



Metropolitan Wastewater MANAGEMENT COMMISSION REQUEST FOR PROPOSAL (RFP)

PROJECT NAME	Poplar Harvest Services	
PROJECT LOCATION	Biocycle Farm 29689 Awbrey Lane Eugene, Oregon 97402	
RFP DEADLINE	January 9, 2026 2:00 p.m. (PDT) Late, faxed, or unsigned Proposals will be rejected.	
OFFICE WHERE REQUEST FOR PROPOSAL DOCUMENT MAY BE VIEWED	CITY OF SPRINGFIELD DEVELOPMENT AND PUBLIC WORKS DEPARTMENT ENVIRONMENTAL SERVICES DIVISION 225 FIFTH STREET, SUITE 101 SPRINGFIELD, OR 97477	
CONTRACT POINT OF CONTACT	NAME	Bryan Robinson
	TITLE	MWMC Contract Manager
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	WEBSITE	www.mwmcpartners.org
DATE RFP ISSUED & ADVERTISED: November 25, 2025		

PROPOSAL GENERAL INFORMATION

<p>Pre-proposal voluntary informational meeting: December 11, 2025, 9:00 a.m. to noon 29689 Awbrey Lane, Eugene, Oregon 97402 Link to Address Location via Google Maps</p> <p>--</p> <p>It is highly recommended that all perspective Proposers attend the informational meeting. Contact the MWMC Contract Manager to register.</p> <p>--</p> <p>The first half of the informational meeting will be accessible virtually and will be made available to all interested parties registered on the RFP-related list.</p> <p>--</p> <p>Any statements made by the MWMC representatives at the pre-proposal meeting are not binding on the MWMC unless confirmed by written addenda.</p>	<p>If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer shall immediately notify the MWMC Contract Manager and request modification or clarification of the RFP document.</p> <p>--</p> <p>In the event that it is necessary to amend, revise, or supplement any part of the RFP, addenda will be posted to the MWMC website: http://www.mwmcpartners.org/capital-improvements/request-for-Proposals/, and will be directly provided to all parties that have requested to be on the RFP-related list. This includes the amendment of dates in the RFP schedule. Any addenda so issued are to be considered part of the Specifications of the RFP.</p>
<p>The MWMC does not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, veteran-owned business or any emerging small business that is certified under ORS 200.055.</p>	

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Glossary of Terms and Acronyms

The following definitions are used throughout the RFP:

Agricultural Poplar is grown in Oregon under three potential sets of rules: (1) as an agricultural crop, limited to a maximum rotation age of 12 years (agricultural poplar), (2) as a non- forestry woodlot stand with less than a 20-year rotation age, and (3) as a forest product under the Oregon Forest Practices Act at rotations of greater than 20 years. The MWMC Biocycle Farm is limited to agricultural land use and therefore grows to a maximum of 12-year rotations.

Biocycle Farm the MWMC Biocycle Farm is a 596-acre site operated for the application of biosolids as part of Eugene-Springfield's regional wastewater management strategy. The farm is planted with several varieties of hybrid poplar trees and is divided into three Management Units—MU1, MU2, and MU3—each further split into north and south planting blocks, totaling six rotational units. These units range from approximately 56 to 79 acres each and are managed on 10- to 12-year harvest cycles.

Biomass in reference to poplar trees, the biomass is the total vegetative material yielded by the tree or MU harvested, including wood, bark, stems, and leaves.

Biosolids means nutrient-rich organic byproducts generated during the treatment of municipal wastewater, as defined under 40 CFR Part 503. The MWMC operates in compliance with NPDES permit requirements established by the EPA. These standards authorize the beneficial use of biosolids through land application as a fertilizer and soil conditioner at site-approved locations.

Biosolids Management Facility (BMF) the BMF is owned and operated by the MWMC as a satellite facility for solids management. Solids generated from the biological treatment of wastewater at the WPCF are pumped from to lagoons at the BMF where, over time, natural decomposition processes further stabilize the materials and reduce pathogens. Once fully treated, the biosolids are dried using mechanical dewatering and air-drying processes. The end result is biosolids, which are safe for the environment, and high in concentrations of valuable nutrients.

COI means Certificates of Insurance.

Contract Manager means a pre-identified City of Springfield staff member assigned the responsibility to lead project procurement and contract management.

Contractor (or General Contractor) means the business entity(ies) awarded the Poplar Harvest Services contract based on the MWMC procurement process.

DEQ means Oregon Department of Environmental Quality.

Exclusive Farm Use Exclusive Farm Use (EFU) is the land use designation of most of the Biocycle Farm property. According to Oregon law, "farm use" means the current employment of land for the primary purpose of obtaining a profit in money by raising, harvesting and selling crops or the feeding, breeding, management and sale of, or the production of livestock, poultry, fur-bearing animals or honeybees or for dairying and the sale of dairy products or any other agricultural or horticultural use or animal husbandry or any combination thereof. "Farm use" includes the preparation, storage and distribution by marketing or otherwise of the products or by-products raised on such land for human or animal use. "Farm use" includes the on-site construction and maintenance of equipment and facilities used for the activities described.

Farmed Wetlands "Farmed wetland" is a US Department of Agriculture/Natural Resource Conservation Service (USDA/NRCS) classification of wetlands that were drained, dredged, filled, leveled, Electronic Procurement or otherwise manipulated before December 23, 1985 for the purpose of, or to have the effect of, making the production of an agricultural commodity possible and continuing to meet specific wetland hydrology criteria. The *Guide to Oregon Permits* issued by state and federal agencies notes that farmed wetlands have the water characteristics, vegetation types, and soil conditions of wetlands, often with a waterway running through it. This designation limits the Biocycle Farm land use to either wetland functions or continued agricultural use as long

as site hydrology is maintained.

Good Faith Services means performing contractual obligations with honesty, fairness, and a fidelity to the agreed common purpose.

Hybrid Poplar Hybrid poplar, also known as hybrid cottonwood, is a farmed tree stock produced from hybrid crosses of cottonwood/poplar species (genus *Populus*) known as varieties. The MWMC uses only non-proprietary hybrids available in the public domain. Most of the MWMC's hybrids are a cross of native black cottonwood with eastern cottonwood or European poplar.

IGA means Intergovernmental Agreement.

MWMC means Metropolitan Wastewater Management Commission, the Biosolids Management Facility (BMF and the Biocycle Farm).

MU the Biocycle Farm, is laid out in three distinct management units (MUs) representing different age classes of poplar rotations. Each MU hosts a separate phase of hybrid poplar plantation, each having its own set of varieties. Throughout this RFP, MU1 refers to both the management unit land and the poplar crop grown on it, as do references to MU2 and MU3. The MUs are also identified as MU1S (south), MU1N (north), MU2S (south), MU2N (north) and MU3S (south), and MU3N (north) to describe the individual planting blocks.

NPDES means National Pollutant Discharge Elimination System. It is the authority to discharge treated wastewater permit issued under delegated authority from the EPA to DEQ where the MWMC is the regulated Publicly Owned Treatment Works (POTW).

NTE means Not to Exceed.

OAR means Oregon Administrative Rules.

ORS means Oregon Revised Statute.

PDT means Pacific Daylight Time and Oregon local time.

Phase means the harvest, field management, or crop replanting work-needed at the Biocycle Farm.

Proposer/vendor means a business submitting a proposal in response to this RFP.

Recycled Water recycled water is the cleaned and disinfected reclaimed water product produced from the wastewater treatment process. Recycled water is produced at the quality needed for the level of use. In Oregon, recycled water is classed as Class A, Class B, Class C, or Class D. The MWMC currently produces Class D recycled water, appropriate for non-food crop irrigation, for use at the Biocycle Farm.

RFI means Request for Information.

RFP means Request for Proposals.

Rotation means the time schedule/separation between work need for each MU block harvest or replanting.

Site Manager means a pre-identified City of Eugene staff member assigned the responsibility to direct project onsite work and be available for Contractor assistance.

Slash means woody debris, coarse and fine woody material, such as limbs, tops, and other parts of trees, left on the ground after a timber harvest or other forest management activities.

Whips means a very young tree, often looking like a stick that is slender, unbranched, and without leaves.

WPCF means Water Pollution Control Facility. This is the MWMC regional wastewater treatment facility located on River Avenue in Eugene, Oregon with direct pipe connection to the BMF.

I. GENERAL INFORMATION

A. About the MWMC

The Metropolitan Wastewater Management Commission (MWMC) is an Intergovernmental Agreement partnership established in 1977 between the City of Eugene, the City of Springfield, and Lane County. The MWMC provides reliable regional wastewater services to more than 275,000 residents throughout the greater Eugene–Springfield metropolitan area, operating continuously 24 hours a day, 365 days a year. As part of its wastewater treatment process, the MWMC owns and manages the Biocycle Farm—designated and farmed wetlands operating under Oregon’s Exclusive Farm Use (EFU) zoning—where it cultivates agricultural poplar to support its resource recovery and environmental stewardship efforts. For reference, detailed Biocycle Farm Maps are provided in **Exhibit A: Biocycle Farm Maps**.

B. Pre-Proposal Voluntary Informational Meeting

The MWMC will host a pre-proposal informational meeting at its Biosolids Management Facility (BMF), followed by a site tour of the Biocycle Farm, as outlined in Table 1. While attendance is voluntary, all prospective Proposers are strongly encouraged to participate. Interested Proposers must contact the MWMC Contract Manager to register for the session. The first portion of the meeting will be conducted online to provide general information and will be accessible via a virtual meeting invitation sent to all individuals registered on the RFP distribution list. The second portion will consist of an in-person walking tour of MU1 at the Biocycle Farm and will not be streamed live.

Table 1: Pre-Proposal Voluntary Informational Meeting

SUBJECT	MWMC Poplar Harvest Services Request for Proposal (RFP) Pre-Proposal Voluntary Informational Meeting
LOCATION	Biocycle Farm [Link to Address Location via Google Maps] 29689 Awbrey Lane Eugene, Oregon 97402
DATE & TIME	December 11, 2025 09:00AM - noon
VIRTUAL MEETING LINK	Pre-Registration Required https://us06web.zoom.us/j/84304397871

C. Instructions for Proposal Submittal

Proposers must submit their complete proposal packages to the MWMC Contract Manager by the specified due date and time. All proposals are required to be submitted electronically via email to both the MWMC Contract Manager and MWMCproposals@springfield-or.gov. Each proposal must include the Proposer Certification of Non-Discrimination, as referenced in **Exhibit B, Form 4: Public Contracting Provisions**, along with all required digital submittal components listed below.

Digital Submittal Requirements:

- **Proposal PDF** must include all completed and signed **Exhibit B Required Forms**:
 - Form 1: Vendor Information
 - Form 2: Insurance Requirements and Disclosure
 - Form 3: Biocycle Farm Site Access, Indemnity, and Release Agreement
 - Form 4: Public Contracting Provisions
- **Cost Proposal** must include the completed Excel Cost Proposal Worksheet (submitted as a separate file):

- Excel file named Cost_Proposal_Worksheets.xlsx available at: *see RFP website link within procurement portal*
- Refer to **Exhibit C: Cost Proposal Worksheet Instructions** for guidance.

D. Date/Time/Place of Opening Proposal Responses

The opening and recording of company names for all proposals received will be held virtually for the public as identified in Table 2 below.

Table 2: Virtual Proposal Response Opening

LOCATION	Springfield City Hall Development and Public Works Department Environmental Services Division Conference Room NW5 225 Fifth Street, Suite 101 Springfield, Oregon 97477
DATE & TIME	January 9, 2026 4:00PM
VIRTUAL MEETING LINK	Pre-Registration Required: https://us06web.zoom.us/join/9tNfZcVt96

E. Location for RFP Viewing

The RFP will be available electronically during the open period at the MWMC website found at: <https://mwmcpartners.org/capital-improvements/request-for-proposals/>.

F. Addenda Process

The MWMC reserves the right to make changes to the RFP, by written Addendum, prior to the deadline for submissions. Notice is hereby provided that all addenda will be posted to the MWMC website: <https://mwmcpartners.org/capital-improvements/request-for-proposals/>.

G. Clarification of the Specifications

All inquiries related to this RFP must be directed to the MWMC Contract Manager. If a Proposer identifies any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency within the RFP documents, the Proposer must immediately notify the Contract Manager and request clarification or modification. Unannounced site visits to any MWMC facility by Proposers, their partners, or consultants are strictly prohibited; all questions or requests related to site access must be coordinated through the Contract Manager.

H. Reasonable Accommodation

The MWMC will provide reasonable accommodation, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodation, promptly contact the MWMC Contract Manager.

II. AGENCY NEED FOR SERVICES

A. MWMC Partner Functions

The City of Springfield administers MWMC programs, including contract procurement and overall contract management, while the City of Eugene operates MWMC facilities, including the management of the Biocycle Farm. The MWMC itself does not have the internal staffing or resources necessary to complete the poplar harvest services within the required timeframe and therefore seeks qualified external support through this procurement.

B. General Character of the Services Needed

The MWMC seeks Contractor(s) to manage implementation of the 2026–2027 MU1S harvest, the first of six (6) Harvests over three Phases, and provide ongoing harvest services through 2036 for the remaining Harvests. Work includes:

- **Scope of Work:**
 - Logging and sales.
 - Field restoration, including slash management.
 - Replanting and establishment.
- **Project Management:**
 - Secure and coordinate all services, subcontractors, equipment, trucking, and sales receipts.
 - Provide General Contractor project management, oversight, and implementation in accordance with MWMC Specifications.
 - Coordinate onsite activities with the City of Eugene Site Manager.
 - Manage contractual obligations, documentation, and reporting, including mill sales receipts, with the City of Springfield Contract Manager.
- **MWMC Role:**
 - **Included Services:**
 - Irrigation of newly planted trees with recycled water.
 - Mowing in a crosswise pattern, leaving 3x3-foot unmowed areas around trees.
 - Pruning of trees after the first year of growth.
 - **Optional/Discretionary Services (MWMC may provide or negotiate inclusion):**
 - Pruning in the first year of growth.
 - Chemical/mechanical vegetation control around new trees.
 - Stump grinding.
 - Biochar production and spreading of hogfuel/biochar.
 - Identification of poplar wood markets and diversion of some sawlogs for independent milling.
- **Contract Requirements:**
 - Contractor(s) must perform services in alignment with staff recommendations in **Exhibit D: Poplar Harvest Recommendations Report** and adhere to the Specifications and Schedule included in this RFP.

C. Service Specifications

Proposer shall complete all scope of work in accordance with Specifications detailed as identified in **Exhibit E: Poplar Contract Specifications**.

Proposer shall complete all scope of work in accordance with Specifications detailed as identified in **Exhibit F: Contractor Phase Specifications** for:

- Summary of Contractor Specifications – Logging/Sales Phase.
- Summary of Contractor Specifications – Field Restoration Including Slash Management Phase.
- Summary of Contractor Specifications – Replanting and Establishment Phase.

D. Performance Schedule

The Biocycle Farm harvest and replanting cycle will follow a phased schedule beginning with the harvest of MU1S in 2026 and replanting in 2027. Subsequent harvest cycles include MU1N in 2028, MU2 beginning in 2029, and MU3 beginning in 2033. Each management unit requires two years to complete the full harvest and replanting cycle, resulting in a total project

duration of approximately 12 years (2026–2037). All work must be completed in accordance with the schedules and requirements detailed in **Exhibit G: Performance Schedule Tables**.

Project Scheduling Requirements:

- Follow the harvest and replanting timelines as prescribed in **Exhibit G, Table D-1: Management Unit Harvest Phase Schedule**.
- Complete all phases according to the seasonal work requirements outlined in **Exhibit G, Table D-2: Harvest Phase Seasonal Work Schedule**.

E. Inspection/Acceptance Requirements

The Contractor must comply with all applicable specifications outlined in **Exhibit F** and **Exhibit G**, as well as all timelines detailed in the Phase/Task schedule provided in **Exhibit H**. Any exceptions to the specifications or schedule must be negotiated prior to contract execution or formally agreed to in writing during contract performance. The MWMC reserves the right to inspect site conditions at any time to verify satisfactory completion of the Work, including any required repairs, material disposition, or equipment demobilization. Invoices may be submitted only upon the successful completion and MWMC acceptance of each Phase in accordance with the established inspection and acceptance requirements.

