



**REQUEST FOR QUALIFICATIONS  
No. JD187753Qu**

**LOGGING OPERATIONS QUALIFIED POOL**

For the time period:  
November 2017 – October 2021

**SUBMITTAL LOCATION:**

Oregon State University  
Procurement, Contracts and Materials Management (PCMM)  
644 SW 13th Street  
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.  
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

## **1.0 INTRODUCTION**

### 1.01 Introduction:

This Request for Qualifications (RFQu) is to establish a Qualified Pool of Logging Contractors. In order to gain entrance to the Qualified Pool, Contractors must be pre-qualified to provide Logging Operations to Oregon State University (OSU) including having readily available all necessary labor, materials and equipment in order to harvest timber for the OSU College of Forestry, Research Forests.

Research Forests include McDonald-Dunn Forest, Benton County, Oregon; OSU Ram's Dell Forest, Clackamas County, Oregon; OSU Spaulding Forest, Benton County, Oregon; OSU Marchel Forest, Benton County, Oregon; OSU Cameron Forest, Benton County, Oregon; OSU Matteson Forest, Washington County, Oregon; OSU Oberteuffer Forest, Union County, Oregon. OSU reserves the right to add or remove Research Forests from this RFQu at any time.

Acceptance into the Qualified Pool only signifies an entity has prequalified and does not obligate OSU to issue a contract. Solicitations to the Qualified Pool will be issued as work requirements arise. The award of Contracts associated with these solicitations will be completed per the methods described in Section 3.04 and the evaluation criteria included in each solicitation package.

### 1.02 Background:

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

## **2.0 SCOPE OF WORK AND REQUIRED QUALIFICATIONS**

### 2.01 Sample Contract.

Contractors selected from the Qualified Pool to perform services will be issued a separate contract. A template of this contract is included at Exhibit A. The Contract provided in Exhibit A is the Contract OSU plans to use for work solicited through the Qualified Pool that will result from this RFQu. The Contract is non-negotiable.

### 2.02 Required Qualifications

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

- a) The Proposer must be an OPL (Oregon Professional Logger) certified logging operator at or before the Proposal Due Date and Time (see, <http://www.oregonloggers.org>) OSU will verify listing of Proposer company name on this website directory on the proposal due-date after the proposal due-date and time have closed.
- b) In the past 3 years, Proposer and its owners, principals and affiliates have had no major State or Federal forest practices violations, including violations of Oregon Department of Forestry Forest Practice Administrative Rules & Forest Practices Act, which can be found at: <http://www.oregon.gov/ODF/Documents/WorkingForests/FPARulebook.pdf>

- c) Proposer and its owners, principals and affiliates have not been convicted for
  - a. Timber or Special Forest Product Theft
  - b. Chemical/fuel/oil spills that contaminated the waters of the state
  - c. Fire starts with no means of responding to the fire

### 2.03 Qualified Pool Time Period.

The Qualified Pool will be open for the period November 2017 – October 2021. At any point during this time period, entities who wish to participate in the Qualified Pool may submit their qualifications and will be notified as to whether they are accepted into the pool. Once accepted into the Qualified Pool, the participant does not need to reapply during the time period the pool is open unless rejected from the pool. See Section 4.09 'Removal from Qualified Pool/Re-acceptance' for more details. Acceptance into the pool does not obligate OSU to issue a contract.

### 2.04 Contract Issuance.

Oregon State University will issue contracts to those participants in the Qualified Pool that best meet the requirements of the individual projects as reflected by the criteria in the individual solicitations. Performing work without a fully executed Contract may result in non-payment of work performed, or termination of an impending contract.

## **3.0 REQUIRED SUBMITTALS, REVIEW AND SELECTION**

### 3.01 Required Submittals:

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

- a) Filled out and Signed Letter of Intent including References – Attachment 1

### 3.02 Submittal Location:

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

Oregon State University  
Procurement, Contracts and Materials Management  
Attn: Joshua Dodson  
644 SW 13<sup>th</sup> Street  
Corvallis, Oregon 97333  
Fax: (541) 737-2170  
Telephone: (541) 737-3572  
E-mail: Joshua.dodson@oregonstate.edu

### 3.03 Review

OSU shall review entities submittals to determine if the qualifications set forth in the Request for Qualifications have been met. If the entity meets the qualifications, Procurement, Contracts and Materials Management will send a letter of acceptance as a participant into the Qualified Pool. If the entity does not meet the qualifications, OSU will send a letter of rejection including the grounds for rejection and a statement of the appeal rights and deadlines pursuant to OSU Standard 580-061-0130. Acceptance into the Qualified Pool does not entitle the participant to the award of a Contract.

### 3.04 Selection of Contractors from Qualified Pools.

OSU may award work through the Qualified Pool at the following 3 levels.

- a) OSU may purchase directly from a Qualified pool participant if the cost of the work will not exceed \$25,000.

- b) For work expected to range between \$25K to \$150K, OSU must make all reasonable efforts to solicit for proposals from at least 3 Qualified Pool participants and thereafter make an award to the highest ranked proposer defined by the evaluation criteria and the written evaluation of the selection committee on a 'per scenario' basis.
- c) For work expected to exceed \$150K, OSU must make all reasonable efforts to solicit to all Qualified Pool participants and thereafter make an award to the highest ranked proposer defined by the evaluation criteria and the written evaluation of the selection committee on a 'per scenario' basis.

3.05 Termination.

Procurement, Contracts and Materials Management may discontinue or terminate a Qualified Pool at any time by giving notice to all participants in the Qualified Pool.

<b>4.0 INSTRUCTIONS</b>
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4.01 Provisions and Requirements:

This Request for Qualifications and any resulting contract(s) are subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Standards and Policies.

4.02 Right to Reject:

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

4.03 Change or Modification/Addenda:

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

4.04 Preparation and Submission:

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

4.05 Withdrawal:

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

4.06 Agreement to Requirements, Terms and Conditions:

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

4.07 Preparation Costs:

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

4.08 Investigation of References:

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

#### 4.09 Removal from Qualified Pool/Re-acceptance

Acceptance into the Qualified Pool resulting from this Request for Qualifications is contingent on each Proposer continuing to meet required qualification criteria as stated in Section 2.02 above. If at any time a participant fails to meet the required qualifications listed above in Section 2.02 they shall be removed from the pool via written notice from OSU. Participants may re-apply for entry into the Qualified Pool after being removed, however they will not be re-accepted into the Qualified Pool unless they can prove that they meet the required qualification criteria.

**ATTACHMENT 1**

**LETTER OF INTENT TO PARTICIPATE IN THE OREGON STATE UNIVERSITY LOGGING OPERATIONS QUALIFIED POOL**

Date

Josh Dodson, Procurement Contract Officer  
Oregon State University  
644 SW `13<sup>th</sup> Street  
Corvallis, OR 97333

RE: Letter of Intent for OSU LOGGING OPERATIONS QUALIFIED POOL

Dear Oregon State University:

This Letter of Intent confirms \_\_\_\_\_ desire to participate in the LOGGING OPERATIONS QUALIFIED POOL. I confirm that my company and all owners, principals and affiliates meet the required qualifications set forth in Section 2.02 of Request for Qualifications No. JD 187753Qu. I have attached 1) an executive summary of my company, including a current list of equipment, human resources, subcontractors, etc., and 2) a current list of references.

