

CITY OF ST. HELENS



REQUEST FOR PROPOSALS

FORESTRY MANAGEMENT SERVICES

Date of Issue: **December 27, 2024**

Closing Date and Time: **January 27, 2025 at 4:00 p.m. (local time)**

Single Point of Contact (SPC): John Walsh, City Administrator

City of St. Helens

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St. Helens, OR 97051

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The City of St. Helens promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The City of St. Helens, an Oregon municipal corporation (“City”), is issuing this Request for Proposals (“RFP”) to seek proposals from qualified contractors to provide forestry management services.

The City anticipates the award of one (1) contract from this RFP.

Additional details on the scope of the services sought are included in the Scope of Work section of the RFP.

The initial term of the public contract is anticipated to commence on March 1, 2025 and continue through December 31, 2030.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are the local time in the City of St. Helens, Oregon. All dates listed are subject to change through issued Addenda.

Event	Date	Time
Issuance of RFP	December 27, 2024	
Questions / Requests for Clarification Due	January 20, 2025	5:00 PM
RFP Protest Period Ends	January 20, 2025	5:00 PM
Issuance of Answers/Addenda Deadline	January 24, 2025	4:00 PM
Closing Date and Time (Proposals Due)	January 27, 2025	4:00 PM
Opening of Proposal(s)	January 27, 2025	4:30 PM
Issuance of Notice of Intent to Award (approx.)	February 6, 2025	
Award Protest Period Ends	7 calendar days after Notice of Intent to Award	
Contract Commences	March 1, 2025	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC’s contact information. Proposer shall direct all communications related to any provision of the RFP only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

The City issues this RFP pursuant to its authority as a “local contracting agency” as defined by ORS 279A.010(1)(p). The City Council is the “local contract review board” as defined by ORS 279A.010(1)(o) and Chapter 2.04 of the City’s Municipal Code (“Public Contracting Code”).

The City is using the Competitive Sealed Proposal method for this procurement, pursuant to ORS 279B.060, OAR 137-047-0260 and Public Contracting Code 2.04.120(5)(a).

2.2 OVERVIEW AND PURPOSE

2.2.1 Owner Overview and Background

The City of St. Helens is in Columbia County, Oregon. Located on the Columbia River approximately 30 miles north of Portland, the City serves an area of 5.3 square miles with a population of 14,560. The City desires to conduct a solicitation to identify a qualified contractor for the desired services.

2.3 SCOPE OF WORK/SPECIFICATIONS

Responsive Proposals will be based on the following Scope of Work:

- 2.3.1 Assessment of City’s tree farm.
- 2.3.2 Preparation of bid specifications and logging contracts.
- 2.3.3 Marketing of harvested tracts.
- 2.3.4 Administration of contracts for tree planting, thinning, and herbicide application.
- 2.3.5 Administration of contracts for logging, including:
 - 2.3.5.1 Boundary location;
 - 2.3.5.2 Falling and bucking the contract timber;
 - 2.3.5.3 Log sorting before delivery;
 - 2.3.5.4 Monitoring mill receipts of logs;
 - 2.3.5.5 Monitoring load tickets;
 - 2.3.5.6 Preparing payment requests;
 - 2.3.5.7 Assuring appropriate silvicultural procedures are followed;
 - 2.3.5.8 Complying with all applicable rules and regulations, including but not limited to any and all state and / or federal environmental regulations as now in

effect or may be in effect during life of logging contract

2.3.6 Preparing forest products harvest tax forms.

2.3.7 Attending at least one (1) City Council meeting annually, or upon request by Council.

SECTION 3: PROPOSAL REQUIREMENTS

3.1 GENERAL PROPOSAL CONTENT GUIDELINES

A Responsive Proposal must address each of the elements listed in this Section and all other requirements set forth in this RFP, in light of each specified service listed in the Scope of Work of Section 2.3. As appropriate, a Responsive Proposal shall describe the services to be performed. A Proposal that merely offers to provide the goods or services described in this RFP will be considered non-Responsive to this RFP, and will not be considered further.

A Proposal should not include extensive artwork, unusual printing, or other materials not essential to the utility and clarity of the Proposal. Do not include marketing or advertising material in the Proposal, unless requested. A Proposal should be straightforward and address directly the terms of the RFP. A Proposal containing unsolicited marketing or advertising material may receive a lower evaluation score if specific requested information is difficult to locate.

