



**REQUEST FOR PROPOSAL
No. P-2022-007377SR**

**OSU COLLEGE OF FORESTRY
MULTI-YEAR LOGGING OPERATIONS
McDonald-Dunn Research Forests**

CLOSING

January 12, 2022 (2:00 PM, PT)

SUBMITTAL LOCATION

OSU Procurement, Contracts and Materials Management Offices are currently closed due to Covid-19 restrictions. Please submit your proposal electronically to the Electronic Submittal Address below.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date.....December 9, 2021
- Deadline for Requests for Clarification or Change.....January 3, 2022, 2:00 PM PT.
- Closing.....January 12, 2022, 2:00 PM PT.

This Schedule of Events is subject to change. Any changes will be made through the issuance of written Addenda. Proposers should contact Brent Klumph via phone or e-mail to arrange to pick up a key to access the harvest areas from the Research Forests office located at:

OSU Research Forests
8692 Peavy Arboretum Road
Corvallis, OR 97330

Brent Klumph
brent.klumph@oregonstate.edu
(541) 737-6594 (office)

1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University ("OSU") is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified unless this RFP or the Administrative Contact has expressly authorized direct communication with other staff.

1.04 ADMINISTRATIVE CONTACT

Name: Shannon Robertson
Title: Purchasing Analyst
Telephone: (541) 737-6995
Fax: (541) 737-2170
E-Mail: Shannon.Robertson@oregonstate.edu

1.05 DEFINITIONS

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

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Closing" means the date and time specified in a Request for Proposal as the deadline for submitting offers.
- c. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.
- d. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- e. "Proposal" means a binding offer submitted by an entity in response to a request for proposal issued by the university.
- f. "Proposer" means an entity that submits a response to a request for proposal issued by the university.
- g. "Request for Proposal" (RFP) means a Solicitation Document to obtain written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- h. "Responsible" means when an entity has demonstrated their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in OSU Standard 03-015, Sec. 5.16.3.i
- i. "Responsive" means when the solicitation response is substantially compliant in all material respects with the criteria outlined in an Invitation to Bid.
- j. "Sealed" means a solicitation response to a solicitation document that has not been opened by the university or a solicitation response delivered by electronic means that has not been distributed beyond university personnel responsible for receiving the electronically submitted solicitation response.
- k. "Signed" means any mark, word, or symbol that is made or adopted by an entity indicating an intent to be

bound.

- l. "Solicitation response" means a binding offer submitted by an entity in response to a solicitation document issued by the university.
- m. "Work" means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire contract and carrying out and completion of all duties and obligations imposed by the contract.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals that provide all necessary labor, materials and equipment in order to harvest timber for the OSU College of Forestry, Research Forests at McDonald Forest and Dunn Forest in Benton County, OR.

It is OSU's intention to award 2022 harvest work (Scenario's 1, 2 & 3) to a single Proposer with the option to contract with the same Proposer for additional work in calendar years 2023-2026. Prices for harvest years 2023-2026 will be negotiated on a yearly unit-by-unit basis taking into account logging systems, volume/acre, yarding distances, and other factors identified by OSU.

OSU is currently requesting proposals for three (3) scenarios covering harvest units in the McDonald and Dunn (Benton County) Research Forests. **Scenarios 1, 2 and 3 will be awarded to a single Proposer and Proposers must submit a proposal on all of Scenarios 1, 2 and 3.**

OSU is engaged in an active threatened or endangered species survey process and does not guarantee that a threatened or endangered species will not be found as a result of future survey efforts by OSU or others in or near the harvest area. OSU may take steps, including contract alteration or termination if OSU believes these steps are necessary to protect its interests and remain compliant with the law, including the Oregon Forest Practice Act, ORS 527.610 et. seq. <https://www.oregon.gov/odf/working/pages/fpa.aspx>

2.02 BACKGROUND

The OSU Research Forests are living laboratories where active forest management practices provide teaching, research and demonstration opportunities for students of all ages, forest managers, and Oregonians.

2.03 OREGON STATE UNIVERSITY

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.

3.0 STATEMENT OF WORK / SAMPLE CONTRACT

3.01 SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions is included at Exhibit A.

4.0 PROPOSER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS

- 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: <https://www.oregon.gov/odf/working/pages/fpa.aspx>
- 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
- d) Ability to respond to McDonald-Dunn forest with both cable and ground based logging sides, potentially simultaneously.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSALS

Submit electronically to the email address in the section below titled SUBMISSION. Either electronic signatures or scans of hand-signed pages should be included. Proposals should contain the submittals listed in this section below.

5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it will cause the Proposal to be deemed non-Responsive. Proposers must submit the following information:

- a) Exhibit B, Certifications, **signed and fully completed.**
- b) Exhibit C, Price Sheets, fully completed for each Scenario. Pricing listed shall incorporate all requirements listed in Exhibit A, Contract; Attachment A, Logging Operations; and Attachment B, Road Maintenance.
- c) Exhibit D, Site-specific logging and operations plans for each Scenario Proposer.

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. Determination of Responsiveness:

OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers who does not meet minimum qualifications may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 03-015, Sec. 5.20.
- b. First Stage Evaluation:

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine

Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.

c. Second Stage Evaluation:

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

- i. Issue a written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
- ii. Engage in oral or written discussions with and receive best and final Proposals from all Proposers in the competitive range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

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

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

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

6.02 EVALUATION CRITERIA

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

<u>Evaluation Criteria</u>	<u>Points</u>
Ability to meet resource management objectives 5.02 (c) through Contractor-prepared proposal (46 points see distribution below in 1-5 for more details):	
1. Logging Plan	28
2. Protection of watersheds	4

3. Protection of reserved timber	2
4. Protection of Cultural Resources	2
5. Protection and maintenance of roads	10
6. Pricing Exhibit C	54
Total	100

Pricing Calculation:

The Proposal that contains the lowest price to OSU will receive the maximum number of price points. A Proposal whose price is higher than the lowest submitted price will receive proportionately fewer price points, as demonstrated in the example below.

Proposer A's price is \$450 (the lowest)
 Proposer A is awarded 20 price points (the maximum)

Proposer B's price is \$500
 Proposer B is awarded 18 price points ($450/500 \times 20$)

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 / Anticipated average load size (in tons) for logs being transported**

Example:

Scenario 1 – Using the following figures as plug 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 **\$33.63/ton to fall, buck yard, load & HAUL all fiber logs**

Haul Price = \$8.63/ton

Scenario 1 mbf and tonnage totals

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

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

Total for Scenario 1 = \$148,494.50

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. OSU may negotiate:

- a. The Statement of Work;
- b. The Contract price as it is affected by negotiating the Statement of Work; and
- c. Any other terms and conditions as determined by OSU.