This Letter of Intent is not intended to be contractual in nature, but is an acknowledgement of the general terms under which my company will participate in the LOGGING OPERATIONS QUALIFIED POOL.

Sincerely,

Name  
Title  
Date

Enclosed: List of References

Attachment 1 – List of References (please provide a minimum of six references)

**REFERENCE 1**

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

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**REFERENCE 2**

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

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**REFERENCE 3**

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

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**REFERENCE 4**

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

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**REFERENCE 5**

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

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**REFERENCE 6**

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

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**EXHIBIT A  
CONTRACT TEMPLATE**

The following Contract is applicable to this Request for Qualification.

This Contract is between Oregon State University and its Research Forests ("OSU"), and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Solicitation Request number <Contract Number> entitled <Work Description Name> and Contractor was selected as the Proposer best able to provide these services;

and

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

NOW, THEREFORE, OSU and Contractor agree as follows:

**DEFINITIONS:**

- A. COF: OSU College of Forestry.
- B. PCMM: OSU Procurement, Contracts, and Material Management.
- C. OSU Forests: McDonald-Dunn Forest, Benton County, Oregon; OSU Blodgett Forest, Columbia County, Oregon; OSU Ram's Dell Forest, Clackamas County, Oregon; OSU Spaulding Forest, Benton County, Oregon; OSU Marchel Forest, Benton County, Oregon; OSU Cameron Forest, Benton County, Oregon; OSU Matteson Forest, Washington County, Oregon; OSU Oberteuffer Forest, Union County, Oregon.

**1. CONTRACT TERM, TERMINATION, AND REMEDIES FOR CONTRACTOR'S PERFORMANCE:**

**A. CONTRACT TERM.**

This Contract is effective on the date of last signature and expires when all awarded services have been completed and accepted by OSU.

**B. TERMINATION.**

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, (d) if the OSU program for which this Contract was executed is abolished or e) the Proposer has failed to meet the required qualification criteria as stated in Sections 2.02 and 2.03 of the Request for Qualifications (RFQu).

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Contractor fails to timely provide services or materials called for by this Contract; or

(b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

#### C. REMEDIES FOR CONTRACTOR'S DEFAULT.

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

Additionally, in the event of default, OSU may opt not to return the 5% retainage (or portion thereof) described in Section 3 'Compensation' Paragraph A 'Basis of Payment for Services' until the resolution or settlement of the dispute and it will offset any damages found to be owed to OSU. These remedies are cumulative to the extent they are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

#### D. DAMAGES.

1) Contractor shall comply with the most current Oregon Forest Practices rules and regulations. Contractor shall exercise all reasonable precautions to protect forest ecosystems, roads, and facilities in and adjacent to designated work areas in accordance with instructions and guidelines of the OSU Performance Administrator. Contractor shall be held responsible for any violations and fines that result from negligence or misconduct on the Contractor's part.

2) Contractor shall be exclusively responsible for any damage to reserved timber. Except that if damage to reserved timber occurs and is determined unavoidable by OSU, in OSU's sole discretion, then no charge will be made for damage.

3) If Contractor's activities result in avoidable damage to reserved timber, in OSU's sole discretion, Contractor shall fairly compensate OSU at the following rates:

(A) Single the stumpage value shall be paid to OSU when:

- a) "Minor damage" defined as bark removed down to the cambium layer of a tree, such removal affecting at least 24 square inches, but less than damage defined as "major damage", to reserved timber occurs during the course of normal logging;
- b) Trees must be cut in order to facilitate operations, or for safety around landings, without prior approval of OSU.

(B) Double the stumpage value shall be paid when:

- a) "Major damage" defined as bark removed down to the cambium layer over an area of the bole which has one dimension (height or circumference) greater than the diameter of the tree, or any visible bark removal on the tree roots.
- b) More than 50 percent of live crown is removed.
- c) Tree is knocked down or leaning more than 10 degrees from vertical.

(C) Triple the stumpage value shall be paid when:

- a) reserved timber is intentionally cut or removed;
- b) reserved timber is intentionally damaged;
- c) repeated major damage occurs to reserved timber;
- d) any intentional "notching" or undercutting of reserved timber with an axe or saw occurs.

If, as a result of Contractor's operations, more than five (5) percent of the reserved trees on any acre suffer, in OSU's sole opinion, minor damage, or if reserved timber suffers, in OSU's sole opinion, major damage, then OSU reserves the right to:

- Suspend work performed until OSU and Contractor have agreed upon corrective measures.
- Require limitations on log length and the number of logs, or both in each yarding turn.
- Specify the size and type of equipment to be used.
- Require setting layout and engineering analysis of skyline payloads and rigging configurations.
- Require damaged timber be left on site.
- Assess damages as outlined within this section on the previous page (Single, Double and Triple values).

## 2. STATEMENT OF WORK:

### A. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

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

Logging operations in compliance with all specifications and requirements listed in Attachment A and Attachment B, which are hereby referenced and incorporated into this Contract.

Prices, as submitted by Contractor in response to <Solicitation Number> and integrated herein as Attachment D, shall be considered binding for the <year> calendar year.

Contractor shall procure all necessary permits and licenses.

Contractor shall prepare and implement a site specific logging/operations plan to meet OSU resource, marketing and destination delivery objectives. Contractor shall submit the plan to OSU for approval and shall not begin operations until OSU approves, in writing, the plan (see Attachment A to this Contract). Contractor must be able to perform all activities associated with typical logging operations, including but not limited to, constructing and maintaining access roads as stated in Attachment B, Road Maintenance Requirements, felling, log manufacturing, yarding/skidding, loading, hauling, slash piling or disposal, all according to OSU specifications herein and in compliance with legal obligations in OSU Research Forests. Contractor must protect watersheds according to current Oregon Forest Practices Act Regulations and OSU specifications in Section 3, Protection of Watershed, of Attachment A, and provide and maintain sanitary facilities pursuant to OSU specifications in Sections 3D(2) through 3D(4), Protection of Watershed, of Attachment A. Contractor must protect reserve timber, snags and down logs as designated by OSU in Section 4, Reserved Timber, of Attachment A, as required by law, or as designated by Contractor in the operation. Contractor must be sensitive to and take precautions to identify and protect un-inventoried cultural resources as instructed by OSU pursuant to Section 5, Protection of Culturally

Sensitive Areas, of Attachment A. Contractor must be willing to modify standard operations to accommodate research needs as requested by OSU. Contractor may also be requested to negotiate hourly equipment rates.

