

Oregon State University
PERSONAL SERVICES CONTRACT (PSC)

Department Contract: **Contract #**

This Contract is entered into by and between Oregon State University (OSU/Institution) for its **College of Forestry Research Forests** (Department) and **Contractor Name** (Contractor).

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed **\$Amount** per one (1) year contract term, paid to Contractor by OSU at the rates specified in Attachment C and subject to the inspection and payment provisions described herein.

This Contract is effective on the date of last signature and expires one (1) year from date of last signature. OSU has the option to extend the term of this Contract for five (5) additional one (1) year terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract. Exact areas for planting will vary per year. These areas will be identified annually by the OSU Contract Representative. If OSU opts to renew this Contract for subsequent years, a revised Attachment C will be negotiated to cover all areas for the new contract term. All revisions will not be valid until an Amendment to the Contract has been signed and finalized.

Contractor agrees to perform the following personal and/or professional services:

General Description of Work:

The Contractor will provide services related to planting contract administration, including: coordination of seedling transport and storage; daily record-keeping and communication; and inspection of tree planting. Responsibilities for each of these activities are described in detail below.

Materials, Services, and Responsibilities Provided by OSU:

- A. Designated OSU Representative for administration of the Contract.
- B. Contact information for all parties involved in reforestation efforts, such as seedling cultivation, transportation, storage, and planting.
- C. All seedlings, tubing, and stakes required for reforestation. Refrigeration of seedlings via existing coolers or rented cooler space at 8692 Peavy Arboretum Road, Corvallis, Oregon 97330.
- D. Planting unit list, maps, acreage, and planting instructions for each project unit.
- E. Planting inspection protocol and field data collection spreadsheet (Microsoft Excel). Seedling inventory tracking spreadsheet (Microsoft Excel).
- F. Approval of Contract work and processing for final payment.

Materials, Services, and Responsibilities Provided by Contractor:

- A. Contractor shall designate a primary person responsible for all work under the Contract term. Contractor shall provide to OSU the name, address, email, and telephone number of such person and shall keep this information current at all times.
- B. Provide all field equipment, safety equipment, vehicles, labor, and employee training necessary to complete the work specified in the Contract in a safe and efficient manner.
- C. Coordinate and schedule seedling delivery, storage, and transportation to field sites.
- D. Provide timely and thorough communications to OSU Representative, seedling nurseries, planting contractor, and other contractors involved in the reforestation efforts. Provide accurate, daily record-keeping, as required by OSU.
- E. Inspect planted seedlings and seedling tubing for compliance with standards described in the Contract.
- F. Maintain a copy of the current Contract specifications at the job site at all times.

Work Locations and Access:

For the 2023 planting season, OSU anticipates planting work will occur on the McDonald Dunn Research Forest (Corvallis, Oregon), Ram's Dell Research Forest (Molalla, Oregon), and Blodgett Research Forest (Fishhawk Lake, Oregon). Attachment C lists the project units, acreages, and seedling stock types. OSU also owns forested property in Washington, Jackson, and Union Counties (Oregon) that may require reforestation under future contracts.

The planting units are in forested terrain and accessed via OSU forest roads and hike-in. OSU will provide a loan of gate keys to access the forest properties.

Timeline:

The Contractor must be available to start contract administration and planting inspection tasks when seedlings and planting labor become available. OSU anticipates a pre-operations meeting will occur in September or October of 2022. Communications and coordination with nurseries, seedling transport company, and planting company will start in November. Seedling delivery and cooler storage usually happens in late December or early January. The planting field inspections typically occur in January and February.

Personnel Requirements:

The Contractor or their employees shall perform all work under the Contract. OSU does not allow sub-contracting unless approved in writing by OSU and prior to the commencement of any Contract work.