6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

6.05 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

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

7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the appeals period identified in OSU Standard 03-015, Sec. 5.20.8(b) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 03-015, Sec. 5.20. **NOTE: Per section 1.01 "Schedule of Events" a Proposer may only contact Brent Klumph for access to the harvest areas.**

7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit

competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.04 REQUESTS FOR CLARIFICATION OR CHANGE

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

7.05 ADDENDA

Only documents issued as written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

7.06 PREPARATION AND SIGNATURE

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

7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.345(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 SUBMISSION

Proposals must be received in the PCMM bid email box no later than the Closing; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Closing indicated in this RFP, regardless of the method used to submit the Proposal. Proposals must be submitted via the following method:

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Closing will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) Do not submit a sealed package or envelope to the Administrative Contact at the address listed

All Proposals must contain written signatures indicating intent to be bound by the offer. If the Proposer submits

multiple versions of the Proposal and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

7.09 MODIFICATION

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

7.10 WITHDRAWALS

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

7.11 LATE SUBMITTALS

Proposals and written notices of modification or withdrawal must be received no later than the Closing. For electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Closing). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Closing. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

7.12 PROPOSAL OPENING

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

7.13 PROPOSALS ARE OFFERS

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

7.14 CONTINGENT PROPOSALS

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

7.15 RIGHT TO REJECT

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

7.16 AWARDS

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

7.17 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon State University Standards, Oregon Revised

Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.18 PROPOSAL RESULTS

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

7.19 PROPOSAL PREPARATION COST

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

7.20 PROPOSAL CANCELLATION

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

7.21 APPEAL OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit an appeal within three (3) business days after OSU issues a notice of intent to award a Contract. The appeal must be clearly identified as an appeal, identify the type and nature of the appeal, and include the Request for Proposal number and title. The rules governing appeals are at OSU Standard 03-015, Sec. 5.20.

EXHIBIT A
TERMS AND CONDITIONS / SAMPLE CONTRACT

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

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number P-2022-007377SR entitled <insert Awarded Scenario(s) here> and Contractor was selected as the Proposer best able to provide this service; and

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

NOW, THEREFORE, OSU and Contractor agree as follows:

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 AND TERMINATION:

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. OSU and the Contractor have the option to extend the term of this Contract for additional terms based on the current terms and conditions for optional work included within the related solicitation. In accordance with the amendment provisions of this Contract, OSU and Contractor may also agree to extend the current term and/or option terms due to Contractor scheduling conflicts or minor changes made to the harvest areas requested 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, or (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 Section 4.0 of the Request for Proposal (RFP).

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), 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.

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 Department 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 in Contract section 1. D.1.3) (A,B,C).

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 RFP #P-2022-007377SR and integrated herein as Attachment D.

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) and 3D(3), 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 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, OSU will hold the retainage until the

settlement or resolution of the dispute and OSU may use the retainage to offset any damages found to be owed to OSU.

B. EXPENSE REIMBURSEMENT.

OSU will not reimburse Contractor for any expenses under this Contract.

C. GENERAL PAYMENT PROVISIONS.

Payment will be made to Contractor by the 30th of the month for services performed from the 1st through the 15th of the month, and by the 15th of the month for services performed from the 16th 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:

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. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability 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. PRIMARY COVERAGE.

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

E. SUBCONTRACTORS

If Contractor enters into 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.

F. 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.

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. The Certificate(s) will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or 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.

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) alleging 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.

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. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. 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. ANTI-KICKBACK ACT (40 U.S.C. 3145). Contractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.
- b. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Contractors that apply or bid for a contract of \$100,000 or more, must file the required 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 must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.
- c. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED. If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- d. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. **DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689.** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.
- f. **ENERGY POLICY AND CONSERVATION ACT.** Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- g. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- h. **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.

D. PUBLIC RECORDS LAW NOTICE.

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.311-192.355).

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, as required by OAR ch. 437, 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 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 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.

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 and the federal government and their respective 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 Departmental 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: 2022-007377 Contract Administrator
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-4261
Fax: (541) 737-2170
E-mail: pacs@oregonstate.edu

and:

OSU Departmental Administrator
Brent Klumph
Forest Manager
8692 Peavy Arboretum Road
Corvallis, OR 97330
Telephone: (541) 737-6594 - Office
E-mail: 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. RECYCLED PRODUCTS.

Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), 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. 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 adequate 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 Department Administrator will check that the Contractor complies with fire rules and regulations at the beginning of each fire season or upon random inspections. The OSU Department 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 Department 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.

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, 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 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, 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 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 Exhibit E 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.

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.

OSU will agree upon acceptable substitute trees. 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 woody debris requirement. OSU shall set merchantable log standards 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 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.
 - 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 would/will be adversely impacted.
 - 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 will not exceed the maximum speed limit of 20 miles per hour on all OSU haul roads. Drivers should be on alert for recreationists on or crossing haul roads.

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 C2-C7 in Exhibit E for more details. 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.
- 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) 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 ²)	2 down logs (20 ft ²)
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 College Forests and shown on Contract maps. OSU College Forests may unilaterally modify or cancel all or portions of this Contract to protect an area, object of antiquity, artifact, or similar object which is or may be entitled to protection under these statutes and rules regardless of when the area, object or artifact is discovered or identified. 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 persons 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:

- a) No piling work shall begin until OSU Contract Administrator has met with Operator to discuss work to be completed.
- b) OSU Contract Administrator will be informed of Operator personnel changes before Operator conducts work on-the-ground.

- c) Ground-based Slash piling shall not be allowed from October 15 through May 15.
 - d) 'Drag' rakes, often pulled by log loaders, will not be considered acceptable Slash piling equipment.
 - e) Brush, logging Slash, and other debris shall be cleared from planting sites and piled so the soil organic layer is exposed for reforestation. Grubbing of small trees and shrubs may be required.
 - f) Slash piles will be constructed according to the following:
 - Piles shall be 10 to 20 feet tall, covering the smallest amount of area possible at the base
 - The core of each pile will have kindling-like materials, such as needles, twigs, and small branches
 - Place Slash in overlapping, dense layers
 - Machine-compact piles during construction to eliminate air gaps and protruding branches
 - g) Down, woody material that does not meet the log cutting card specifications shall be scattered throughout the designated timber sale area in a manner that does not impede reforestation.
 - h) Up-rooted tree stumps with major root systems attached ('root wads') shall be scattered in the unit in a manner that does not impede reforestation and not placed in Slash piles.
 - i) Piles may not contain soil, garbage, leftover logging supplies, and other non-Slash material.
 - j) Reserve Trees shall be protected during Slash piling operations.
 - k) Slash shall be piled at least 75 feet away from any Reserve Trees, property boundary, unit boundary, and power lines. Additionally, Slash will be piled at least 50 feet away from designated riparian buffers, and seasonal stream drainages.
 - l) Contractor shall provide for continual operations until piling work is complete.
- A. OSU Contract Administrator shall inspect work to determine when contract specifications have been satisfied. Piling equipment shall not be removed from operation area until OSU Contract Administrator has approved completion of work.

ATTACHMENT B

IN-UNIT ROAD MAINTENANCE REQUIREMENTS

- 1) Contractor is responsible for normal in-unit road maintenance in connection with any activity under the Contract. In-unit is from the start of the harvest boundary tags as Contractor first enter the harvest area and ends as Contractor exits past the final harvest boundary tags. Contractor's activities beyond harvest unit boundaries extends the in-unit boundaries accordingly. 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 in-unit 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 all in-unit ditchlines are free and clear of all harvest debris (bark, branches, displaced soil, etc.). Contractor shall clean all inlet and outlet flow lines upon completion of logging operations.
- 4) Normal maintenance includes work needed to protect in-unit roads 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 from in-unit roads. 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. Violation of the wet weather haul clause will result in Contractor being 100 percent responsible for post-harvest haul route road work (grading, rolling), including wear rock at 46 tons/mile/MMbf of total unit volume.
 - C) Contractor shall patch and place additional rock on in-unit 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 slash piles, consistent with slash pile requirements listed above.
 - E) While performing normal in-unit 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 in-unit 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) 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)

**EXHIBIT B
CERTIFICATIONS**

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

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

SECTION II. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

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

Authorized Signature: _____ Date: _____

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

Title: _____ Fax:(_____)_____

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

Company: _____

Address, City, State, Zip: _____

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

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

**EXHIBIT C
PRICING SHEETS**

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

Additional Information for Proposers

1. Scenario 1 – 3 (North Newt, Ash Yew and Jesse’s Girl) will be awarded to a single proposer. You must submit a proposal for each scenario to be a responsive proposer.