F. Scope of Work

The Contractor shall complete the harvest and replanting of the 77-acre MU1S, as well as any subsequent harvests included in the contract according to the prescribed schedule. All Phases of Work must be carried out in full compliance with the contract Specifications and timeline requirements, ensuring that each task is completed as outlined in the contract documents.

G. Anticipated Duties

- Project Management:
 - Contractor must ensure fulfillment of each Phase of Work per contract.
 - Secure, oversee, and direct any subcontractors used to fulfill the Work.
 - Ensure procurement and delivery of supplies needed to fulfill Work.
 - Coordinate activities with MWMC, including mobilization, site access, staging locations, haul trucking, and subcontractor activities.
 - Coordinate contract obligations with MWMC.
 - Document records and provide reports to MWMC after each Phase of Work per Specifications included in **Exhibit F**.
 - Coordinate with MWMC on field inspections, tours, media events, etc. related to poplar harvest.
- Field Services:
 - For Logging/Sales Phase: Conduct tree survey/inventory, remove signage, logging/stripping, log processing, slash management, log decking, chipping.
 - For Field Restoration, Including Slash Management Phase: Conduct slash processing (grinding and/or biochar production), field raking, rut repair, road repair, stump grinding, hogfuel/biochar spreading, discing, seeding of alleys, pre-emergent herbicide on tree rows.
 - For Replanting and Establishment Phase: Establish/confirm tree row alignments, procure planting stock and storage, plant whips, document planting locations by varieties, establish block markers (signage), inspect for survival/health, clear vegetation around trees via appropriate mechanical/chemical means, pruning. Re-plant trees as necessary per Specifications.

H. Performance Expectations

The Contractor shall perform all work in accordance with the highest industry standards, as required by MWMC Procurement Rule 137-047-0260. All work must meet the acceptance requirements outlined in RFP Section II, E. Additionally, the Contractor is expected to provide Good Faith Services to support the MWMC in achieving the highest and best outcomes with respect to harvest efficiencies, cost-effectiveness, and market potential.

III. PROPOSAL AND EVALUATION PROCESS

A. Schedule

Solicitation Dates and Deadlines: The RFP will open on **November 25, 2025**, and close on **January 9, 2026**. Responses, including a minimum of one PDF file and one Excel file, must be received by the MWMC Contract Manager no later than **2:00 p.m. PST on Friday, January 9, 2026**. For additional details, including important dates and deadlines, please refer to **Exhibit H: Procurement Calendar**

Protest Process: Protest procedures for the RFP or the contract award may be found in the MWMC Division 47 Procurement/Contracting Rules at Rule 137-047-0730 (solicitation protest) and 137-047-0740 (contract award).

Evaluation Process: The MWMC will consider the financial strength, bonding capability, operational experience, and overall ability of the Proposer to undertake the project. Qualified Proposers must demonstrate the financial capacity to meet project requirements, including the ability to carry a performance bond for each Phase of Work to guarantee the delivery of the services requested.

B. Selection Criteria

The MWMC will apply clear and consistent standards of evaluation to all Proposers. Evaluation will consider the following factors:

- **Minimum Qualifications:** Proposers must meet basic requirements, including:
 - Oregon contractor licensing, minimum insurance coverage, and non-discrimination compliance.
 - MWMC reserves the right, at its sole discretion, to permit limited correction of mistakes in accordance with OAR 137-047-0470.
- **Scoring Criteria:**
 - Proposer's overall experience and capabilities.
 - Completion of all three (3) Phases and all six (6) Harvests will be ranked higher than Proposers with limitations.
 - Proposed costs as submitted in the Excel Cost Proposal Worksheet.
 - Financial strength, bonding capacity, and insurance Certificates of Insurance (COIs).
- **Ability to Fulfill Contract Requirements:**
 - Proposal should describe the Contractor's services, capabilities, capacity, and any subcontracting relationships.
- **Cost Evaluation:**
 - Costs should reflect the Proposer's best understanding of expected expenses; exact costs may vary due to final scope, harvest yield, market demand, or other factors.
 - Relative pricing between Proposers will be evaluated per the Excel Cost Proposal Worksheet instructions in **Exhibit C**, with the lowest proposed costs receiving the highest score for each Phase.

This structure ensures transparency in evaluation while clearly communicating how proposals will be assessed.

C. Applicable Preferences

Contractors must be registered to do business in Oregon with the Oregon Secretary of State, have the financial capacity to be bonded for certain services, and meet the minimum insurance requirements outlined in **Exhibit B, Required Form 4: Public Contracting Provisions**.

D. Contractual Terms and Conditions

The following information outlines potential MWMC contract conditions and budget considerations:

- **Model Contract Terms:** An example of MWMC contract conditions is provided in **Exhibit I: Model Contract Standard Terms and Conditions**.
- **Budget Allocation:**
 - MWMC intends to award contract(s) at a Not-To-Exceed (NTE) value for the completion of the entire scope of Work, whether for MU1S only or all Phased Harvests.
 - Budgets for each Harvest are subject to annual approval and allocation. The initial contract is budgeted for MU1S only; subsequent Harvests will be administered via task orders and/or contract amendments as funding is approved.
- **Negotiable Contract Terms and Conditions:**
 - MWMC may independently complete certain tasks identified in this RFP based on the Contractor's capabilities and costs.
 - Proposers are encouraged to recommend strategies to improve cost-effectiveness, efficiency, or innovation for portions of the contract not yet fully defined.

E. Contract Award and Evaluation Process

Notice of Intent to Award: The MWMC award will be granted to the highest-scoring Proposer for professional services agreement. The MWMC controls its options of how the "task order" Work will be distributed moving forward based on consultant performance, expertise, availability, and cost impacts/control. Multiple contracts could be awarded based on proposals received.

Documentation to Award: Exhibit J: Award Scoring Rubric form completion for each qualifying proposal received on time and within RFP Specifications.

Availability of Award decisions: Exhibit H identifies target dates or date windows for Award. As a courtesy, the MWMC may send a notification of intent to award memo to the responding Proposers at the time of the award. The Poplar Harvest Services contract(s) awarded under this RFP process must also be approved by the MWMC governing body. Certain consultant Work will require MWMC updates and/or written approvals before proceeding with the Work.

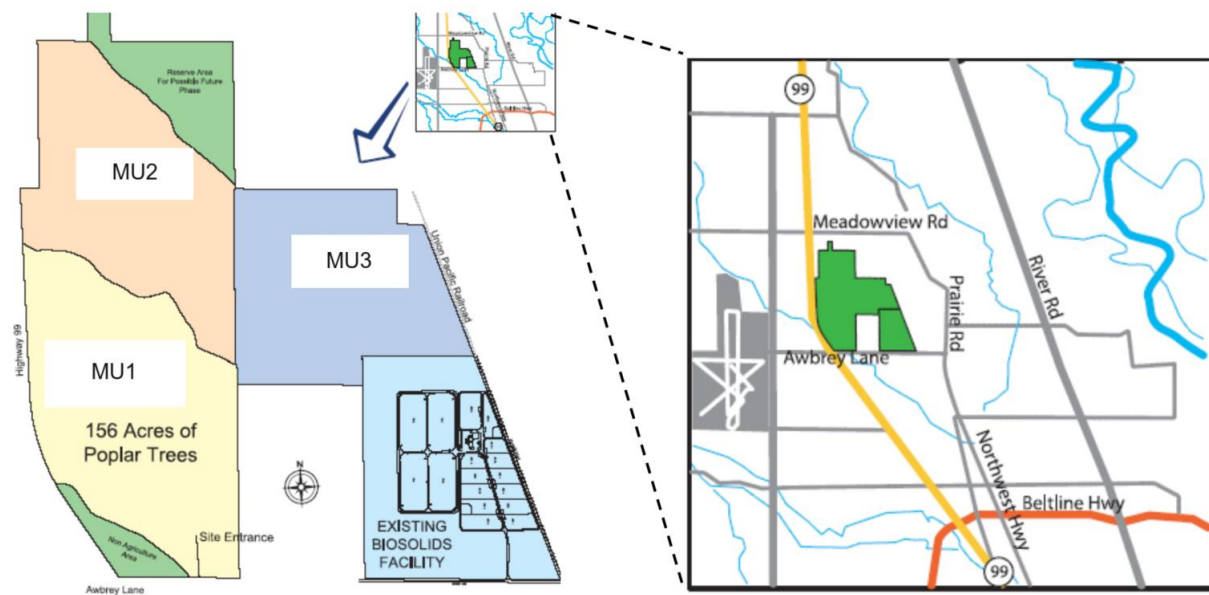
F. Rejection of Offer/Cancellation of Procurement

The MWMC reserves the right to modify the RFP schedule and selection process, delay, suspend, or cancel the procurement, or reject any or all Proposals in accordance with ORS 279B. MWMC may seek clarification of any Proposal during the evaluation process and may adjust the final scope of Work—adding or removing items as needed—to ensure the project(s) can be completed on time and within the allocated budget for each approved Work or task order.

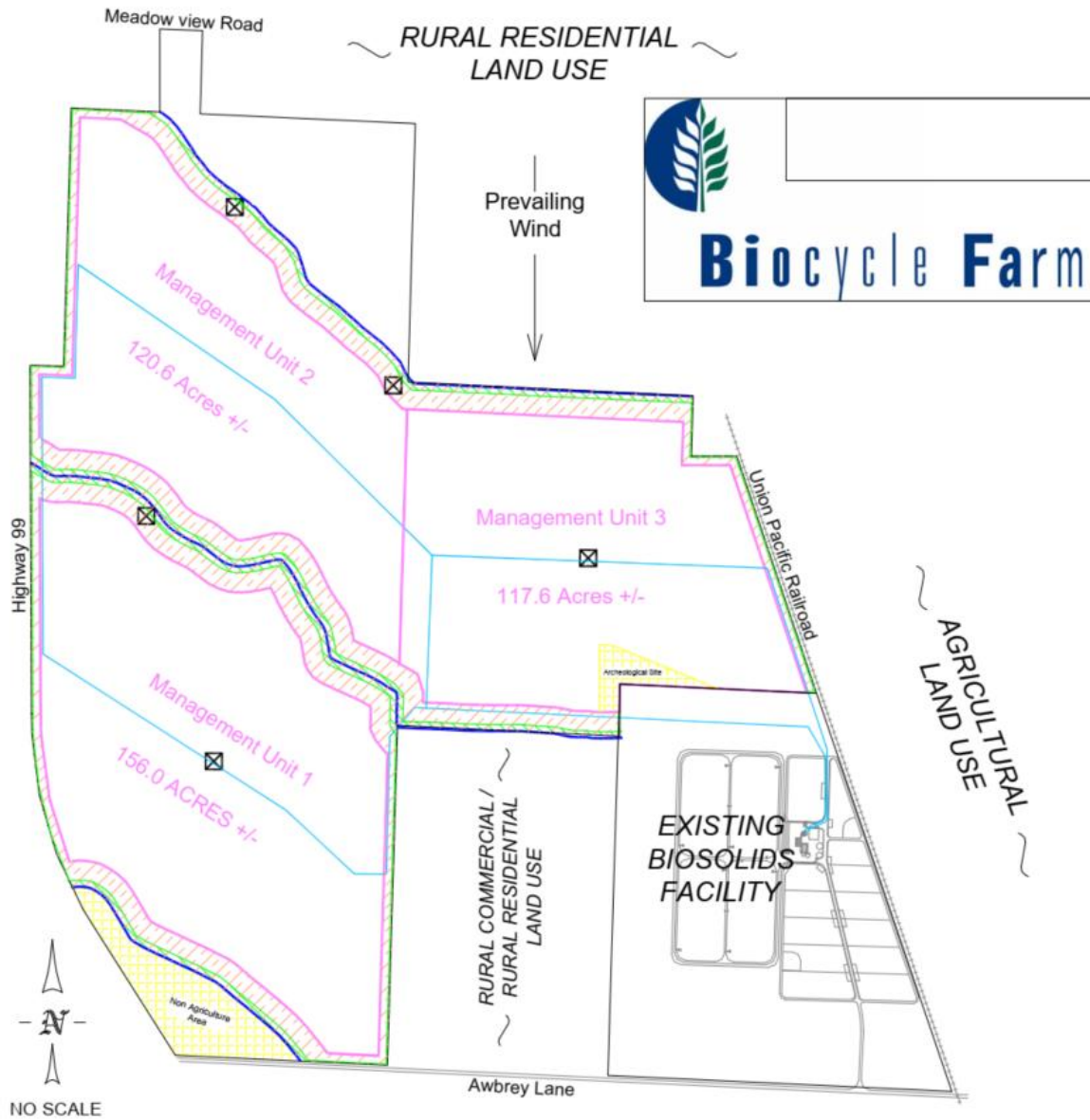
Exhibit A:

Biocycle Farm Maps

MAP 1: BMF and BIOCYCLE FARM VICINITY MAP



MAP 2: BIOCYCLE FARM LAYOUT MAP



MAP 3: MU1 PLANTING ROW ALIGNMENT MAP

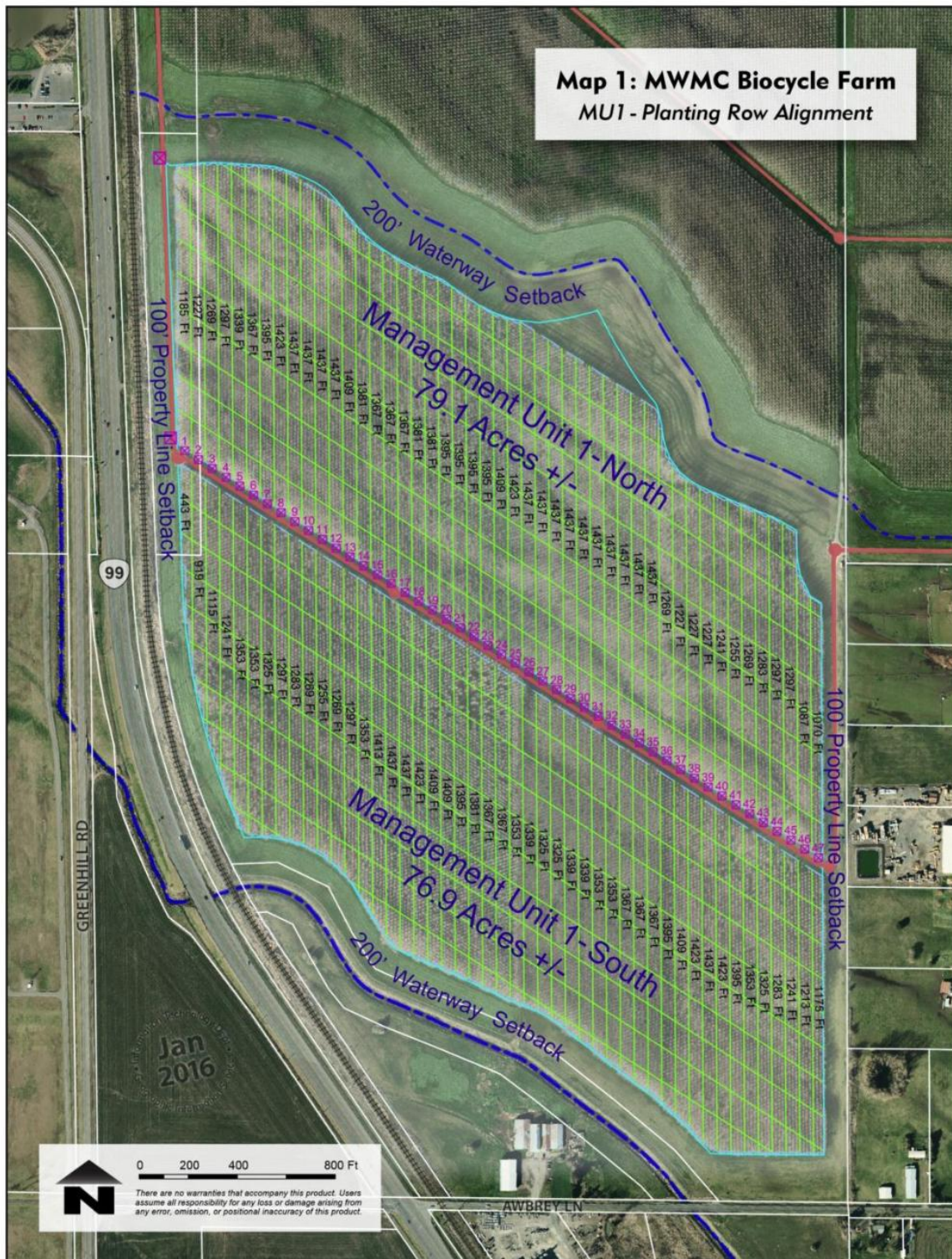


Exhibit B:

Required Forms

PROPOSER INFORMATION

PROPOSER NAME:

Contact Information

Address			
City			
State		Zip	
Proposer Rep.		Title	
Email		Office #	
Website Address		Cell #	

Signature Affidavit

I, the undersigned, have submitted a Proposal to a Request for Proposals ("RFP") to contract with the Metropolitan Wastewater Management Commission ("MWMC"). I request and authorize you to furnish to the MWMC any and all information you may have regarding my employment or my firm's employment, including but not limited to, evaluations or assessments of my/my firm's work performance and qualifications.

