

**OREGON STATE BOARD OF HIGHER EDUCATION ACTING BY AND THROUGH
PORTLAND STATE UNIVERSITY
REQUEST FOR QUOTES # 22404 – Subcontract for Fire Plot Surveys,
US Forest Service Award “PNW, Western Wildland Environmental Threat Assessment Center”**

Portland State University (PSU) Purchasing Rules, Policies and Guidelines allows PSU departments to use an “Informal Procurement Process” for all purchases of supplies, equipment, and trade and professional services where the estimated cost exceeds \$25,000 but does not exceed \$100,000. The Informal Procurement Process is the solicitation of a minimum of three competitive quotes. Solicitation shall be accomplished by advertisement on the OUS Procurement Website making a request for vendors to provide a quote. A clearly documented record must be kept per the State of Oregon’s records retention rules, showing the vendors contacted, their responses including quote amounts, the basis for selection, evaluation results, and any other pertinent information to the solicitation.

OUS Web Link

<http://www.ous.edu/about/bid>

The posting of solicitation on the OUS Procurement Website shall serve as the primary solicitation requirements document which in conjunction with the vendors’ written responses and proposals and/or quotes shall satisfy the “clearly documented record” requirement described above. Additionally, depending on the nature of the scope of work of the project and other specific project details, there may be other documented “pertinent information” required to ensure a complete and clearly documented record for the informal solicitation.

**PORTLAND STATE UNIVERSITY SHALL CONSIDER VENDOR QUOTES RECEIVED AS VALID FOR
ONE HUNDRED TWENTY (120) DAYS.**

RFQ ISSUE DATE:

June 21, 2013

VENDOR RESPONSE DATE:

To be considered for selection, quotations must arrive at Portland State University, Department of Geology by 3:00 p.m. local time, **June 28, 2013**. Please email your response to the contact information listed below. No other responses will be accepted. The contact information for the Portland State University Department of Geology is:

Only email responses shall be accepted:

Attention: Leonor Principe
Email: principe@pdx.edu
Portland State University
Department of Geology
PO Box 751, Mailcode: GEOL
Portland, OR 97207
Contact phone number: 503-725-3299

Emailed quotes shall include the name, title and contact information of the primary contact who prepared the quote. Respondents selected may be requested to provide additional information, either formally or via interview process, to clarify their quotations and to ensure mutual understanding of the scope of work requirements and schedule.

Emerging Small Businesses and Minority and Women Owned Businesses

PSU is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses. PSU strongly encourages its contractors to use these businesses in providing services and materials for PSU contracts and projects.

PSU promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status

CONTRACT TERM:

The term for the contract awarded pursuant to this Request for Quotes (RFQ) solicitation shall be for a period effective from the date of contract execution and extending until completion of the Scope of Work as detailed herein, or November 1, 2013, whichever occurs first. PSU, at its sole discretion, may choose to amend any ensuing contract for additional work.

INTRODUCTION:

Portland State University is posting a RFQ on behalf of the Department of Geology, for the purpose of awarding a contract to a Contractor to perform Fire Plot Surveys. Portland State University seeks the services of Contractors who possess expertise in surveying forest land plots for inventory and fire effects analysis. This RFQ represents PSU's good faith effort to detail the Scope of Work, experience, and special requirements desired for the Contractors that will best meet PSU's requirements.

SECTION A - OVERVIEW:

A-1 - OVERVIEW

The purpose of this RFQ is to retain Contractors who shall perform the following tasks: Contractors shall be responsible for collecting data in post fire inventory of designated forest inventory plots, with strict requirements for QA/QC in order to match the pre-fire data set. Little data is available for biomass (and aboveground C content) of vegetation before and after wildfires in the same location. Fire severity level will be assessed on each plot using standard metrics (proportion of burned circumference, bole scorch height, % of canopy involvement, as well as litter consumption by size class). This will provide valuable test of carbon consumption relative to fire severity, as well as verification of modeled CO₂ emissions from known forest types in the PNW. Verification of wildfire CO₂ emissions is essential for understanding biofeedbacks to CO₂-induced climate warming.

The data set in its entirety will be passed to Forest Service personnel for analysis.

The summative evaluation shall be designed to determine the proposers' ability to perform the tasks as required, including:

- Geo-reference designated FIA inventory plot(s) to required specifications
- Follow PNW-RMA protocol for collecting location information, in compliance with Federal regulations:
- FAR Clause 52.236-9, PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS.
- File naming of GPS data files, and submission with electronic Portable Data Recorder (MIDAS)

- Contractors are expected to 1) use a GPS rover unit capable of sufficient accuracy to achieve sub-meter precision, such as the Trimble GEO-XT 6000 and the GEO-XH6000, 2) save the GPS collection files for transfer to PNW along with the rest of the plot data collected, 3) use an offset from the subplot center when needed to obtain unobstructed access to the satellites (i.e., don't try to collect a foot away from a 30 inch diameter tree) and record the distance and azimuth of those offsets, 4) occupy the point with the GPS rover unit for sufficient time to get a good fix, and 5) collect location of subplot center on all 4 subplots.
- Centers of all four subplots of each plot need to be GPS'd with submeter precisions. Contractors will need to process the GPS files with differential correction and supply the files and the differentially corrected coordinates as part of the plot data upload. Contractors will collect and differentially correct the GPS locations. USFS will train Contractors in the process of naming and uploading the files.

The Contractor's evaluation services shall include the following:

- Data Collection.
- Reporting—Contractor will submit plot data gathered to PSU Contract Officer's Representative (PSU COR), who will verify data submission and forward to the Forest Service. The PSU COR shall provide technical assistance and supervision throughout the completion of the work.

Contractor's quote shall be inclusive of all costs associated with field site visits, and any additional expenses necessary for completion of the work described.

All work performed within the awarded contracts shall be pursuant to specific terms and conditions of this RFQ including Portland State University's Contract Terms and Conditions and those in the attached Exhibits, all of which are incorporated by reference herein.

The successful proposer will be required to sign a non-disclosure agreement, *Conditional Access to USDA Sensitive, but Unclassified Information Non-Disclosure Agreement for FIA Staff*, in order to obtain the actual plot numbers and actual plot locations and the portable data recorder electronic files and imagery associated with the plots they will visit to sample.

SECTION B-SCHEDULE OF ITEMS AND PRICES/COSTS

B-1 - SCHEDULE OF ITEMS

Contractors shall submit a fixed price per plot, using the table below, for the complete set of 44 plots listed in Exhibit F. PSU, at its sole discretion, may choose to reduce the plot count to as few as 36 plots. Prior to contract award, PSU, at its sole discretion, shall select the specific plots (from a minimum of 36 plots to a maximum of 44 plots) from among the 44 plots listed in Exhibit F, that Contractor shall be responsible for data collection and reporting. Contractor agrees that the Unit Price per plot submitted in response to this RFQ shall be applicable to the total number of plots selected by PSU (between 36 plots and 44 plots). All Contracts awarded pursuant to this RFQ shall be fixed price.