Scenario 1. North Newt

The North Newt harvest unit is a 25.9-acre clear cut stand with retention trees and clumps, located on the OSU Research Forests McDonald Forest. Estimated volume for the North Newt harvest unit is 1,013mbf for the entire stand or 39.1mbf/acre. All applicable laws and rules set forth by the Oregon State Forest Practices Act and others identified in this RFP must be followed at all times.

The timber to be harvested is predominantly 70 year-old Douglas-fir and grand fir with small amount of bigleaf maple and western hemlock. Access to the sale area is available through the 700 gate (Exhibit E, C-1) via Sulphur Springs Road.

A skyline yarding system to pre-designated corridors and landings is required for the entirety of the harvest unit. Skyline yarding corridors must be located and flagged by contractor at least two weeks prior to start of cutting. Anticipated skyline yarding corridors should also be located and shown on the attached map as part of proposal (Exhibit E, C-3).

A high-use recreational trail bisects the southern portion of the harvest unit just north of the southern landing (Exhibit E, C-2). Contractor should prevent slash piles from creeping over the edge of the slope and covering the trail in slash material. Additionally, a number of trees have been designated for retention along the trail corridor and retention trees that fall within the yarding corridors will be swapped for trees outside of the yarding corridors. **No felling of marked “Wildlife Trees” will be allowed without prior on the ground authorization by OSU Performance Administrator.**

A long-term research study is being facilitated by this project and timing of the harvest is key to the success of the research study. Contractor must start felling of merchantable timber no earlier than September 5, 2022 and must be completed with yarding, loading and hauling of the entire unit by December 30, 2022. Proposers should understand the time constraints that are associated with this project and should bid accordingly.

Shipping of sawlogs, pulp and piling of landing slash shall be completed by December 30, 2022.

- (1) 1,013mbf 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.
- (2) 215tons multiplied by \$_____ per **ton** to fall, buck, yard and load all fiber logs. 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

Scenario 2. Ash Yew

The Ash Yew harvest unit is a 28-acre clear cut stand with retention trees and clumps, located on the OSU Research Forests McDonald Forest. Estimated volume for the Ash Yew harvest unit is 854mbf for the entire stand or 30.5mbf/acre. All applicable laws and rules set forth by the Oregon State Forest Practices Act and others identified in this RFP must be followed at all times.

The timber to be harvested is predominantly 71-year-old Douglas-fir and grand fir with small amount of bigleaf maple and pacific madrone. Access to the sale area is available through the 800 gate (Exhibit E, C-4) via Sulphur Springs Road.

A skyline yarding system to pre-designated corridors and landings is required for the entirety of the harvest unit. Skyline yarding corridors must be located and flagged by contractor at least two weeks prior to start of cutting. Anticipated skyline yarding corridors should also be located and shown on the attached map as part of proposal (Exhibit E, C-6).

The 700 road is the northern boundary of the Ash Yew Harvest and should be considered a high-use recreational access. During operations (felling, bucking, yarding, loading & hauling) the 700 road will be closed to recreational traffic and enforced by Benton County Sheriff's Department. Additionally, a number of trees have been designated for retention within the harvest unit. Any retention trees that fall within the yarding corridors will be swapped for trees outside of the yarding corridors. **No felling of marked "Wildlife Trees" will be allowed without prior on the ground authorization by OSU Performance Administrator.**

Mechanical machines will not be permitted to operate during wet conditions when unnecessary rutting and damage is likely to occur. Mechanical felling equipment is to stay out of wet areas and off of roadside cut banks. Additionally, mechanical machines must take necessary precautions to protect individual retention trees and clumps from damage caused by machines.

Contractor may start felling within the Ash Yew harvest as soon as their yearly work schedule allows. Once felling has commenced, yarding and hauling should be consistent until completion of the Ash Yew harvest. Felling, bucking, yarding, loading, hauling and slash piling shall be completed by December 30, 2022.

- (1) 854mbf 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.

- (2) 80tons multiplied by \$_____ per **ton** to fall, buck, yard and load all fiber logs. 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

Scenario 3. Jesse's Girl

The Jesse's Girl harvest unit is a 54-acre variable density regeneration harvest located on the OSU Research Forests Dunn Forest. Estimated volume for the Jesse's Girl harvest unit is 1,227mbf for the entire stand or 22.7mbf/acre. All applicable laws and rules set forth by the Oregon State Forest Practices Act and others identified in this RFP must be followed at all times.

The timber to be harvested is predominantly 80 year-old Douglas-fir and grand fir with small amounts of big leaf maple. Access to the sale area is available through the 400 gate (Exhibit E, C-7) via Tampico Road.

A skyline yarding system to pre-designated corridors and landings is required for the entirety of the harvest unit. Skyline yarding corridors must be located and flagged by contractor at least two weeks prior to start of cutting. Anticipated skyline yarding corridors should also be located and shown on the attached map as part of proposal (Exhibit E, C-9).

A number of retention trees have been designated as "Wildlife Trees" within the harvest unit. These trees have been specifically chosen for retention to accomplish a number of different ecological and visual objectives. **No felling of marked "Wildlife Trees" will be allowed without prior on the ground authorization by OSU Performance Administrator.**

Mechanical machines will not be permitted to operate during wet conditions when unnecessary rutting and damage is likely to occur. Mechanical felling equipment is to stay out of wet areas and off of roadside cut banks. Additionally, mechanical machines must take necessary precautions to protect individual retention trees and clumps from damage caused by machines.

Contractor may start felling as early as May 2, 2022 with consistent deliveries starting shortly after. Shipping of all sawlogs and pulp as well as piling all landing slash should be completed by October 14, 2022.

- (1) 1,227mbf 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.