The Contractor's Representative shall be the lead contact and implementor for communications, coordination, contract administration, record-keeping, and data transmittal. This person is responsible for successful implementation of all activities under the Contract. The Contractor's Representative shall have a minimum of three years of contract administration experience and three seasons of planting inspection experience. Other persons engaged in planting inspection under this Contract shall have a minimum of two prior seasons of planting inspection experience. Experience must be provided in writing to OSU for all personnel involved in any Contract work and prior to beginning Contract work.

Coordination of Seedling Delivery, Storage, and Transport to Field Site:

Transportation of seedlings from tree nurseries to Peavy Arboretum will be provided by a) the company supplying planting labor or b) a third-party company. The Contractor shall coordinate and schedule seedling transportation. This will require timely communications with the tree nurseries, transport company, and OSU.

Seedlings will be stored in existing coolers or rented cooler space near 8692 Peavy Arboretum Road, Corvallis, Oregon 97330. The Contractor shall ensure that all trees are successfully delivered, accounted for, and properly stored in the tree coolers. The Contractor will ensure that coolers are keeping a consistent temperature of 35 to 37 degrees Fahrenheit. The Contractor will notify OSU immediately if coolers are not working properly. Seedlings shall be stored in an orderly fashion, by stock type, and accessible for daily loading for tree planting.

Seedlings will be transported from tree coolers to the planting site by the planting company. The Contractor shall be on-site to count and check seedlings 'out' at the beginning of each planting day. Any unplanted seedlings will be counted and checked back 'in' at the end of the day by the Contractor. The Contractor shall make updates to OSU inventory spreadsheets on a daily basis.

Record-keeping and Communications:

The Contractor will keep daily records of the following and transmit them to OSU:

- A. Number of planters and foremen working (transmitted daily)
- B. Seedlings planted by project unit, species, and nursery seedlot number (transmitted daily)
- C. Updates to the OSU inventory spreadsheet (transmitted daily)
- D. Results from tree planting inspections (transmitted the day after inspection is completed on a project unit)

General Planting Contract Administration:

The Contractor will be responsible for ensuring the following practices are adhered to by the planting company:

Tree Handling:

- A. Seedling bags and/or boxes will be handled with care and sheltered from sun and wind exposure. Seedlings will not be thrown or sat upon.
- B. Bags and/or boxes of trees will be opened only as needed. Partial bags and/or boxes will be closed securely. All partial bags are to be planted first each day.
- C. All seedlings that a planter bagged must be planted before lunch or breaks are taken and before completing the day's work.
- D. The number of seedlings carried per planting bag must be such that the root and/or stem are not damaged. The Contractor has the right to require fewer trees per bag if seedling damage is observed. All planting bags will be free of holes.
- E. Only the tree to be planted will be removed from the container, and only after the planting hole is prepared.
- F. Roots will not be hit on the dunk tank or ground. They shall not be shaken excessively to remove mud or stripped to straighten.
- G. No seedling roots will be pruned in the field.
- H. When the Contractor determines that the weather is marginal for planting, he or she can require that fewer than the normal number of seedlings be put into the planting bag to reduce exposure. The Contractor may also require seedlings be dipped in water or slurry prior to planting.
- I. In the event that handling specifications are violated, the Contractor can shut down the planting operation until handling problems have been corrected.

Tree Planting Methods:

A. Planting Spots

1. A planting spot is a location where a tree can be planted with reasonable and safe effort and where there is enough soil for the tree to survive and grow satisfactorily.
2. Areas which may be considered unplantable are cut banks, rock outcroppings, dense slash, swampy ground, and others, as determined by OSU.
3. Extra effort will be necessary to locate suitable planting spots in areas covered by slash or brush.
4. No seedlings will be planted within ten feet (horizontal distance) of a rocked / gravel road.
5. Where possible, planting spots shall be selected to take advantage of stumps, logs, dead brush, and terrain features which provide partial protection from sun, wind, animals, loose debris, and other agents detrimental to survival and growth.

B. Scalping

1. Debris, including compacted slash, duff, ashes, rotten wood, and loose rock must be cleared from planting spots, provided such material is no more than one foot in depth. Such debris and any living vegetation must be removed within six inches of the planted tree.