Name of Offeror or Contractor:					
ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
WASHINGTON - GIFFORD PINCHOT, OKANOGAN, AND WENATCHEE NATIONAL FORESTS					
Year 2013					
Sub-Item 001	PLOT REMEASUREMENT	44	Plot	\$ _____	\$ _____
				Total Price	\$ _____

NOTE:

Since the needs of PSU and availability of Contractor's resources cannot be determined in advance, it is mutually agreed that upon request of PSU, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time this RFQ is solicited.

SECTION C-SCOPE OF CONTRACT/PROJECT LOCATION/WORK STANDARDS/CONTRACTOR'S OBLIGATIONS

C-1 - SCOPE OF CONTRACT

The general scope of this RFQ requires locating and remeasuring Forest Inventory plots on National Forest and other public lands, providing digital delivery of data, and related work in compliance with its terms, specifications, and provisions. This includes furnishing labor, equipment (including all computer hardware and software deemed necessary to perform the requirements of the contract), supervision, transportation, operating supplies (except those designated as Government-furnished), and incidentals. Work shall be done in accordance

with the procedures detailed in “Field Instructions for the Annual Inventory of California, Oregon, Washington, 2013” hereafter referred to as “Field Instructions”, Attachment C.

C-2 - PROJECT LOCATION

Projects will be located on National Forests located within the state of Washington in Region 6. Road access to each plot is not guaranteed. Access to the plots may require short or very long walk-ins. The cost to access these plots shall be determined by the respondent to this RFQ and be reflected in the respondent’s pricing. The Government will provide road and trail maps upon issuance of each contract. Some roads or trails may have been closed after the maps were published.

The Contractor shall coordinate access information for locked gates owned and operated by the National Forests. Permission to access privately owned land is the responsibility of the Contractor.

C-3 - WORK STANDARDS

The following standards are required:

A. Contractor’s Quality of Work

1. If an individual or crew repeatedly makes inaccurate measurements or observations (e.g., missed heights, diameters, etc.), over two or more plots, PSU may notify the Contractor and require the Contractor to replace the individual or entire crew.

B. General Information

1. Work shall be performed in accordance with the Technical Specifications outlined in Exhibit C, the “Field Instructions”.
2. Plot location maps (Exhibit H) will show approximate plot locations. These maps are only intended to show access to the area covered by the aerial photography.
3. Some plot locations may have local and/or seasonal access restrictions including, but not limited to, proximity to Port Orford Cedar Root Disease (POC), Sudden Oak Death Disease high risk areas (SOD), designated wildlife areas, hunting season and emergency fire restrictions, snow, unstable terrain, etc. These restrictions may include road closures. Exact timing of closures will vary depending on season, weather conditions, or other constraints. The Contractor shall coordinate with local Ranger District administration to identify specific plots with restrictions, insure work completion within access restricted areas and compliance with any use requirements.

If applicable, those plots associated with POC, SOD, high elevation, and wilderness sites will be shown in the Plot List (Exhibit F) and noted as “Critical Plots” to be completed by a specific date. This exhibit will be available upon issuance of each contract.

Prior to commencing work within invasive species locations (i.e., POD, SOD), a meeting will be held with the Contractor and appropriate local Ranger District personnel to determine appropriate operational restrictions (e.g., access, waste disposal, camping, quarantine restrictions).

4. All Contractors/subcontractors/employees shall sign a confidentiality agreement (Exhibit D) before starting work.
5. Prior to collecting field data, the Contractor will be required to use Government-supplied software from which plot information must be loaded onto their Personal Data recorder (PDR) and all field collected data entered using these respective files. The Contractor shall also install MIDAS (Mobile Integrated Data Acquisition System) application updates for their PDR and computers as supplied by the Government, through access to the National MIDAS internet site.
6. When temporary hazards such as high water, bees, or bears hinder completing a plot, the Contractor shall contact the Contract Officer's Representative (PSU COR) to develop a timeframe in order to return to finish the plot at a later time.

When the work performance of a Contractor crew is deficient, the Contractor shall correct the deficiencies in the work performance before the crew can proceed with any additional work.

C-4 - CONTRACTOR'S OBLIGATIONS

The Contractor shall furnish the following in performance of the contract:

- A. Measurement Crew - The Contractor shall furnish crews whose responsibility shall be to locate, measure and maintain plots in accordance with Field Procedures.
- B. Each crew shall have a crew chief present while performing all field work. The crew chief shall meet the appropriate minimum education and experience level stated in Section L, Education and Experience Requirements.
- C. Number of Crews - A sufficient number of crews to maintain the production schedule.
- D. Government Meetings - The Contractor shall be available to meet with PSU personnel as necessary for the execution of this contract (pricing should reflect this commitment). PSU will not be liable for costs incurred because of lost production due to the Contractor attending these meetings.
- E. Hardware, Software, and Data Handling Procedures - The Contractor shall provide the hardware and software contained in Exhibit G – Hardware, Software, and Data Processing Procedures. The Contractor shall also have high-speed internet connections available to their crews for periodic download of required Government-supplied software updates. The Contractor shall also utilize high-speed internet

connections to upload their completed, full edited plots to the national MIDAS website server prior to submitting plots for inspection. Dial-up internet connections are not acceptable.

- F. **Forested on-grid plot locations (plots with FIA_Hex_ID numbered under 60000 and specified as Forested):** Data **shall be** collected on subplots or any portion of a subplot that falls on land ownership outside of the National Forest. Verify with PSU COR. **NOTE:** If any forested on-grid plots exist within the contracted plot lists, they will be specifically identified in the plot lists for the individual project contracts.

Off-grid plot locations (plots with FIA_Hex_ID numbered 60000 and higher) and any Nonforested on-grid plot locations: Data **shall not be** collected on subplots or any portion of a subplot that falls on land ownership outside of the National Forest. Such portions of the plot shall be identified by *Condition Status: Non-sampled* with a *Condition Non-sample Reason of: Denied Access Area*.