### **3. COMPENSATION:**

#### **A. BASIS OF PAYMENT FOR SERVICES.**

OSU shall pay Contractor based upon net scale on itemized scaling certificate, scaling tickets and load tickets for saw logs, not to exceed the amount shown in Attachment D, and based on weight certificates for logs/pulp sold on a tonnage sale. OSU shall pay \$/TON or \$/MBF.

OSU will reserve as retainage, from any progress payment, and the total contract price, an amount equal to five (5) percent of the appropriate payment for each billing period. As work progresses OSU may, solely within its discretion, reduce the amount of the retainage if, in OSU's opinion, work is progressing satisfactorily, or OSU may pay in full for completed full segments of the Contract. The retainage held by OSU shall be included in, and paid to, Contractor as part of the final payment once all aspects of the Contract have been performed, unless the Contractor has defaulted pursuant to section 1.C of this Contract. In that case, the retainage will be held by OSU until the settlement or resolution of the dispute and OSU may use the retainage to off-set any damages found to be owed to OSU.

#### **B. GENERAL PAYMENT PROVISIONS.**

Payment will be made to Contractor by the 30<sup>th</sup> of the month for services performed from the 1<sup>st</sup> through the 15<sup>th</sup> of the month, and by the 15<sup>th</sup> of the month for services performed from the 16<sup>th</sup> through the last day of the previous month. Contractor may invoice OSU to coincide with the above payment schedule. The invoice shall include:

- a. Name of timber harvest and contract number.
- b. A description of services performed, including the dates services were performed.

OSU shall pay Contractor for services performed at the prices and rates specified in Attachment D. Contractor shall not be paid for any utility logs that have been mis-shipped to sawlog destinations. Any net loss of revenue resulting from species mis-shipment will be deducted from payment to Contractor each pay period. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor.

### **4. INSURANCE AND INDEMNIFICATION:**

#### **A. GENERAL LIABILITY INSURANCE.**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. The policy shall include a Logging and Lumbering endorsement (also known as Logger's Broad Form), including \$300,000 for non-negligent firefighting coverage. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

#### **B. AUTOMOBILE LIABILITY INSURANCE.**

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance, which includes coverage for logging vehicles. This coverage for

logging vehicles may be provided under a separate commercial auto logging insurance. Coverage limits shall not be less than \$2,000,000 combined single limit per occurrence.

**C. PROPERTY INSURANCE.**

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

**D. WORKERS' COMPENSATION.**

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126. Workers' Compensation coverage shall be maintained at all times in accordance with statutory limits and Employer's Liability insurance shall have minimum limits of \$500,000 each accident; \$500,000 disease-each employee; \$500,000 disease-policy limit.

**E. PRIMARY COVERAGE.**

Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory.

**F. ACCEPTABILITY OF INSURERS.**

Insurance is to be placed with insurers authorized to do business in the State of Oregon with an A.M. Best rating of not less than A-VII, or such other insurance carrier approved in writing, in advance, by OSU.

**G. CERTIFICATES OF INSURANCE.**

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to the OSU Contract Administrator, upon request. Endorsements shall accompany the certificate(s) and will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and self-insurance included hereunder.

**H. NOTICE OF CANCELLATION OR CHANGE.**

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

**I. SUBCONTRACTORS**

If Contractor enters into approved subcontracts for any services to be provided by Contract to OSU, Contractor shall require that all subcontractors maintain insurance meeting all the requirements stated in section 4.

**5. INDEMNIFICATION:**

**A. INDEMNITY.**

- a. Contractor shall indemnify, hold harmless and, not excluding OSU's right to participate, defend OSU and its officers, board members, employees, agents and other representatives from and against all liabilities, claims, actions, damages, losses, or expenses, including without limitation reasonable attorneys' fees and costs, that: (i) are caused or alleged to be caused, in whole or in part, by the negligence, omissions, wrongful acts or willful misconduct of the Contractor or any of its officers, directors, agents, employees, or subcontractors, or (ii) allege Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party, or (iii) that arise from the Contractor's failure to use every possible effort to prevent, control or extinguish any fire. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

## B. DEFENSE.

- a. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

## 6. LAWS AND POLICIES:

### A. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.
- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

### B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract, including, without limitation, any such laws or regulations regarding employment discrimination. The parties shall at all times comply with all applicable Standards, policies and practices of OSU. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the

Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

#### C. FEDERALLY REQUIRED PROVISIONS.

- a. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for a contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.
- e. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or

otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Contractor hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

**D. PUBLIC RECORDS LAW NOTICE.**

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.410-192.505).

**E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.**

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

**F. FIREARMS POLICY.**

OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on OSU property.

**G. PARKING.**

Contractors doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Contractor parking permits may be obtained through OSU's Office of Transit & Parking Services.

**H. SEXUAL HARASSMENT POLICY.**

OSU has adopted policies that prohibit sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

**I. SMOKING POLICY.**

OSU has adopted a policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces. To the extent applicable, Contractor shall comply with OSU's Smoking Policy.

**7. GENERAL TERMS AND CONDITIONS:**

**A. ORDER OF PRECEDENCE.**

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

**B. NO THIRD PARTY BENEFICIARY.**

OSU and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide



any benefit or right, whether directly, indirectly, or otherwise, to third parties

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU, the federal government, and their duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

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

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU, or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent Contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

- a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Performance Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.
- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

OSU Contract Administrator  
OSU PCMM  
ATTN: Contract Administrator  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333  
Telephone: (541) 737-4261  
Fax: (541) 737-2170  
E-mail: [pacs@oregonstate.edu](mailto:pacs@oregonstate.edu)

and:

OSU Performance Administrator  
Brent Klumph  
Forest Manager  
8692 Peavy Arboretum Road  
Corvallis, OR 97330  
Telephone: (541) 737-6594 - Office  
Telephone: (541) 979-4254 - Cell  
E-mail: [brent.klumph@oregonstate.edu](mailto:brent.klumph@oregonstate.edu)

CONTRACTOR Contract Administrator

[Name]  
[Title]  
[Address]  
[City, State, Zip]  
Telephone: [Phone Number]  
Fax: [Fax Number]  
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLABLE PRODUCTS.

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

K. SALES AND USE TAXES.

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

other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

L. FORCE MAJEURE.

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. EXECUTION AND COUNTERPARTS.

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

N. SURVIVAL.

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

O. SEVERABILITY.

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

P. MERGER.

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

Q. FIRE PREVENTION:

a) Contractor shall take all necessary measures for the prevention and suppression of fire in conformance with the requirements of the Oregon statutes and the State Forester's regulations. The OSU Performance Administrator will check that the Contractor is in compliance with fire rules and regulations at the beginning of each fire season or upon random inspections. The OSU Performance Administrator or Oregon Department of Forestry's (ODF) Fire Protection Officer will also conduct spot inspections to ensure that the fire equipment is operational and that Contractor is maintaining a fire safe work site. Contractor shall suspend operations as needed to conform to the State Forester's regulations, or when, in the judgment of OSU, such suspension is considered necessary for fire safety, and Contractor shall not resume operations until authorized to do so by the OSU Performance Administrator. At OSU's request, Contractor shall close active operating areas to other forest users during logging suspensions to protect persons and equipment and limit liability of OSU and Contractor due to the actions of third parties. In the event of fire on the Research Forests, or along roads used by the OSU Contractor in any operation, Contractor shall immediately exert every reasonable effort to control, extinguish and prevent the spread of such fire.