A Proposer's Proposal is valid for a period of 90 days after the Closing Date and Time.

3.2 PROPOSAL SUBMISSION REQUIREMENTS

3.2.1 Proposal Elements

To be considered for evaluation, a Proposal must contain each of the following elements:

- Cover Letter
 - The cover letter shall stipulate the proposal is predicated upon the terms and conditions of this RFP and include the Proposer's understanding of the work to be performed and why they are qualified to perform such work.
 - The cover letter shall also identify the contact person for the Proposer's proposal and the person's phone number and email address.
 - The cover letter must contain the signature of an authorized representative of the Proposer.
- Proposer Qualifications and Experience
 - Description of Proposer's background and experience.
 - Proposals should state the size of the firm and the location of the office from which the work on this public contract is to be performed.
 - Proposer shall include a listing of persons who would be assigned to perform

services described in the RFP, along with a description of their roles and responsibilities and relevant experience and qualifications. List any pending or previous litigation over the past 5 years related to organization's work.

- Forestry Management Proposal
 - Proposals shall describe Proposers approach to providing each of the services described in the Section 2.3.
- Price Proposal
 - The Price Proposal should be delivered separately from the Proposal. The Price Proposal will be segregated from the rest of the Proposal, and evaluated as discussed in Section 4.10.2., below.
 - Proposers shall provide information pertaining to costs to be charged for forestry management services. This should include information pertaining to how these costs were calculated including the hourly rate for all persons proposed to provide the services.
- Proposer Information and Certification Sheet
- Responsibility Inquiry
- Disclosure Exemption Affidavit
 - If Proposer believes any of its Proposal is exempt from disclosure under Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Disclosure Exemption Affidavit. Proposer also shall submit a fully redacted version of its Proposal, clearly identified as the redacted version, in addition to the above-required copies.

3.2.2 Proposal Page Limits

A Proposal shall be limited to twenty-five (25) pages. Any pages exceeding this limit will not be provided to the evaluation committee or considered in the evaluation. The following items do not count toward the 25-page limit:

- Proposer Information and Certification Sheet
- Responsibility Inquiry
- Disclosure Exemption Affidavit
- Key Persons and Professional Biographies

SECTION 4: SOLICITATION PROCESS

4.1 PUBLIC NOTICE AND ADDENDA

Public notice of this RFP has been published in the following newspapers of general circulation:

Daily Journal of Commerce, <http://djcoregon.com>

Columbia County Spotlight Newspaper, <http://www.columbiacountyspotlight.com>

The RFP and all related attachments can be obtained on the City's Bids and RFPs webpage at <https://www.sthelensoregon.gov/rfps>. Hard copies of the RFP or related attachments will not be mailed to prospective Proposers.

Modifications, if any, to this RFP or related attachments will be made by written Addenda and will be published on the City's Bids and RFPs webpage..

All Addenda, if any, are hereby incorporated into this RFP by this reference.

4.2 PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will not be held for this RFP.

4.3 QUESTIONS / REQUESTS FOR CLARIFICATIONS

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email;
- Identify the Proposer's name and contact information;
- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule herein.

4.4 SOLICITATION PROTESTS

4.4.1 Protests to RFP

Any prospective Proposer may submit a written protest of anything contained in this RFP, including but not limited to, the RFP process and the Scope of Work. This is a prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest Addenda to the RFP as provided below.

4.4.2 Protests to Addenda

Any prospective Proposer may submit a written protest of anything contained in the respective Addendum. Protests to Addenda, if issued, must be submitted by 5 p.m. Pacific Time of the second Business Day after issuance, or the date/time specified in the respective Addendum, or they will not be considered. Protests of matters not added or modified by the respective Addendum will not be considered.

4.4.3 All Protests must:

- Be delivered to the SPC via email;

- Identify the prospective Proposer’s name and contact information;
- Be sent by an authorized representative;
- State the reason for the protest, including:
 - the grounds that demonstrate how the procurement process is contrary to law, unnecessarily restrictive, legally flawed, or improperly specifies a brand name; and
 - evidence or documentation that supports the grounds on which the protest is based;
- State the proposed changes to the RFP provisions or other relief sought;
- Protests to the RFP must be received by the due date and time identified in the Schedule; and
- Protests to Addenda must be received by the due date identified in this RFP or in the respective Addendum.