SECTION D--PACKAGING AND MARKING

For this RFQ Solicitation, there are NO clauses in this Section

SECTION E--INSPECTION AND ACCEPTANCE

E-1 - FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer's Representative will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

FAR 52.246-4 Inspection of Services--Fixed-Price (AUG 1996)

E-2 – CONTRACTOR’S PERFORMANCE REQUIREMENTS SUMMARY

TASKS	QUALITY/ PERFORMANCE STANDARDS	ACCEPTABLE QUALITY LEVEL	MEANS OF MEASUREMENT	PAYMENT FOR WORK
1 Vegetation Data Collection	Compliance with Exhibit C, "<u>Field Instructions for the Annual Inventory of California, Oregon, Washington, 2013</u>", and <i>Government Quality Assurance Plan.</i>	Within tolerances shown in Exhibit B and Exhibit C.	A minimum of 1 plot in two packets to be field inspected.	Payment based on the percentage of acceptable work (see Inspected Quality Form) in Exhibit A and MEASUREMENT AND BASIS FOR PAYMENT
2 Identification of Plots	Compliance with Exhibit C, "<u>Field Instructions for the Annual Inventory of California, Oregon, Washington, 2013</u>", and <i>Government Quality Assurance Plan.</i>	Within tolerances shown in Exhibit B.	A minimum of 1 plot in two packets to be field inspected.	Payment based on the percentage of acceptable work (see Inspection Quality Form) in Exhibit A and MEASUREMENT AND BASIS FOR PAYMENT (G-2).
3 Stake Position General description of plot	Compliance with Exhibit C, "<u>Field Instructions for the Annual Inventory of California, Oregon, Washington, 2013</u>", and <i>Government Quality Assurance Plan.</i>	Within tolerances shown in Exhibit B.	A minimum of 1 plot in two packets to be field inspected.	Payment based on the percentage of acceptable work (see Inspection Quality Form) in Exhibit A and MEASUREMENT AND BASIS FOR PAYMENT (G-2).
4 Digital Data Delivery	Compliance with Exhibit C, "<u>Field Instructions for the Annual Inventory of California, Oregon, Washington, 2013</u>", and <i>Government Quality Assurance Plan.</i>	100% Compliance with Exhibit C & <i>Government Quality Assurance Plan.</i>	Passed MIDAS Mobile application Edits and the FDM Edit protocol.	Rework until successful editing in MIDAS Mobile, and all warnings explained in FDM.

5 Submission of Plots	Compliance with Government Quality Assurance Plan.	100% Compliance with <i>Government Quality Assurance Plan.</i>	Plots may undergo office edit.	Quality less than 85% will be rejected and rework required. Option given to rework if pay quality is 85 – 95%.
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E-3 - GOVERNMENT'S QUALITY ASSURANCE PLAN

A. Submission of Plots

1. Prior to submission to PSU, plot(s) or plot packets shall meet the following criteria:

- (i) Plot data shall be collected and edited at the plot location on an appropriate PDR using the most recent updated program (reference Exhibit G), and in accordance with "Field Instructions for the Annual Inventory of Washington, Oregon, and California 2013" (Exhibit C).
- (ii) Plot Post Field Processing electronic files shall be included in the Edit subfolder of each electronic plot folder.
 - (a) Plot Editing Tools/Field Data Manager (FDM) - The Contractor shall use the latest MidasMobile software to edit each plot. Contractors must either; update the data where possible using the FDM program to resolve the errors and warnings, or, enter a detailed explanation for each critical warning in the provided excel form of the FDM application. The Contractor shall resolve all errors and explain all critical warnings prior to submitting the plot for payment. Once all of the errors have been resolved and all critical warnings have a sufficiently logical written explanation, the Contractor shall provide a Midas check explanation report electronic file with each plot.

(Paragraphs (b) and (c) below shall be submitted within specified folder)

- (b) Image Data – Updated Plot image file as <PlotNr>.jpg format stored in Image folder with plot center, RP location and any required POD location shown.
- (c) Header Card Data – Updated Header Card sheet as <PlotNr>.docx stored in Header folder.

(Paragraphs (d) through (h) below shall be submitted within the Edit folder)

- (d) Plot Data – Using the utilities provided, a .pdf formatted electronic file of the successfully uploaded plot data shall be submitted with each plot.
 - (e) Plot Edit Sheet: Electronic Plot Edit sheet as a Word.doc shall be filled out and submitted with each plot.
 - (f) Boundary Data – A MIDAS Boundary Viewer electronic file (.jpg) of the condition class boundaries entered into the Boundary Mapping shall be submitted with each plot.
 - (g) Tally Tree-Height/DBH Graph – A formatted electronic file of the plot tally tree dbh/height diagram shall be submitted with each plot.
 - (h) Error and Explanation files: both the initial FDM .ERR file and the corrected .EXP Access file shall be submitted with each plot.
- (iii) Use of Non Government-furnished Property - Plots installed using other than the Government-furnished property specified in Section G-3 are unacceptable. The Contractor shall rework that plot and the remaining uninspected plots in the packet, and remove all materials incorrectly installed.
- (iv) Plot data files within the PDR shall be downloaded daily or at the completion of a single plot.

Only after all plot data has been successfully edited and errors corrected in the latest version of the MIDAS program, and all errors and warnings are resolved with detailed logical explanations in the Field Data Manager (FDM), the Contractor shall access the National MIDAS website and follow outlined Government procedures to upload the electronic data files. To successfully upload plot files, the Contractor must use the most updated version of MIDAS software and resolve any additional errors identified when uploading data files to MIDAS. After successfully uploading the plot data files to MIDAS, the Contractor shall submit plot packets in the form of **digital data files on CD** to PSU. The respective electronic Plot Folders supplied by the Government shall be copied onto the CD with the same filing format beginning with the Forest folder, Panel folder, and individual plot folders. All required electronic files will be placed in specified subfolders outlined in Exhibit J.

- (a) Each submitted CD shall have each plot number contained within, written legibly on the CD with an 'ultra fine' Sharpie brand pen. In addition, a written list identifying each plot number contained on the CD shall accompany each CD. CDs shall be placed in a protective sleeve made to contain CDs prior to submitting to the PSU's PSU COR..
- (b) Upon receiving a CD and plot list from the Contractor, PSU will ensure that the data files are provided to the Government and

present within the Government specified plot folders and subfolders and complete. Any data files that are missing, or otherwise not complete, shall be immediately replaced by the Contractor. Prior to inspection, PSU will also confirm that all plots on the CD have been successfully uploaded to the National MIDAS Website.

- (c) Upon acceptable completion of all work in each Contract, the Contractor shall return to PSU all updated electronic plot folders on the Government supplied Plot Folder flash drive including all required edit files, header cards and image files for each completed plot. This must be accomplished before final payment will be released.

- (v) The Contractor shall follow the procedures outlined in Exhibit G: HARDWARE, SOFTWARE AND DATA PROCESSING PROCEDURES 2013.

2. Submission for Certification

Each plot completed for certification shall be submitted individually upon completion.

3. Submission following Certification

Plots shall be submitted in the following manner after successful certification:

- (i) Packets shall contain ten plots. Any variance must be pre-approved by the PSU COR in writing.
- (ii) Each packet shall contain the plots completed by one certified crew. Any variance must be pre-approved by the PSU COR in writing.
- (iii) Unless otherwise pre-approved by the PSU COR, plots within a packet shall be completed within 30 calendar days.
- (iv) Plot packets shall be submitted within ten calendar days after completion of the last plot in the packet.