I request and authorize you to provide the information requested or to participate in a phone or in-person interview with a representative of the MWMC.

In consideration of your cooperation with this request, I hereby release you, and any and all other persons employed by or connected with your firm, the MWMC and/or organization from any and all liability and/or claims now or in the future arising from the furnishing of any information, including good faith expressions of opinion, to the MWMC as requested. I further agree not to sue the MWMC, you, or any and all other persons employed by or connected with your firm/the MWMC/organization as a result of the furnishing of any information, including good faith expressions of opinion, to the MWMC.

I am aware and understand that the information and good faith opinions furnished to the MWMC pursuant to this request will remain confidential with the MWMC if requested by you, and will not be disclosed to me or to any other person, except as required by law.

The individual signing on behalf of Proposer hereby accepts all terms and conditions contained in the foregoing Request and Authorization to Release Information:

Signature		Title	
Name (Printed)		Date	

INSURANCE LEVELS DISCLOSURE FORM

Each firm/business on the Proposer's team must fill out and submit a separate form with the Proposal. Complete highlighted areas as applicable and complete table with insurance coverages.

Insurance Requirements

Proposers who are unable or unwilling to meet one or more the requirements of this RFP, including required insurance, should include as part of their response, written exceptions to those requirements.

The Proposer awarded this contract shall maintain in force during the duration of the agreement the following insurance policies. However, the proposer's final contract obligations to obtain and maintain the insurance requirements identified is somewhat negotiable based on work plan proposal, performance history, and financial sovereignty. It is recommended all proposals include descriptions of all expected sub-contractors and provide their insurance levels.

a. Worker's Compensation Insurance – coverage for its employees, officers, agents or partners including employers' liability in compliance with the workers' compensation law, ORS Chapter 656, as it may be amended. If workers' compensation insurance is required by ORS Chapter 656, the contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the MWMC for the entire period during which work is performed under the contract.

b. Commercial General Liability Insurance – written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 per project in the aggregate for bodily injury, property damage, and personal injury. The Contractor shall include as additional insured's under the above commercial general liability policy or policies the Owner, City of Springfield, City of Eugene, Lane County, and all of their directors, officers, principals, agents and employees by providing the fully completed Endorsement CG2010 "Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization," or the equivalent thereof, and the fully completed Endorsement CG2037 "Additional Insured – Owners, Lessees, or Contractors – Completed Operations," or the equivalent thereof, to the above policy or policies. Such insurance shall be provided on an occurrence basis and include a "cross-liability" coverage as provided under standard ISO Forms "Separation of Insured" clause.

c. Automobile Liability Insurance – in the amount of \$3,000,000 combined single limit. Furthermore, the Contractor shall include as additional insureds for both ongoing and completed operations under the Contractor's automobile policy or policies, the Owner, City of Springfield, City of Eugene, Lane County, the Contractor and all of their directors, officers, principals, agents and employees by providing the fully completed Endorsement CA 2048, or the equivalent thereof, to the automobile policy or policies.

d. Professional Liability / Errors & Omissions Insurance – not required.

For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, "tail coverage" will be required at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail coverage" provided the retroactive date of the coverage is on or before the effective date of this contract.

e. Loggers Broad Form Property Damage Insurance – written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$1,000,000 per project in the aggregate for bodily injury, property damage, and personal injury.

f. Umbrella Liability – written on an occurrence basis with limits no less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate.

g. Primary Coverage – Insurance carried by the proposer or the proposer’s subcontractor(s) must be the primary coverage and any insurance held by the MWMC is excess and solely for damages or losses for which the MWMC is responsible.

h. Pollution Liability Insurance – The successful proposer shall at all times carry Pollution Liability type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claim made basis) and \$1,000,000 in the annual aggregate. If the policy is a “claims made” type policy, the policy type and company shall be approved by the MWMC prior to commencement of work.

i. Extended Reporting Coverage (“Tail Coverage”) – Tail coverage extends the time for filing claims under a “claims made” policy beyond the term of the policy for wrongful acts that occurred within the term of the “claims made” policy. “Claims made” policy means that any claim under the policy must be reported during the policy period.

j. Additional Insureds – The MWMC, the Cities of Springfield and Eugene and Lane County, their agents, employees and officials all while acting within their official capacity as such, must be named as additional insureds on all insurance, other than Workers' Compensation and Professional Liability/Errors and Omissions insurance, required under this Agreement. Such coverage shall be provided in a form acceptable to the MWMC.

k. Subcontractor Insurance – It is the responsibility of the Contractor to ensure all subcontractors have current and appropriate insurance coverages.

l. Insurance Certificates – The successful proposer shall provide the MWMC with certificates of insurance (COI) evidencing all policies required prior to the date of Contract execution. It is recommended the Proposer provide current COIs when submitting RFP response.

The successful proposer shall, within five (5) business days of the provision of the Certificates of Insurance, also provide copies of the specific provisions of each policy of insurance setting forth the notification requirements the insurer owes to the proposer. Thereafter, the proposer shall be required to provide to the MWMC, within twenty-four (24) hours of the proposer receiving such notice, the notice of lapse, cancellation, material reduction, or other modification provided to the proposer from its insurer.

m. MWMC’s Right of Coverage Rejection – The MWMC retains the right to reject any insurance policy or certificate of insurance held or provided by the proposer that fails to meet the required standards. The MWMC shall not unreasonably withhold its acceptance of the policies and certifications provided by the Proposer.

MWMC Poplar Harvest Services
RFP Exhibit B: Required Forms
Form 2

Per the MWMC's required insurance levels and provisions listed above for each category below:	Proposer can meet requirements (Yes/No)	If no, propose what can be provided in place of the MWMC insurance requirements.
a. Workers' Compensation Insurance		
b. Commercial General Liability Insurance - \$2M / \$3M		
c. Automobile Liability Insurance - \$3M		
d. Professional Liability/Errors and Omissions Insurance – not required		
e. Loggers Broad Form Property Damage Insurance - \$1M / 2M		
f. Umbrella Liability - \$2M / \$3M		
g. Primary Coverage		
h. Pollution Liability Insurance - \$1M		
i. Extended Reporting Coverage ("Tail Coverage")		
j. Additional Insureds		
k. Subcontractor Insurance		
l. Insurance Certificates (COI)		

ACCESS, INDEMNITY, AND RELEASE AGREEMENT

PROPOSER: _____

OWNER: Metropolitan Wastewater Management Commission

SITE: Biocycle Farm, 29686 Awbrey Lane, Eugene, OR 97402

PROJECT: POPLAR HARVEST SERVICES

In consideration of the Metropolitan Wastewater Management Commission, (MWMC), permitting the undersigned Proposer to have access to the Site – and to conduct investigations, tests and/or inspections on the Site – the Proposer hereby agrees as follows:

1. To the greatest extent permitted by law, Proposer hereby releases, and shall defend, indemnify and hold the MWMC and its respective officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, harmless against any claim or liability, including attorney's fees however incurred, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Proposer or any of Proposer's officers, employees, consultants, representatives, and/or agents, regardless of whether such claim or liability is caused in part by the negligence of MWMC or by any released and/or indemnified party.
2. Proposer shall repair any and all damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in the RFP, state, federal and/or local law.
3. Attached hereto (or to be delivered separately to the MWMC before Proposer's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of insurance set forth in the RFP.
4. This Access, Indemnity, and Release Agreement is fully effective and binding regardless of whether Proposer submits a Proposal for the subject Project, is selected as the winning Proposer, or otherwise.

POPLAR HARVEST SERVICES (2026-2037)

INDEMNITY AND RELEASE AGREEMENT (continued)

Name of Proposer: _____

Signed By: _____

Name: _____

Title: _____

Note 1: If a Corporation, this Indemnity Agreement must be signed
by either the Corporation's Chairman, President or Vice-President.

Note 2: If an LLC, this Indemnity Agreement must be signed by
an authorized Member or Manager with authority to bind the LLC.

Address: _____

Telephone: _____

Oregon Contractors License #: _____

END OF DOCUMENT

PUBLIC CONTRACTING
PROVISIONS

RESPONSIBILITY INQUIRY/ CONTRACTOR REFERENCES

A. The MWMC reserves the right, pursuant to MWMC Rule 137-047-0500 and 137-047-0600 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer's responsibility to perform the Contract. Submission of a signed Proposal shall constitute approval for the MWMC to obtain any information the MWMC deems necessary to conduct the evaluation. The MWMC shall notify the apparent successful Proposer(s), in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record; etc. Failure to promptly provide this information shall result in Proposal rejection.

B. The MWMC may postpone the award of the Contract after announcement of the apparent successful Proposer(s) in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for Proposal rejection, as required under MWMC Rule 137-047-0500.

CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature on this Proposal, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323 and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature on this Proposal, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Proposer in this matter, and to the best of my knowledge Proposer has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because a 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. [Rule 137-047-0260(2)(a)(E)]

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE

THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests, and certifies individually and on behalf of the Proposer that:

A. He/She is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this Proposal and all Addenda, if any, issued.

B. Proposer, acting through its authorized representatives, has read and understands all RFP instructions, terms, and conditions contained in this RFP document (including all listed attachments and Addenda, if any, issued);

C. The Proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) oral or written statements not contained in the RFP, or (b) any previously-issued RFPs, if any.

D. The MWMC shall not be liable for any claims or be subject to any defenses asserted by Proposer based upon, resulting from, or related to, Proposer's failure to comprehend all requirements of the RFP.

E. The MWMC shall not be liable for any expenses incurred by Proposer in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process. Proposer understands and agrees that the MWMC is not obligated as a result of the submittal of a Proposal to enter into a contract with any Proposer and that Proposer, in responding to this solicitation, does so solely at its own expense.

F. The Proposal was prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.

G. Proposer is bound by and will comply with all requirements and terms and conditions contained in this Proposal (including all listed attachments and Addenda, if any, issued);

H. Proposer will furnish the designated item(s) and/or service(s) in accordance with the RFP requirements, and will comply in all respects with the terms of the resulting contract upon award;

I. Proposer represents and warrants that Proposer has the power and authority to enter into and perform the contract and that the Contractor, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and

J. All affirmations and certifications contained in this Proposer Certification are true and correct.

Signature of Authorized Representative		Title	
Name of Proposing Firm		Date	

Exhibit C:

Cost Proposal Worksheet Instructions

Cost Proposal Instructions

Proposals will be evaluated on Proposer's proposed cost to complete the three phases of MU1S harvest activities. The projected costs of completing all six harvests through 2037 will be based on the prorated costs per acre for each of the three Phase cost estimates for MU1S. Proposers may opt to propose on any or all Phases of work, and may omit tasks under each phase for which the Proposer is unable to provide (either through lack of expertise, capability, or knowledge to satisfactorily subcontract the task for completion). For omitted phases/tasks, the Proposer shall enter zero ("0") or leave blank. Any blank cells shall be deemed by the MWMC as omitted tasks.

Evaluation of Cost Proposals among Proposers shall be based on comparing costs for completing each of the three Phases of MU1S. Proposers will be scored highest for the lowest costs proposed in each Phase, as follows:

- MU1S Logging Phase: ranked lowest to highest cost proposed
- MU1S Restoration Phase: ranked lowest to highest cost proposed
- MU1S Replanting Phase: ranked lowest to highest cost proposed

The MWMC shall take into further consideration for cost evaluation the value of Proposers who:

- Can complete all Phases.
- Can complete all Harvests.

The MWMC recognizes that final negotiated and invoiced costs may vary based on:

- Final agreed upon scope of work, specifications, approach, and acceptance metrics.
- Final yields of poplar biomass harvested, processed, and sold.

Furthermore, the MWMC recognizes that costs may be impacted by conditions, experience, and efficiencies from Harvest-to-Harvest, and that future harvest costs based on the MU1S cost proposal is for estimation of total contract value and annual budgeting requirements only. The MWMC shall confirm harvest costs for each successive harvest with the successful Proposer prior to each harvest. However, costs shall be based on this Cost Proposal and any rationale or factors for deviation from the original Cost Proposal shall be documented and agreed to by the MWMC.

Completing the Cost Proposal Worksheet:

Download the MWMC's Excel file with the RFP package. If you need any assistance, contact the Contract Manager listed on the cover page of the RFP.

Follow the instructions on tab 1 of the worksheet. Only two columns of data are editable: the Units column and the Cost per Unit column. Proposers must enter values in the Cost per Unit column. The Units are set to default values of one of the following units:

- **Unit** (the entirety of MU1S, with a unit count of "1")
- **Acre** (pre-set to the acreage of MU1S)
- **Tree** (pre-set to the number of trees of MU1S at 222 trees per acre; 10% is added to the tree count for the number of whips needed for planting stock).
- **BDT** (bone dry tons, pre-set based on MWMC's projected typical yield of either poplar pulpwood or slash/hogfuel material). Note that fresh harvested poplar has a moisture content of approximately 50%, and a 2-to-1 ratio of green tons to BDT is a reasonable estimation. Furthermore, based on past trials, the MWMC estimates that 1 BDT of logs yield 1 thousand board feet (1 MBF) of saw boards.

MWMC Poplar Harvest Services
RFP Exhibit C: Cost Proposal Worksheet Instructions

Proposers may opt to change the Units from the pulldown menu in the worksheet. For example, if a Proposer determines that Tree is a better Unit than Acre for the Task cost estimate, the Unit can be changed to Tree and the number of units will automatically correct to tree count rather than total acres. Additionally, if Proposers determine that a fixed cost for the entire Harvest is a better way to estimate the cost, the units can be changed to Unit.

After completion of entering all costs per unit for all Tasks proposed to be completed, the remaining values in the worksheet auto-calculate.

The second tab of the worksheet is not editable, but auto-calculates the cost to complete the entire six Harvests based on MU1S costs.

Exhibit D:

Biocycle Farm 2024

Harvest Recommendations Report

Poplar Harvest Management Preliminary Recommendations Report

February 2024 (revised November 2025)

Prepared by Todd Miller, MWMC Deputy Director
(Poplar Harvest Management Services Project Manager 2013-2024)

Executive Summary

This preliminary recommendations report presents the MWMC operations team at the City of Eugene with a proposed schedule and best management practices for routine harvest and replanting of the Biocycle Farm. The MWMC's capital program team at City of Springfield will continue to compile a record of the efforts and outcomes resulting from oversight of all harvest, marketing, and replanting activities from 2013-2024. Recommendations for further documentation, evaluation, and next steps are presented.

The strategies herein are summarized as follows:

- Harvest Rotation
 - Break management units (MUs) into six smaller rotational units by separating existing MU1, MU2, and MU3 into north and south units each, divided by the farm road and irrigation risers.
 - Adopt a biennial harvest and replanting schedule starting with the harvest of MU1-South (MU1-S) in 2026, followed by its replanting in 2027.
 - This will eventually level out to regular harvests at year 11, providing one year of slippage (to age 12) if needed, or one year of acceleration (age 10) if beneficial.
 - Upon establishment of regular two-year harvest and replantings, source poplar whips from pruned branches from 2-year old growth from the previous planting unit.
- Harvest, Post-Harvest, and Planting Needs
 - Separate contractor tasks into harvest, field preparation, and replanting scopes of work under separate procurements and contracts.
 - Task harvest contractor with sales of poplar product – typically wood pulp, and expect no market value for hog fuel.
 - Destroy stumps in place after harvest by grinding to surface or subsurface level and interplant next rotation between stump locations.
 - Manage hog fuel as tree row mulch during field preparation scope of work.