4.5 PROPOSAL DELIVERY OPTIONS

Proposer is solely responsible for ensuring its Proposal is timely received by the SPC in accordance with the RFP requirements. The City is not responsible for any delays in mail or by common carriers or by transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized below will be rejected. The following delivery options are permitted for this RFP:

Delivery through Email

A Proposal may be delivered through email and must be received prior to Closing Date and Time. The subject line of the email must clearly identify the Proposer’s name and the RFP name. It must be sent to the attention of the SPC at the email address listed on the cover page of this RFP.

Delivery through Postal Service

A Proposal may be delivered via U.S. postal service. The envelope must be addressed to the attention of the SPC and include the RFP name on the outside of the envelope.

Delivery through Hand-Delivery

A Proposal may be delivered via hand-delivery to the City of St. Helens with the RFP name stated on the outside of the envelope.

4.6 PROPOSAL MODIFICATION OR WITHDRAWAL

If a Proposer wishes to make modifications to a submitted Proposal, it must submit its modification in accordance with the authorized method listed in the Proposal Delivery Options section. To be effective the notice must include the RFP name and be submitted to the SPC prior to Closing Date and Time.

If a Proposer wishes to withdraw a submitted Proposal, it must submit a written notice signed by an authorized representative of its intent to withdraw to the SPC via email prior to Closing Date and Time. A Proposer may also withdraw a submitted Proposal in person upon presentation of appropriate identification and evidence of authorization. To be effective the notice must include the RFP name.

4.7 PROPOSAL DUE

A Proposal (including all required submittal items) must be received by the SPC on or before Closing Date and Time. All Proposal modifications or withdrawals must be received prior to Closing Date and Time.

A Proposal received after Closing Date and Time is considered LATE and will NOT be accepted for evaluation. A late Proposal will be returned to the Proposer or destroyed.

4.8 PUBLIC OPENING

A public Opening will be held on the date and time listed in the Schedule and at the location stated on the cover page of this RFP. Only the name of the Proposer will be read at the Opening, no other information will be made available at that time. Proposals received will not be available for inspection until after the evaluation process has been completed and the notice of Intent to Award is issued.

4.9 PROPOSAL REJECTION

The City may reject a Proposal for any of the following reasons:

- The Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that Proposer's authorized representative sign the Proposal.
- The Proposer fails to meet the responsibility requirements of ORS 279B.110.
- The Proposer makes any contact regarding this RFP with the City representatives, officers, employees, or board members other than the SPC or those the SPC authorizes, or has inappropriate contact with the SPC.
- The Proposer attempts to influence a member of the Evaluation Committee or Interview Panel.

4.10 EVALUATION PROCESS

4.10.1 Responsiveness and Responsibility Determination

4.10.1.1 Responsiveness Determination

A Proposal received prior to Closing Date and Time will be reviewed to determine if it is Responsive to all RFP requirements stated herein. If the Proposal is unclear, the SPC may request clarification from Proposer. However, clarifications may not be used

to rehabilitate a non-Responsive proposal. If the SPC finds the Proposal non-Responsive, the Proposal will be rejected.

4.10.1.2 Responsibility Determination

The City will determine if an apparent successful Proposer is “responsible,” as that term is used in the Oregon Public Contracting Code, prior to award and execution of the Contract. Proposers shall submit a signed Responsibility Inquiry form with a Proposal. At any time prior to award, the City may reject a Proposer found not to be responsible.

4.10.2 Written Proposal Evaluation

Each Proposal meeting all responsiveness requirements will be independently evaluated by members of an Evaluation Committee. Evaluation Committee number and members will be determined and assigned in the sole discretion of the City and may be subject to change.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of a Proposal. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

Evaluators will evaluate and assign in their discretion a score for the Executive Summary and Services Proposal (the “Elements”), up to the maximum listed below for each element:

TOTAL POINTS POSSIBLE:	100
Element	Maximum Score
Cover Letter	5
<u>Services Proposal</u>	
Proposer Qualifications and Experience	30
Forestry Management Proposal	45
Price Proposal	20

Following evaluation of the Elements, Proposer Price Proposals shall be opened and scored on the following objective basis, for a total maximum Proposal score of 100:

- Proposer with the lowest total Price Proposal will receive 20 points.
- Proposer with the second lowest total Price Proposal will receive 10 points.
- Proposer with the third lowest total Price Proposal will receive 5 points.
- All other Proposers will receive 0 points.