**8. CERTIFICATIONS AND SIGNATURES:**

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

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

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

**CONTRACTOR:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**OSU:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A**  
**Logging Operations**

**1) LOGGING PLAN:**

Contractor shall execute the approved logging and operations plan for all operations to be conducted under this Contract. OSU shall require an on-site meeting prior to issuing of the start work order, attended by Contractor, sub-Contractor(s), and OSU representatives. The logging and operations plan will be reviewed at this time. OSU's approval of the logging and operations plan must be obtained prior to commencement of any operation, and Contractor must comply with this plan. Upon acceptance of the logging and operations plan, OSU shall issue a written start work order. Contractor shall then notify OSU of intent to start within 48 hours of issuance of said order. It shall be Contractor's responsibility to notify OSU whenever operations will be inactive for more than 3 days, and again when operations will be resumed.

A) Upon approval by OSU, the logging and operations plan shall automatically be incorporated into, and made part of, this Contract. Contractor's strict compliance with the logging and operations plan, as approved by OSU, is a material condition and covenant of this Contract.

B) Pre-Work Meeting: Prior to commencement of any work, OSU will hold an operational meeting with Contractor to schedule work and review the Contract requirements. Contractor shall do no work before said meeting. The purpose of this meeting will be to clarify any questions regarding the Contract specifications and to designate OSU's Performance Administrator and Contractor's Field Representative for this Contract.

C) Changes in Specifications: OSU and the Contractor may jointly agree to deviate from the Contract specifications as they pertain to the resource management objectives. These deviations shall be allowed only with the prior verbal or written approval of OSU's Performance Administrator or his designated representative.

D) Harvest Area Marking Guidelines:

- 1) Riparian and protected zones may or may not be flagged with pink or blue boundary markers. If riparian and protected zones are not flagged on the ground by OSU, then Contractor shall retain all understory vegetation, trees, downed wood and snags that are not safety or fire hazards within riparian management areas in accordance with applicable water protection rules (OAR 629-635-0000 through 629-660-0060) depending on the water classification of the associated stream, lake, or wetland.
- 2) Exterior boundaries are marked by OSU with blue boundary markers and blue flagging. Interior unit boundaries are marked with flagging and are identified on specific unit maps.
- 3) Additional reserved trees and snags are marked with paint above and below stump height. Paint color sequence will be discussed with Contractor at the Pre-Work Meeting. Trees that are to be cut and limbed and left for down wood are marked with paint and will be discussed at the Pre-Work Meeting.
- 4) Cultural Resource sites will be identified on the ground by OSU and reviewed with Contractor at the Pre-Work Meeting. There are to be no site disturbing activities within the boundary of the identified sites, including no tree removal, no equipment crossing and no tail holds. Hand pulling of haywire and raising a skyline are exceptions.

**2) HARVESTING OPERATIONS**

Felling. Contractor shall comply with the following requirements for felling.

- A) Prior to felling on the timber harvest area, Contractor shall arrange to have all the cutters who will work in the harvest units meet in person with OSU to review the log and felling specifications. Contractor shall give OSU 48 hours' advance notice before starting a new cutter.

- B) Prior to felling, all skid roads, landings, cable corridors, intermediate support trees, rub trees, tail trees and tailholds shall be marked on the setting by the Contractor and approved by OSU. Felling of trees within cable corridors, skid roads and landings shall be done prior to felling the remainder of the setting. Tail spars and intermediate supports located within the cutting areas shall not be felled.
- C) In clearcut areas, fell all trees which are 25 feet or more in height and 6 inches or more in diameter, measured 4½ feet above the ground on the uphill side, within the cutting unit boundaries, except those designated as wildlife trees or snags and marked with a blue "wildlife tree" tag. This requirement also applies to brushy species regardless of size such as vine maple, cascara, cherry, and willow.
- D) Fell all snags that are considered to be a safety hazard. Any snags that are felled shall be left within the timber harvest area.
- E) Trees that will damage roads shall be felled prior to road construction or improvement.
- F) OSU may require certain trees or snags, described by the preceding specifications, to be left standing if they are needed for wildlife habitat, or if the snags do not constitute a fire or safety hazard. OSU shall designate such trees or snags at the time of timber felling, or prior to snag felling.
- G) Use all reasonable efforts to ensure that trees are not felled across harvest area boundaries, unless authorized in writing by OSU. Any trees that fall across harvest area boundaries shall be yarded back into the harvest area prior to limbing or topping.
- H) Contractor shall employ the following timber cutting practices on the timber harvest area(s), unless otherwise approved by OSU.
- a) Trees shall be felled to the longest lay, using necessary means (wedging, jacking, etc.), favoring an angled lead to designated skid trails and skyline corridors.
  - b) Trees shall not be felled across draws, over ridges, or across previously felled trees.
  - c) Trees shall be directionally felled away from or parallel to protected stream courses, archaeological sites, improvements, and OSU property boundaries as set out in Scenario Maps in Attachment C for more details.
  - d) Trees that cannot be controlled into desired felling patterns (snags, rotten-butted trees, leaners, etc.) shall be felled first, and the direction of subsequently felled timber corrected accordingly.
  - e) Trees within the timber harvest area whose best lay will be adversely affected by road construction shall be felled concurrently with right-of-way timber. Contractor shall notify OSU prior to cutting any trees posted with "Right-of-Way Boundary" signs.
  - f) Windfalls shall be bucked off as close as practicable to the roots to ensure maximum recovery of merchantable volume. Those which cannot be bucked safely shall be left with a merchantable log attached and either bucked on the landing or moved by rigging into a safe position for bucking.
  - g) Windfalls not parallel to the felling pattern, that cannot be removed first, shall be bucked into lengths necessary to control breakage prior to the felling of standing timber. Preferred lengths of logs may have to be altered when bucking windfalls.
  - h) Swing cuts shall not be used on trees with a stump diameter greater than 10 inches.
  - i) Maximum stump height shall be 12 inches or 50 percent of stump diameter, whichever is greater. Heights shall be measured on the uphill side.
  - j) Contractor shall manufacture logs per instructions based on OSU manufacturing requirements. All trees shall be limbed and bucked. All knots, bumps, etc. shall be trimmed flush with the trunk of the log. Both ends of the logs will be bucked square.
  - k) In the event that, in OSU's opinion, excessive breakage occurs due to improper leads or felling, OSU's Performance Administrator may suspend operations until such time that the Contractor takes corrective measures.