E-4 - REINSPECTION UPON CONTRACTOR REQUEST

If PSU's original inspection results are unacceptable to the Contractor, the Contractor has the option to request, in writing, a reinspection. Requests for reinspection shall be made within five days after receipt of initial inspection results. A complete reinspection of the plot will be made. If the reinspection results differ by 2.00 percent or more from the PSU's original inspection results (Pay %), the reinspection results will be used for payment.

E-5 - REWORK AND REINSPECTION AFTER REWORK

All reworked plots that are returned may be office edited and will be field inspected.

SECTION F -DELIVERIES OR PERFORMANCE

Deliveries and Performance are addressed in Sections B, C, E, G, H, I, and J.

SECTION G--CONTRACT ADMINISTRATION DATA

G-1 - AGAR 452.215-73 – POST AWARD CONFERENCE (NOV 1996)

A post award conference with the successful respondent is required. It will be scheduled within 30 days after the date of contract award. The conference will be held at (*time and place to be agreed upon and announced after award*).

G-2 – MEASUREMENT AND BASIS FOR PAYMENT

The Government will determine plot quality by inspection of completed packets. In addition to Government inspection of all certification plots, a minimum of one plot per every two packets submitted by a given crew will be inspected. A plot or plot packet is considered complete when all work has been inspected and accepted for payment. An inspection will consist of:

1. **Plot Location** – Referenced in WWETAC Plot list, EXHIBIT F Plot will be determined to be in correct location.
2. **Office Edit** - At the discretion of the Government, each plot will undergo an office edit based on procedural errors and omissions. Using the "Inspected Quality Form", Plots whose office edit quality is less than 85.00 percent will be rejected and returned to the Contractor for rework. The Contractor will be given the option of reworking plots whose total pay percent quality is from 85 to 95 percent. Reference Exhibit A.
3. **Field Inspection** - The field inspection will check the selected plot for accuracy, correctness, and completeness of submitted data. Each measurement, observation or other work as specified by the "Field Instructions" shall be verified and the correct value recorded. Plots will be evaluated by use of the tolerances specified in Exhibit B, instructions contained in Exhibit C.

The following shall be checked on each inspection:

- A. Verify documented measured distances and written directions from main road to locate plot;
- B. RP/POR data; when possible, and always when it is critical to locating the plot;
- C. Aerial photos; for PC and RP pinprick locations, and labeled correctly.
- D. GPS data; where the field crew collected it;
- E. Plot Level and Condition Class Attributes;
- F. Site Tree measurements, tree selection, and the site method used;
- G. Plant Association assigned to the plot;
- H. Subplot 1 measured in its entirety;
- I. FDM warning and explanation printouts;
- J. Review for completeness and legibility the following:

Plot Card Front side: Header, RP Data, plot narrative, plot diagram, access diagram, footer notes, Plot Card back side: State and hex#, mapping boundaries including; condition, root disease, non- forest inclusion, Plot Edit Sheet, Landowner Contact Sheet (where appropriate);

A minimum of 20 trees are measured unless the plot has low tally, is non-forest or it is a stocking check. If there are not enough trees available on the two fully inspected subplots, additional subplots are fully inspected to meet the 20 tree minimum.

On all four subplots, the following will be checked:

- A. Plot layout; including both subplot and microplot center locations;
- B. Condition Class presence/absence;
- C. Subplot Attributes;
- D. Microplot seedling count;
- E. Boundary mapping;
- F. Missed/added Tree Tally (including saplings on the microplot and hectare trees), also checking for trees in or out near the different plot radius boundaries.

Contractors will record all measurements as they are at the time of inspection. The items listed below will present unique challenges when scoring the plot because the natural environment may have changed significantly over a short period of time due to seasonality, fast decadence rates or susceptibility to ground disturbance. Additional notes will be necessary for the QA inspector to know when there were real errors or just on-the-ground changes:

- A. Vegetation Profile – species, heights and cover;
- B. Ground Cover – type and cover.
- C. DWM- Transects are lined up with the production crew's as best as possible to check all measurements. Use of the flagging left at 24 ft. denoting end of CWD transect, CWD slope distances and the Fuelbed pit. If the production crew did not leave flagging and there is no evidence of a Fuelbed pit, the transect will be placed at the QA inspector's azimuth (although effort is made to line up CWD pieces if possible).

A. Plot Re-measure/Installation Payment

1. The unit of measure and payment will be the plot as described herein. The plots completed satisfactorily will be processed for payment in accordance with the payment rate provisions herein based on the per plot price submitted by Contractor in response to this RFQ and will constitute full compensation for furnishing all equipment, labor, supervision, supplies, transportation, and incidentals.
 - a. At the discretion of the USFS/PSU COR: 1) Plot(s) selected for field inspection will be office edited to ensure procedural correctness using Exhibit A, the "Inspected Quality Form" to recorded credits and errors, or; 2) all plots will be office edited and payment based on the combination of

these results and the field inspection described herein. Should USFS/PSU COR elect not to conduct an office edit, payment will be based on the results of the field inspection only.

- b. On Government inspected plots, a minimum of two subplots from each Plot in will be selected for field inspection to determine the accuracy of measurements.
- c. The percentage of error (i.e., the difference between 100 percent and the inspection results percentage) found during the field inspection will be added to any percentage of error determined in office edits (errors are only assessed once). Each plot will be accepted for payment, returned for rework or rejected based on the results of the office edit of that plot and the field inspection of the selected plot in the packet.
- d. "Pay %" will be determined by the overall percent pay quality as calculated in Exhibit A. If the quality percentage is 95% or greater the payment will be at full bid price. Overall percent pay quality of 85% to 94% will be paid at the corresponding percentage. Less than 85% is a failed plot inspection and considered unacceptable performance. The individual failed plot will be paid at the calculated percent quality level. The Government has ultimate responsibility for accepting or rejecting the data provided by Contractor.
- e. Deficiencies – When the quality of a field inspected plot does not exceed 84.99 percent (See Exhibit A), the Contractor will be limited to reworking the remaining plots in the packet(s). The Contractor will not be allowed to rework a field inspected plot receiving a quality of below 85.00 percent. Any packet submitted that is scored under 85% will be returned to Contractor who shall have five (5) days to return packet with corrections, additional data, refined data, etc. to achieve a score of 85% or more. If resubmission does not meet the required minimum score no payment shall be remitted by PSU.
- f. Contractors will be paid by PSU, according to successful and accepted completion of designated plot survey(s). One plot packet of 20 plots submitted will be field checked and if scored by PNW-RMA COR at $\geq 95\%$, Contractor receives full bid price for each plot in that packet. Following submission of completed plot survey(s) PSU COR shall notify Contractor of the number of plots accepted, and the resultant score. Contractor shall then invoice PSU for those plots which have been accepted by PSU. Contractor is responsible for ensuring that invoices clearly reference the associated PSU Purchase Order number, all pertinent plot and packet information and that all items on the invoice match those listed in the Contractor's quote. PSU shall not be responsible for paying any invoices that are not complete and accurate. Contractor terms may not require payment in less than 30 days after receipt of invoice by PSU. Any late payment or delinquency fees shall be in accordance with ORS 293.462.