- (2) 532tons multiplied by \$_____ per **ton** to fall, buck, yard and load all fiber logs. 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

EXHIBIT D SITE SPECIFIC LOGGING AND OPERATIONS PLAN FOR SCENARIOS 1 - 3

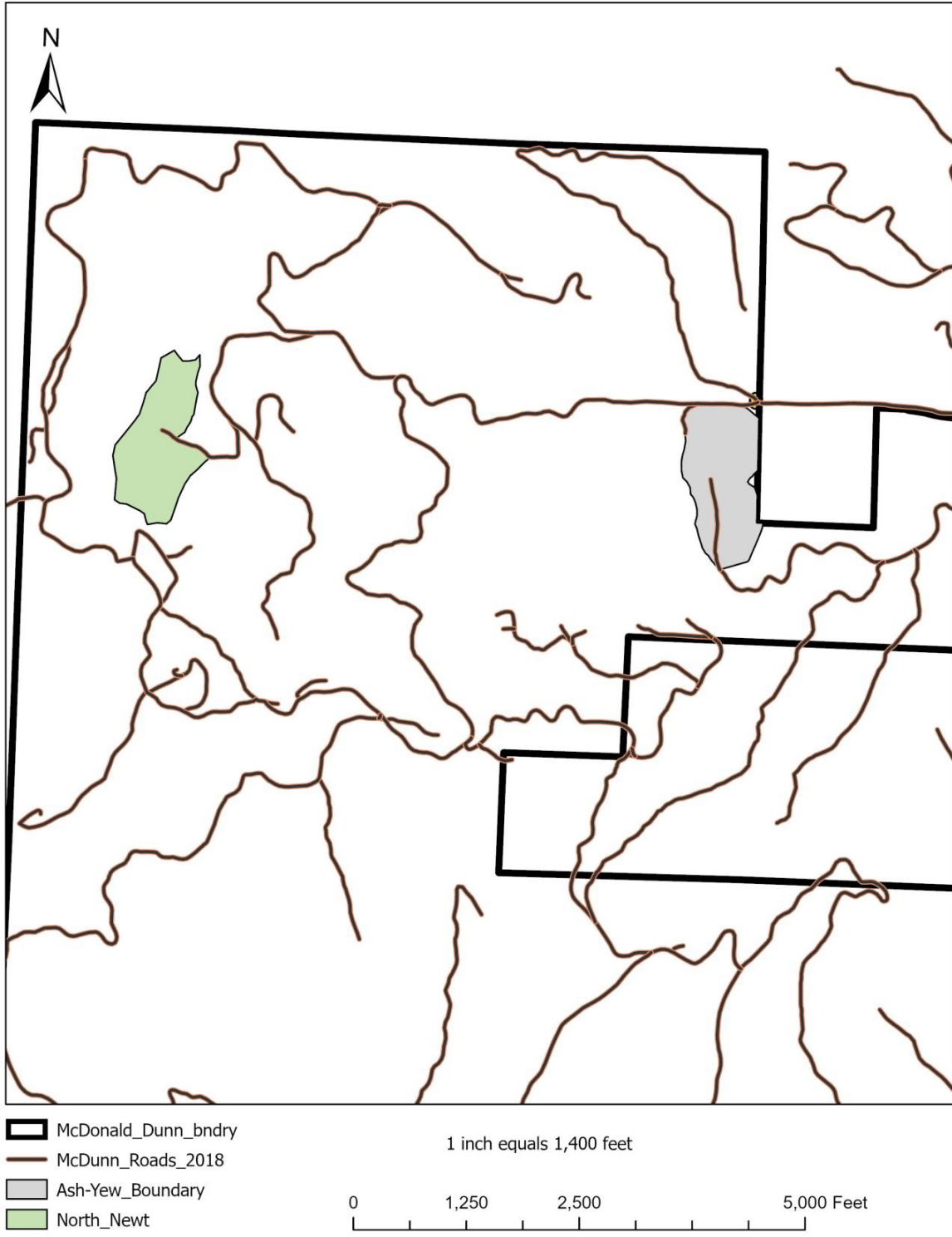
Please provide the following information for each scenario proposer chooses to submit a proposal on.

1. Equipment List specific to each scenario 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 or regeneration from damage.
 - b. Prevent sediment 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 stabilize temporary roads constructed under this contract.
 - i. How operations will protect any known Cultural Resources or identified Cultural Resources during operations.
3. Prior logging experience working in a high-use recreation forest.
4. Expected production rate (volume/day & acres/day)
5. Time schedule for accomplishment of all phases of work.
6. How all required road maintenance shall be accomplished.
7. Identification of all sub-contractors if applicable (hauling subs not included).

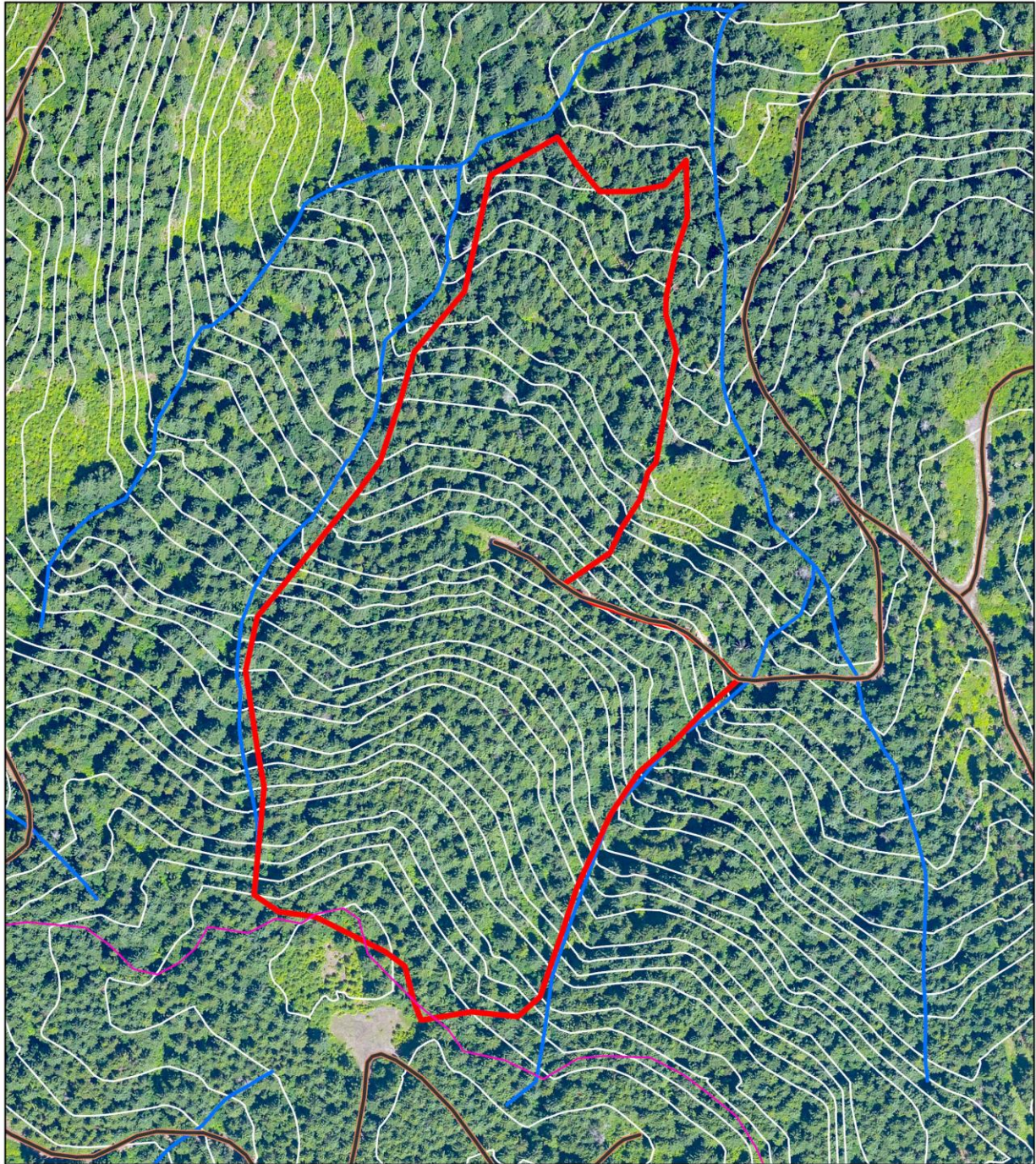
EXHIBIT E
SCENARIO MAPS (C1 through C21)