- l) Contractor will not cut any Leave Tree or Wildlife Tree marked for retention without prior approval of Performance Administrator.
- m) Felling shall be “to lead” to the Designated Skid Trails or cable corridors.

### Log manufacturing Specifications

A). Substitution of Trees. Contractor shall leave acceptable substitute trees as approved by OSU to replace any reserve trees which must be cut on occasion to facilitate logging (i.e., cable corridors, landings or skid trails) or to resolve safety problems (i.e., danger trees, guyline trees, hang-ups) and for any conifer reserve trees to which, in OSU’s opinion, Contractor has caused major damage.

Acceptable substitute trees will be agreed upon by OSU. Substitution of trees without approval of OSU is prohibited.

### B) Yarding Operations

- 1) Merchantability: Contractor shall remove all merchantable logs (including chipable wood) from trees designated for cutting, except those specified for the woody debris requirement. Merchantable log standards shall be set by OSU prior to issuing start work order, and Contractor will comply with those standards.
- 2) Ground Based Yarding Specifications: Contractor will pre-mark Designated Skid Trails in the harvest area so as to minimize soil disturbance and compaction from ground-based operations. Where possible, Contractor will strive to reuse preexisting skid trails from previous harvests to minimize soil compaction. The skidding pattern will be designated according to the Contractor’s logging plan, approved by OSU.
  - a) Designated Skid Trails are travel ways to be marked on the ground by the Contractor and approved by OSU's Performance Administrator.
  - b) Contractor shall construct Designated Skid Trails before felling timber or mark the Skid Trails so that prior approved location can be reestablished. Trail width shall not exceed 12 feet.
  - c) Contractor shall restrict the operation of all ground-based equipment to the Designated Skid Trails. Shovel logging equipment, mechanized fellers, processors, or harvesters may be permitted to operate beyond Designated Skid Trails on a case-by-case basis, if approved by OSU. Contractor shall avoid damage to clumps of healthy advanced coniferous regeneration as practicable or as identified by OSU.
  - d) Contractor shall not skid logs on haul roads.
  - e) At the conclusion of skidding, Contractor shall rip skid trails in the final harvest units, and smooth to eliminate rutting, berms and irregular features created by the skidding operations in thinning units. Ripping shall be deep enough to break apart the compacted layer created from repeated passes over the skid trail. OSU Performance Administrator will approve ripping prior to completion. Contractor shall construct water bars as designated by OSU to control water movement and sedimentation.
  - f) At the conclusion of landing operations, Contractor shall clean landings of debris, blade them smooth, slope them to allow drainage, and pile logging slash away from residual timber.
  - g) Contractor proposals to log with alternative logging equipment or systems shall be submitted in writing to OSU prior to commencement of operations. OSU reserves the right to reject or modify plans. If an alternative plan is approved by OSU, Contractor shall bear responsibility to mark changes on the ground for OSU review and approval before operations are started.

- h) Contractor shall suspend operations when, in OSU's opinion, soil moisture conditions are causing adverse resource damage.
- i) If, in OSU's opinion, operations of Contractor threaten or cause excessive damage to the soil or reserve timber, OSU may require Contractor to comply with one or more of the following:
  - 1) Reduce the length of logs.
  - 2) Reduce the number of logs in each yarding turn.
  - 3) Perform a thorough layout and engineering analysis of landing and skid road locations.

3) Cable Yarding Specifications. Contractor shall comply with the following specifications:

- a) Contractor shall use only cable systems for yarding within the designated portion of the timber harvest area, except as approved by OSU in the logging and operations plan.
- b) Logging systems shall be designed to minimize soil disturbance. Logs shall be suspended by one end when yarding on all settings unless otherwise authorized in writing by OSU.
- c) Logs shall be fully suspended when yarding across any designated riparian or other protected resource area unless authorized in writing by OSU
- d) When skyline, haulback, or other cables pass through or over any designated riparian or other protected resource area pursuant to Section 1.D.1 above, all necessary precautions shall be taken to protect reserved timber and associated vegetation.
- e) Place debris from yarding (tops, limbs, cull logs, etc.) in a stable location approved by OSU prior to moving to another landing area. Debris shall not be left lodged against standing trees.
- f) If tailhold, intermediate support trees, or guyline trees inside or outside of the timber harvest area are necessary to facilitate yarding operations, acquire written approval from OSU prior to their use. Upon approval, clearly mark each tree and take precautions to prevent damage to said trees including, but not limited to:
  - 1) Using trees near the timber harvest boundary that can be felled and yarded without causing damage to reserved timber.
  - 2) Using nylon straps to attach to tailhold trees.
  - 3) Using tree plates, tires, or other suitable materials between cable straps and the tree to prevent scarring.
  - 4) Limiting notching of the tree – to prevent strap slippage – to less than 25 percent of the circumference of the tree, unless the tree has been approved by OSU to be cut and removed.
- g) Use skyline carriage capable of maintaining a fixed position on the skyline during lateral yarding and capable of passing intermediate supports, unless otherwise approved in writing by OSU.
- h) Suspend all cable yarding operations if, in OSU's opinion, operations of the Contractor threaten or cause excessive damage to the soil or reserve timber. In that event, OSU may require Contractor to comply with one or more of the following:
  - 1) Reduce the length of logs.
  - 2) Reduce the number of logs in each yarding turn.
  - 3) Perform a thorough layout and engineering analysis of landing and skyline road locations, payloads, lift/tail tree locations, guyline anchor locations and feasibility for intermediate support use.

4) Mechanical Processing: Unless waived by OSU in accordance with the Contract, Contractor shall, in the presence of OSU Performance Administrator (or performed by OSU), measure a minimum of 10 logs twice daily to ensure compliance with log manufacturing specifications.



### 5) Loading and Hauling:

- a) Contractor shall not move logs on weekends. **At no time will hold-over loads be allowed, unless authorized in writing by the OSU Performance Administrator.**
- b) Contractor will include an OSU Research Forest load ticket with each load of logs. Contractor shall completely and accurately fill out all portions of the multi-part, serially numbered log load receipt before each truck leaves the landing area. Contractor shall turn in to OSU's Performance Administrator an empty ticket book to receive a replacement. Contractor shall include only two ticket books per log loader. Contractor will not bring any other ticket books on OSU property without approval of the OSU Performance Administrator.
- c) Contractor shall account for each and every serially numbered log load receipt.
- d) OSU shall designate the log brand to be used and shall provide the branding hammer. Contractor shall bring no other brands or branding hammers on OSU property. In case of loss or damage to the issued brand or hammer, Contractor shall pay for repair or replacement, at the discretion of OSU's Performance Administrator. Contractor shall brand and paint one end of each log loaded prior to removal from the contract area.
- e) Contractor must conduct dust abatement for public safety and to prevent degradation of existing roads. Contractor shall use water for abatement unless otherwise authorized by the OSU Performance Administrator.
- f) Contractor will ensure that all of its vehicles over 10,000 GVW have reduced tire pressure not to exceed 95 psi on steering axle tires and 71 psi on all other tires when driving on all OSU College Forests haul roads from September 15 through June 30 to avoid subgrade damage and to reduce road maintenance.
- g) Contractor will ensure that all of its vehicles will not exceed the maximum speed limit of 15-20 miles per hour on all OSU haul roads. Drivers should be on alert for recreationists on or crossing haul roads. Speed limit reduces to 15 miles per hour near gates and areas of high congestion.