G-3 – GOVERNMENT-FURNISHED PROPERTY

The Government will provide the following item(s) of government property to the Contractor

for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause 52.245-1.

1. Field Instruction Manuals - One copy per certified contract crew member up to a maximum of 10 manuals per Area.
2. Flash Drive containing all the Electronic Plot Folders (EPF) for Contractor's work Area(s). The EPF contains any historical information for the plot including the original primary aerial photo, plot header card(s), CVS tree data records, and transect photos, as well as a current image file and general location topographic map and current FIA editable header card and edit sheet. Plot jacket including aerial photography (color laser copies or originals) stereo pair for each plot with plot locations pinpricked on one photo, plot header card, and plot edit sheet.
3. Numbered blue aluminum round tree tags.
4. Square aluminum reference tags.
5. Orange plastic flasher tags.
6. Aluminum nails.
7. Yellow/white round aluminum reference tags.
8. Cedar stakes.
9. Steel plot pins.
10. Maps - One set of plot location maps per field crew, to a maximum of two.
11. Keys and descriptions of plant associations, one copy per certified crew.
12. Juniper Systems Allegro CE/CX/MX software for collecting field data and files for all plots.
13. Computer software to print out plot data, receive software updates, send files to and from the Allegro data recorder, and edit data.

All Government-furnished manuals, keys, and plant indicator books shall be returned together with any unused nails, tags, stakes, etc., at the completion of the contract.

G-4 - DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

PSU designates the PSU Contracting Officer's Representative, (PSU COR), Dr.

Andrew Fountain, to supervise the Contractors as needed, and act as liaison between Contractors and the Government. The PSU COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon PSU unless formalized by proper contractual

documents executed by the PSU Contracting Officer prior to completion of the contract.

The PSU Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly.

On all matters that pertain to the contract terms, the Contractor must communicate with the PSU Contracting Officer. Whenever, in the opinion of the Contractor, the PSU COR requests effort outside the scope of the contract, the Contractor should so advise the PSU COR. If the PSU COR persists and there still exists a disagreement as to proper contractual coverage, the PSU Contracting Officer should be notified immediately, preferably in writing, if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

H-1 - AGAR 452.237-74 – KEY PERSONNEL (FEB 1988)

(a) The Contractor shall assign to this contract the following key personnel: Crew Chief(s)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify PSU's COR within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the PSU's COR. Proposed substitutes should have comparable qualifications to those of the persons being replaced. PSU's COR will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H-2 - CERTIFICATION OF CREWS

All work shall be performed by personnel who have demonstrated the ability to read, interpret, and apply information contained in Field Instructions. The process is not intended to train crews, but only to evaluate their competency for use on this contract. The Contractor will be paid for certification plots under the same inspection and payment provisions that apply to the rest of the contract work.

1. Certification by the Forest Service - The Government will furnish a crew certification process as follows:
 - a. All Contractor's personnel shall demonstrate the ability to read, interpret, and apply information contained in the Field Instructions by recording, estimating, and editing plot data during the measurement of a minimum of two acceptable certification plots.

- b. The Government will provide certification of contract crews. For certification purposes, the maximum number of 4 crews per contract item for a total of 8 certification plots will be provided by the Government.

If the Contractor desires more than the specified number of crews per contract item to be certified, the Government may approve the request. Requests for additional certification shall be submitted to the Government in writing and must state the number of additional certifications requested and the dates. If request(s) are approved, the Government will select the plots to be used for additional certification within five (5) Government working days from the date the certification request is received.

- c. The Contractor shall begin work on certification plots in accordance with the Period of Performance specified in each individual contract. Contractor crews listed in approved Resource Plan shall be certified within 30 calendar days of the effective start work date, or PSU may take action to terminate, if necessary. The initial certification will consist of the first two (2) field plots satisfactorily completed. In the event a crew fails one of these plots (e.g., achieves less than 85 percent quality), a third certification plot shall be included as part of that crew's initial certification. For a certification plot to be acceptable, the inspected Plot quality shall be 85 percent or higher. Less than 85 percent quality in the inspection results will not be acceptable. When a crew has been successfully certified through a previous year's contract within the same geographic project area, the Government may choose to require only one successful certification plot to update that crew's certification.
- d. The Contractor's Representative shall complete certification as either: 1) the second or third person of an established crew, or 2) as an additional crew. The plots required to certify the Contractor's Representative shall be included as part of the initial certification.
- e. During the initial certification of crews, sessions may be held each work day at times and locations designated by the Government. The Government may use these sessions to return plot inspection results, address specific contract questions, or accept certification plots for field inspection. Failure of two certification plots will be cause to notify the Contractor and request that one or both crew members be replaced.

H-3 - CERTIFICATION OF COMPLIANCE

The Contractor shall certify compliance with specific fire precautionary measures included in Section J-1. The certification shall be made prior to commencement of work and shall be updated if at any time during performance the conditions change.

PSU's COR may conduct verification inspections to ensure Contractor's compliance.

H-4 - LANDSCAPE PRESERVATION

The Contractor shall give attention to the effect of contract operation upon the landscape,

shall take care to maintain natural surroundings undamaged, and shall conduct the work at all times in compliance with the following requirements.

a. Prevention of the Landscape Defacement. The Contractor shall not remove, deface, injure, or destroy trees, shrubs, lawns, or other natural features or any other improvements in the work area unless specifically authorized by the Government. Unless otherwise provided herein, the Contractor shall confine contract operations to within the areas designated in contract documents.

b. Protection of Streams, Lakes, and Reservoirs. The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, small ponds, and reservoirs with fuels, oils, bitumens, calcium chloride, silt, or other harmful materials. Mechanical equipment shall not be operated in live streams without written approval of the Government.

H-5 - MOTORIZED EQUIPMENT

Use of motorized equipment other than hand-held equipment such as power saws and brush cutters will not be permitted off designated roads in the project area without approval of the Government or as provided elsewhere herein.

H-6 - SAFETY

Contractor shall provide a written, job specific safety plan. The plan shall be presented at the prework meeting.

SECTION I – CONTRACT CLAUSES

Sections I-1 through I-6 intentionally left blank.