The capital program team will continue to explore market opportunities for Biocycle Farm poplar, as well as opportunities for higher/best use of logging slash or hog fuel residuals, such as compost or biochar. Depending on long term market realities/reliabilities, if no solid wood (saw log or peeler log) market is feasible, the MWMC should consider coppice growth off existing stumps after harvest for generation of biomass only.

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Purpose

This report provides a preliminary set of recommendations for ongoing management of poplar harvests based on the experiences from the initial harvests and replantings of the MWMC's Biocycle Farm – specifically the three designated management units (MUs) MU1, MU2, and MU3 – from 2013-2024. This 12-year period represents a “startup and commissioning” era of the initial establishment of the MUs to learn best practices based on experienced market and environmental conditions.

A full compilation of information of all project phases, implementations, data, results, observations, pilot studies, and analyses and recommendations is a work in progress and will be presented as an online “encyclopedia” of data, resources, and information gathered from the commissioning era. The recommendations herein are not expected to change as a result of the encyclopedia compilation, but rather be supported and augmented by the information. The Biocycle Farm Encyclopedia will provide information that provides more detail on recommended practices, resources, and considerations for adaptive management of the Biocycle Farm.

I. Recommended Harvest Rotation Scheme

Recommendation 1: Transition to a six-unit management scheme.

Starting with the next harvest, the MWMC should transition away from harvesting entire units (MU1, MU2, and MU3) in a single season and instead transition to six units (splitting each existing unit into north and south halves as delineated by the access roads).

Figure 1 presents the recommended six-management-unit layout. The recommended units are MU1-S, MU1-N, MU2-S, MU2-N, MU3-S, and MU3-N (for north and south halves, respectively).

This reduces the acreage treated by half over the past practices, making management much more feasible. Numerous challenges were encountered with historical harvest and replanting events due to contractor capacity, market capacity, and seasonal weather variations either postponing or curtailing field work. Half units allow for sufficient time to ensure contractors are secured and available, harvests are completed in timely fashion to provide the necessary harvest cleanup and field prep needed to ensure ideal replanting conditions, and there is scheduling flexibility to work around saturated field conditions, hot weather fire hazards, and other extremes. Similarly, half unit acreages provide similar feasibility benefits during replanting, ensuring that adequate planting stock can be collected during the dormant winter season and subsequently planted after freezing weather and before spring rains dry up.

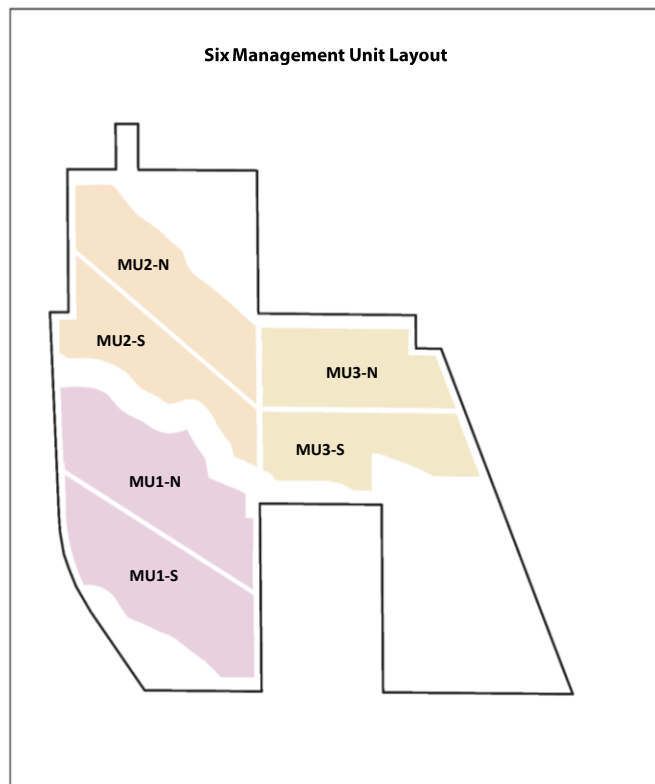
Recommendation 2: Transition to an alternating year cycle of harvest and replanting.

An additional benefit of the six MU approach is to adopt an alternating year schedule of harvest-plant such that every year either a harvest rotation is occurring, or, in alternating years, a planting rotation is occurring. This provides several benefits, including regularity in workforce needs and in harvest material going to market. Additionally, the MWMC can self-source poplar whip cuttings from pruned branches off two-year-old growths from the previous planting unit. Trees should be pruned at that point and therefore the cost to collect the whips is largely embodied in the pruning task.

Ultimately, the six-unit rotation schedule equals a 12-year cycle from initial harvest to final replanting (six units with a year of harvest followed by a year of replanting). At the end of the rotation, trees will

be 11 years old (in 12th season of growth). If unavoidable interruptions to a harvest year should occur, the harvest could be deferred to the following year and maintain the 12-year-old age limit on agricultural poplar.

Figure 1: Recommended Six MU Layout



Recommendation 3: Adopt six-unit, alternating year harvest schedule starting 2026.

Several alternatives to adopt the six-unit rotation were evaluated and the schedule below is recommended for adoption, with the first harvest in 2026. Due to the unequal staggering of existing MU plantings, the initial years require harvesting trees at varying ages until the replanting schedule generates the regular age-class rotation. Additionally, unless harvest starts in 2025, there will need to be at least one year in which both a unit of harvest and a unit of replanting are occurring. These activities do not necessarily need to overlap, as planting can be completed in spring prior to harvest activities. A schedule starting in 2025 is ruled out because (a) Eugene Operations would need to be prepared to contract for and oversee harvest this upcoming fiscal year, and (b) the MU1 trees will only be 9 years old in 2025, reducing their yield and market value.

Tables 1, 2, and 3 provide the recommended schedule based on MU, Year, and Activity (same set of data presented in different layouts). Table 4 presents the recommended annual activities corresponding with harvest and replanting. These activities are further described in the following sections.

Table 1: Recommended Alternative for Optimized Harvest Schedule

Cycle	Re-Planting Date	Harvest Date	Unit Age	Unit	Acres
First Cycle	2016	2026	10	MU1S	76.9
	2016	2028	12	MU1N	79.1
	2019	2030	11	MU2S	56.4
	2019	2031	12	MU2N	65.6
	2023	2033	10	MU3S	56.8
	2023	2035	12	MU3N	59.5
Second Cycle	2027	2037	10	MU1S	76.9
	2029	2039	10	MU1N	79.1
	2031	2041	10	MU2S	56.4
	2032	2043	11	MU2N	65.6
	2034	2045	11	MU3S	56.8
	2036	2047	11	MU3N	59.5
Third Cycle	2038	2049	11	MU1S	76.9
	2040	2051	11	MU1N	79.1
	2042	2053	11	MU2S	56.4
	2044	2055	11	MU2N	65.6
	2046	2057	11	MU3S	56.8
	2048	2059	11	MU3N	59.5

The recommended schedule strives to balance the following objectives:

1. Proceeding through each successive Harvest from a south to north order in each MU successively from MU1 to MU3.
2. Attaining a sustained long-term biannual Harvest schedule at Age 11 by 2043. As shown in Table 1, this steady-state schedule is not attained until the third full cycle of MU1-MU3 harvesting.
3. Bridging the near-term Harvests at Years 10 and 12 to optimize yields while staggering the replanting schedule.
4. Ensuring an alternating biannual schedule of tree harvesting in the first year followed by replanting in the second year and repeating through all South/North Units.
5. Isolating to MU2 a single year in the schedule where both MU2S is in a replanting year and MU2N is in a tree harvesting year.

This schedule eventually balances out in the long term to a steady-state 11-year age harvest biannually starting in 2043. However, the biannual harvest schedule commences immediately in 2026 (with exception of the 2030-2031 harvests as referenced in (5) above.

Note that MU2 reflects an establishment date of 2019. That MU was initially replanted in 2018 but due to multiple setbacks that year, cuttings did not get placed in the ground until summer. Most of the cuttings either did not grow significantly that year and were stunted from lack of an established root

system, impacted by heavy vole browse due to thick grass regrowth, and/or needed to be replaced with new cuttings entirely in 2019. Therefore, 2019 represents the more accurate year of establishment.

Table 2: Recommended Harvest and Replanting Schedule by MU (First Cycle)

MU	Acres	Harvest Year	Replant Year	Cutting Collection Year	Replanting Stock Source*
MU1S	76.9	2026	2027	2029	nursery
MU1N	79.1	2028	2029	2031	MU1S
MU2S	56.4	2030	2031	2032**	MU1N
MU2N	65.6	2031	2032	2034	MU2S**
MU3S	56.8	2033	2034	2036	MU2N
MU3N	59.5	2035	2036	2038	MU3S

* Note 2-1: This assumes that the 2-year old pruning whip cuttings as demonstrated during MU1 re-establishment is effective and appropriate based on cutting dimensions and pruning needs of young trees.

** Note 2-2: To self-source whips for MU2N replanting in 2032, MU2S would need to be pruned after Year 1 in 2032, which may be insufficient for whip dimensions. If so, pruning of MU2S could be deferred to Year 2 and nursery stock could be acquired for replanting MU2N.

Table 3: Recommended Schedule for MU Activity by Year (First Cycle)

Year	Harvest Unit	Harvested Acres	Replant Unit	Replanted Acres	Pruning Unit	Pruned Acres
2026	MU1S	76.9			MU3S / MU3N *	116.3
2027			MU1S	76.9		
2028	MU1N	79.1				
2029			MU1N	79.1	MU1S	76.9
2030	MU2S	56.4				
2031	MU2N	65.6	MU2S	56.4	MU1N	79.1
2032			MU2N	65.6	MU2S**	56.4
2033	MU3S	56.8				
2034			MU3S	56.8	MU2N	65.6
2035	MU3N	59.5				
2036			MU3N	59.5	MU3S	56.8
End of First Cycle						
2037	MU1S	76.9				
2038			MU1S	76.9	MU3N	59.5

* Note 3-1: MU3 is noted here to ensure that any maintenance pruning is not overlooked on this unit. Due to age and cold storage need, this stock is likely unsuitable for whip sourcing.

** Note 3-2: Pruning of MU2S could be deferred to 2033; see Note 2-2 above.

Table 4: Recommended Annual Schedule of Seasonal Activities

Season	Month	Harvest Activity	Planting Activity	Maintenance Activity
Winter	December	Budgeting*	Budgeting*	Budgeting*
	January		Cutting collection (nursery or site cutting stock)	2nd year pruning and whip cutting collection.
	February	Logging/restoration services contract(s) secured.	Planting/tree care services contract(s) secured	
Spring	March	Confirm logging, slash management, and marketing logistics.	Planting	
	April			Survey for disease, pests, stress.
	May	Harvest/sales; onsite milling or log diversion.	Weed/vegetation control/management, tree survival assessment.	Mitigate stress problems.
Summer	June			Irrigation/biosolids app, pruning, mowing/weed control.
	July			
	August	Slash cleanup/processing, stump grinding.		
Fall	September	Field restoration, pre-emergent herbicide treatment.	Infill replacement plantings as needed.	
	October	Mulch rows, seed alleys.	1st year singling and pruning of ground level branches	
	November	Resurvey rows/tree points for replanting.		

* Budgeting involves both forecasting need for spring adoption of next fiscal year budgets and securing of any authorities needed for winter contracting to secure annual services.

II. Harvest Needs

Timing of Harvest.

Trees need to be harvested at no more than 12 years of age (12 years after planting). Any time within the 12th year of age is deemed acceptable (i.e., before trees turn 13 years old). The statutes are not tested in this regard, but other agencies have needed to extend harvests past year 12 due to extenuating circumstances. The recommended harvest schedule includes initial harvests of 10 to 12 years, eventually settling on a consistent 11-year-old harvest age. Harvest should be scheduled as early in the season as possible – typically starting June if soils are firm enough for heavy equipment. An early start allows adequate time to ensure complete harvest while avoiding late summer issues that can come with wildfire season and unseasonably hot conditions. Early harvest completion also allows for adequate post-harvest cleanup and field prep activities prior to the fall rainy season.

Tree Felling and Processing.

Trees need to be felled, with stumps cut flush (or close) to ground, and processed by stripping limbs, then bucked into lengths suitable for trucking and market demands. This is typically done in one process with a harvesting head that grasps the tree trunk, cuts it at its base, runs it through the stripping mechanism, and then cuts the trunk into uniform log lengths.

Log Decking and Loading.

Cut logs are typically yarded to a staging area where logs are readied for loading onto trucks. If market or processing considerations demand it, logs may be chipped onsite either into chip piles for later loading, or directly into hopper trucks. The harvest contractor will sell material to markets as appropriate. See Section 7 on Harvest and Market Strategy for more recommendations.

Slash Management.

Field debris should be maintained to a minimum and all slash piled into uniformly distributed piles throughout the unit or, if feasible, staged in a dedicated area. Slash should be managed per recommendations of the Section 5 Post-Harvest Needs.

III. Post-Harvest Needs

Slash Cleanup.

As recommended below, it may be most effective to procure separate contractors to perform harvest and post-harvest activities. While the harvest contractor will create piles of harvest slash, the post-harvest contractor will most likely need to rake the site and do the final slash cleanup. Slash management techniques are recommended below in Section 8 – Residuals Management.

Stump Management.

Of the three stump management strategies tried, the recommended practice is keep in place and grind flush or below surface level and mow sucker growths the following season, interplanting between stumps. Stump removal and complete auger grinding to destroy the stump were expensive, time consuming, problematic, and required extra field grading to level. Cutting stumps flush and treating with herbicide was also expensive and problematic/infeasible, and many sucker shoots still emerged from root systems and incompletely killed stumps. Retaining stumps as nurseries for new poplar cuttings also presented more challenges and costs than is worthwhile. With proper Brown Bear attachments, BMF staff or contractors can grind the stumps in a post-harvest field mastication phase.

Tilling/Mastication.

After post-harvest field cleanup, the unit should be run through with tilling or mastication equipment to destroy remnant wood debris, level holes and ruts, and break up roots. As noted above, stumps should be ground to surface or below in this phase.

Soil Amendment.

Soil pH should be tested prior to planting to determine if pH balancing is needed to reduce acidity. Liming is not recommended, if avoidable, due to the expense and carbon footprint of lime production

and importing (Oregon has no geological sources of lime). Amending with biochar can provide the same soil buffering benefits of lime while sequestering carbon and enhancing nutrient and pollutant management. Biochar can be produced during the harvest phase from logging slash; alternatively, regional sources of biochar may be available if cost effective.

Pre-Emergent Herbicide.

A pre-emergent herbicide applied in the late summer or early fall before the wet season will greatly reduce the weed growth in the spring when new poplar trees need to be established. A pre-emergent herbicide application was not feasible in the 2013-2024 harvest/planting phases due to seasonal issues with wet conditions, large acreages to manage, and other conflicts. The six-unit rotation with smaller units provides a feasible schedule to ensure post-harvest field conditions are herbicide-ready prior to the wet season. A pre-emergent herbicide also reduces or eliminates the need for a spring or summer herbicide application when new poplars are growing out and getting established.

Tree Row Mulching.

It may be feasible to use hog fuel generated from harvest slash as mulch for tree rows to reduce weed growth and provide soil enhancement benefits. However, in previous harvests, no cost-effective and conducive method spreading hog fuel uniformly on tree rows was identified. If logging slash is not diverted to biochar production or for hog fuel markets, then this option should be explored. With the timing afforded by the six-unit rotation schedule, there should be time between the harvest and wet season to process slash into hog fuel directly into manure spreaders or other appropriate equipment to immediately land apply on tree rows, avoiding the issues of multiple handling of hog fuel piles and the combustion risks associated with them. Mulch should be 3-4 inches thick to be effective in weed suppression. Wood chip decomposition drives nitrogen consumption, which is an asset for biosolids management but needs to be recognized for establishing healthy poplar trees. Nitrogen utilization rates should be calculated based on biomass and adjustments made to biosolids application rates to compensate for the additional nitrogen uptake on the young tree beds.

Grass Alley Establishment.

To ensure better field conditions, it is recommended to follow the practice of seeding grass alleyways in the fall following field cleanup and pre-emergent herbicide application.

IV. Planting Needs

Poplar Varietals.