C-1 Scenario 1

Scenario 1 & 2

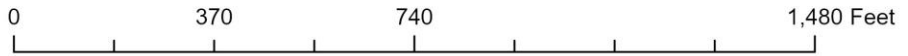


North Newt

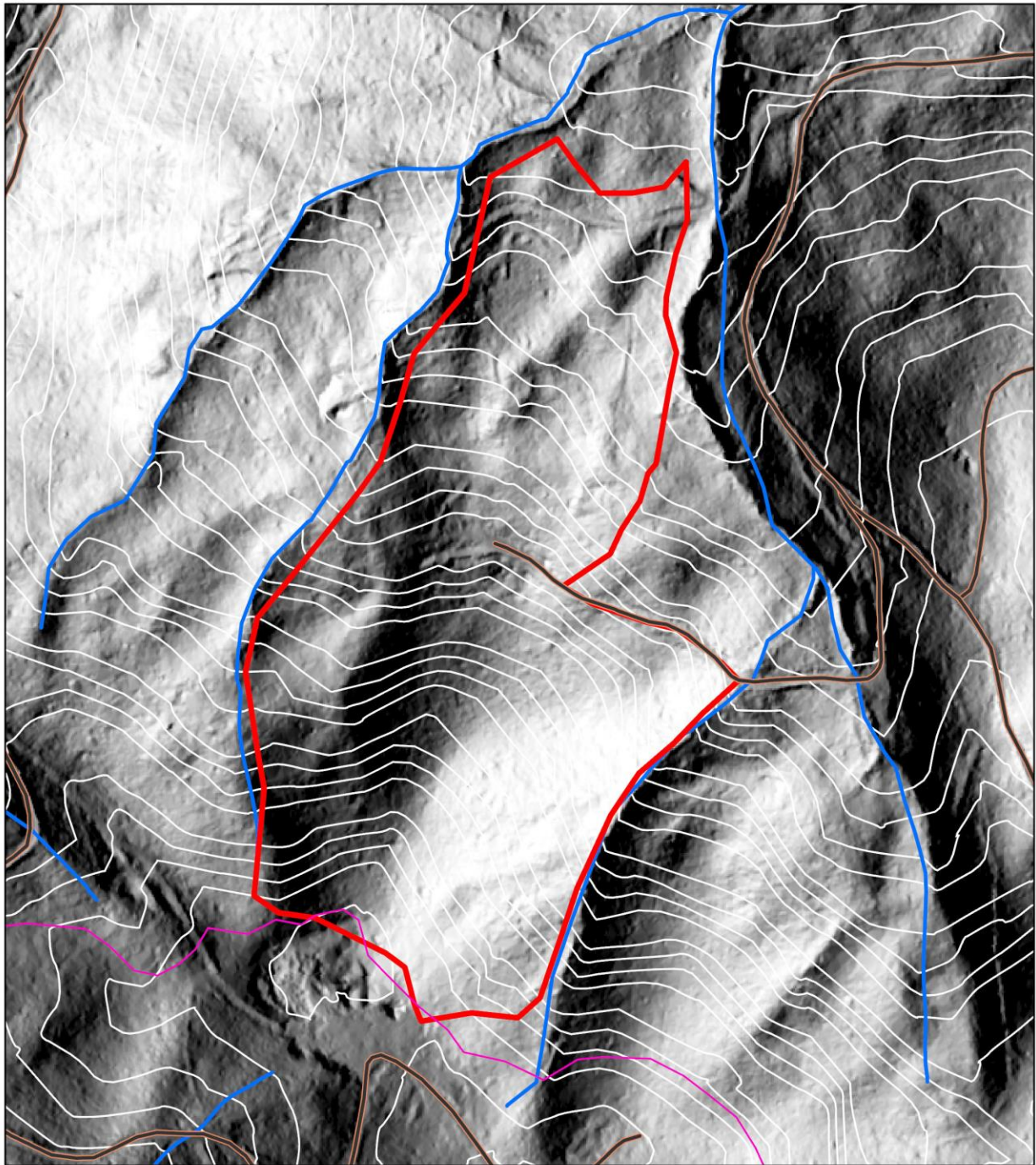


- McDonald_Dunn_bndry
- McDunn_Roads_2018
- McDunn_streams_clip
- North_Newt
- Trails_System_2021