I-7 – FAR 52.236-2 – DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the PSU COR

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The PSU COR shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the PSU COR

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

I-8 – FAR 52.236-7 - PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

I-9 – FAR 52.236-8 – OTHER CONTRACTS (APR 1984)

PSU may undertake or award other contracts for additional work at or near the site of the work. The Contractor shall fully cooperate with the other contractors, PSU/s COR and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the PSU COR, The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

SECTION J—FIRE PROTECTION AND SUPPRESSION. EXHIBITS. AND ATTACHMENTS

J-1 - Fire Protection and Suppression

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the PSU COR providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

The PSU COR may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Government may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Government, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor operations, the Contractor shall place employees and equipment temporarily at the disposal of the Government. PSU COR.

6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from the Government.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at

least 5 BC, and one "D" handled or long handled round point shovel, size "O" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger. Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size "O" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

d. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a) as now or hereafter amended unless it is:

(1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.

(3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

LEVEL INDUSTRIAL FIRE PRECAUTION (IFPL)

I. Closed Season - Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.

II. Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m., local time:

- a. power saws, except at loading sites;
- b. cable yarding;
- c. blasting;
- d. welding or cutting of metal.

III. Partial Shutdown - The following shall be prohibited except as indicated:

Cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground;

Power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

- a. tractor/skidder operations;
- b. mechanized loading and hauling of any product or material;
- c. blasting;
- d. welding or cutting of metal;
- e. any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

PSU's Contracting Officer: The person executing the contract, on behalf of PSU, .The Contracting Officer's representative is the (PSU COR) acting within the limits of their authority.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

- a. mechanized loading and hauling;
- b. road maintenance such as sprinkling, graveling, grading and paving;
- c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
- d. powers saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
- e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The PSU COR shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

NOTE: The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

8. Fire Tools

The Contractor shall furnish serviceable firefighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters one inch high. It shall contain a minimum of-

- a. 2 axes or Pulaskis with a 32-inch handle;

- b. 3 adze eye hoes. One Pulaski may be substituted for 1 adze eye hoe;
- c. 3 long-handled, round point shovels, size "O" or larger.

9. Fire Security

When the Industrial Fire Precautions Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and firefighting equipment specified in the contract, excluding helicopters, and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all firefighting activities.

Services described shall be for at least 1 hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "II" or greater, a fire security person equipped with a long-handled, round point, No. "O" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

Additional Fire Precautionary Measure 1 - Tank Truck

11. The Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, loading, land clearing, right-of-way clearing and mechanical treatment of slash. A tank truck or trailer will not be required if powersaw falling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area during fire period and closed season.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of rubber line hose. In addition, 500 feet of serviceable fabric jacket rubber lined hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and

a spray pattern shall be immediately available for use. The tank, pump and at least 250 feet of hose and nozzle shall be connected and ready for use at all times.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours. Tank truck or trailer shall be available from the start of work to the end of the Fire Watch / Fire Security service.

Additional Fire Precautionary Measure 2 - Communications

12. The contractor shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB's are not considered adequate two-way communications).

Such communications shall be operable during periods of operation of power-driven equipment, including the time fire security is required.

J-2 – Attachments

The following attachments are made a part of this RFQ solicitation and any resultant contract:

<u>Title</u>	<u>Pages</u>
Exhibit A Inspection Quality Form	9
Exhibit B Additional Tolerances and Standards	2
Exhibit C* "Field Instructions for the Annual Inventory of California, Oregon, and Washington 2013	470
Exhibit D Confidentiality Certification Form	3
Exhibit E Plot Edit Sheet	3
Exhibit F List of Plots	
Exhibit G Hardware, Software, and Data Processing Procedures	2
Exhibit H Plot Maps	
Exhibit I Contractor Quality Control	
Exhibit J Electronic Plot Folders	8
Exhibit K GPS Vendors	1
Exhibit L FIA use of Trimble GeoXH 6000 GPS units for recording plot	14
Exhibit M Fire Effects and Recovery	36

*Exhibit C may also be accessed by visiting the following link:

https://www.fbo.gov/index?s=opportunity&mode=form&id=72c54b3922db7941bc1e0783c3732eb4&tab=core&_cview=0

SECTION K - INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL INFORMATION AND QUOTES:

A. General Instructions. Quotes submitted in response to this RFQ solicitation shall be furnished in the following format.

(1) Proposals shall be submitted in two parts – a technical information section and a quote section. Each part shall be separate and complete in itself so that evaluation of one may be accomplished independently of the other. The quote section shall be in the format requested in Section B-1.

(2) Respondents are cautioned that sufficient and detailed information must be presented in their technical sections to enable PSU to evaluate their responses fully and PSU is not obligated to ask for additional information. In the absence of appropriate information, the quote will be rated deficient.

(3) Technical Section: The technical section will be used to make an evaluation and arrive at a determination as to whether the quote will meet the requirements of PSU. Therefore, the technical section must present sufficient information to reflect a thorough understanding of the requirement and a detailed, description of the techniques, procedures, and program for achieving the objective of the Performance Work Statement/Specifications. Quotes that merely paraphrase the stated requirements or use such phrases as "will comply", etc. will be rated accordingly. At a minimum, the quote must clearly provide the following:

Note: Respondents may enhance their proposal by identifying strengths, unique capabilities and value adding processes.

a) Experience. Specific areas to address include the following:

(i) Describe your relevant data collection experience with Forest Inventory Analysis (FIA).

(ii) Describe your and each crew's experience with submission of plot packets as digital data files, field data recorders, and software.

(iii) Quality Control Plan: Respondents shall submit a plan showing how they will provide quality control to assure that the required tasks and methodology of services are in compliance with the specifications of the contract. The plan shall be in enough detail that it clearly shows how the respondent intends to monitor and maintain the quality of the field operation as well as the quality of the digital data. The plan shall also show how the respondent will maintain and submit records when quality is monitored.

b) Relevant Past Performance. Each respondent will be evaluated on their performance under existing and prior contracts of a similar nature in type, scope and complexity. Performance information will be used as an evaluation factor against which respondent's relative rankings will be compared to assure best value.. PSU may contact references beyond those identified by the respondent to obtain additional information for use in both the responsibility determination and in further evaluation of the respondent's past performance. PSU will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

The respondent shall submit a list of all Forest Inventory & Analysis and Current Vegetation Survey projects completed during the past three years and all contracts and subcontracts in progress. Past performance of proposed subcontractors who are expected to perform more than 20% of the work shall also be listed. Respondents that are newly formed entities, without prior contracts as an entity, should list contracts and subcontracts completed by all personnel deemed vital to successful performance. Firms with no FIA plot installation experience should list contracts and subcontracts similar in nature and complexity to that required by this solicitation. If prior experience is something other than FIA plot installation, PSU may consider its relevance to this project at its discretion.

The following information for each contract/subcontract is requested:

- A) Project name
- B) Contract number
- C) Location
- D) Year of completion, or anticipated completion date if in progress
- E) Contract administrator's name, phone and facsimile numbers
- F) Your crew supervisors and any inspectors who worked on the project
- G) Project size
- H) Quality of work performed
- I) Whether the contract was completed timely

The respondent may provide information on problems encountered on the contracts and subcontracts listed and the corrective action(s) taken to resolve those problems.