C. Planting Tools

1. A planting shovel shall be used to plant seedlings. The tool shall be capable of opening a hole deep enough and wide enough to fully accommodate the roots of the trees to be planted. For bareroot trees, shovel blades must be a minimum of 14 inches long. In other instances, required length of planting shovels shall be determined by the Contractor.

2. Each planter will use a container or planting bag that is windproof and adequate to keep roots out of the sun and wind.

D. Planting of the Seedling

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

E. Tubing of the Seedling

1. When required by OSU, two bamboo stakes shall be woven a minimum of three times each and placed at an even spacing through each tube. Tubes and stakes will be placed over seedlings, so as not to damage them, and stakes will be driven into the ground a minimum of five inches. Seedlings shall still stand erect inside of the tubes, when all tubing is completed on the planting unit.

Planting Shutdown:

The Contractor will notify OSU if any one of the following conditions exists and may stop planting operations until favorable weather / conditions return:

- A. The soil is frozen to a depth of one inch or greater.
- B. Snow or ice cannot be kept out of the planting hole, or if there is more than one inch of snow on the ground.
- C. Air temperature is less than 32 degrees, greater than 65 degrees, or as follows:

Air Temperature (Degrees F)	Relative Humidity (Percent)
33-40	35
41-45	40
46-50	45
51-55	50
56-60	55
61-65	60

- D. Average wind velocity is greater than 18 mph (disregard if it is raining).
- E. Any seedlings are purposely hidden or discarded by planters.

Inspections for Tree Planting:

The Contractor will use the approved OSU inspection spreadsheet (Microsoft Excel file; see Attachment D) and the following protocol to inspect each project unit:

Inspection Protocol:

- A. Unit inspections
 1. Inspections for payment will be completed by the Contractor.
 2. Each unit will be inspected separately, and inspection results will not be averaged across units.

3. The Contractor may conduct inspections at the time of planting (“hot inspection”) or after planting is completed (“cold inspection”). The Contractor shall have seven business days, from the notice of planting completion by the planting company, to inspect a unit for payment. Inspection results will be transmitted to OSU no later than the eighth business day and in electronic format.

B. Plot inspections

1. Plots will be located across the units at a regular, systematic spacing to sample all planters and conditions in the unit.
2. Plots will be fixed-radius plots based upon the desired trees per acre (see below). A minimum of three plots per unit and an average of one plot per two acres will be evaluated. Seedling count will be determined to assess the average trees-per-acre and tree spacing in the unit. Planting quality will also be assessed and scored. For bareroot trees, two random seedlings in each plot will be dug to determine status of planted roots. Inspectors will use the inspection spreadsheet provided by OSU – see sample spreadsheets in Attachment D.

Spacing (Feet)	Trees Per Acre (TPA)	Plot Radius (Feet)	Trees Per Plot
7 x 7	889	9.7	6
8 x 8	681	11.1	6
9 x 9	538	12.4	6
10 x 10	436	13.8	6
11 x 11	360	15.2	6
12 x 12	303	16.6	6

3. A pin-flag, of a highly visible color, will be placed in the ground at plot center and marked, in permanent marker, with the plot number. Inspectors will also record the plot center with GPS and submit the GPS file (.gpx or .shp file) with the completed inspection datasheet.
4. At each plot, the following information will be recorded:
 - a) Plot number
 - b) Number of plantable spots available (up to 6)
 - c) Total number of planted trees
 - d) Number of satisfactorily planted trees (meet all applicable quality specifications)
 - e) Number of unsatisfactorily planted trees and reasons for unsatisfactory rating
 - f) Number of desirable natural seedlings present or, for interplant units, number of previously planted seedlings