OP367 is currently the poplar varietal of choice for the Biocycle Farm and is readily available from the few nurseries in the Pacific Northwest as well as able to be sourced from existing Biocycle Farm trees. OP367 is selected for the reasons cited in the FEMA report after the 2016 ice storm – this varietal has performed well at the Biocycle Farm site, has a better record of disease and pest resistance than many other varietals, and generally grows big and straight, providing a better market potential. The drawbacks of OP367 include its tendency to grow thick, bushy branches and fuller canopies, requiring extra pruning effort and harvest processing effort. On the other hand, the numerous branches requiring pruning after initial establishment make OP367 an ideal source tree for whip cuttings for the next planting rotation. The oldest OP367s may be more at risk to ice storm damage due to their robust

branches collecting more weight. Best practices warrant interspersing blocks of different varieties to hedge against mass impacts from environmental impacts being experienced across the Biocycle Farm.

Poplar Sourcing.

Considerations in sourcing poplar starts include size (cutting lengths or whip lengths) and sourcing externally from nurseries or internally from cuttings collected onsite.

Dimensions: Whips vs Cuttings. Whips are the recommended planting size. Whips are 6 to 8 feet long single stalks of poplar no greater than 1" at the large end. The benefit of whips is that the trees have a head start on growth above surrounding grass and weeds and will grow ample branches over the first two years of growth to produce stock for the next planting. Alternatively, if whips are not feasible, cuttings measuring 22" are more ideal than shorter cuttings and need to have a minimum diameter of 3/8" and no more than 1". Shorter cuttings are not inserted as deeply in the ground and generate shallower root systems, making them more prone to topple and less able to tap soil moisture during non-irrigated periods. A more complete list of specifications and dimensions will be presented in the Biocycle Farm Encyclopedia.

External Sourcing. The number of Pacific Northwest nurseries is limited and may be reducing. Some poplar nurseries that existed when the Biocycle Farm was established are no longer in business or no longer providing poplar. There have been at least two respondents to each procurement on previous replantings. This suggests that while poplar may be available from an external nursery, there is a risk that no nursery stock may be available during future plantings. It is recommended that an annual list of active nurseries available for sourcing poplar be maintained so that proper advance planning and orders can be made.

Internal Sourcing. Onsite propagation could be a sustainable, cost-effective means of sourcing poplar cuttings (whips). Under the six-unit rotation schedule, virtually two-year-old trees will be established, in need of pruning, and have branches that should produce moderately sized, straight whips for replanting. However, if the 2026 harvest date is adopted, the replanting date will be 2027, and the youngest trees available for onsite sourcing will be the MU3 trees planted in 2023 and 2024 and having 3 to 4 years of growth.

Pros/Cons. Internally sourced cuttings need to be collected during the winter dormant season no later than mid-February. A pruning regime prior to cutting collection needs to account for the need for winter pruning. To be cost effective, the winter pruning and cutting collection should offset a growing season round of pruning (typically done towards the end of the growing season). Any pruned material not suitable for planting stock will need to be discarded on the ground for later mowing or otherwise disposed of. Onsite sourced cuttings will need to be properly packed and put in freezer storage until ready for planting. The latest whip pricing, including cooler storage, is \$4 per whip. Evaluation of the costs and feasibility to complete winter pruning versus nursery sourcing is needed in the year prior to planting.

Proprietary/Other Varietals. OP367 is the predominant stock in the MU1, MU2, and MU3 replantings. MU2 contains approximately one-third of proprietary stock sourced from GreenWood Resources. The GWR varieties agreement disallows collection of those cuttings for propagation, but an exception made be made for onsite use. Regardless, the GWR varieties will be too old for sourcing cuttings.

Planting Protocols.

The recommended protocol for replanting is to establish new tree points between stumps from previous harvest. With proper field preparation, stumps will be buried/indistinguishable and tree rows and placement will need to be verified through survey/GPS tools. See Exhibit C from the MU1 Replanting RFP for general guidelines. Planting should include the following steps:

1. Survey/GPS tree rows and planting positions. Planting points can be confirmed by planting crews with precise GPS technology or survey benchmarks and verification tools to ensure north-south orientation with proper 14-foot spacing between trees and tree rows.
2. Clear the ground at each planting point, including grubbing out of any intrusive weeds within a 3 feet radius of the planting point.
3. Insert a dibble tool approximately $\frac{3}{4}$ -inch diameter to a depth of approximately 18 inches, depending on soil resistance. Using a 22-inch cutting requires insertion of the cutting to 21 inches (accounting for tamped soil and mulch, if used).
4. Insert the planting whip or cutting, oriented bud tips up, to the full depth of the dibble hole. Ensure whip is straight or that cutting is no more than 1-inch above surface and has at least one healthy exposed bud, and that the cutting is not damaged, split, or broken.
5. Tamp soil firmly around the cutting to ensure that the cutting is not loose in the hole and that it will not dry out from air exposure.
6. If feasible, ensure a thick mulch ring around each tree, preferably to 3-foot radius, is emplaced and/or a weed suppression fabric is placed at each tree. Ideally, tree rows will be mulched with hog fuel the previous fall and adequate material is available to readily place around the tree.

Vegetation Management.

Vegetation management can be provided by planting contractor, separate contractor, internal staff, or combinations thereof. Mowing and reduction of weeds and grass competition is critical to robust poplar tree establishment. Encroaching weeds/grass will compete for water and nutrients with the trees, shade out small trees or starts, and create habitat and a vector for voles, insects, disease, and trapped moisture.

V. Harvest and Market Strategy

Strategic solicitation and procurement of harvest contractors is essential. Based on limited past responses to harvest solicitations, include a zero-response situation, streamlining the work detail to make it as conducive as possible for BMF operations and logging contractors is essential. The most cost-effective and time-efficient logging was conducted by a logging contractor who was not responsible for all the ancillary logging slash processing and field cleanup. Too broad of a procurement (ranging from logging to field restoration) vastly limits the competition and availability of contractors to do the work. Furthermore, attempting to package the harvest needs into one contract reduces the alternatives the MWMC could have for biomass processing and other outcomes. Therefore, it is best to split these tasks into distinctly different scopes of work: (1) logging, (2) biomass processing, and (3) field restoration/preparation.

- 1) Logging Scope: felling/processing of trees, yarding/decking logs, piling slash, selling logs to market.

- 2) Biomass Processing Scope: processing of logging slash into hog fuel or biochar, and stockpiling or sale of hog fuel or biochar.
- 3) Field Restoration Scope: stump grinding/field mastication, field raking/leveling, soil acidity buffering (e.g. liming or biochar application - optional), pre-emergent herbicide application, grass alleyway seeding, tree row hog fuel mulching (optional).

Budgeting.

The costs of services vary widely based on harvest-to-harvest volatility and inflation. A more comprehensive evaluation of harvest costs based on elements of each prior harvest contract will be presented in the Biocycle Farm Encyclopedia. Additionally, any sales revenue must be accounted for separately and the value of the contract must be based on the costs prior to revenues – even if the revenue balances or exceeds the costs of harvest. This is important for ensuring appropriate project budgeting and proper procurement pathways and authorizations.

Table 5 presents the approximate costs were incurred for harvest and planting tasks over the entire three-unit project cycle 2013-2024. Revenues were credited towards harvest costs and are added here to account for full contract costs of harvests. Based on these expenses, not accounting for inflation, Table 6 presents the approximate harvest and replanting cost of each of the six MUs. A full accounting and analysis of costs, with inflation indexes and other forecasts, will be presented in the Biocycle Farm Encyclopedia.

Table 5: Harvest Management Costs 2013-2024

Expense	Totals	Per Acre Avg
Harvest Costs	\$906,000	\$2,298
Harvest Sales	\$936,000	\$2,374
<i>Total Harvest Cost</i>	<i>\$1,842,000</i>	<i>\$4,672</i>
Replanting Costs	\$602,000	\$1,527
Total All Units	\$2,444,000	\$6,198

Note: Total harvest cost includes the billed harvest costs plus the harvest sales revenues credited on the invoices.

Table 6: Approximate Cost Per Unit (Unadjusted Averages)

MU	Acres	Harvest Cost	Planting Cost	Total Cost
MU1N	79.1	\$369,555	\$120,786	\$490,262
MU1S	76.9	\$359,277	\$117,426	\$476,626
MU2N	65.6	\$306,483	\$100,171	\$406,589
MU2S	56.4	\$263,501	\$86,123	\$349,567
MU3N	59.5	\$277,984	\$90,857	\$368,781
MU3S	56.8	\$265,370	\$86,734	\$352,046

In 2024, the ORS Procurement Rules updated Intermediate procurement to allow contracts up to \$250,000 with request for quotes – this is highly advantageous as previous experiences with Invitation to Bid and Request for Proposals solicitations proved too onerous for, or precluded opportunities with, potentially competitive contractors. A scope of work may not be split into smaller scopes purely for circumventing the procurement thresholds. However, pending legal review/approval, the poplar harvest needs have three distinct service needs, skill sets, and accompanying qualifications and insurance thresholds that should qualify each for an independent Request for Quotes, with a maximum contract of \$250,000. For example, the logging scope may warrant broad form loggers insurance, performance and payment bonds, and other requirements that are not applicable to the other scopes. Furthermore, the field restoration scope may be accomplished in full or part by internal staff and/or small service agreements (e.g. field liming or herbicide application).

Contracting.

Solicitations, authorizations, and contract execution should be scheduled and completed well in advance of the service need (at least one month). Delays in this process can cut into seasonal work periods and complicate the critical path of project completion. Opportunities to streamline this process include:

- a. Identify short list(s) of qualified contractors (e.g., via Request for Qualifications) who can handle the scope of work, contract specifications, insurance requirements, and any bonding, wage, or other applicable stipulations of the agreement. Refresh annually and alert identified contractors of schedule of services needed in the upcoming year.
- b. Prepare standard/template scopes of work and specifications, contracts, and solicitation materials for each service/phase of work and schedule the release date to obtain quotes (preferable) or (if necessary) ITB/RFP.
- c. Schedule all activities for the year, including contracted services and internal operational needs (e.g. biosolids application) and require adherence to the schedule (with reasonable leeway for slippage).

Marketing of Logs.

MWMC planning team members will continue to seek opportunities and markets for Biocycle Poplar. Meanwhile, expect that the likely market is solely as pulpwood and that the logging contractor is responsible for securing the best feasible market for the pulpwood (logs and/or chips). Markets are too volatile and unpredictable to forecast – in any given year, changes in national economies, number of regional mills and pulp users in operation, and supply/demand issues make any forecast unreliable. The logging contractors will know the best markets based on their logistics and going market rates. The best market rates in past harvests have been for veneer and newsprint – both of those markets have since closed or been constrained.

VI. Residuals Management

Disposition of Slash.

Logging slash and related debris have had very limited marketability. Slash can be ground into hog fuel for either offsite sales (if rare market conditions make lucrative) or for use onsite. The highest/best use of onsite hog fuel is for tree row mulching, if economically feasible (and coordinated with field

prep and conducive weather). Alternatively, if biochar production can be scaled up and has favorable cost-benefit outcomes, slash can be fed directly into burners for biochar production and avoid the costs of hog fuel processing, stockpiling, and handling. A full agronomic/economic analysis of these alternatives will be studied in the Biocycle Farm Encyclopaedia.

Onsite Use of Biomass Residuals.

Unless external markets for hog fuel or biochar are more attractive, the biomass residuals can be put to beneficial use on site.

Hog Fuel Production. Hog fuel mulching of tree rows (at least 3-4 inches deep in a row 6-feet wide) will help reduce weed growth and the amount of herbicide and labor needed to control vegetation (labor may include weed whacking, mowing, and spot application of herbicide). The decaying wood returns carbon to the soil (but does not sequester carbon in the long-term) and drives nitrogen demand from microbial processes. The increased nitrogen demand can increase the amount of biosolids agronomic rate application. A lower biosolids application rate is currently required on trees under 4 years old. This practice may allow for a more uniform biosolids application rate and overall tree farm capacity.

Biochar Production. Biochar tilling into tree rows. Biochar has numerous potential benefits, including precluding the need for field liming to buffer the soil acidity. Liming has a significant cost and carbon footprint and should be avoided if possible. Amending the soil with biochar also sequesters carbon (for 100s+ years), enhances water utilization (requiring less frequent/urgent irrigation in drought), and enhances overall nutrient availability and pollutant reduction capacity. Together, these benefits should result in larger trees with more biomass and market value at harvest.

Class A Biosolids Composting. Both hog fuel and biochar could be assets for an enhanced, Class A biosolids product. Further study and evaluation of this practice is needed.

VII. Tree Growth Management

Adaptive management considerations should be made each harvest cycle to determine the best practices for cost-benefit outcomes of the tree crop. Currently, trees are grown with intent to sell for saw log (lumber) purposes, but market demand has only been for pulpwood (other than a brief success with peeler logs for poplar veneer). MWMC capital program planning staff will continue to seek local lumber market relations (from milling to end users). However, if those markets do not materialize, the MWMC should consider whether either a pulpwood or a biomass focus is better in the long term.

Regardless of the end market, the more biomass (whether in form of logs, chips, slash, or hog fuel), the better. Harvest costs are largely the same regardless of whether the trees are 6-inch diameter or 12-inch diameter. More biomass results in more market value and a better cost recovery for farm operations. To enhance biomass production, trees should receive optimal biosolids and recycled water application to maximize growth potential. Optimal may not mean maximum – depending on the operational demands and considerations for the MWMC's overall operations.

Saw Log Production. For saw logs, trees should be managed to be straight, larger diameter, and knot free by careful establishment (e.g., singling of main stem), pruning (both during establishment and

through year 7 of growth up pruned to 10 to 20 feet high), and ample irrigation and biosolids application.

Pulp Log Production. For pulp logs, tree establishment, pruning, and growth is less important, although the more biomass at harvest, the more pulp value there will be in revenue. Taller and larger diameter trees will have more biomass. Straighter trees remain beneficial if logs are stacked and trucked offsite.

Biomass Production. Single trees with large trunks are not necessary if the goal is to produce only biomass – for example, for biochar production and composting. In that case, the option to coppice the trees after harvest can be considered. This could save significant harvest and re-establishment costs, as coppicing is achieved by regrowing multiple stems from cut stumps. Younger growths (up to 3-7 years) can be harvested with specialized farm equipment to mow and grind the material directly into hog fuel for biomass uses. One drawback of coppicing is the potential need to trim back the sides of the coppice to allow farm equipment and carts to freely access the alleyways. More study and evaluation on this option is needed.

VIII. Poplar Management Resources

Several manuals and resources related to the Biocycle Farm or poplar growing in the Pacific Northwest are available and valuable for confirming and refining best management practices related to tree establishment, harvesting, and end uses. Some of the materials were produced by GreenWood Resources in establishing the Biocycle Farm and others were produced in collaboration with MWMC or are otherwise relevant to Biocycle Farm best practices and opportunities. A fuller list of resources will be included in the Biocycle Farm Encyclopedia.

Recommended Poplar Management Resources Guides

Crop Manual for Hybrid Poplar at the Metropolitan Wastewater Management Commission Biocycle Farm (GreenWood Resources, Inc., January 16, 2008).

Assessment of Phase 1, 2 and 3 of the MWMC Biocycle Poplar Farm (GreenWood Resources, Inc., November 2009 undated).

Growing Hybrid Poplar for Bioenergy in the PNW, Washington State University Extension Publication EM123 (GreenWood Resources, October 2023)

IX. Recommendations and Next Steps

In addition to the preliminary recommendations provided in this report, the following specific elements should be further developed for inclusion in the Biocycle Farm Encyclopedia:

- Pilot studies outcomes and recommendations report.
- Replanting whips and cuttings best practices report.
- Harvest costs evaluation for opportunities for cost-effectiveness and efficiencies.
- Harvest slash management practices evaluation and recommendations.
- Comprehensive bibliography of poplar management resources.

Furthermore, the Springfield capital program planning team will, as next steps:

1. Develop the Biocycle Farm Encyclopedia for future reference and follow up of opportunities.
2. Support the Eugene operations team with contracting recommendations for future poplar harvests.
3. Continue to explore market potential and innovation in use of poplar biomass for building materials, landscape materials, energy feedstock, and other uses.