### **3) PROTECTION OF WATERSHED:**

- A) Contractor shall take all necessary precautions to prevent damage to stream banks, any stream course, lake, reservoir, or forested wetland within or adjacent to the harvest area. Definitions of Type F, Type D, Type N streams and springs, bogs or wetlands contained in the Oregon Forest Practices Act apply to this Contract. Prior to commencing any operations, Contractor shall read and become familiar with the forest practice notice and any written plans required for services to be performed under this Contract.
- B) In addition, Contractor shall perform all measures necessary to protect stream and lake banks, streambed, and vegetation within the associated buffer of streams and lakes shown on Scenario Maps. Necessary measures include, but are not limited to, the following:
  - 1) Fell adjacent trees and snags away from or parallel to the buffer to prevent them from entering the buffer;
  - 2) Do not operate ground-based equipment within the buffer, unless authorized in writing by OSU;
  - 3) All trees designated for cutting inside the buffer shall be felled utilizing best lay practices to minimize damage to other vegetation. Felled trees shall not cross or enter the stream unless allowed by OSU.

C) Stream Clearance: Contractor shall comply with the following instructions for removal of debris that enters streams as a result of Contractor's operations.

- 1) Debris entering all streams shall be removed by the end of operations each day, unless an alternate practice is approved by OSU Performance Administrator.
- 2) Contractor shall notify OSU Performance Administrator when debris more than 2 inches in diameter on the small end and more than 6 feet in length enters Type F and Type D streams. Contractor shall either leave or remove such debris as directed by OSU.
- 3) Debris entering Type N streams shall be removed within 14 days of completion of yarding.
- 4) Debris clearance is required on all stream courses indicated within cutting areas integrated into Attachment C of the executed Contracts as appropriate.
- 5) Debris shall be cleared up to the high water mark on all streams. All removed debris shall be placed in a stable location, approved by OSU, above the high water mark.

In addition to other protective measures required by OSU, this Contract or professional standards, Contractor shall discontinue all or part of the operations under this Contract upon notice from OSU that operations will cause excessive damage to the watershed, in OSU's sole opinion.

D) Contractor shall take all precautions necessary to protect the watershed from damage and to prevent pollution to the water supply. Precautions shall include, but not be limited to, the following:

- 1) Laws, Rules and Regulations: Comply with Oregon laws and with the rules and regulations of the Oregon State Board of Health relative to protection of watersheds and sanitation of public water supply.
- 2) General Sanitary Conditions: Do not create any conditions which may permit breeding of flies or mosquitoes. Machinery, equipment, soil, and fuel storage shall not be located near streams. Waste oil will be removed from the watershed immediately.
- 3) Contractor shall wash all logging equipment prior to entering the Research Forests property and prior to exiting the Research Forests property.
- 4) Privies: Place a clean, sanitary, and usable privy at each landing and other main points of operation and require all personnel to use the privies. Privies shall be placed at locations approved by OSU not closer than 100 feet to any stream. The privies shall be constructed as follows, unless other types are approved by OSU prior to being placed in use:

The housing shall be waterproof and flyproof, and the toilet shall be equipped with a seat and cover. A receptacle shall be provided for all refuse and the privy shall be equipped with a separate urinal draining into the receptacle. The receptacle shall be not less than 45-gallon capacity and the refuse shall be removed from the receptacle and disposed of off the watershed area. The receptacle shall be vented through the roof of the privy housing.

Pit type privies shall not be permitted on the watershed.

- 5) Personnel: All personnel shall be required to use the privies. Contractor shall verbally instruct all personnel employed on the watershed in the required sanitary precautions.
- 6) Overnight Camping Prohibited: No person shall remain on the watershed overnight, unless authorized in advance in writing by OSU.

#### **4) RESERVED TIMBER:**

Reserved timber is that timber including trees, snags, and logs in the harvest areas, which has not been sold to a purchaser. The following is reserved timber and shall not be damaged, cut or removed by Contractor, unless otherwise approved in writing by OSU. Failure to leave the required reserved timber shall be handled as described under the DAMAGES section of the contract.

A) Down woody debris, dead and down trees and logs in final harvest units.

Two down trees or logs per acre (of which 50 percent or more must be conifer) must be retained. Each down log must be at least six feet long and contain a gross volume of at least 10 cubic feet. Logs containing 20 cubic feet or more count as two logs, to be selected by Contractor. Retained logs may be unevenly distributed within the harvest area; however, logs retained for wildlife and soil nutrient recycling purposes shall not be concentrated in landing burn piles or in roadside decks likely to be cut for firewood after contract termination.

Minimum Downed Log Dimension:

1 down log (10 ft <sup>2</sup> )	2 down logs (20 ft <sup>2</sup> )
6' x 17"	6' x 25"
8' x 15"	8' x 21"
10' x 13"	10' x 19"
12' x 12"	12' x 17"
14' x 11"	14' x 16"
20' x 8"	20' x 13"
28' x 6"	28' x 10"
	36' x 8"
	44' x 6"

B) Trees and Snags

- 1) Bearing (witness) trees.
- 2) Wildlife trees and snags are marked by OSU with a blue "wildlife tree" tag and pink paint showing a "W" on the tree. All trees or snags to be left shall be marked in advance by OSU.
- 3) All Pacific yew trees regardless of size shall be reserved from cutting unless determined to be a safety hazard by OSU.
- 4) Reserved trees and snags, except Pacific yew trees, shall be at least 11 inches in diameter, measured 4 ½ feet above the ground on the uphill side, and greater than 30 feet tall.

As directed by OSU, Contractor shall leave acceptable substitute trees or snags for trees or snags which must be cut. Substitution of trees or snags without approval by OSU is prohibited.

#### **5) PROTECTION OF CULTURALLY SENSITIVE AREAS:**

Location of known historic or prehistoric sites, buildings, objects and properties relating to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by Federal and State laws including but not limited to the National Historic Preservation Act (NHPA) of 1966, Section 106, codified in 36 CFR Part 800 (Protection of Historic Properties), ORS 97.740-97.760, 97.990(5) and (6), 358.635-358.653, 358.680-358.690, 358.905-358.961, 390.235-390.240 and OAR Chapter 736, Division 51 shall be identified on the ground by OSU Research Forests and shown on Contract maps. OSU Research Forests may unilaterally modify or cancel all or portions of this Contract to protect an area, object of antiquity, artifact, or similar object which is or may be entitled to protection under these statutes and rules regardless of when the area, object or artifact is discovered or identified. Discovery of such areas by either party shall be promptly reported to the other party and operations will be suspended at that location until the significance or potential significance of the site is determined by OSU.

