

**NOTICE OF LOG SALE AND INVITATION TO BID
JF169476B**

- SALE NAME:** Bean
- BID CLOSING DATE/TIME:** March 31, 2014 3:00 PM PT
- DEADLINE FOR REQUEST FOR CLARIFICATION OR CHANGE:** March 26, 2014 3:00 PM PT
- SUBMITTAL LOCATION:** Oregon State University
Procurement, Contracts, and Materials Management (PCMM)
Attn: Jim Figgins
644 SW 13th St.
Corvallis, OR 97333
- SHOW-ME TRIP:** A tour of the Dunn Forest work area is scheduled for March 25, 2014, 12:00 PM PT. The tour will start from the College Forests office located at:
8692 Peavy Arboretum Road
Corvallis, OR 97330
Please call Brent Klumph if you are planning on attending the SHOW-ME TRIP.
- CONTACT FOR INFORMATION:** Brent Klumph
brent.klumph@oregonstate.edu
541-737-6594 (office)
541-979-4254 (cell)
- SALE ACCESS/MAPS:** See location map for exact location of harvest area. The Bean Sale area maps are included in Exhibit B, Attachment 2. The area is on the Dunn Forest in Benton County, behind a locked gate.
- DEFINITIONS:** As used in this Invitation to Bid, the terms set forth below are defined as follows:
- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Invitation to Bid.
 - b. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
 - c. "Bidder" means an entity that submits a Bid in response to an Invitation to Bid.
 - d. "Bid Due Date and Time" means the date and time specified in the Invitation to Bid as the deadline for submitting Bids.
 - e. "Exhibits" means those documents which are attached to and incorporated as part of the Invitation to Bid.
 - f. "Invitation to Bid" (ITB) means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.

- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the Invitation to Bid.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

LOG SALES DELIVERY DATE: OSU or its designated agent will deliver all logs to Purchaser's designated destination on the Log Sale Bid Sheet (Exhibit A) between **May 5 – July 31, 2014**.

LOG SALES TERMINATION DATE: July 31, 2014
If stated log volume is not fulfilled by the contract end date due to unforeseen issues, the parties may agree upon an extension in writing.

GENERAL INFORMATION: Oregon State University, College of Forestry and College Forests ("OSU") is seeking responsive, responsible bidders to purchase logs of various estimated sizes and types as shown in Exhibit A.

It is the intent of OSU to sell all product categories either as a whole to one bidder or in portions to more than one bidder for the highest total selling price, adjusted for transportation and sorting costs. The bidder submitting the highest bid for each species or product category after subtracting transportation costs shall be the high bidder. The high bidder shall be hereinafter called "Purchaser".

OSU reserves the right to accept or reject any or all bids.

TERMS and CONDITIONS: To the extent not inconsistent with the additional terms and conditions set forth herein, the terms in the sample contract attached hereto (Exhibit B) shall govern this Notice of Log Sale and Invitation to Bid and subsequent contract(s).

Oregon Administrative Rules (OAR) 576-080-0005 to 576-080-0045 prohibits the export of unprocessed University logs or timber. (See Exh. D).

If the log sale is 1,000,000 BF or larger, Purchaser shall post a payment bond equal to twenty percent (20%) of the total value of products awarded to Purchaser by this sale. Payment bond may be in the form of cash, certified check, irrevocable letter of credit, or surety bond (utilizing the form attached hereto as Exhibit B, Attachment 2). Purchaser shall provide a payment bond to OSU at the contract signing and OSU will hold it for the duration of this Contract.

If Purchaser fails to take delivery of the logs in accordance with Delivery Schedule specified in Section 6 of the Contract, OSU may sell the remaining logs and retain the payment bond. In the event Purchaser or OSU is prevented by a cause or causes beyond the reasonable control of Purchaser or OSU from performing any obligation of this contract, such

nonperformance shall not be deemed to be a breach of this contract such as to render Purchaser or OSU liable in damages therefore or to give rise to the cancellation thereof; provided, that if and when such cause or causes shall cease to prevent such performance, Purchaser or OSU shall exercise all reasonable diligence to resume and complete performance of such obligation with the least possible delay. "Cause or causes beyond reasonable control," shall be defined as any one or more of the following causes affecting operations of Purchaser or OSU: fire or other casualties and accidents; strikes, riots, and civil commotions; war and acts of public enemies; storms, floods, and other unusual climatic conditions, including droughts and low humidity, or orders of duly constituted public authorities; acts of God, and other similar circumstances beyond the control of Purchaser or OSU.