The City prefers Oregon goods and services, and for evaluation purposes, the City reserves the right per ORS 279A.128 to subtract 5% from the price for any Proposer proposing all goods fabricated or processed or all services performed entirely in Oregon

before calculating the price score.

4.11 RANKING OF PROPOSERS

Based on the above scoring rubric, the Evaluation Committee shall score each of the responsive Proposals and present the SPC with their scoring worksheets. The SPC will average the scores for each Proposal. After any applicable preference has been applied, the SPC will determine the rank of each Proposal, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

The City may, in its sole discretion, determine an apparent successful Proposer with no additional rounds of competition. If additional rounds are conducted, the City will rank advancing Proposers at the conclusion of each subsequent round and may determine an apparent successful Proposer at any time during the solicitation process.

4.11.1 NEXT STEP DETERMINATION

At the conclusion of a round of competition, the City may choose to conduct additional round(s) of competition if in the best interest of the City. Additional rounds of competition may consist of, but will not be limited to,

- Interviews
- Presentations/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals
- Serial or simultaneous negotiations

4.11.2 COMPETITIVE RANGE DETERMINATION

If the City, in its sole discretion, determines that one or more additional rounds of competition is necessary, it will select a Competitive Range to indicate the Proposers that will be invited to participate in a subsequent round. The Competitive Range may include all, or at the City's sole discretion, some (based primarily on a natural break in the distribution of scores), of the Proposers from a previous round. The City will post a notice on its webpage of its Competitive Range Determination and provide details about the process and schedule for the subsequent round.

4.12 SCORING AND RANKING OF PROPOSERS FOR SUBSEQUENT ROUNDS

If the City conducts two or more rounds of competition, the rounds will be scored independently. Once the ranking from a previous round is complete and a Competitive Range has been determined, Proposers participating in a subsequent round will compete on an equal basis – scores from the previous round will be set aside and will not carry over. The Proposer with the highest score from the final round will receive the highest final ranking.

SECTION 5: AWARD AND NEGOTIATION

5.1 AWARD NOTIFICATION PROCESS

5.1.1 Award Consideration

The City, if it awards a Contract, will award a Contract to the highest-ranked Responsible Proposer based upon the scoring methodology and process described in Section 4. In the City's sole discretion, the City may award less than the full Scope of Work defined in this RFP, or may determine not to award the Contract to any Proposer, if the City determines no award to be in its best interests.

5.1.2 Intent to Award Notice

The City will notify all Proposers in writing that the City intends to award a Contract to the selected Proposer(s) subject to successful Contract negotiations.

5.2 INTENT TO AWARD PROTEST

5.2.1 Protest Submission

An Affected Proposer shall have seven (7) calendar days from the date of the Intent to Award notice to file a written protest.

A Proposer is an Affected Proposer only if the Proposer would be eligible for a Contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All higher ranked Proposals are non-Responsive;
- The City has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP;
- The City abused its discretion in rejecting the protestor's Proposal as non-Responsive; or
- The City's evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.

If the City receives only one Proposal, the City may elect to dispense with the evaluation process and Intent to Award protest period and proceed directly with Contract Negotiations and award with the sole Proposer.

5.2.1.1 Protests must:

- Be delivered to the SPC via email
- Reference the RFP name
- Identify Proposer's name and contact information
- Be signed by an authorized representative
- Specify the grounds for the protest

- Be received within 7 calendar days of the Intent to Award notice

5.2.2 Response to Protest

The City will address all timely submitted protests within a reasonable time and will issue a written decision to the respective Proposer. Protests that do not include the required information may not be considered by the City.

5.3 APPARENT SUCCESSFUL PROPOSER SUBMISSION REQUIREMENTS

Proposer who is selected for a Contract award under this RFP will be required to submit additional information and comply with the following:

5.3.1 Taxpayer Identification Number

Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form when requested by the City or when the backup withholding status or any other relevant information of Proposer has changed since the last submitted W-9 form, if any.

5.3.2 Business Registry

If selected for award, Proposer shall be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. Visit <http://sos.oregon.gov/business/pages/register.aspx> for Oregon Business Registry information.

5.3.3 City Business License

If selected for award, Proposer shall provide or obtain a business license issued by the City granting the Proposer the privilege to carry on a business within the City in accordance with the City of St. Helens Business License Code before executing the Contract.