In the event of Contract modification under this subsection, Contractor shall be reimbursed for any required additional protection measures beyond the scope of this Contract, provided that any work or extra protection required shall be subject to prior approval by OSU. The amount of reimbursement shall be determined by OSU and shall not exceed expended or agreed-upon costs.

Contractor shall protect through avoidance or use of designated skid trails all known and identified historic and prehistoric sites, buildings, objects and properties related to American history, architecture, archaeology, and culture against destruction, obliteration, removal or damage during the Contractor's operations. Contractor and all person's employed by Contractor are prohibited from picking up and removing any cultural resources. Contractor shall bear costs of evaluation and restoration if negligent in its operations in accordance with statutes and rules referenced in this section. Such payment shall not relieve Contractor from civil or criminal remedies otherwise provided by law. Civil sanctions include, but are not limited to sole liability for all costs associated with monitoring, recovery, site restoration or other archeological work required by Tribal, Federal, or State authorities.

Prior to any ground disturbing activity, the Contractor shall meet with the OSU Performance Administrator and other appropriate parties on site prior to beginning work to ensure that all parties understand the locations of the culturally sensitive sites and the measures that shall be taken to protect them.

#### **6) SLASH PILING:**

Contractor shall comply with the following specifications:

All logging slash concentrated enough to obstruct planting shall be shovel piled in the clearcut units that are ground-based logged in such a manner as to allow burning without additional machine chunking. All material four feet in length and greater than 4 inch dob small end will be free from piled material. All piles shall be free from unburnable, non-woody materials including soil.

No slash will be piled within 75 feet of:

1. Designated leave trees.
2. Existing regeneration.
3. Property line.
4. Designated riparian management zones.

No slash will be piled within 75 feet of any power lines.

## ATTACHMENT B

### ROAD MAINTENANCE REQUIREMENTS

- 1) Contractor is responsible for normal road maintenance in connection with any activity under the Contract. Contractor's responsibility for normal road maintenance commences with Contractor's first use of a road for any activity under the Contract. Contractor's responsibility shall continue through any periods of activity under this Contract, until OSU provides final acceptance of the maintenance.
- 2) Contractor will conduct normal road maintenance for all existing roads used for any activity under this Contract. A road which is constructed or reconstructed by Contractor shall assume the status of an existing road upon acceptance in writing by OSU.
- 3) Upon completion of logging operations, Contractor shall ensure that ditchlines are of the same character as adjacent segments outside of harvest unit. Contractor shall clean all culvert inlets upon completion of logging operations.
- 4) Normal maintenance includes work needed to protect the road from seasonal weather damage, restore damage caused by road use, and safeguard soil, water, and drainage structures. This work includes, but is not limited to, the following:
  - A) Contractor shall maintain the existing cross section of native surface or graveled roads by blading and shaping the surface and shoulders as directed by OSU. Contractor shall not undercut banks. Contractor shall cross ditch roads as requested by OSU. Contractor shall water and roll surface material, as necessary, to maintain road cross section.
  - B) Contractor shall perform all cleanup including the removal of bank slough, minor slides, and fallen timber. Contractor shall deposit this material at a location identified by OSU. Contractor shall replace material eroded from fill slopes and clean out drainage ditches and culverts.
  - C) Contractor shall patch and place additional rock on gravel road surfaces as necessary to repair damage and restore the road, inclusive of normal use under this Contract, as directed by OSU.
  - D) Contractor shall remove logging debris which encroaches on the road, and comply with the following requirements:
    1. All materials will be removed from the roads edge to two feet above the cut slope and from the road edge to the toe of the fill slope.
    2. Materials shall be placed in a stable condition, approved by OSU that is away from roadways and water courses.
    3. Concentrations may be piled as a slash piles.
  - E) While performing normal road maintenance work, Contractor shall not contaminate gravel or bituminous road surfaces by covering or mixing earth or debris from ditches, slides, or other sources. Contractor shall not blade any of the aggregate surface material off the roads.
  - F) While performing the operations under this Contract, Contractor shall minimize damage to ditches, cutbanks, fill slopes, and road surfaces. Where damage does occur, Contractor shall restore the road to its original condition, as directed by OSU.
  - G) Contractor shall keep all roads in the timber harvest area free of obstructions and maintained in a condition that permits ongoing travel during operations under this Contract, unless otherwise approved by OSU.

H) Prior to any inactive periods, which is subject to weather and road conditions, Contractor shall reestablish drainage systems on the roads and landings so that: (1) exposed soil will not erode into waters of the State; and (2) drainage water will not saturate road fills; and (3) water on road surface doesn't erode/degrade the existing road surface.

I) During active periods, Contractor is responsible for maintenance needs that are caused by OSU and affiliates use of the road and that can be accomplished under the terms of normal maintenance. Upon written approval from OSU, Contractor may restrict use of the roads by others. Measures may include signing, gating, or blocking off the road. Approval of measures by OSU does not relieve Contractor from normal maintenance responsibilities during active periods.

J) Upon OSU's written acceptance of road maintenance at the end of the active period, Contractor shall not be required to perform normal road maintenance during the inactive period. Upon resuming activity, Contractor shall become responsible for any normal road maintenance needs that have developed during the inactive period.

K) In addition to normal road maintenance requirements and upon completion of log hauling, Contractor shall, at its own expense, provide and apply 35 cubic yards of crushed rock per 1,000 MBF of timber hauled, per mile. Crushed rock size and gradation will be determined by OSU. Crushed rock shall be placed in places most needing the benefit of such rock or as otherwise reasonably determined by OSU. The road shall be graded and rolled to a standard acceptable by OSU. For the purposes of this section rock hauling shall be counted at the equivalency rate of 3 MBF per truck load.

L) Should Contractor jointly share maintenance responsibilities with other authorized parties to use the roads, then each party shall be responsible for a proportionate part of normal maintenance, based upon the ratio of each party's use to total road use, as determined by OSU and with notice to each affected party. OSU may determine when maintenance is needed and will issue instructions to Contractor specifying the work to be done and the date by which it must be completed. Contractor agrees to comply with these instructions.

**ATTACHMENT C – SCENARIO MAPS**

**(Insert Awarded scenario maps from Exhibit E here )**

**ATTACHMENT D - PRICING**

**(Insert awarded scenario(s) pricing sheets from Exhibit C here)**



## Solicitation Request

### Example

OSU Solicitation Request

Dear Potential Proposer,

Please review scenario(s) as described in Exhibit D and return the following documentation to the OSU Representative <insert name/title here> at the following email address <insert email address here> by <insert date/time here>

Required Submittal Documents:

Exhibit B – Certificate (only one FULLY FILLED OUT AND SIGNED copy required if you are proposing on multiple scenarios)

Exhibit C – Pricing (for each scenario in which you wish to be considered for award)

*Exhibit (C-1) – If required for pole truck pricing*

Exhibit D – Site Specific Logging and Operations Plan (for each scenario in which you wish to be considered for award)

Exhibit E – Marked-up Scenario Maps (for each scenario in which you wish to be considered for award)

**EXHIBIT B  
CERTIFICATE**

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

**SECTION I. OREGON TAX LAWS**

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

**SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Historically Underrepresented Businesses in obtaining any required subcontracts, pursuant to OSU Standard 580-061-0030 (3).