1 inch equals 300 feet

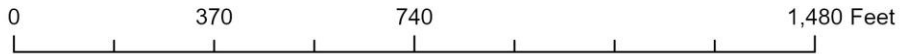


North Newt

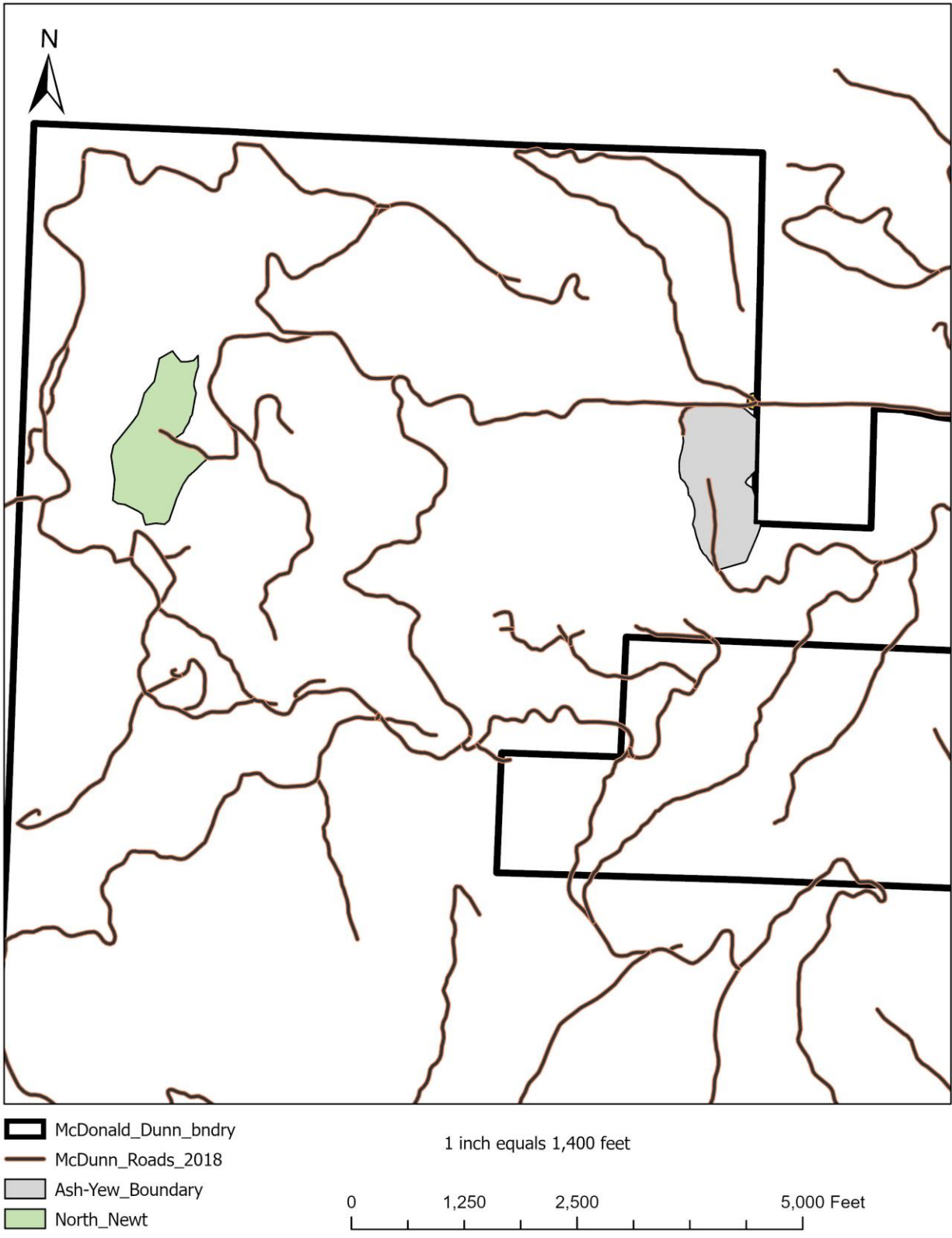


-  McDonald_Dunn_bndry
-  McDunn_Roads_2018
-  McDunn_streams_clip
-  North_Newt
-  Trails_System_2021