The MWMC regional program team should continue to coordinate on best long-term practices, including assessments for cost-efficiency and ease of operations, including:

- Pursue a higher biosolids application rate on younger trees based on quantity of hogfuel applied as mulch and corresponding nitrogen consumption from mulch decomposition.
- If practice of saw-log quality trees is continued:
 - Establish mill and vendor relationships to secure log or pulp buyers, depending on market outcomes.
 - Establish poplar whip cutting collection and onsite cold storage practices for self-supplying nursery stock for replanting.
- If practice switches to biomass-only (no pulp/saw logs) production:
 - Develop coppice regrowth and management protocols.
 - Establish public-private partnerships or industry relationships for biochar and/or biomass utilization.

Exhibit E:

Poplar Contract Specifications

The contract subjects below are identified for transparency of expected contract conditions as described in the RFP. All service agreement contract subjects and sections will be negotiated during service agreement contract execution.

Contract Subject / Section	Contract / Service Agreement Specification
Invoicing / Sales	<ul style="list-style-type: none">• All sales accounting will be credited independently to invoice contracted services.• MWMC sales accounting will be prepared by the Contractor upon completion of each harvest and all biomass revenues, identifying the basis for revenue sharing, and net credit to the MWMC.
Schedule	<ul style="list-style-type: none">• The required services must, at a minimum, be provided through the full harvest and field restoration in 2026, and replanting in 2027 of MU1S.• The maximum contract schedule would extend through 2037, encompassing the harvest and replanting of all six Phases.
Term	<ul style="list-style-type: none">• Upon successful completion of the original service agreement, the MWMC may offer a contract extension for additional Poplar Harvest Services.• Prior to contract expiration, the MWMC reserves the right to negotiate new terms for renewal with the selected Proposer or, at its discretion, reopen the RFP process at any time.
Value	<ul style="list-style-type: none">• Not to Exceed (NTE) value for contract duration.• Task Orders will be issued with set budget value for each Harvest of agreed upon scope of Work.

Exhibit F:

Contractor Phase Specifications

SPECIFICATIONS, KEY OBJECTIVES, AND OPERATING PARAMETERS

POPLAR HARVEST SERVICES

LOGGING PHASE

Key Objectives:

- Timely start and completion of logging operations within the seasonal window.
- Efficient processing of trees for log or chip sales to optimize pulpwood recovery and market revenues.
- Completion of log/chip removal from site, slash piling and cleanup, and any required post-logging site reparations to ensure timely start of seasonal field restoration phase activities.
- Reporting of final logging phase outcomes. The Logging Phase Report shall include results and data from the pre-harvest tree survey, production of logs and/or chips, and mill sales per the specifications herein.

Operating Parameters:

- All site access, work activities, staging areas, use of MWMC truck scales, and timing of work to conform with site operational needs and limitations shall be coordinated with the MWMC Site Manager.
 - Standard operating hours are Monday-Friday 7:00 am – 4:00 pm.
 - Access through the main gate and any alternative access via other available entrances are controlled by locks and/or open hours.
 - Trucks and heavy equipment shall be limited to paved entry and gravel farm roads to the extent practicable.
 - Site setbacks from certain features, including overhead power lines and irrigation risers, must be observed.
 - Excess noise, smoke, dust, or other nuisances shall be limited to the extent practicable and may require stop work conditions if they impose safety risks or complaints from neighboring properties.
 - Activities shall be coordinated to avoid interference with the MWMC's necessary biosolids application and irrigation processes on other poplar units not undergoing harvest.

Specifications:

- Logging Plan
 - Contractor shall submit to the MWMC Contract Manager and Site Manager a Logging Plan that outlines the expected schedule of activities, equipment to be used, staging areas, sales plan, and other logistics of the logging phase.
 - The Logging Plan shall include a site safety component identifying Contractor health and safety measures, sanitation, fire response, and other appropriate details to ensure safe completion of the work.

- Tree Survey
 - Contractor shall perform a pre-harvest tree survey of the harvest unit to assess and document the general health, quality, and dimensions of the trees to be harvested.
 - Planting blocks of different varieties shall all be assessed independently for health metrics.
 - Measurement of tree diameters at breast height (DBH) shall be recorded for a significant random sample of trees in each block, not less 1% of the total trees in the harvest unit or planting block.
 - Any notable areas of sub-average tree growth, indications of disease or infestation, or other damage and setback to tree growth shall be recorded and noted on a map of the harvest unit.
- Logging/Processing
 - All trees in the harvest unit shall be felled and processed per Contractor's Logging Plan.
 - Stumps shall be cut to not greater than six (6) inches above ground surface to facilitate post-logging stump grinding.
 - Trees are to be processed into logs to optimize pulpwood recovery. Logs are to be cut to optimal dimensions for trucking and/or onsite chip processing.
 - Logs shall be skidded and decked to designated staging areas per the Contractor's Logging Plan.
 - Chip processing shall be directly into trucks for hauling to market and/or stockpiled onsite at designated areas per the Contractor's Logging Plan.
 - Chip piles shall be appropriately tended to prevent overheating and combustion through best management practices (which may include short-duration of onsite presence, rotating/mixing chip piles, and watering of chip piles).
 - All logging slash shall be processed into piles for ease of handling, reduction of combustion risk, and at locations or distribution across site per the Contractor's Logging Plan.
 - All tree debris larger than approximately 3 feet in length and 2 inches in diameter shall be placed in slash piles, to the degree possible.
 - All signage demarking poplar planting blocks shall be pulled and removed from the harvest unit and provided to the MWMC Site Manager disposal or reuse. This task may be deferred to the Restoration Phase pending final contracting agreements.
- Sales/Marketing
 - Contractor shall record the volume/mass of pulpwood material prepared into logs or chips as equivalent bone dry tons (BDTs). Calculation of BDTs may be completed at final reporting if green ton weights are recorded at time of decking and trucking.
 - Contractor may record weights by use of the MWMC truck scales or via destination mill truck scales.
 - Contractor shall coordinate markets for poplar wood to ensure:
 - Steady stream of material to mills in balance with logging production and mill demand/capacity.

- Optimal balance of best economic outcomes based on log/chip prices, cost of trucking, and market demand for material.
- Contractor shall keep a record of sales manifests that include name/location of mill, quantity and type of material sold, price per unit, and total revenue paid to the MWMC.

SPECIFICATIONS, KEY OBJECTIVES, AND OPERATING PARAMETERS

POPLAR HARVEST SERVICES

RESTORATION PHASE

Key Objectives

- Timely start and completion of field restoration operations within the seasonal window.
- Efficient treatment and preparation of field for next season planting phase work by establishing tree rows, mulched or amended planting strips, and seeded alleyways between tree rows.
- Completion of logging slash removal from site via processing into hog fuel and/or biochar for onsite field use and/or offsite sales. The expected outcome is to utilize all slash as hog fuel for tree row planting strip mulch cover.
- Reporting of final restoration phase outcomes. The Restoration Phase Report shall include results and data from slash processing and utilization, field cleanup, tree row establishment, herbicide application, and other activities per the specifications herein.

Operating Parameters

- All site access, work activities, staging areas, use of MWMC truck scales, and timing of work to conform with site operational needs and limitations shall be coordinated with the MWMC Site Manager.
 - Standard operating hours are Monday-Friday 7:00 am – 4:00 pm.
 - Access through the main gate and any alternative access via other available entrances are controlled by locks and/or open hours.
 - Trucks and heavy equipment shall be limited to paved entry and gravel farm roads to the extent practicable.
 - Site setbacks from certain features, including overhead power lines and irrigation risers, must be observed.
 - Excess noise, smoke, dust, or other nuisances shall be limited to the extent practicable and may require stop work conditions if they impose safety risks or complaints from neighboring properties.
 - Activities shall be coordinated to avoid interference with the MWMC's necessary biosolids application and irrigation processes on other poplar units not undergoing harvest.

Specifications

1. Restoration Plan
 - a. Contractor shall submit to the MWMC Contract Manager and Site Manager a Restoration Plan that outlines the expected schedule of activities, equipment to be used, staging areas, tactics/approaches to completing the work, and other logistics of the restoration phase.
 - b. The Restoration Plan shall include a site safety component identifying Contractor health and safety measures, sanitation, fire response, and other appropriate details to ensure safe completion of the work.

2. Slash Processing

- a. All logging slash shall be processed onsite as hog fuel via a grinder and/or turned into biochar or as otherwise specified per the Restoration Plan.
- b. Volumes/mass of produced hog fuel and/or biochar shall be recorded as bone dry tons (BDTs) and/or cubic yards. If reported as cubic yards, Contractor shall assess a sample of material for the estimated average BDT per cubic yard.
- c. Produced hog fuel and/or biochar shall be stockpiled onsite per staging areas as identified in the Restoration Plan.
- d. Any stockpiles shall be appropriately tended to prevent overheating and combustion through best management practices (which may include short-duration of onsite presence, rotating/mixing, and watering of stockpiles).

3. Stump Grinding

- a. All stumps shall be grinded to at least 6 inches below ground surface to enhance stump destruction and rot to reduce regrowth potential and to avoid interference with discing/tilling equipment for replanting preparation.
- b. Stumps shall be grinded with an appropriate grinding head or masticator to reduce pitting, divots, holes to the degree possible. All pits, divots, and holes shall be restored by the Contractor via discing/tilling.

4. Field Restoration

- a. Contractor shall ensure the planting site is restored for replanting by raking to remove woody debris larger than approximately 1 foot in length or chunks of greater than 6 inches diameter. Large pieces that will be processed into smaller pieces via discing/tilling may be acceptable per the Restoration Plan's tactics.
- b. The site shall be disced, tilled, or otherwise leveled to provide a consistent, uniform soil profile for replanting. Any significant divots, holes, pits, or ruts which would impact traversing of farm equipment and/or pose site hazards shall be replaced.

5. Tree Row Establishment

- a. Contractor shall establish distal north and south ends of tree rows based on MWMC provided coordinates using appropriate GPS and/or survey equipment. Tree rows shall be verified to be 14-foot distanced parallel north/south rows, aligned every 4th row with an irrigation riser.
- b. Contractor shall mark tree row distal ends with temporary stakes or other suitable durable material for location purposes during the following season planting phase.
- c. Contractor shall treat tree rows with pre-emergent herbicide appropriate for the site conditions and timing of planting. Herbicides must be approved by the MWMC in accordance with the City of Eugene's Environmental Management Systems protocols and shall be applied in accordance with all labeling requirements. Herbicide shall be applied to tree rows as confirmed via survey in approximately a 6-foot-wide swath to cover the tree row planting strip.
- d. Contractor shall place hog fuel from logging slash processing as mulch to a depth of approximately 3 inches along the tree row planting strip. Hog fuel shall be metered to provide uniform application to tree rows across the unit. Alternatively, if biochar was produced for onsite soil amendment, Contractor shall disc in biochar added to the

planting strips. Biochar shall be metered to provide uniform application to the tree rows across the unit.

- e. Contractor shall seed the alleyways between the tree rows with suitable grass seed mix approved by the MWMC. Seeding shall be broadcast evenly along the alleyways to at least 8- to 9-feet wide.

SPECIFICATIONS, KEY OBJECTIVES, AND OPERATING PARAMETERS
POPLAR HARVEST SERVICES
REPLANTING PHASE

Key Objectives

- Timely start and completion of replanting operations within the seasonal window.
- Effective tree establishment to ensure minimum 90% survival at end of the growing season.
- Assurance of vegetation control around new plantings to reduce competition and promote rapid tree establishment.
- Reporting of final replanting phase outcomes. The Replanting Phase Report shall include results and data from whip cutting procurement, storage, handling, and viability, tree survival and replacement planting (if needed), assessment of tree growth at end of the growing season, and other activities per the specifications herein.

Operating Parameters

- All site access, work activities, staging areas, use of MWMC truck scales, and timing of work to conform with site operational needs and limitations shall be coordinated with the MWMC Site Manager.
 - Standard operating hours are Monday-Friday 7:00 am – 4:00 pm.
 - Access through the main gate and any alternative access via other available entrances are controlled by locks and/or open hours.
 - Trucks and heavy equipment shall be limited to paved entry and gravel farm roads to the extent practicable.
 - Site setbacks from certain features, including overhead power lines and irrigation risers, must be observed.
 - Excess noise, smoke, dust, or other nuisances shall be limited to the extent practicable and may require stop work conditions if they impose safety risks or complaints from neighboring properties.
 - Activities shall be coordinated to avoid interference with the MWMC's necessary biosolids application and irrigation processes on other poplar units not undergoing harvest.

Specifications

1. Replanting Plan
 - a. Contractor shall submit to the MWMC Contract Manager and Site Manager a Replanting Plan that outlines the expected schedule of activities, equipment to be used, staging areas, poplar stock sourcing, varieties to be used, and storage and handling protocols, planting approach and quality assurance measures, vegetation/weed control tactics to be used, and project close out final inventory assessment plan.

- b. The Replanting Plan shall include a site safety component identifying Contractor health and safety measures, sanitation, and other appropriate details to ensure safe completion of the work.
- 2. Poplar whip cutting procurement.
 - a. Contractor shall order whips or otherwise ensure collection of whips from dormant poplar stock collected in January-February.
 - b. Whip stock shall be varietal OP367 and/or other varietals as approved by the MWMC for replanting based on past success at the MWMC Biocycle Farm.
 - c. Whips shall be reasonably straight, measuring at least 72 to 96 inches (6 to 8 feet) in length, with large end diameters of 1-inch or less.
 - d. All cuttings shall be free of disease and black stem and exhibit healthy, intact buds on majority of whip.
 - e. At least 10% more cuttings than required to replant the unit in its entirety must be procured, and at least 90% of the cuttings shall be deemed viable for replanting upon receipt. Contractor is responsible for ensuring adequate viable stock is on hand to replant as needed.
- 3. Poplar whip cutting storage and handling.
 - a. Procured whips shall be stored in marked bundles denoting total count, varietal, and collection date.
 - b. Whips shall be stored out of sunlight and/or wrapped in black bags or containers.
 - c. Whips shall be stored in cold storage (40F or below) until ready for onsite planting and ensured against moisture loss.
 - d. A chain of custody report shall record date of cutting collection and times of cold storage.
 - e. Cold storage may be provided offsite by Contractor or third party (such as nursery), in refrigerated delivery vehicles, or onsite in cold storage provided by Contractor.
 - f. Contractor is responsible for all power requirements for onsite storage. Arrangements may be made, but not guaranteed, with the MWMC to provide power onsite.
- 4. Tree row establishment.
 - a. Contractor shall reconfirm tree rows based on post-harvest survey markers by, at minimum, spot checking 10% of survey markers for coordinates using GPS and/or other survey equipment, and relocating any misplaced or lost markers.
 - b. Contractor shall confirm tree rows are uniformly 14-feet apart in parallel north/south rows. Contractor shall either stake complete tree rows at minimum every 20th row (280 feet) apart or as otherwise specified and approved by the MWMC in the Contractor's Replanting Plan.
 - c. Different varietals, if used, shall be segregated into demarcated planting blocks comprising complete rows. Planting blocks shall be demarcated with T-post mounted durable signs indicating the varietal type starting at that row.
 - d. During planting, tree rows shall be confirmed to be on uniform 14-foot centers between trees along rows and in straight alignment with trees in adjacent rows (note that orientation of rows is not necessarily 14-feet between trees in adjacent rows due

to stagger of row starting points). Tree row spacing shall be confirmed using a cable (such as 1/8-inch plastic-coated aircraft cable or similar material).

5. Whip planting.

- a. Cuttings shall be out of cold storage for a period of 12 to 24 hours prior to planting and soaked 24 hours prior to planting to avoid moisture loss.
- b. Planting sites shall be cleared of mulch and any vegetation in a 3-inch radius around the planting point.
- c. Pilot holes shall be bored for whip insertion to a depth of at least 12- to 18-inches (optimally 18 inches unless resistance prevents deeper insertion) using a dibble or similar tool of approximately 1-inch diameter.
- d. Whips shall be inserted with buds oriented upwards and large diameter first. Soil must be tamped evenly around the whip to ensure no air gaps that could induce drying, wobble, or tilt of the cutting.
- e. Planting rows alignments shall be confirmed consistently during planting to ensure that whips are planted within 3 inches of the planting row alignment. Quality control checks shall ensure that no rows drift off center or stray from 14-foot on center plantings.