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Telephone:(\_\_\_\_\_)\_\_\_\_\_

Title: \_\_\_\_\_

Fax:(\_\_\_\_\_)\_\_\_\_\_

Company Name: \_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_

Email: \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation     Partnership     LLC     Sole Proprietorship     Non-Profit

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

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

**EXHIBIT C  
PRICING SHEETS & SCENARIOS**

**SUPPLEMENTAL INFORMATION REGARDING BIDDING & PRICING SHEET**

Scenarios awarded to Contractor shall become part of the eventual contract. Pricing must be inclusive of all requirements listed in Exhibit A - Contract, Attachment A, and Attachment B. Additional charges shall not be allowed and, if awarded a Contract, all pricing must be honored by the Proposer.

Proposal shall include prices representing “on-board truck” pricing (OBT).

Total Pricing Calculation for each unit is as follows:

- 1) Quantity MBF x proposed unit price (OBT)
- 2) Quantity Tons x proposed unit price (OBT)
- 3) Haul Rate x Anticipated Round Trip Time / Anticipated average load size (in mbf) for logs being transported
- 4) Haul Rate x Anticipated Round Trip Time x Anticipated average load size (in tons) for logs being transported

**Example:**

Scenario 1 – Using the following figures as plug in numbers

\$150 per thousand MBF

\$25 per ton

\$85/hr for Long Log Truck Rate

\$95/hr for Mule Train Truck Rate

Average of 4.250/mbf per load with 120 minute round trip on haul for Long Log Truck Rate

Average of 33/ton per load with 180 minute round trip on haul for Mule Train Truck Rate

Calculation using the example figures stated above:

Average mbf/load = 4.250

Average Round Trip Time = 120 minutes

$(120/60) = 2\text{hrs} \rightarrow 2 \times 85 = \$170 \rightarrow 170 / 4.250 = \underline{\$40/\text{mbf}}$

**The haul cost for sawlogs would be \$40/mbf**

Average ton/load = 33

Average Round Trip Time = 180 minutes

$(180/60) = 3\text{hrs} \rightarrow 3 \times 95 = \$285 \rightarrow 285 / 33 = \underline{\$8.63/\text{ton}}$

**The haul cost for fiber logs would be \$8.63/ton**

OBT Price = \$150/mbf

Haul Price = \$40/mbf

**\$190/mbf to fall, buck, yard, load & HAUL all sawlogs**

OBT Ton Price = \$25.00/ton

Haul Price = \$8.63/ton

**\$33.63/ton to fall, buck yard, load & HAUL all fiber logs**

**Scenario 1 mbf and tonnage totals**

755mbf \* \$190 = \$143,450

150tons \* \$33.63 = \$5,044.50

**Total for Scenario 1 = \$148,494.50**

**Exhibit C Pricing Sheet**

**Scenario <number><name>**

<Description>

<Access Information><Applicable Map Reference>

<type of yarding system required>

A ground-based yarding system to pre-designated skid trails is required for the entirety of the harvest unit when the ground is sufficiently dry to prevent rutting and erosion as determined by OSU Departmental Administrator. Proposer shall identify on the provided maps in Exhibit E, locations of skid trails and include that map in their proposal.

<machine requirements/restrictions>

<Work Schedule> <Start Date><End Date>

Successful proposers will have the option of marketing the fiber material to their best value.

Given the aesthetic nature of this operation, the following additional items will be required:

<list of additional terms here as needed>

- (1) <enter amt here>mbf multiplied by \$\_\_\_\_\_ per thousand board feet (MBF) **net** scale to fall, buck, yard and load all sawlogs. All necessary landing and temporary road construction is incidental to logging costs, and no additional payment will be allowed.

Long Log Truck Rate        \$\_\_\_\_\_/Hour

Mule Train Truck Rate        \$\_\_\_\_\_/Hour

Pole Truck Rate                \$\_\_\_\_\_/Hour

**EXHIBIT C-1  
POLE TRUCK PRICE INFORMATION FOR (<scenario #><scenario name>)**

Please fill out the following with specific information on your Pole Truck rate per 'Pole Length'

**Key to Chart below:**

**Pole Truck Type:** 1 = Long Log , 2 = Regular Pole Truck, 3 = Pole with Steer Axle  
**Flagger Options:** 1 flagger, 2 flaggers

Pole Truck Specifications					
Pole Length (in multiples of 5')	Type	# of Flaggers	Truck Rate \$/HR	\$/HR Flagger (Each)	Total \$/HR (Truck & Flagger)

**Example** below of how to fill out the chart above:

Pole Length (in multiples of 5')	Type	# of Flaggers	Truck Rate \$/HR	\$/HR Flagger (Each)	Total \$/HR (Truck & Flagger)
40'-65'	1	0	\$ 10.00	\$ -	\$ 10.00
70'-90'	2	0	\$ 20.00	\$ -	\$ 20.00
95'-110'	3	1	\$ 30.00	\$ 5.00	\$ 35.00
115'+	3	2	\$ 30.00	\$ 5.00	\$ 40.00

**EXHIBIT D**  
**SITE SPECIFIC LOGGING AND OPERATIONS PLAN FOR SCENARIO**  
**<insert number and name here>**

Please provide the following information for each scenario Proposer chooses to submit a Proposal on.

1. Equipment List including information on the ability of your intended logging system to handle oversize logs

2. Detailed plan for log removal with specific explanation of how the plan will meet resource management objectives:

- a. Protection of reserved timber, residual trees or regeneration from damage.
- b. Prevent silt and other debris from entering streams.
- c. Prevent damage to stream banks and understory vegetation within 10 feet slope distance of the high water level of all streams shown on site area maps.
- d. Prevent or avoid damage to seeps, springs and other wet areas.
- e. Provide for the safety of forest users at all times.
- f. Avoid damage to forest road sub-grades and surface rock beyond normal wear.
- g. Preserve wildlife and reserve trees and down woody debris (cubic volume) in accordance with Oregon Forest Practices Rules
- h. Removal of temporary crossings and stabilizing temporary roads constructed under this contract.
- i. Protection of known or found cultural resources within a harvest unit

3. Expected production rate (volume/day & acres/day)

4. Time schedule for accomplishment of all phases of work.

5. How all required road maintenance shall be accomplished.

6. Number of days needed between a request for services and ability to respond to the request with a complete logging operation.

7. Identification of all sub-contractors (hauling subs not included).

**EXHIBIT E**  
**SCENARIO MAPS**