All logs shall be scaled at Purchaser's expense by a Certified Bureau scaler from an acceptable Scaling Bureau. Purchaser shall scale logs for both gross and net volume using Scribner Decimal C rule. Purchaser shall designate on the certificate all logs by grade and a breakdown of any grade, if paid at more than one price. Purchaser shall send OSU a copy of each Bureau log scale ticket and the log truck load tickets on a weekly basis. Purchaser shall indicate on all scale tickets the log brand and any paint marking, as indicated on Purchaser's purchase order. OSU may require that special scaling instructions be used for logs sold to the Purchaser. If such instructions are used, OSU shall pay any additional cost for said instructions.

The Purchaser shall use the following payment schedule: Purchaser shall pay OSU by the tenth (10th) day and twenty fifth (25th) day of each month. Payment on the twenty fifth (25th) shall be for logs shipped from the first (1st) through the fifteenth (15th) of the month. The payment on the tenth (10th) shall be for logs shipped from the sixteenth (16th) through the last day of the preceding month. Payment must be in the form of a cashier's check or certified bank draft drawn on a bank licensed to do business in the State of Oregon or EFT. Make check payable to: OSU College Forests, College of Forestry, and submit to:

OSU College Forests
FOBC
154 Peavy Hall
Corvallis, OR 97331

Both parties shall use reasonable efforts to ensure an even flow of logs throughout the contract period.

BIDDING PROCESS:

All logs will be sold using the sealed bid method. The Log Sales Bid Sheet (Exhibit A) shall be used for this purpose. **All responsive bids shall include the completed Log Sales Bid Sheet (Exhibit A), Certifications (Exhibit C), and Certificate of Eligibility to Bid (Exhibit D).**

Bids shall be submitted in a sealed envelope and shall on its outside, identify the bidder and specify "Bean".

BID EVALUATION: For each sort or product category, the high bid per sort or product category shall be that bid which is greatest after subtracting transportation costs. If a tie bid occurs, OSU will award the Contract based on the order of precedence in OAR 580-061-0125.

INSTRUCTIONS TO BIDDERS: REQUEST FOR CLARIFICATION OR CHANGE:
Requests for clarification or change of the Invitation to Bid must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Invitation to Bid by issuing an Addendum. Envelopes, e-mails or faxes containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

ADDENDA:
Only documents issued as Written Addenda by PCMM serve to change the Invitation to Bid in any way. No other direction received by the Bidder, written or verbal, serves to change the Invitation to Bid. PCMM will notify potential Bidders through publication of the Addenda on the OUS procurement website. If you have received an Invitation to Bid you should consult the OUS procurement website, prior to Bid submittal, to assure that you have not missed any Addenda. Bidders are not required to return Addenda with their Bid. However, Bidders are responsible for obtaining and incorporating any changes made by the Addendum into their Bid. Failure to do so may, in effect, make the Bid non-Responsive, which may cause the Bid to be rejected.

PREPARATION AND SIGNATURE:
All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid.

PUBLIC RECORD:
Upon completion of the Invitation to Bid process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a "trade secret" the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

SUBMISSION:
Bids must be submitted in a sealed envelope and be delivered to the submittal location listed on the Invitation to Bid cover sheet no later than the Bid Due Date and Time. Bidder must specify on the outside of the envelope the Invitation to Bid number, the Invitation to Bid title and the

Bid Due Date and Time. **E-MAIL OR FACSIMILE BIDS WILL NOT BE ACCEPTED.**

MODIFICATION:

Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.

WITHDRAWALS:

A Bidder may withdraw their Bid by submitting a Written notice to the Administrative Contact identified in this Invitation to Bid prior to the Bid Due Date and Time. The Written notice must be on the Bidder's letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to OSU.