6. Vegetation control.

- a. Ideally, well-prepared field conditions with pre-emergent herbicide applied in fall and mulch ground cover shall minimize the amount of weed and grass encroachment and competition with new plantings. To the extent necessary, Contractor shall control vegetation with appropriate mechanical or chemical means to provide optimal establishment conditions for new plantings.
- b. Planting sites shall be assessed for vegetation encroachment within a 3-feet radius of the whip planting site. Mechanical controls could include mowing, power trimming/cutting, or hand tools for cutting or grubbing out aggressive vegetation as necessary. Chemical controls could include spot spraying of herbicide as approved by the MWMC in accordance with labels and to ensure no impact to whip plantings.
- c. Any grubbing shall be performed as to avoid exposing barren soil around whip plantings that would promote loss of soil moisture. Any barren spots shall be covered by mulch or other suitable ground cover.
- d. Verification of current Oregon Department of Agriculture Pesticide Applicators or Business License appropriate for MWMC approved use.
- e. Safety Data Sheets (SDS) for all chemicals used shall be available at least 3 days prior to chemical delivery to job site.
- f. Herbicide shall be applied using shielded applicators and during wind conditions of under 10 mph.
- g. Herbicide spray shall not extend more than 10 inches into mowing strips.
- h. No herbicide applications shall occur over areas of standing water or when rain is forecast within the next 6 hours.
- i. The applicator/application of herbicides will be required to follow the City of Eugene Intergraded Pest Management Program and the MWMC EMS Program.

7. Survival survey and replanting.
 - a. Within 90 days of initial planting, Contractor shall perform an assessment to verify the viability of new plantings as indicated by bud break/leaf out or other signs of tree health.
 - b. If new plantings appear non-viable/unhealthy, Contractor will immediately replace non-viable/unhealthy plantings with replacement whips or mark tree for immediate replacement.
 - c. Contractor shall ensure a minimum of 90% survival of new plantings, including replanting as needed to reach a minimum of 90% viability.
8. Tree singling and pruning.
 - a. At end of first growing season tree establishment in September-October, Contractor shall prune plantings to ensure only a single prominent leader to promote straight, unbranched growth is established, and to clear any low branches in contact with the ground or growing from the stem within 3 feet of the ground.
 - b. Trimmings may be cast into grass alleyways or within tree rows at least 3 feet from the base of trees for later mowing and mulching of the material into the soil by MWMC site personnel.

Exhibit G:

RFP Performance Schedule Tables

TABLE D1: Management Unit Harvest Phase Schedule*

Unit	Acres	# Trees (approx)	Year to be Harvested	Unit Age (years)	Year to be Replanted	Projected Pulpwood Yield (dry tons) Low and High Estimate		Projected Hogfuel Yield (dry tons)
MU1S	77	17,072	2026	10	2027	2,922	3,214	1,023
MU1N	79	17,560	2028	12	2029	3,955	4,351	1,384
MU2S	56	12,521	2029	10	2031	2,143	2,358	750
MU2N	66	14,563	2031	12	2032	3,280	3,608	1,148
MU3S	57	12,610	2033	10	2034	2,158	2,374	755
MU3N	60	13,209	2035	12	2036	2,975	3,273	1,041
Total	394	87,535				17,434	19,177	6,102

TABLE D2: Harvest Phase Seasonal Work Schedule

Month of Year	Needed Activity
May (earliest) - July	Tree harvest and log/chip sales
August	Slash processing and stump grinding
September - October	Field restoration, reseeding, herbicide, and mulching
November (or earlier)	Surveying of tree rows for replanting
December - January	Replanting stock procurement
March - April	Replanting
As needed	Tree pruning and weed control

* The MWMC is providing the information and content herein to benefit Proposers in assessing the current condition and developing an appropriate and feasible harvest plan. This information should not be deemed as complete, and in many cases comprises estimates or best understanding of the MWMC. Proposers should seek clarification and further details as necessary to develop their Proposals. The MWMC has the following assumptions related to this RFP:

- Proposers will make their own assessments of the approximate quantity and quality of poplar growth in the north and south planting blocks of MU1, MU2, and MU3. The estimates provided by the MWMC are approximate biomass values.
- Proposers will make their own assessments of the potential marketability and products to be generated from each unit of poplar. The MWMC's considerations of premium sawlog potential, chip and pulp tonnages, and biomass utilization are approximate values.

Exhibit H:

Procurement Calendar

MWMC Poplar Harvest Services
RFP Exhibit H: Procurement Calendar

Listed below are specific and estimated dates and times of actions related to this RFP. Actions with specific dates must be completed as indicated unless otherwise changed by the MWMC. In the event the MWMC finds it necessary to change any of the specific dates and/or times in the calendar of events listed below, it will do so by issuing addenda as specified in the RFP.

DATE	EVENT
November 25, 2025	RFP Issued & Publish Advertisement
December 11, 2025, 9:00a.m. to noon (PDT)	MWMC Biocycle Farm Pre-Proposal Voluntary Informational Meeting and Biocycle Farm Tour
December 18, 2025, 6:00 p.m. (PDT)	Last day to email written inquiries, feedback, and/or RFP written protest
December 22, 2025, before 9:30 a.m. (PDT)	Last day for Addendums or supplements to be posted to the RFP posted on the MWMC's website: Request for Proposals – MWMC Partners to address written inquiries
January 9, 2026, 2:00 p.m. (PDT)	Proposals due: If needed, set up your onsite delivery time before deadline with the MWMC Project Manager
January 9, 2026, 4:00 p.m. (PDT)	Proposal Opening
Week of January 19, 2026	Potential interviews with invited Proposers
Estimate: February 2, 2026	Notification of intent to award sent to Proposers
Estimate: February 17, 2026	End of seven-day protest period
Estimate: February 27, 2026	Proposer to provide hourly rates & fees for 2026
Estimate: March 2026	Establish draft consultant contract agreement & related insurance coverage
Estimate: March 13, 2026	MWMC authorization to negotiate finalized contract with selected vendor(s)
Estimate: March 2026	Finalize agreement and receive consultant insurance

Exhibit I:

Model Contract

Standard Terms and Conditions

**STANDARD TERMS AND
CONDITIONS**

Request for
Proposals/Contracts

INDEPENDENT CONTRACTOR AGREEMENT

[Project Title]

This Independent Consultant Agreement ("Agreement") is made by and between the Metropolitan Wastewater Management Commission ("MWMC") and [**CONSULTANT NAME**], ("Consultant") according to the following terms, conditions, and provisions:

1. **Identity of Consultant.**

Name:

Type of Entity: ☐ Sole Proprietorship
☐ Partnership
☐ Corporation
☐ Limited Liability Company

Address:

City, State, Zip:

Business Telephone:

Business Fax:

Federal ID. #:

Oregon Tax ID#:

2. **Job to Be Performed.** Consultant shall perform poplar harvest services for the MWMC project titled "[**PROJECT TITLE**]", MWMC Project number P80###.
3. **Scope of Work.** The Consultant shall provide services as particularly described in the Scope of Work ("Work") identified in Exhibit "A" and incorporated herein by reference.
4. **Work Performed.** The Work comprises services generally performed by Consultant in its usual line of business as well as any other Work specifically identified.
5. **Agreement Duration.** Except as provided for under Section 18 (Termination), the duration of this Agreement is from the date of the initial Notice to Proceed issued by the MWMC until completion of the Work, or completion of the phase of Work if no further Notices to Proceed are issued, or until [**DATE OF CONTRACT COMPLETION**] whichever occurs first, or as modified by the MWMC in its sole discretion. Notwithstanding the foregoing, the MWMC intends to issue Notices to Proceed for each phase of the Work and the Consultant shall not begin the Work, or additional phases of Work, until the MWMC issues a Notice to Proceed to Consultant for the Work or phase of Work. The MWMC may, at any time and in its sole discretion, deliver to Consultant a temporary order to stop Work. Upon receipt of such stop Work order, Consultant shall, at no additional cost to the MWMC, stop Work on the project until further directed by the MWMC to proceed.

6. **General.** The MWMC has need for the services of an independent consultant with the particular training, ability, knowledge, expertise, and experience possessed by the Consultant. The Consultant shall furnish all qualified personnel, facilities, materials, equipment, supplies, and other services necessary to perform the Work. The Consultant's project team is identified in Consultant's Proposal dated [MONTH, DAY, YEAR]. The Consultant shall not change any of the project team members identified as key members without the MWMC's prior written consent, with the exception of an unforeseen circumstance such as death, termination of employment, or retirement. Furthermore, the Consultant shall provide timely written notice, defined for this purpose as not more than three (3) business days, to the MWMC of any other changes to the project team during the project. The key project team members that cannot be changed without the MWMC's prior written consent are as follows:

_____, Principal-in-Charge
_____, Project Manager
_____, Project Quality Assurance / Quality Control Person

7. **Compensation to Consultant; Payment to the MWMC.** Subject to the terms and conditions of this Agreement, the MWMC shall pay Consultant the fees set forth in Exhibit "B" for the Work defined in Exhibit "A" up to the Not-to-Exceed (NTE) amount of \$_____. Notwithstanding the foregoing, the Consultant is only authorized to proceed with phases of the Work as set forth in Section 5. When a Notice to Proceed for a phase of Work is issued, a corresponding NTE amount for such phase of Work will be authorized and such NTE amount for the phase of Work may only be exceeded only upon prior written increase in scope of Work, accompanied by written authorization for an increase in fee from the MWMC Executive Officer or his or her authorized designee. If there is no change in scope of Work, the Consultant shall complete all identified scope of Work within the NTE amount (\$_____) and within the NTE amount identified in the Notice to Proceed for the phase of Work. Current known additional or optional tasks are listed in Exhibit "B." Consultant understands that the full NTE amount has not been budgeted by the MWMC and future phases of Work are subject to budget approval by the MWMC.

To be entitled to payment for a phase of Work, upon the MWMC's acceptance of each phase of Work, the Consultant shall make application for payment as described in Exhibit "B", complete with necessary billing documentation. Within 30 calendar days after the date MWMC receives and approves Consultant's billing, the MWMC shall make payment to Consultant for the Work in an amount due for services rendered during the phase for which the billing is submitted.

If the MWMC requests clarification of any billing within 30 calendar days after its receipt, payment is then due within 30 calendar days after clarification has been provided by the Consultant to the MWMC's reasonable satisfaction.

Payment requests proposed by the Consultant are subject to the MWMC evaluation and approval based on deliverables related to specific tasks, subtasks, and the Work complete.

Consultant shall pay to the MWMC revenue from pulp or log sales within thirty (30) days of the completion of each harvest and shall provide to the MWMC an invoice documenting all sales proceeds and the MWMC revenue.

8. **Additional Work.** In the event the MWMC determines the scope of Work must be modified during the project, the parties shall engage in good faith negotiations in order to agree on a supplemental scope of Work and this Agreement will be amended according to Section 30. The Consultant agrees to provide all such additional services at the rates identified in Exhibit "C" for the duration of the Agreement. The MWMC reserves the right to perform, in its sole discretion, some of the Work or optional Work rather than issuing a Notice to Proceed for those portions of the Work to Consultant.
9. **Schedule.** The project schedule is attached to this Agreement as Exhibit "D". The Consultant shall promptly notify MWMC of any milestone dates that Consultant reasonably anticipates may not be met to allow both parties the ability to consider implementing methods to meet the schedule outlined in Exhibit "D."

The Consultant shall not begin the Work, or any phase of Work, until the MWMC issues a Notice to Proceed to Consultant. The MWMC may, at any time and in its sole discretion, deliver to Consultant a temporary order to stop Work. Upon receipt of such stop Work order, Consultant shall, at no additional cost to the MWMC, stop Work on the project until further directed by the MWMC to proceed.

10. **Failure to Perform.** If the Consultant fails to perform the Scope of Work or fails to meet the performance standards established under this Agreement, the MWMC at its sole discretion may impose consequences for such failure, including but not limited to:

(A) Reducing or withholding payment;

(B) Requiring Consultant to perform at Consultant's own expense, additional work necessary to perform the identified Scope of Work or meet the established performance standards; or

(C) Declaring a default, terminating the Agreement, and seeking damages and other relief available under the terms of the Agreement or other applicable law.

11. **Status.** While performing the Work, Consultant is at all times acting and performing as an independent contractor and not as an employee, officer, or agent of the MWMC, as those terms are used or defined in ORS 30.260, 30.265, 670.600, and all other applicable laws, rules, and/or regulations. No agent, employee, officer, or servant of Consultant is an employee, agent, officer, or servant of the MWMC. The MWMC is interested only in the results obtained under this Agreement; the manner and means of conducting the Work are under the sole control of Consultant. However, the Work

must meet the approval of MWMC and is subject to the MWMC's general right of inspection and supervision to secure satisfactory performance of the Work.

12. **Notice To Consultant Regarding Its Tax Duties And Liabilities.** Neither federal, nor state, nor local income tax, nor payroll tax of any kind will be withheld or paid by the MWMC on behalf of Consultant or the employees of Consultant. Consultant understands that it is responsible to pay, according to law, all of Consultant's taxes regardless of type. If Consultant is not a corporation, Consultant further understands that it may be liable for self-employment (Social Security) tax, to be paid by Consultant according to law.

Consultant's failure to comply with the applicable tax laws of Oregon or a political subdivision thereof is a default for which MWMC may terminate the contract and seek damages and other relief available under the terms of the contract or under applicable law.

13. **Reimbursement of Expenses.** The MWMC is not liable to Consultant for any expenses paid or incurred by Consultant unless otherwise agreed in writing.
14. **Equipment, Tools, Materials or Supplies.** Consultant shall supply necessary materials, equipment, tools, and supplies to accomplish the Work.
15. **No Authority to Bind the MWMC.** Consultant has no authority to enter into contracts on behalf of the MWMC, its officers, agents, and/or employees. This Agreement does not create a partnership or any other relationship other than a contractual owner and consultant relationship between the parties.
16. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Consultant certifies that it is not currently barred from working on federally funded projects nor is it employed by the federal government. Furthermore, the amount charged does not exceed Consultant's normal charge for the type of services provided.
17. **Indemnification, Defense, and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless the MWMC, the Cities of Springfield and Eugene, and Lane County, their agents, servants, and employees from and against all claims, demands, and judgments (including attorney fees at arbitration, trial, and/or appeal) made or recovered against them including, but not limited to, damages to real or tangible property, intangible property, or for bodily injury or death to any person, arising out of, or in connection with the Agreement. The MWMC agrees to promptly notify Consultant in writing of any such claim or demand to indemnify, defend, and/or hold harmless and agrees to cooperate with Consultant in a reasonable manner to facilitate the defense of such claim.
18. **Insurance.** The Consultant shall provide insurance coverage and limits as described below. All insurance carried by the Consultant must be primary to and non-contributory with any insurance carried by the MWMC or self-insurance of the MWMC.

Provide Consultant insurance documentation for review by the MWMC at time of contract signing.

- a. **Workers' Compensation Insurance.** No Workers' Compensation Insurance has been or will be obtained by the MWMC for Consultant or Consultant's employees and subconsultants. Consultant shall provide coverage for its employees, officers, agents, or partners including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000 and provide the MWMC with evidence of such coverage or verification of their election not to be covered pursuant to ORS 656.027(7) (Sole Proprietors Exception). In the event Consultant elects to not be covered pursuant to ORS 656.027(7), Consultant assumes full responsibility for any liability and exposure under law relating to Workers' Compensation because of any performance of services under this Agreement and will indemnify, defend, and hold the MWMC, the Cities of Springfield and Eugene, Lane County, and all their directors, officers, principals, agents, employees, and affiliates harmless from any liability associated with industrial accidents that occur.
- b. **Commercial General Liability Insurance.** Consultant shall at all times carry a Commercial General Liability insurance policy for at least \$1,000,000 combined single limit per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. The Consultant shall include as additional insureds under the above commercial general liability policy or policies the MWMC, City of Springfield, City of Eugene, Lane County, and all of their directors, officers, principals, agents, and employees by Endorsements CG2010 0704 and CG2037 0704 or the equivalent to the above policy or policies. The additional insured status must be continued for at least 12 consecutive calendar months after the MWMC project is completed and final acceptance has been given by the MWMC. Such insurance shall include "cross-liability" coverage as provided under standard ISO Forms "Separation of Insured" clause.
- c. **Automobile Liability Insurance.** Consultant shall at all times carry Automobile Liability Insurance in the amount of \$3,000,000 combined single limit per accident for bodily injury and property damage covering the ownership, maintenance, or use of any motor vehicle.
- d. **Professional Liability/Errors and Omissions Insurance.** *[Intentionally Omitted]*
- e. **Pollution Liability Insurance** – Consultant shall at all times carry a Pollution Liability type insurance policy with limits of not less than \$1,000,000 each occurrence (or each claim if coverage is afforded on a claims made basis) and \$1,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by the MWMC prior to commencement of the Work.