5.3.4 Pay Equity Certification

If selected for award and the Contract value exceeds \$500,000 and Proposer employs 50 or more full-time workers, Proposer shall submit to the City a true and correct copy of an unexpired Pay Equity Compliance Certificate, issued to the Proposer by the Oregon Department of Administrative Services. For instructions on how to obtain the Certificate, visit www.oregon.gov/das/Procurement/Documents/SB491PayEquity.pdf.

ORS 279B.110(2)(f) requires that Proposer provide this prior to execution of the Contract.

5.3.5 Nondiscrimination in Employment

As a condition of receiving the award of a Contract under this RFP, Proposer must certify by

their Signature on Proposer Information and Certification Sheet, in accordance with ORS 279A.112, that it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

5.3.6 Pay Equity Compliance

As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this Section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles the City to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

5.4 CONTRACT NEGOTIATION

5.4.1 Negotiation

After selection of a successful Proposer, the City may enter into Contract negotiations with the successful Proposer. By submitting a Proposal, Proposer agrees (1) to comply with the requirements of the RFP, and (2) that all proposed terms of service provision of a Proposal, and the prices listed on a submitted Price Proposal Form, shall constitute a final and binding offer of Proposer throughout the duration of Contract negotiations.

In the event that the parties have not reached mutually agreeable terms within seven (7) calendar days of commencement of negotiations (as determined by the Procurement Schedule contained herein), the City, at its discretion, may terminate negotiations and commence Contract negotiations with the next highest ranked Proposer.

SECTION 6: ADDITIONAL INFORMATION

6.1 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or

judicial action relating to this RFP, evaluation and award is the Circuit Court of Columbia County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon in Portland. In no event shall this Section be construed as a waiver by the City of any form of defense or immunity, or as consent to the jurisdiction of any court.

6.2 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals are public record and are subject to public inspection after the City issues the Notice of the Intent to Award. Application of the Oregon Public Records Law will determine whether any information is actually exempt from disclosure.

All Proposals submitted in response to this RFP become the property of the City. By submitting a Proposal in response to this RFP, Proposer grants to the City a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal solely for the purpose of evaluating the Proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.311 through 192.478). Proposals, including supporting materials, will not be returned to Proposer unless the Proposal is submitted late.

6.3 CANCELLATION OF RFP; REJECTION OF PROPOSAL; NO DAMAGES.

Pursuant to ORS 279B.100, the City may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the City, as determined by the City. The City shall not be liable to any Proposer for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

6.4 COST OF SUBMITTING A PROPOSAL

Proposer shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

6.5 RECYCLABLE PRODUCTS

Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work set forth in this document and the subsequent Contract. (ORS 279B.025).

ATTACHMENT A -

PROPOSER INFORMATION AND CERTIFICATION SHEET

Legal Name of Proposer: _____

Address: _____ City, State, Zip: _____

State of Incorporation: _____ Entity Type: _____

Contact Name: _____ Telephone: _____ Email: _____

Oregon Business Registry Number (if required): _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Attachment D and as modified by any Addenda, except for those terms and conditions that Agency has reserved for negotiation, as identified in the RFP.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a Firm Offer for 90 days following the Closing Date and Time.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. Proposer does not discriminate in its employment practices with regard to race, sex, creed, age, religious affiliation, gender, disability, veteran status, sexual orientation, or national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business. If applicable, Proposer has, or will have prior to contract execution, a written policy and practice, that meets the requirements described in ORS 279A.112 (formerly HB 3060), of preventing sexual harassment, sexual assault and discrimination against employees who are members of a protected class. The City may not enter into a contract with an anticipated contract price of \$150,000 or more with a Proposer that does not certify it has such a policy and practice. See <https://www.oregon.gov/DAS/Procurement/Pages/hb3060.aspx> for additional information and sample policy template.

7. Proposer complies with ORS 652.220 and does not unlawfully discriminate against any of Proposer's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age.

Contractor's continuing compliance constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - A. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - B. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>
9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the City, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the City in writing.
10. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
11. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.

- 12.** Proposer acknowledges these certifications are in addition to any certifications required in the Contract and Statement of Work at the time of Contract execution.