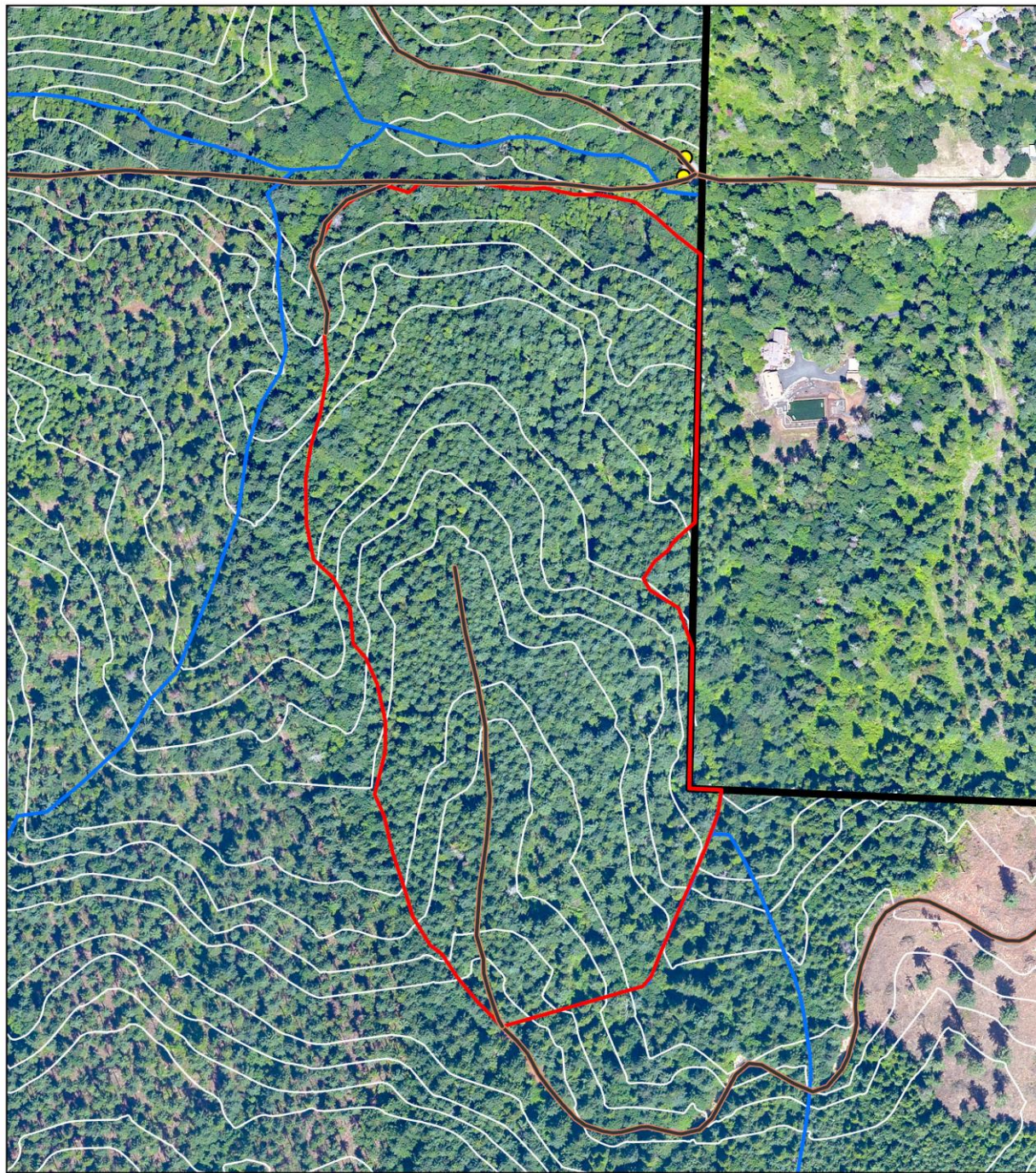
1 inch equals 300 feet







Scenario 1 & 2



Ash Yew

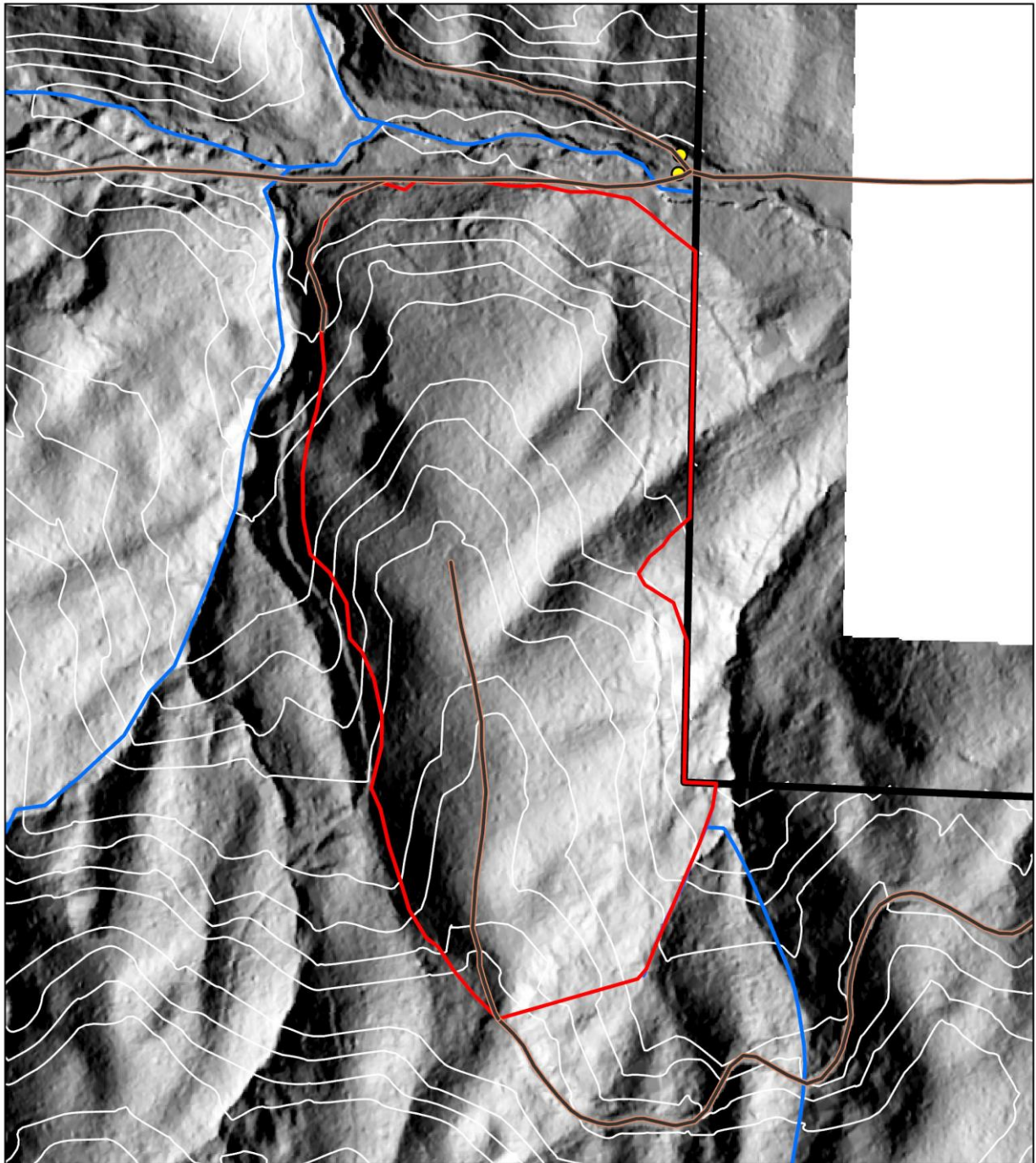


-  McDonald_Dunn_bndry
-  McDunn_Roads_2018
-  McDunn_streams_clip
-  Ash-Yew_Boundary

1 inch equals 300 feet



Ash Yew

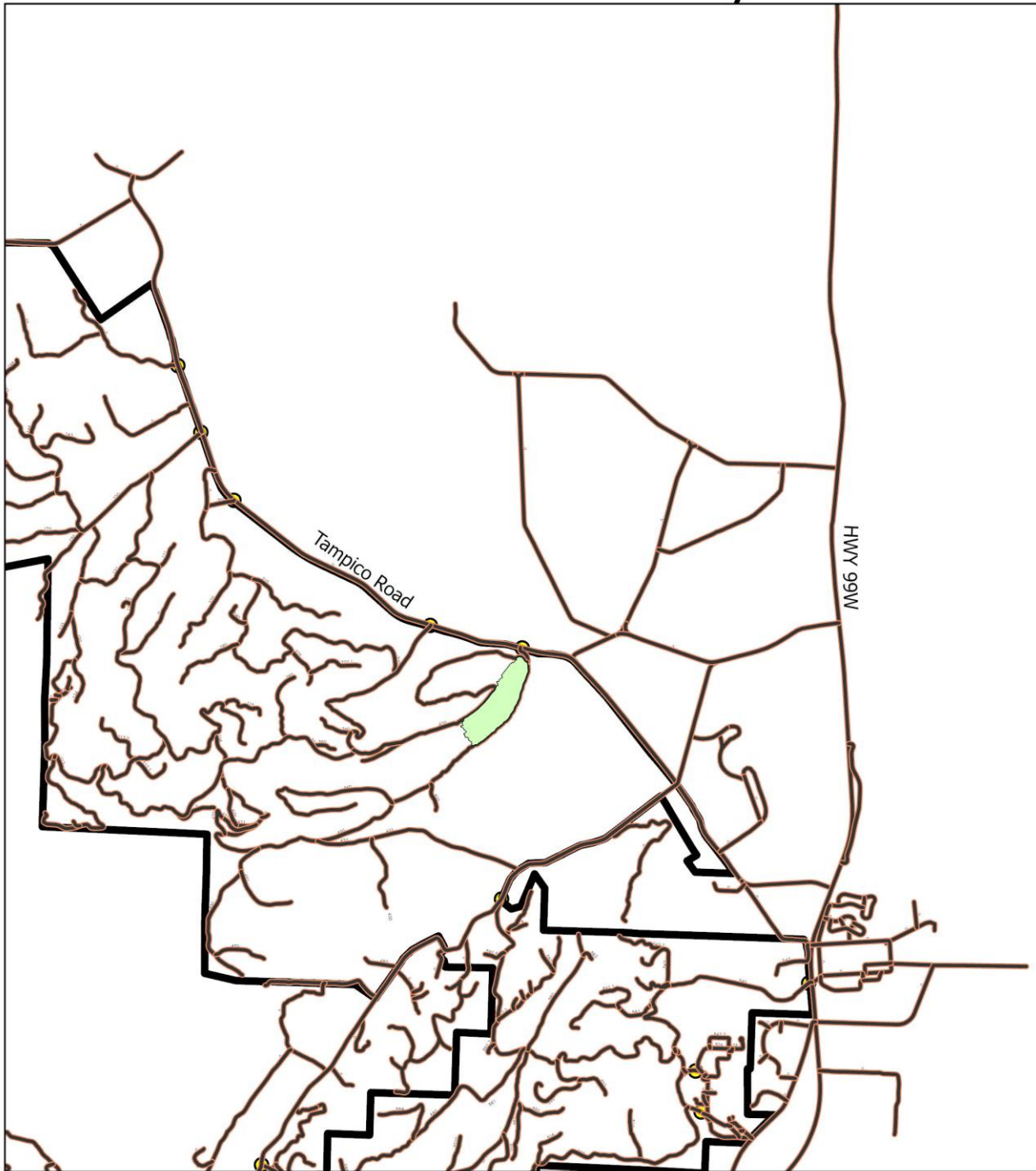


-  McDonald_Dunn_bndry
-  McDunn_Roads_2018
-  McDunn_streams_clip
-  Ash-Yew_Boundary