LATE SUBMITTALS:

Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. OSU may not accept or consider late Bids, modifications, or withdrawals except as permitted in OAR 580-061-0120.

BID OPENING:

Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids will be announced. No other information regarding the content of the Bids will be available.

BIDS ARE OFFERS:

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

CONTINGENT BIDS:

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

RIGHT TO REJECT:

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

AWARDS:

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

BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders. The Bid file will be available for Bidder's review during the protest period at the PCMM Department. Bidders must make an appointment with the Administrative Contact to view the Bid file. After the protest period, the file will be available by making a Public Records Request to OSU.

BID PREPARATION COST:

OSU is not liable for costs incurred by the Bidder during the Invitation to Bid process.

BID CANCELLATION:

If an Invitation to Bid is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an Invitation to Bid is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of OSU's permanent Bid file.

PROTEST OF PURCHASER SELECTION, CONTRACT AWARD:

Any Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Invitation to Bid number and title. The rules governing protests are at OAR 580-061-0145.

Exhibit A
LOG SALE BID SHEET
JF169476B
Bean

Species	Sort	Grade ¹	MBF	Bid Price	Total Bid	Destination
				\$/MBF	Total \$	
Douglas-fir	Domestic	Utility	Minimal			
Douglas-fir	Domestic	5"-7"	27			
Douglas-fir	Domestic	8"-11"	87			
Douglas-fir	Domestic	12"-19"	388			
Douglas-fir	Domestic	20"+	235			
Douglas-fir	Domestic	Pole 30'- 45'	10			
Douglas-fir	Domestic	Pole 50' - 65'	10			
Douglas-fir	Domestic	Pole 70'- 85'	23			
Douglas-fir	Domestic	Pole 90'- 100'	117			
Douglas-fir	Domestic	Pole 105'+	26			
Grand fir	Domestic	Utility	Minimal			
Grand fir	Domestic	5"-7"	Minimal			
Grand fir	Domestic	8"-11"	Minimal			
Grand fir	Domestic	12"-19"	18			
Grand fir	Domestic	20"+	10			
Live & Dead Sawlog Total			951		XXXXXX	XXXXXX

Original Sale volume was cruised in 2014. The volume will be available starting in May and continuing through July 2014.

**** DAILY SHIPMENT QUOTA'S, IF IMPOSED, MUST BE IDENTIFIED AT TIME OF BID ****

Delivery Quota: _____
 (If no quota – write NONE on the line above)

Signature of Purchaser's Representative: _____
 Date: _____

Company: _____

Address: _____

Telephone: _____

CERTIFICATION OF ELIGIBILITY TO BID MUST ACCOMPANY BID (SEE BIDDING PROCESS).

Deliver or Mail to: Oregon State University, Procurement, Contracts, and Materials Management (PCMM), Attn: Jim Figgins, 644 SW 13th St., Corvallis, OR 97333.

BIDS MUST INCLUDE A BID PRICE FOR ALL GRADES WITHIN A SPECIES CATEGORY. 4S AND UTILITY ARE REQUIRED BID ITEMS FOR FALL DOWN GRADING.

BIDS THAT DO NOT INCLUDE BID PRICE FOR ALL SPECIES AND LOTS LISTED WILL BE EVALUATED FOR THEIR VALUE TO OREGON STATE UNIVERSITY AND MAY BE REJECTED.

**EXHIBIT B
SAMPLE CONTRACT**

This Contract is between the Oregon State Board of Higher Education acting by and through Oregon State University (OSU) on behalf of its College of Forestry, and (Insert Purchaser Name).

WHEREAS, OSU competitively solicited for the sale of goods outlined in this Contract under Notice of Log Sale and Invitation to Bid number JF169476B and whereas Purchaser was selected as the Bidder best able to purchase the goods; and

WHEREAS, Purchaser understands the requirements for the sale outlined in this Contract, and is willing and able to purchase, in accordance with the terms of this Contract, the goods;

NOW, THEREFORE, OSU and Purchaser agree as follows:

1. CONTRACT TERM:

This Contract is effective on the date of last signature and expires upon Purchaser's final payment after OSU's final delivery of logs under this Contract.