The respondent may include letters of appreciation for contracts and subcontracts previously completed and any value engineering finance awards.

NOTE: If the respondent does not provide past performance information, or indicates a lack of past performance with its offer, the PSU COR need not pursue further information if it is clear that the respondent's price is not competitive.

c) Key Personnel. (Crew Chiefs)

- (i) Resume Content: The content of each resume submitted shall be sufficiently detailed to demonstrate the person's qualifications that is anticipated to fill said position and must also include the desired information as set forth below.

- a. Respondents shall submit a resume for each Crew Chief to be used on this project. This resume shall describe the crew leaders:
 - i. Specific education and experience pertaining to Forestry, Plant Ecology, or Botany;
 - ii. Total number of fieldwork seasons involving plot sampling, classification of under story vegetative characteristics, vegetative species identification and measurements;
 - iii. Demonstrated ability to competently use stereo-paired photos for ground location;
 - iv. Specific field season experience as a crewmember on a Region 6 Current Vegetation Survey or Region 6 Forest Inventory Analysis project;
 - v. Ability to locate and install plots in accordance with the "Field Procedures"; and;
 - vi. Ability to efficiently direct crew operations while maintaining Quality Control.

- (ii) Education and Experience Requirements: Key Personnel shall meet or exceed the minimum education and experience requirements stated below. The Contractor shall provide a summary of the education and work experience prior to certification (See Section H-2).

The minimum education/experience requirements for Key Personnel are:

1. Completion of two years in a Forestry, Plant Ecology, or Botany degree program;
2. One season of fieldwork involving plot sampling, classification of understory vegetative

characteristics, insect & disease management, vegetative species identification and measurements. Experience shall be in the Western United States* within the past five (5) field seasons;
and

3. Ability to demonstrate the competent use of stereo-paired aerial photos for ground location.

OR

4. One field season experience as a crew member on a Current Vegetation Survey or Forest Inventory and Analysis (FIA) annual inventory. Shall be able to demonstrate the competent use of stereo-paired aerial photos for ground location.

*Western United States includes the states of Washington, Oregon, Idaho, California, Montana, Utah, and Nevada. A field season constitutes at least 3 months.

SECTION L - QUOTE EVALUATION CRITERIA:

Quotes will be evaluated in accordance with the following evaluation criteria:

1. **Experience and Key Personnel.** Respondent shall submit complete and detailed history of their experience in similar services within stated scope of work and size of project. PSU will assess the quality and extent of the qualifications of the respondent's proposed key personnel based on a detailed review of the content of the resumes submitted as part of the offer (quote). Key personnel will be evaluated on the following elements which are of equal value of importance in relation to each other:
 - education and experience relative to forest inventory or current vegetation surveys;
 - field season experience;
 - ability to identify tree species, grasses, shrubs, and forbs;
 - ability to use stereo-paired photos for ground location; and,
 - demonstrated abilities to efficiently direct crew operations while maintaining quality control.(40 POINTS)
2. **Ability.** Proposers' statement of ability to perform the work with an emphasis on the following sub-factors:
 - Proposers' ability to deliver data electronically and the proposers' experience with field data recorders (FDR's).
 - Proposers' and their crews' experience with PDR's and electronic data delivery.
 - Proposers' and their crews' experience with FIA PDR's and software, and a backup plan for data collection in the event of PDR failure.(25 POINTS)
3. **Quality Control Plan and Quality of Services.** The respondents' Quality Control Plan shall specify their plan to implement and carry out quality control measures throughout the life of the Contract. Evidence of demonstrated ability to perform services specifically relevant to the scope of work of this RFQ, related techniques., and conformance to good standards of workmanship. (e.g., end users satisfaction with work quality, reworks required due to poor work quality, adjustments made in quality in order to meet production schedule, and ability to resolve problems encountered with the project.
(45 POINTS)
4. **Relevant Past Performance.** Past performance is a measure of the degree to which a respondent, as an organization, has (1) satisfied its customers; and (2) complied with federal,

state, and local laws and regulations. The following elements will be considered, all of which are of equal importance in relation to each other: (1) quality of the proposer's work; (2) timeliness of the firm during performance and the final completion of the project; (3) customer satisfaction; and (4) overall business relations including effective management of business relationships with others, relaying quality concerns, working with others to correct deficiencies and resolve problem areas, working relationships with previous business office staff and technical representatives on problem solving and recommending solutions, proposing new or improved processes/procedures, showing initiative in overcoming obstacles, response(s) to problems with the supervisor and/or operators.

Assessment of the respondent's past performance will be one means of evaluating the creditability of the respondent's quote, and relative capability to meet performance requirements. Personal experience and evaluator knowledge of a respondent's performance may also be utilized at PSU's sole discretion.

(45 POINTS)

5. **Timeliness of Performance** – Evidence of compliance with delivery schedules, reliability, responsiveness to requests for changes in delivery schedule (e.g., added work).

(20 POINTS)

MAXIMUM TOTAL POSSIBLE POINTS = 175 POINTS

SECTION M - AWARD DETERMINATION:

All evaluation factors other than cost or price, when combined, are slightly more important than cost or price.

Awards will only be made to Contractors offering a reasonable price and resources that are technically acceptable. Proposed pricing for ALL line items will be evaluated for reasonableness. Reasonable price and technical acceptability will be the basis for award.

Each quote received will be carefully considered and all information submitted will be kept in strict confidence within legal constraints.

This RFQ does not commit PSU to pay any costs incurred in the preparation of the submission of quotes.

SECTION N - PUBLIC RECORDS:

This RFQ and one copy of each original quote received in response to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a quote contains any information that is considered a trade secret by the Contractor under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

The Oregon Public Records Law, ORS 192.501(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

Pricing information cannot be labeled a trade secret and must be open to public inspection. Contractors are requested to mark only specific pages or text in their quote considered a "trade secret" under Public Records Law. Quotes in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" shall be rejected.

SECTION O - CHANGES AFTER AWARD/ACCEPTANCE OF QUOTE:

After award or acceptance of vendor quote, any changes in the Scope of Work, or additional work otherwise unforeseen at the time of preparation of this solicitation document and subsequent award, shall be addressed in writing, signed by the parties.

SECTION P - BEST AND FINAL OFFER:

Pursuant to OAR 580-061-0155, PSU reserves the right to select the Contractor(s) that, in the collective opinion of the evaluation team, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. In the event that finalist proposals do vary significantly, PSU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it's in PSU's best interest to do so.

SECTION Q - SUPPLEMENTAL TERMS AND CONDITIONS:

Respondents may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the proposer desires to be included as part of the contract. By accepting delivery of these items, PSU is not bound to accept them as part an ensuing contract. PSU shall not consider any terms and conditions that are not submitted with the proposal.

