 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 Agreement at any time by written notice to Purchaser if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the logs are no longer allowable or appropriate for purchase under this Agreement; (b) any license or certificate required by law or regulation to be held by the Purchaser to perform as required by this Agreement 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 Agreement, or if the OSU program for which this Agreement was executed is abolished. This Agreement may also be terminated by OSU for default (including breach of contract).

P. NO THIRD PARTY BENEFICIARY:

OSU and Purchaser are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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.

Q. WAIVER:

Failure of OSU to enforce any provision of this Agreement will not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Agreement. The parties may waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. ANY SUCH CONSENT OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

R. MERGER:

THIS AGREEMENT AND ATTACHED DOCUMENTS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

**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 Agreement, Terms and Conditions, and all Exhibits and Addenda to the Request for Qualifications; 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 Qualifications; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

Authorized Signature: _____

Date: _____

Name (Type or Print): _____

Telephone: (_____) _____

Title: _____

Fax: (_____) _____

FEIN ID# or SSN# (required): _____

Email: _____

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

**EXPORT CERTIFICATION OF ELIGIBILITY
TO BID ON UNIVERSITY TIMBER AND LOGS**

_____ hereby certifies that it:

(a) Will not export directly or indirectly the unprocessed University timber or logs which are the subject of this transaction;

(b) Will not sell, transfer, exchange or otherwise convey the unprocessed timber or logs which are the subject of this transaction to any other person without first obtaining a certification from that person which meets the requirements of OAR 576-80-030.

(c) Is not prohibited by OAR's 576-80-0005 through 0045 from bidding for University timber or logs.

(d) Understands that falsely entering into this certification is a violation of the Forest Conservation and Shortage Relief Act of 1990 and OAR Chapter 576, Division 80, and is subject to any and all penalties contained therein.

(e) Has not exported directly or indirectly unprocessed logs or timber from private lands in Oregon for a period not less than 24 months prior to the date of submission of this bid.

Signed

Title

Date

[NOTE: For the purpose of this form, the definition of unprocessed logs or timber is the same as in OAR 576-80-0005]