Authorized Signature

Date

(Printed Name and Title)

ATTACHMENT B

RESPONSIBILITY INQUIRY

The City will determine responsibility of a Proposer prior to award and execution of a Contract. In addition to this form, Agency may notify Proposer of other documentation required, which may include but is not limited to recent profit-and-loss history, current balance statements and cash flow information, assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims, availability of short and long-term financing, bonding capacity, insurability, credit information, materials and equipment, facility capabilities, personnel information, record of performance under previous contracts, etc. Failure to promptly provide requested information or clearly demonstrate responsibility may result in an Agency finding of non-responsibility and rejection.

1. Does Proposer have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to demonstrate the capability of Proposer to meet all contractual responsibilities? **YES** / **NO** .

2. Within the last five years, how many contracts of a similar nature has Proposer completed that, to the extent that the costs associated with and time available to perform the contract remained within Proposer's control, Proposer stayed within the time and budget allotted, and there were no contract claims by any party? Number: ____

How many contracts did not meet those standards? Number: ____ If any, please explain.

Response:

3. Within the last three years has Proposer (incl. a partner or shareholder owning 10% or more of Proposer's firm) or a major subcontractor (receiving 10% or more of a total contract amount) been criminally or civilly charged, indicted or convicted in connection with:
 - obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract,
 - violation of federal or state antitrust statutes relating to the submission of bids or Proposals, or
 - embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property? **YES** / **NO** .

If "YES," indicate the jurisdiction, date of indictment, charge or judgment, and names and summary of charges in the response field below.

Response:

4. Within the last three years, has Proposer had:

- any contracts terminated for default by any government agency, or
- any lawsuits filed against it by creditors or involving contract disputes? **YES** / **NO** .

If "YES," please explain. (With regard to judgments, include jurisdiction and date of final judgment or dismissal.)

Response:

5. Does Proposer have any outstanding or pending judgments against it? **YES** / **NO** .

Is Proposer experiencing financial distress or having difficulty securing financing? **YES** / **NO** .

Does Proposer have sufficient cash flow to fund day-to-day operations throughout the proposed contract period? **YES** / **NO**

If "YES" on the first question or second question, or "NO" on the third question, please provide additional details.

Response:

6. Within the last three years, has Proposer filed a bankruptcy action, filed for reorganization, made a general assignment of assets for the benefit of creditors, or had an action for insolvency instituted against it? **YES** / **NO** .

If "YES," indicate the filing dates, jurisdictions, type of action, ultimate resolution, and dates of judgment or dismissal, if applicable.

Response:

7. Does Proposer have all required licenses, insurance and/or registrations, if any, and is Proposer legally authorized to do business in the State of Oregon and/or the City of St. Helens? **YES** / **NO** .

If "NO," please explain.

Response:

8. Pay Equity Certificate. This certificate is required if Proposer employs 50 or more full-time workers and the prospective contract price is estimated to exceed \$500,000. [This requirement does not apply to architectural, engineering, photogrammetric mapping, transportation planning or land surveying and related services contracts.] Does a current authorized representative of Proposer possess an unexpired Pay Equity Certificate issued by the Department of Administrative Services? **YES** / **NO** / **N/A** . [If the certificate was provided with the Bid or Proposal submitted for a solicitation related to the prospective

contract, then it is not necessary to resubmit it. Just indicate “see Bid” or “see Proposal” in the response field. **Otherwise, if applicable, submit a copy of the certificate with this form.**]

Response:

AUTHORIZED SIGNATURE

By signature below, the undersigned Authorized Representative on behalf of Proposer certifies to the best of his or her knowledge and belief that the responses provided on this form are complete, accurate, and not misleading.

Proposer Name:	RFP Name: Forestry Management Services
----------------	----------------------------------------

Authorized Signature _____ Date _____

Print Name _____ Title _____

ATTACHMENT C

DISCLOSURE EXEMPTION AFFIDAVIT

_____ (Affiant), being first duly sworn under oath, and representing
_____ (hereafter "Proposer"), hereby deposes and swears or affirms under penalty
of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about _____ (the "Proposal"), to the City of St. Helens in response to the Request for Proposals for Forestry Management Services, and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.311 through 192.478, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information is exempt from disclosure under Oregon's Public Records Law under the specifically designated sections as set forth in Exhibit A or constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

or

- B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:

- i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
- ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.