1 inch equals 300 feet



Jesse's Girl Vicinity



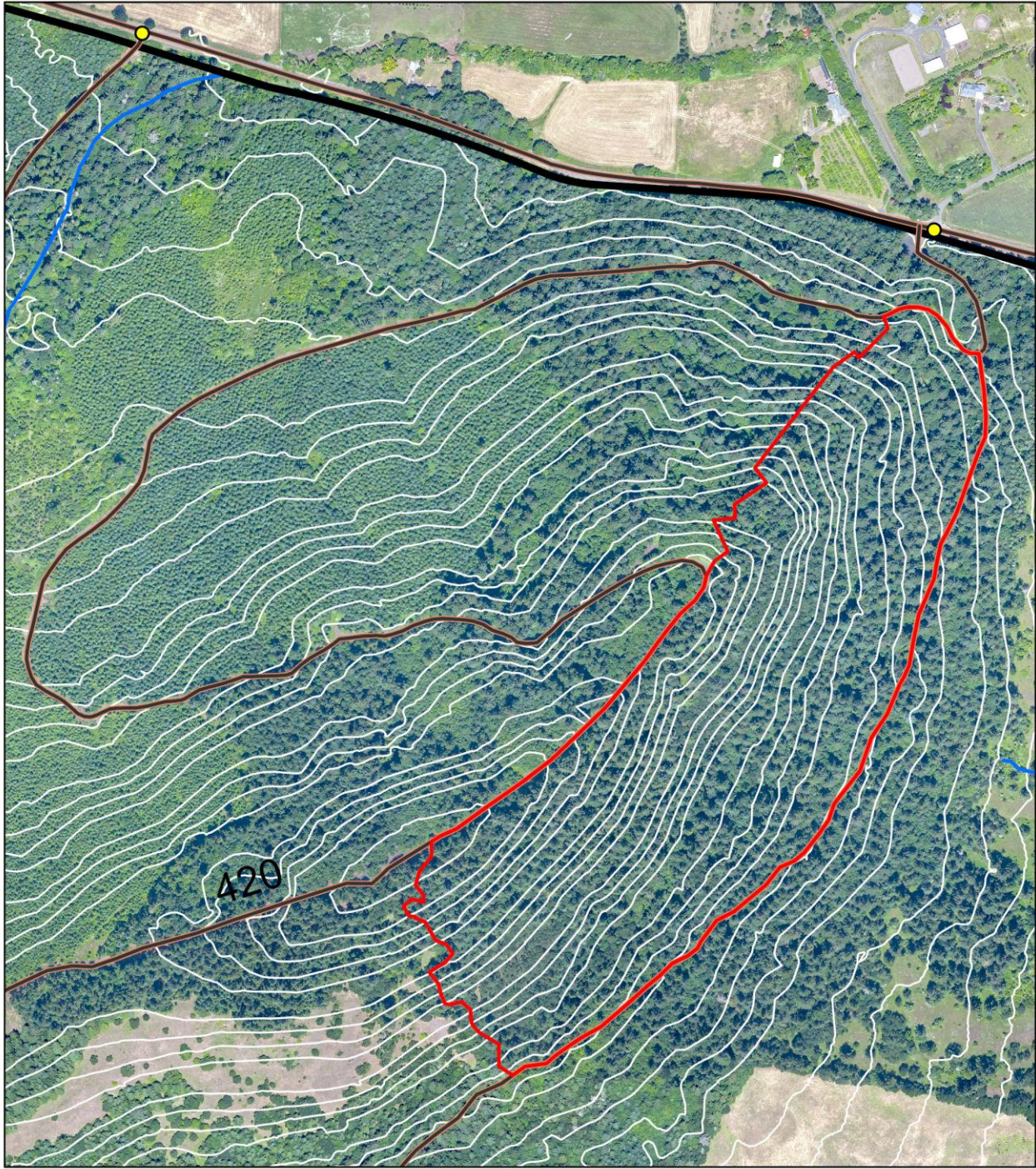
- McDonald_Dunn_bndry
- McDunn_Roads_2018
- Jesses_Girl_Boundary

1 inch equals 4,333 feet



C-8 Scenario 3

Jesse's Girl



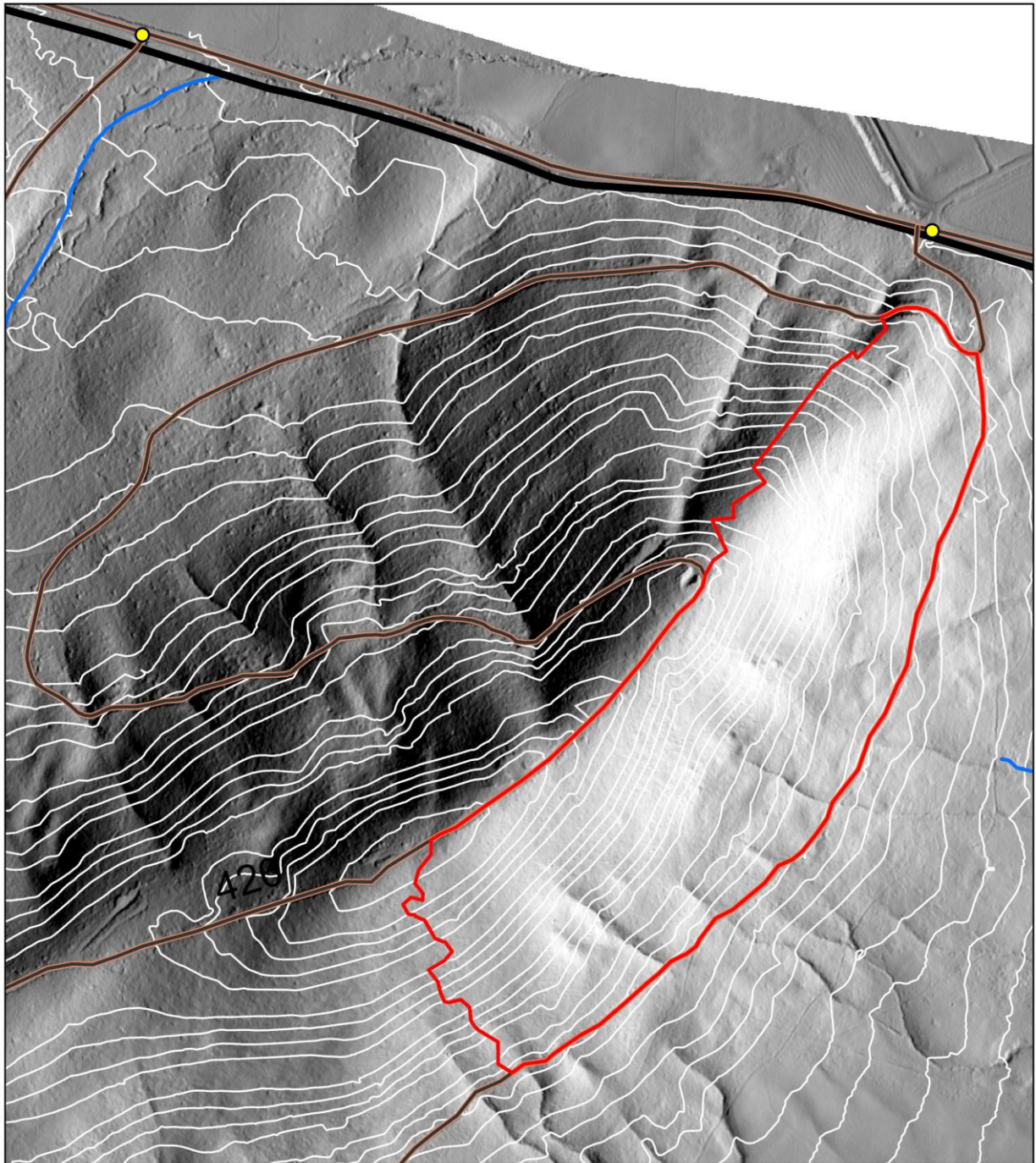
-  McDonald_Dunn_bndry
-  McDunn_Roads_2018
-  McDunn_streams_clip
-  Jesses_Girl_Boundary

1 inch equals 500 feet

0 500 1,000 2,000 Feet



Jesse's Girl



-  McDonald_Dunn_bndry
-  McDunn_Roads_2018
-  McDunn_streams_clip
-  Jesses_Girl_Boundary

1 inch equals 500 feet