C. Unacceptable Planting Quality

1. J-Root: roots are planted in a ‘J’ or ‘L’ shape, instead of vertical
2. Loose: seedlings pull out of the ground easily
3. Shallow: the root collar is above the ground level or roots are exposed
4. Deep: the root collar is two inches (or more) below the ground level
5. Leaning: the stem is leaning 45 degrees or more (ensure roots are not curved)
6. Excess Tree: more than one seedling in an acceptable planting spot; or seedling is planted too close to a desirable, natural seedling or other planted seedling
7. Planter Damage: roots are twisted, stuffed, exposed, pruned, or stripped; bark is scraped off the seedling; terminal bud broken off
8. Poor Location: seedlings planted in standing water, too close to residual trees, in areas lacking adequate mineral soil, or other areas described as not desirable by OSU
9. Drop Tree: discarded, dropped, or hidden seedlings

Pre-operations Meeting:

The Contractor will be required to meet with the OSU Representative for a pre-operations meeting prior to any Contract work beginning. OSU anticipates this meeting will occur in September or October of 2022. This Contract shall be reviewed, including specific instructions for planting, planting inspection, documentation, contract administration, etc. OSU will provide required maps, planting instructions, and data spreadsheets on or before this meeting date.

Certification for Payment:

It is the sole responsibility of the OSU Representative to approve and certify work for compliance with this Contract. OSU will process invoices for payment when all units on a Research Forest (Blodgett, McDonald Dunn, or Ram's Dell) have been completed; that is, when all planting units have been inspected and all required data has been transmitted to OSU for that forest.

OSU Contract Representative(s):

Carli Morgan
Reforestation Manager
Research Forests
Oregon State University
(541) 737-4924
carli.morgan@oregonstate.edu

Brent Klumph
Forest Manager
Research Forests
Oregon State University
(541) 737-6594
brent.klumph@oregonstate.edu

Contractor shall not begin work until the Contract is signed by all parties listed below. Unless otherwise specified herein, OSU shall pay only for work performed. Contractor shall submit detailed invoice(s) for work performed to Department for payment. Invoices are paid according to the OSU's standard payment terms which are Net 30 days from receipt of correct invoice.

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OSU Standard Contract Provisions and Attachment B; Attachment C; Other Attachments: Attachment D.

INSURANCE: the minimum limit is \$**Insurance amount** Type required: CGL AUTO Professional

THIS CONTRACT SHALL BECOME EFFECTIVE AND BINDING UPON LAST SIGNATURE BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AS PROVIDED HEREIN.

OSU

CONTRACTOR

OSU Department Head Date (Typed Name): Department Head Name	Signature Date Typed Name: Contact Name Address: Business Name Address City, ST, Zip Phone: Phone
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OSU Contract Officer Date	Banner Vendor ID No.: Banner ID U.S. Tax Identification No.: Tax ID Last 4 Contractor is a: (Check One) <input type="checkbox"/> Resident U.S. citizen <input type="checkbox"/> Resident non-U.S. citizen (Green Card Holder) <input type="checkbox"/> Non-U.S. citizen <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Contractor is also a minority group member
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OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE
	BC Name & Phone	BC Address	Prep Date

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT
Index 1	Acct 1	Activ 1	Amount 1
Index 2	Acct 2	Activ 2	Amount 2
Index 3	Acct 3	Activ 3	Amount 3

Place Bar Code Label Here	All payments and reimbursements made on this contract will be 1099-misc. reportable.
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ATTACHMENT A
OREGON STATE UNIVERSITY STANDARD PERSONAL SERVICES CONTRACT PROVISIONS

ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU and the federal government and their respective duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

ASSIGNMENT. Contractor shall not assign or transfer its interest nor delegate its obligation in this Contract without the express written consent of the Institution.

AVAILABILITY OF FUNDS. Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

COMPLIANCE WITH APPLICABLE LAW. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim to such payment. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims.

CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

DUAL PAYMENT. Contractor shall not be compensated for work performed under this Contract from any other entity of the State of Oregon.

EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

HAZARD COMMUNICATION. Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless OSU and its officers, board members, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an **individual**, (a) Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax.

INSURANCE. Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability insurance. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. OSU and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

NOTICES AND REPRESENTATIVES. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Contract signatories.

OVERDUE PAYMENTS. Any charges claimed by the Contractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

OWNERSHIP OF WORK PRODUCT. All work products or any form of property originated or prepared by Contractor which result from this Contract are the exclusive property of Institution.

SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Institution.

SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

TERMINATIONS. This Contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; or (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. This Contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this Contract within the time specified; 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 after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources) to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution or program for which this Contract was executed is abolished, the Institution may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

FOREIGN CONTRACTOR. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

FORCE MAJEURE. Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, pandemic, epidemic or other health emergency as declared by the health authority, acts of God, or war where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

WAIVER. The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision.

APPROVALS. In some instances, another state agency may be required to approve this Contract before any work may commence under this Contract.

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.

WORKERS' COMPENSATION. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

TRAVEL EXPENSES. Unless otherwise stated in the scope of work, Contractor shall make and pay for their travel arrangements in performance of the Contract. For all contract travel itineraries, Contractor shall obtain pre-approval by OSU prior to execution of travel. Contractor's travel expenses must be reasonable and economical in order to maximize the contract value. Any air transportation to, from, between, or within a country other than the United States must be in accordance with the Fly America Act (49 USC 40118). Travel expenses are included in the sum not-to-exceed amount indicated in this Contract. Unauthorized travel expenses or those not included in the sum not-to-exceed amount will not be reimbursed. Travel expense receipts are not required with invoices. Travel expenses must be included collectively as a separate line item on invoices. Receipts must be retained by Contractor and available for audit at any time during the term of the contract and for three years from the date of Contract expiration. Contractor's request for reimbursement of expenses must be submitted on an invoice within 90 days after the date the travel has been completed. Expenses submitted after the 90 days will not be reimbursed.

FEDERALLY REQUIRED PROVISIONS

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.

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.

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).

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.

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>

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.

DOMESTIC PREFERENCE. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.

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).

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."

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.

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.

MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ATTACHMENT B INSURANCE

INSURANCE: Contractor shall secure at its own expense and keep in effect during the term of this Contract:

- a. General Liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate with coverage for bodily injury, property damage, and liability assumed under an Insured Contract, which can be met through a combination of primary and excess insurance policies. Said policy shall include, or be endorsed to include, "OSU and its officers, board members, employees, and agents" as additional insured. Said policy shall also include a waiver of subrogation in favor of OSU and its officers, board members, employees, and agents.
- b. Automobile Liability insurance with "symbol 1" coverage (owned, hired and non-owned vehicles) with minimum limits of \$1,000,000 combined single limit per occurrence or accident.
- c. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126. Workers' Compensation coverage shall be maintained at all times in accordance with statutory limits and Employer's Liability insurance shall have minimum limits of \$500,000 each accident; \$500,000 disease-each employee; \$500,000 disease-policy limit.

Insurance carried by Contractor shall be primary and non-contributory. Insurance is to be issued by an insurance company authorized to do business in the State of Oregon with an "A.M. Best" rating of no less than A-VII. 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. Contractor shall furnish OSU with certificates of insurance and any applicable endorsements as required by this Contract prior to beginning work.

In the event that the Contractor hires subcontractors to complete the services under this Contract, the Contractor shall require the subcontractors meet all the same insurance requirements provided in the INSURANCE section.

**ATTACHMENT C
UNIT DESCRIPTIONS AND BID PRICING**

Instructions: Record bid price for planting inspection under 'Price Per Unit' in Table 1. Record bid price for other services in Table 2.

Table 1. Planting inspection cost - charged per unit.