5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Affiant's Signature

STATE OF OREGON)
) ss:
County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____
My Commission Expires: _____

EXHIBIT A TO ATTACHMENT C

Proposer identifies the following information as exempt from public disclosure under the following designated exemption(s):

ATTACHMENT D
SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the City of St. Helens, an Oregon municipal corporation (the “City”), and _____ (“Contractor”), collectively the “Parties” and each a “Party”.

RECITALS

A. The City is in need of consulting services to assist with forestry management, and Contractor represents that it is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

AGREEMENT

1. Engagement. The City hereby engages Contractor to provide services related to forestry management, and Contractor accepts such engagement on the terms and conditions set forth herein.

2. Scope of Work. The duties and responsibilities of Contractor, including a schedule of performance, shall be as described in Attachment A attached hereto and incorporated herein by reference (the “Services”).

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on December 31, 2030. The City reserves the exclusive right to extend the contract for a period of two (2) years in one (1) year increments. Such extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

4. Compensation. The terms of compensation for the Contractor shall be as provided in Attachment C attached hereto and incorporated herein by reference.

5. Payment.

5.1 The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the fees outlined in Attachment C, except that the hourly fee shall include all local travel, local telephone expense, computer expense, and routine document copying. Reimbursable expenses shall be billed at cost without markup and shall include travel and related expenses in compliance with the City’s travel and expense policy, reproduction of documents or reports with prior written approval, and long-distance telephone expenses. Contractor’s cost for approved sub-consultants may be

marked up a maximum of five percent (5%) by Contractor for management and handling expenses.

5.2 Contractor shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the City. Following approval by the City Administrator, billings shall be paid in full within thirty (30) days of receipt thereof. The City shall notify Contractor of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The City may suspend or withhold payments if Contractor fails to comply with any requirement of this Agreement.

5.4 Contractor is engaged by the City as an independent contractor in accordance with the standards prescribed in ORS 670.600. Contractor shall not be entitled to any benefits that are provided by the City to City employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

6. Document Ownership. Contractor shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Contractor for the benefit of the City under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to City shall become the property of City who may use them without Contractor's further permission for any lawful purpose related to the project. Upon execution of this agreement, Contractor grants to City an irrevocable, nonexclusive license to use Contractor's work products created through its services for the project. The license granted under this section permits City to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Contractor's work product for purposes unrelated to the project shall be at City's sole risk and without liability to Contractor.

7. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be considered as property given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (b) by delivering same in person to the intended addressee, (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (d) by electronic mail at the electronic mail address commonly used by the recipient in the conduct of communications between the Parties. Notice sent pursuant to clause (a) shall be effective three (3) business days after its deposit with the United States Postal Service; notice sent pursuant to clause (b) shall be effective upon receipt by the intended recipient; notice sent pursuant to clause (c) shall be effective upon the date delivered by such a commercial delivery service; and notice given by email delivery pursuant to

clause (d) shall be effective upon being sent by the sender. Notices sent by mail or email shall be addressed as follows:

CITY: City of St. Helens
Attn: City Administrator
265 Strand Street
St. Helens OR 97051

CONTRACTOR: _____
Attn: _____

Any Party may designate a different address by giving notice to the other Parties delivered in accordance with the provisions of this paragraph.

8. Standard of Care. Contractor shall comply with the applicable professional standard of care in the performance of the Services. Contractor shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Insurance.

9.1 At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment B attached hereto and incorporated herein by reference.

9.2 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.

9.3 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.

9.4 At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

9.5 The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

10. Termination.

10.1 Termination for Cause. City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:

10.1.1 If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

10.1.2 If 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 Agreement.

10.1.3 If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

10.1.4 If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

10.1.5 If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

10.2 Breach of Agreement

10.2.1 Contractor shall remedy any breach of this Agreement within the shortest reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

10.2.2 If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.

10.2.3 Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section 10.2, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

10.2.4 In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.

10.3 Termination for Convenience. City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.

11. No Third-Party Rights. This Agreement shall not create any rights in or inure to the benefit of any parties other than the City and Contractor.

12. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

13. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

14. Indemnification.

14.1 Liability of Contractor for Claims Other Than Professional Liability. For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.

14.2 Liability of Contractor for Claims for Professional Liability. For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and

employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City.

14.3 Contractor and the officers, employees, agents and subcontractors of Contractor are not agents of the City, as those terms are used in ORS 30.265.

15. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon.

16. Compliance with Law.

16.1 Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

16.2 Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

16.3 Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Agreement.

16.4 Contractor shall not permit any lien or claim to be filed or prosecuted against the City or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

16.5 Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

16.6 Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

16.7 No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

16.7.1 Either:

16.7.1.1 For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

16.7.1.2 For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

16.7.2 For all work performed on Saturday and on any legal holiday specified in ORS 279B.020;

16.7.3 Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

16.8 The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

16.9 All subject employers working under the Contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.

16.10 Contractor certifies compliance with, and warrants to continuing complying with, all applicable Oregon tax laws, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, during the term of the Agreement.

16.11 Contractor certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

16.12 The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

16.13 If Contractor is a foreign contractor as defined in ORS 279A.120, Contractor shall comply with that section and the City must satisfy itself that the requirements of ORS 279A.120 have been complied with by Contractor before City issues final payment under this agreement.

16.14 Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

16.15 Contractor shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

16.16 Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

16.17 Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

16.18 Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.

16.19 Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

17. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

18. Publicity. Contractor shall not use any data, pictures, or other representations of the City in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the City.

19. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties’ partners, successors, executors, administrators and assigns.

20. Assignment. This Agreement shall not be assigned by Contractor without the express written consent of the City. Contractor shall not assign Contractor’s interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the City.

21. Mediation/Dispute Resolution

21.1 Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall

be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in the City of St. Helens, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the City of St. Helens. Venue for any litigation shall be the Circuit Court for Columbia County.

22. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

23. Records, Inspection and Audit by the City.

23.1 Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after City makes final payment on this Agreement and all other pending matters are closed.

23.2 Services provided by Contractor and Contractor's performance data, financial records, and other similar documents and records of Contractor that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the City or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the City free of charge.

23.3 The City shall have the right to inspect and audit Contractor's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after City makes final payment on this Agreement and all other pending matters are closed.

23.4 This Section 23 is not intended to limit the right of the City to make inspections or audits as provided by law or administrative rule.

24. Force Majeure. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services

described herein. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and which taken together shall constitute one and the same instrument. Scanned and electronic signatures provided hereto will be deemed original for all purposes hereunder.

26. Severability. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

27. Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized undersigned agent, and Contractor has executed this Agreement on the date written below.

CITY:

CITY OF ST. HELENS

Council Meeting Date: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR:

Signature: _____

Print: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney

ATTACHMENT A
Scope of Work

1. Assessment of City's tree farm.
2. Preparation of bid specification and logging contracts.
3. Marketing of harvested tracts.
4. Administration of contracts for tree planting, thinning, and herbicide application.
5. Administration of contracts for logging, including:
 - a. Boundary location;
 - b. Falling and bucking the contract timber;
 - c. Log sorting before delivery;
 - d. Monitoring mill receipts of logs;
 - e. Monitoring load tickets;
 - f. Preparing payment requests;
 - g. Assuring appropriate silvicultural procedures are followed;
 - h. Complying with all applicable rules and regulations, including but not limited to any and all state and / or federal environmental regulations as now in effect or may be in effect during life of logging contract
6. Preparing forest products harvest tax forms.
7. Attending at least one (1) City Council meeting annually, or upon request by Council

**ATTACHMENT B
INSURANCE REQUIREMENTS**

Contractor and its subcontractors shall maintain insurance acceptable to the City in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the City shall apply in excess of, and not contribute toward, insurance provided by Contractor. The policy or policies of insurance maintained by Contractor and its subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence	\$1,000,000	YES
	General Aggregate	\$2,000,000	
	Products/Comp Ops Aggregate	\$2,000,000	
	Personal and Advertising Injury	\$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	
Please indicate if Claims Made or Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on City business	\$2,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable: _____		YES
Professional Liability	Per occurrence	\$500,000 or per contract	YES
	Annual Aggregate	\$500,000 or per contract	

Contractor's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the City, its officers, agents and employees, as additional insureds and shall provide the City with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured, but must list the City as a certificate holder and provide a thirty (30)-day notice of cancellation to the City.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the City as an additional insured.

Certificates of Insurance shall be forwarded to:

City Administrator
City of St. Helens
265 Strand Street
St. Helens, OR 97051

Contractor agrees to deposit with the City, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the City that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the City during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.

ATTACHMENT C
Terms of Compensation