- f. **Loggers Broad Form Property Damage Insurance** – Consultant shall at all times carry a Loggers Broad Form Property insurance policy written on an occurrence basis with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate for bodily injury, property damage, and personal injury.
- g. **Extended Reporting Coverage (“Tail Coverage”).** Tail coverage extends the time for filing claims under a “claims made” policy beyond the term of the policy for wrongful acts that occurred within the term of the “claims made” policy. “Claims made” policy means that any claim under the policy must be reported during the policy period.

For Professional Liability/Errors & Omissions Insurance written on a “claims made” basis and for any other required liability insurance provided on a “claims made” basis, Consultant shall provide “tail” coverage at the completion of the Agreement for a duration of thirty-six (36) months or continuous “claims made” liability coverage provided for thirty-six (36) months following the Agreement completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided the retroactive date of the coverage is on or before the effective date of this Agreement.
- h. **Umbrella Liability.** Consultant shall at all times carry umbrella liability insurance written on an occurrence basis with limits no less than \$3,000,000 per occurrence and \$2,000,000 in the aggregate.
- i. **Maximum Deductible/Self-Retention.** Any deductible or self-retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the MWMC.
- j. **Additional Insureds.** The MWMC, the Cities of Springfield and Eugene and Lane County, their agents, employees and officials all while acting within their official capacity as such, must be named as additional insureds on all insurance, other than Workers' Compensation and Professional Liability/Errors and Omissions insurance, required under this Agreement. Such coverage shall be provided in a form acceptable to the MWMC.
- k. **Insurance Certificates.** Consultant shall deliver to the MWMC, prior to the commencement of the Work, a certificate of insurance or the actual insurance policy/policies evidencing all policies required by this Agreement. Either the certificates of insurance or the policies shall contain the promise of the insurer to give the MWMC written notice at least 30 calendar days prior to the effective date of any lapse, cancellation, non-renewal, or material reduction in any of the required coverage's. In the event the insurer cannot or will not provide such written notice to the MWMC, Consultant has an affirmative duty to provide the notice of lapse, cancellation, and non-renewal or material reduction to the MWMC within 24 hours of the Consultant receiving such notice itself. The MWMC has the right to reject any certificate and/or policy if

the MWMC in its sole discretion determines that either the coverage or the insurance company is unacceptable. Evidence of continuous coverage is required, including renewal certificates for any policies that renew during the project.

- I. **Subcontractor Insurance.** Consultant shall ensure all subcontractors carry the type of coverage and at the required minimum amount for the Work to be performed by such subcontractor as is required by the MWMC. The sufficiency of subcontractor insurance and coverage limits is subject to the MWMC's approval and must be shown by appropriate insurance certificates in a form acceptable to the MWMC.
- I. **Primary Coverage.** All insurance carried by the Consultant or a subcontractor required by this Agreement must be primary to and non-contributory with any insurance carried by the MWMC or self-insurance of the MWMC. Any insurance held by the MWMC is excess and solely for damages or losses for which the MWMC is responsible.

19. **Termination.**

- a. The performance of the Work may be terminated by the MWMC, in whole or in part, whenever and for any reason the MWMC determines that such termination is in the best interest of the MWMC. Any such delivery to the Consultant of a Notice of Termination specifying the extent of which performance of the Work is terminated and the date on which such termination becomes effective.
- b. Upon delivery to the Consultant of a Notice of Termination under this Section, the Consultant and the MWMC shall attempt to negotiate an appropriate written modification to the Agreement governing Consultant's completion of the portion of the Work designated by the MWMC and payment therefore by the MWMC. If the parties cannot reach agreement within 20 calendar days, the MWMC's liability to Consultant will not exceed the amount that would be due on a progress billing for uncompensated Work performed prior to the designated termination date.

20. **Rights in Data.**

- a. All original written material, including programs, electronic media/information, card decks, tapes, listings, and other documentation originated and prepared for the MWMC pursuant to this Agreement, is the exclusive property of the MWMC. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Consultant or jointly by Consultant and the MWMC may be used by either party in any way it deems appropriate.

The MWMC may use the ideas, concepts, know-how, techniques, plans, specifications, and work products developed as appropriate in future projects.

In consideration thereof, the MWMC waives all claims against the Consultant, arising out of the MWMC's use of the plans and specifications on any project other than the project that is the subject of this Agreement.

- b. Material already in Consultant's possession, independently developed by Consultant outside the scope of this Agreement or rightfully obtained by Consultant from third parties, belongs to Consultant.
- c. This Agreement does not preclude Consultant from developing materials, which are competitive, irrespective of their similarity to materials that might be delivered to the MWMC pursuant to this Agreement. Consultant shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this Section.

21. **Confidentiality.** Consultant will not disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without express written consent of the MWMC.

Confidential Information means (a) proprietary information of the MWMC, (b) information marked or designated by the MWMC as confidential, (c) information, whether or not in written form and whether or not designated as confidential, that is known to Consultant (including but not limited to its employees, owners, and agents) as being treated by the MWMC as confidential, and (d) information provided to the MWMC by third parties that the MWMC is obligated to keep confidential. Confidential Information includes, but is not limited to, discoveries, ideas, designs, drawings, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information.

The confidentiality obligations of this Agreement shall not apply to any information that the recipient demonstrates by clear and convincing documentary evidence (a) is now or becomes generally known to the public by lawful means and without breach of any confidentiality obligation, (b) is disclosed by the recipient with the MWMC's prior written consent to unrestricted disclosure, (c) was known to and reduced to writing by the recipient before the date of this Agreement, (d) is independently developed by the recipient without use of any Confidential Information, or (e) is lawfully obtained by the recipient from any third party who did not obtain the information, directly or indirectly from the MWMC. The term generally known to the public refers to information that is generally known to the public in the United States of America, and the term does not include information that can be derived only through significant expenditure of time or effort to assemble, compile, or reconstruct, even though individual portions of the information may be publicly available.

22. **Assignment/Subcontract.** Consultant shall not assign, sell, transfer, subcontract, or sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of the MWMC. No such written approval relieves Consultant of any obligations under this Agreement, and any transferee or

subconsultant is considered the agent of Consultant. Consultant remains liable as between the original parties to the Agreement as if no such assignment had occurred.

23. **Successors In Interest.** The provisions of this Agreement are binding upon and inure to the benefit of the parties to the Agreement and their respective successors and assigns.
24. **Compliance With All Government Regulations.** Consultant shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements constitutes a breach of this Agreement and is grounds for termination of this Agreement. Damages or costs resulting from noncompliance are the sole responsibility of Consultant and its subcontractors.
25. **Attorney Fees.** In the event an action is commenced to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees incurred in the preparation, prosecution or defense of such action at any such arbitration, or trial and on any appeal.
26. **Prevailing Wage Rate.** The parties agree the Work does not include a “public work” as that term is defined in ORS 279C.800(6) and thus the requirements of the Prevailing Wage Rate Law (ORS 279C.800-279C.875) do not apply. Notwithstanding the foregoing, if the Work is amended such that it includes a “public work” the parties agree to amend this Agreement to comply with the requirements of the Prevailing Wage Rate Law. .
27. **Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or action against the MWMC and/or the Cities of Springfield and Eugene, Lane County, and/or any of their officers, directors, principals, agents, employees and/or affiliates on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or Work or services performed hereunder, Consultant shall defend, indemnify and hold harmless the MWMC and/or the Cities of Springfield and Eugene, Lane County, and/or any of their officers, directors, principals, agents, employees, and/or affiliates against any such suit or claim and all expenses, court costs, and attorney’s fees in connection with such claim or action.
28. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provision are not affected; and the rights and obligations of the parties are construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
29. **Access to Records.** Consultant shall permit the MWMC and its duly authorized representatives’ access to books, documents, papers, and records of Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts. Consultant shall maintain the records and make them available to the MWMC until a date that is not less than seven (7) years after the date of the last payment made by the MWMC under this Agreement.

30. **Waiver.** Failure of the MWMC to enforce any provision of this Agreement does not constitute a waiver or relinquishment by the MWMC of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
31. **Amendments.** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except upon written amendment approved by the MWMC.
32. **Nondiscrimination.** Consultant shall comply with all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.
33. **Dual Payment.** Consultant is not entitled to compensation for Work performed under this Agreement from any party other than the MWMC.
34. **Remedies.** The rights and remedies provided in Section 18 (Termination) are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Termination of this Agreement pursuant to Section 18 is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
35. **Terms Required By Oregon Statute.**
 - a. Consultant must give notice in writing to employees who work on a public contract either at the time of hire or before commencement of Work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 - b. No person, unless excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime, may be employed under this Agreement for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases Consultant shall pay the laborer at least time and a half pay 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 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 for Work performed on Saturday and on any legal holiday specified in ORS 279B.020.
 - c. Consultant must comply with ORS 656.017 or be exempt under ORS 656.126.
 - d. Consultant must comply with ORS 652.220 as a material element of the Agreement, for which failure to comply is a breach that entitles the MWMC to terminate this Agreement for cause.

- e. Consultant may not prohibit any of its employees from discussing their rate of wage, salary, benefits or other compensation with other employees or other persons, and may not retaliate against an employee who does so discuss, as specified in ORS 279B.235.

36. **Conditions concerning payment.**

- a. As required by Oregon law, Consultant shall:
 - i. Make payment promptly, as due, to all persons supplying Consultant with labor or material for the prosecution of the Work.
 - ii. Pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of the Work.
 - iii. Not permit any lien or claim to be filed or prosecuted against the MWMC, the state, Lane County, or any municipal corporation or subdivision thereof, on account of any labor or material furnished. In the event a lien is filed then Consultant shall remove the lien within five (5) business days either by sufficient payment to the lien claimant or by "bonding off" the lien.
 - iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - v. Promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums that Consultant agrees to pay for such services and all monies and sums that Consultant collected or deducted from the wages of employees pursuant to law, contract or agreement for the purpose of providing or paying for such service.
- b. If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant by any person in connection with this Agreement as such claim becomes due, the proper officer or officers representing the MWMC may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Consultant by reason of this Agreement.

37. **Governing Law; Jurisdiction; Venue.**

- a. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

MWMC Poplar Harvest Services
RFP Exhibit I: Model Contract Standard Terms and Conditions

- b. Each party to this Agreement submits to the exclusive jurisdiction of the Oregon State Courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement; except, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon, located in Eugene, Oregon.
 - c. Except in the case of a federal claim as described above, any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of Lane County. Each party waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
38. **Level of Competence.** In providing the services under this Agreement, Consultant shall exercise the level of competency, care and diligence included in timber harvesting operational safety standards. The Consultant shall perform all work in accordance with the highest industry standards, with exceptions only for Good Cause as defined in OAR 137-047-0260. All work must meet the acceptance requirements outlined in RFP Section II, E. Additionally, the Contractor is expected to provide Good Faith Services to support the MWMC in achieving the highest and best outcomes with respect to harvest efficiencies, cost-effectiveness, and market potential.. Consultant will re-perform any services not meeting this standard without additional compensation.
39. **Notice.** Whenever it is necessary to give notice to a party under this Agreement, the notice is effective when the party delivers the notice personally, sends it by facsimile transmission or deposits it in the United States Mail, postage prepaid, addressed to the other at:

Consultant: _____

MWMC: Matt Stouder, MWMC General Manager
Metropolitan Wastewater Management Commission
c/o City of Springfield – Environmental Service Department
225 Fifth Street
Springfield, OR 97477
Fax #: (541) 726-2309

40. **Survival.** Sections 15, 17, 18, 20, 21, 23, 25, 27, 28, 29, 30, 37, and this Section 40 survive termination of this Agreement.

MWMC Poplar Harvest Services
RFP Exhibit I: Model Contract Standard Terms and Conditions

41. **Entire Agreement.** This Agreement signed by both parties along with all Exhibits incorporated herein is the parties' final and entire agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

METROPOLITAN WASTEWATER
MANAGEMENT COMMISSION

CONSULTANT

By:

By:

Title: Matt Stouder
Date: MWMC Executive Officer

Title:
Date:

APPROVED AS TO FORM:

MWMC Attorney

Date

Exhibit J:

Award Scoring Rubric

ITEM	PERFORMANCE EXPECATION	SCORING FACTORS	WEIGHT (%)	SCORE (0-10)	POINTS (WT x SCORE)
PROPOSER RESPONSIVENESS AND READINESS (10%)					
Proposer Responsiveness	Proposal is complete	Proposal is completely filled in with no missing information or gaps. No corrections or follow-up for additional information are needed.	5%		
Proposer Readiness	Proposer is poised to start work	Proposer has provided all necessary documentation to proceed to contracting. Proposer exhibits ability to obtain all necessary financial securities, licenses, and other prerequisites for commencing work.	5%		
COST PROPOSAL (40%)					
Total Cost	Cost proposed provides best value to MWMC	Total cost of MU1S harvest services. Total cost of each MU1S harvest services phase. Total long-term cost of full Biocycle Farm harvests.	20%		
Cost Reasonableness	Proposed costs for tasks are aligned with MWMC's understanding of cost of services.	Unit cost for each task is aligned with MWMC best understanding of current market and historical experience. Balance of total costs to deliver each phase or related tasks appears reasonable. No task unit cost appears to be extremely under-valued or over-valued, indicating a lack of understanding of the task or inappropriate allocation of resources to the task.	20%		
PROPOSER BUSINESS STRENGTH (10%)					
Financial Capacity	Proposer's firm has the financial integrity to ensure delivery of services.	Proposer is able to meet all insurance, bonding, and other financial assurances to ensure completion of work without interruption of services or loss to the MWMC.	3.33%		
Reputation	Proposer has a solid track record of meeting highest standards in industry.	Proposer is free and/or clear of lawsuits, challenges, or disagreements with clients. Proposer is known for results and high-quality outcomes. References vouch for client satisfaction.	3.33%		
Community Orientation	Proposer is oriented to local community outcomes.	Proposer is locally based, Oregon based, or has roots in local area. Proposer has experience and history of working in local community or region.	3.33%		
PROPOSER CAPABILITIES AND CAPACITY (30%)					
Management Capacity	Proposer is able to provide full-service general contractor / project management.	Proposer is able to act as general contract and project manager overseeing all Phases of work. (Partial score for single phases or limited capacity).	10%		
Services Capacity	Proposer is able provide services for all Phases of work.	Proposer demonstrates ability to directly provide (highest score), sub-contract, or otherwise secure all services needed to complete work. Proposer does not require (or has limited requirements for) MWMC to provide any of the identified tasks. Proposer offers full and complementary services to potentially take on more duties and tasks than the minimum requirements to fulfill the work.	10%		
Commitment and Availability	Proposer is interested and committed to long-term contracting for future Harvests.	Proposer is available to continue services into MU1N Harvest. Proposer is interested in long-term commitment to entire Biocycle Farm harvest services. Proposer demonstrates current capacity or commitment to necessary equipment, personnel, and sub-contract relationships to invest in long-term services.	10%		
PROPOSER OPPORTUNITIES FOR INNOVATION AND COST-EFFECTIVENESS (10%)					
Poplar Marketing	Contract will result in optimum revenues from poplar sales.	Proposer has understanding of markets for poplar logs/chips. Proposer demonstrates strategy for optimizing revenues based on sales strategies for logs versus chips, mill diversification, and trucking distance. Proposer identifies market potential for alternatives to pulp sales.	3.33%		
Harvest Efficiency	Contract will result in timely and cost-effective completion of each Phase.	Proposer demonstrates solid understanding of work to complete efficient and on-time delivery of services.	3.33%		
Innovation and Opportunity	Proposer demonstrates knowledge and insights on improved service delivery.	Proposer offers new ideas, concepts, or recommendations for improving the bottom line for the MWMC, including interest and capacity in biochar production, stump management alternatives, or other process alternatives or approaches that would benefit the MWMC's interests.	3.33%		
TOTAL POINTS			100%	---	

For the purposes of awarding a public contract, a contracting agency shall: Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides. (OAR 137-047-0260 and ORS 279A.120)