Forest Tract	County	Unit	GIS Acres	Stock Type (Amounts)	Spacing (Ft)	TPA	Trees Per Unit	Total Price Per Unit	Notes
Blodgett	Columbia	Wookie	17	DF 1+1 (16,100)	10 x 10	435	7,400		
Blodgett	Columbia	Tunnel Top	17		10 x 10	435	7,400		
Blodgett	Columbia	East Canyon	3		10 x 10	435	1,300		
Dunn	Benton	The Big Easy	19	DF 1+1 (4,000) DF P+1 (25,000) DF S20 Plug (12,500) DF S15 Plug (12,500) PP S15 Plug (6,500) IC 2-0 (3,750) WWP 2-0 (1,100)	11 x 11	360	6,840		
Dunn	Benton	Blitz 210	30		11 x 11	360	10,800		
Dunn	Benton	Hammerhead	20		11 x 11	360	7,200		
Dunn	Benton	260 Road	18		11 x 11	360	6,480		
Dunn	Benton	310 / CFIRP 5	8		N/A	250	2,000		Interplant
Dunn	Benton	White Fir Flats	7		N/A	200	1,400		Interplant
McDonald	Benton	Davey Crockett 2	10		10.5 x 10.5	400	4,000		
McDonald	Benton	Davey Crockett 3	10		10.5 x 10.5	400	4,000		
McDonald	Benton	North Newt	15		10.5 x 10.5	400	6,000		
McDonald	Benton	Cody Clear	12		N/A	200	2,400		Interplant
McDonald	Benton	Blake Homestead	14		N/A	200	2,800		Interplant
McDonald	Benton	Maple Syrup	28		N/A	200	5,600		Interplant
McDonald	Benton	Horse Buggy	8		N/A	150	1,200		Interplant
Ram's Dell	Clackamas	RD 2021 A	2	PP S15 Plug (1,000) IC 2-0 (1,250)	11 x 11	360	720		
Ram's Dell	Clackamas	RD 2021 B	8	WWP 2-0 (1,400)	11 x 11	360	2,880		
Total			246	95,000					

Note: Table 1 serves only as an estimate of the number and types of seedlings to be planted in each unit. Project units are subject to change, i.e., OSU may add or delete units. OSU may also change the spacing, number and stock types of seedlings to be planted.

Table 2. Other Services

Other Services	Total Price
Coordination of Seedling Delivery, Storage, and Transport to Field Site	\$
Contract Administration Duties (not including planting inspection)	\$

**ATTACHMENT D
SAMPLE INSPECTION SPREADSHEET**

The first part of the OSU inspection spreadsheet requires data input from the planting inspector.

1 PLANTING INSPECTION												
2	Unit		Date		Plot Area (Sqft)	725.8						
3	Legal		Acres		Plot Size 1/	60						
4	PID		Target	360	Spacing	11 x 11						
5	Inspector		Labor		Plot Radius (Ft)	15.2						
6	Plot no.	Plant Spts	Total Plant	Satif Plant	J	L	S	D	LN	PD	DT	Exist Tree
7				0								
8				0								
9				0								
10				0								
11				0								
12				0								
13				0								
14				0								
15				0								
16				0								
17				0								
18				0								

J: J-Root
L: Loose
S: Shallow
D: Deep
LN: Leaning
PD: Planter Damage
PL: Poor Location
DT: Drop Tree
Exist Tree: Desirable Existing Regen Tree

The second part of the OSU inspection spreadsheet automatically calculates results.

1 SUMMARY REPORT													
2	UNIT:	Test		DATE	1/15/2022	Target TPA		360					
3													
4	Planting Errors												
5	Plots Inspected	0					J	0	LN	0			
6	Planted TPA	#DIV/0!					L	0	PD	0			
7	Existing TPA	#DIV/0!					S	0	DT	0			
8	Satif Planted TPA	#DIV/0!					D	0	Totals	0			
9	Plant Spots/AC	#DIV/0!					Total TPA	#DIV/0!	Range	#DIV/0!	#DIV/0!		
10	Plantable Ground	#DIV/0!					Planting Quality	#DIV/0!					
11													