PSU may negotiate such supplemental terms and conditions that are not already covered by PSU's Contract Terms and Conditions. Respondents must submit any additional or supplemental terms and conditions that they would like PSU to take into consideration at the time of submission of response to this Request for Quotes. Acceptance of any of the respondents' supplemental terms and conditions shall be at PSU's sole discretion. Additionally, in the response to the RFQ, respondents must identify their objections to any of PSU's Contract Terms and Conditions incorporated into this Request for Quotes.

SECTION R - OTHER TERMS AND CONDITIONS:

In addition to all of the requirements above, Contractor shall comply with Portland State University's Standard Contract Terms & Conditions, incorporated within this document (see below).

PSU STANDARD CONTRACT TERMS & CONDITIONS

(The following terms and conditions shall govern the agreement entered into by Contractor and PSU, resulting from this RFQ.)

1. DEFINITIONS:
"Agreement" or "Contract" means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices. "Contractor" means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. "ORS" means Oregon Revised Statutes. "PSU" means the State Board of Higher Education acting by and through Portland State University and is synonymous with "Buyer".
2. ACCESS TO RECORDS:
Contractor shall maintain all records pertinent to this agreement in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that PSU, the Oregon Secretary of State's Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Contractor that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Contractor shall retain and keep

accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.

3. **AMENDMENTS:**
The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU.
4. **APPROVALS:**
No work shall commence under this agreement until the agreement has been approved and signed by all parties.
5. **ASSIGNMENT/SUBCONTRACT:**
Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Contractor of any obligations of this agreement, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the agreement as if no such assignment had occurred.
6. **BREACH OF AGREEMENT:**
If Contractor breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Contractor. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Contractor.
7. **CAPTIONS:**
The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.
8. **CASH DISCOUNT:**
If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.
9. **COMPLIANCE WITH APPLICABLE LAW:**
Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
10. **CONFIDENTIAL INFORMATION:**
Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this contract shall be deemed confidential information of PSU and of State ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor agrees that Contractor will not at any time during or after the term of this contract disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this contract, or at PSU's request, Contractor will turn over to PSU all documents, papers and other material in Contractor's possession which contain Confidential Information.
11. **CONFLICT OF INTEREST:**
Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed by Contractor.
12. **CONSIDERATION:**
The consideration paid in this agreement represents the total amount of remuneration for goods and services.
13. **DEFAULT:**
PSU by written notice of default (including breach of agreement) to Contractor may terminate the whole or any part of this Agreement:

(a) If Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Contractor no longer holds a license or certificate that is required for Contractor to perform services under the contract, and Contractor has not obtained such license or certificate within ten (10) business days after delivery of PSU's notice; or (c) If Contractor fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If Contractor fails to perform any of the other provisions of this Agreement or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of agreement) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Contractor shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Contractor's breach of agreement. In the event of repeated breach of public and/or private contracts, Contractor shall be subject to possible disqualification as a bidder on future PSU contracts.

14. DELIVERY:

All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and Contractor's warranty obligations.

15. ECONOMIC OPPORTUNITIES:

Contractor shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

16. FORCE MAJEURE:

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. Contractor shall, however, 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 obligation under this agreement.

17. FOREIGN CONTRACTOR:

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required relative to this agreement. Contractor shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.

18. GOVERNING LAW:

This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PSU and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

19. INDEMNIFICATION:

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, the conduct of work under this Agreement, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless the Oregon University System, the State Board of Higher Education, PSU, and their departments, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Contractor or its officers, employees, subcontractors, or agents acting under this agreement.

20. HOURS OF WORK:

The Contractor shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

21. INDEPENDENT CONTRACTOR:

The services to be rendered under this agreement are those of an independent Contractor. Contractor is not to be considered an agent or employee of PSU for any purpose and neither Contractor nor any of Contractor's agents or employees is entitled to any of the benefits that PSU provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and Contractor, but is rather an agreement between independent parties, these being PSU and the Contractor.

22. **INSURANCE:**
Contractor shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The Oregon State Board of Higher Education, the Oregon University System, Portland State University, and their officers and employees, shall be included as additional insured's in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.
23. **INSURANCE CERTIFICATION:**
Before Contractor commences work under this agreement, Contractor must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.
24. **OWNERSHIP OF WORK PRODUCT:**
All work product of Contractor that results from this Contract ("Work Product") is the exclusive property of PSU. PSU and Contractor intend that such Work Product be deemed "work made for hire" of which institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire", Contractor hereby irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as PSU may reasonably request in order to fully vest such rights in PSU. Contractor forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
25. **NO THIRD PARTY BENEFICIARIES:**
PSU and Contractor 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 persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.
26. **NONDISCRIMINATION:**
Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
27. **NOTICES AND REPRESENTATIVES:**
All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 2 of the solicitation document, and b) to Contractor as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU's contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
28. **PAYMENT:**
Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).
29. **PAYMENTS REQUIRED:**
For all goods and services provided under this agreement, Contractor shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all contributions or amounts due the industrial accident insurance provider from the Contractor or any sub-contracted Contractor; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
30. **PSU PAYMENT OF CONTRACTOR CLAIMS:**
If Contractor fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods, or services if applicable, provided under this agreement, PSU may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this agreement. The payment of a claim by PSU pursuant to this paragraph shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums

which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

31. **RECYCLED PRODUCTS:**
Contractor shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.
32. **RETIREMENT SYSTEM STATUS:**
Contractor is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.
- 33.
34. **SAFETY AND HEALTH REQUIREMENTS:**
Equipment and services supplied 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 Workers' Compensation Department.
35. **SEVERABILITY:**
If any provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
36. **SUCCESSORS IN INTEREST:**
The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
37. **TAX COMPLIANCE CERTIFICATION:**
Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Contractor's knowledge the Contractor is not in violation of any of the tax laws described in ORS 305.380(4).
38. **TAXES – FEDERAL, STATE & LOCAL:**
PSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Contractor has anticipated these taxes and included them in the Proposal.
- 39.
40. **TERMINATION:**
 - a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by PSU upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.
 - b. PSU may also terminate this agreement effective upon delivery of written notice to Contractor or at such later date as may be established by PSU under any of the following conditions:
 - i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
 - ii) if PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.
 - c. The rights and remedies of PSU provided in the above clause are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
41. **TIME IS OF THE ESSENCE:**
Contractor agrees that time is of the essence under this agreement.
42. **WORKERS' COMPENSATION:**
Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires Contractor to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.
43. **MERGER:**
This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Contractor's Proposal constitute the entire

agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

44. WAIVER:

No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

45. WARRANTIES:

Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties shall run to PSU.

END OF REQUEST FOR QUOTES