2. DEFINITIONS:

As used in this Contract, the terms set forth below are defined as follows:

- a. "Contract" means only the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence:
This Contract; and the Solicitation Document and its Attachments and Addenda, if any
- b. "Department(s)" means OSU College of Forestry personnel authorized to request and approve work to be performed, and to review invoicing and authorize payments.
- c. "OAR" means the Oregon Administrative Rules;
- d. "ORS" means the Oregon Revised Statutes;
- e. "OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State University.
- f. "Purchaser" means a person or organization with whom OSU has contracted for the purchase of goods pursuant to this Contract;
- g. "Solicitation Document" means the Request for Proposals, or any other written document issued by OSU that outlines the required specifications necessary to submit a responsive quote, bid, proposal, or any other response.

3. PURCHASE SPECIFICATIONS:

This Contract is for the purchase of (Insert log type) harvested from the Bean Unit located in the Dunn Forest as shown in Attachment 2 of this Contract. Purchaser agrees to purchase all (Insert log type) harvested from this location, and it is within OSU's discretion to determine when this harvest is complete and when the final delivery will take place.

All logs shall be scaled at Purchaser's expense by a Certified Bureau scaler from an OSU-approved Scaling Bureau. Purchaser shall scale logs for both gross and net volume using the Scribner Decimal C rule. Purchaser shall designate on the Bureau log sale ticket all logs by grade and a breakdown of any grade, if paid at more than one price. Purchaser shall send Department a copy of each Bureau log scale ticket and the log truck load tickets on a weekly basis. Purchaser shall indicate on all scale tickets the log brand and any paint marking. Department may require that special scaling instructions be used for particular logs sold to the

Purchaser and Purchaser agrees to comply with those instructions. If such instructions are used, OSU shall pay any additional cost for said instructions. If Purchaser determines that following such instructions will result in increased costs, Purchaser shall provide Department with detail about those increased costs. If Department still requires Purchaser to follow such instructions, Department shall pay those increased costs which are reasonably consistent with the detail provided by Purchaser.

OSU does not guarantee the quality of any logs sold to Purchaser and makes no promises of any particular log quality, either in general or for any particular purpose. In addition, OSU does not guarantee or promise any particular amount of logs to be delivered to Purchaser from harvest area pursuant to this Contract. OSU will use reasonable efforts to attempt to meet purchaser's preferred length requirements.

4. PURCHASE PRICE:

To be completed after contract award

5. PAYMENT SCHEDULE:

Purchaser shall pay OSU by the tenth (10th) day and twenty fifth (25th) day of each month. Payment on the twenty fifth (25th) shall be for logs shipped from the first (1st) through the fifteenth (15th) of the month. The payment on the tenth (10th) shall be for logs shipped from the sixteenth (16th) through the last day of the preceding month. Payment must be in the form of a cashier's check or certified bank draft drawn on a bank licensed to do business in the State of Oregon or Electronic Funds Transfer (EFT). Payment will be payable to:

OSU College Forests
FOBC
154 Peavy Hall
Corvallis, Oregon 97331

6. DELIVERY SCHEDULE:

OSU shall deliver logs during the regular scheduled hours of the Purchaser's receiving area at (Insert receiving location). Both parties shall use reasonable efforts to ensure an even flow of logs throughout the Contract period, but Department retains the right to determine when to deliver shipments of logs. Purchaser agrees to accept all deliveries of logs pursuant to this Contract. Deliveries are FOB Destination. Unless modified by Department, Department's final delivery of logs will be no later than September 20, 2013.

7. CERTIFICATION OF DELIVERY DESTINATION:

OSU's performance under this this Contract is contingent on Purchaser providing OSU with a notification of the initial delivery destination of all logs or timber purchased under this Contract, pursuant to OAR 576-080-0030.

8. EXPORT RESTRICTIONS:

Purchaser agrees to comply with all requirements set forth by OAR 576-080-0005 to 576-080-0045. Prior to selling, trading, exchanging, or otherwise conveying University logs or timber to any other person, Purchaser shall obtain a certification of the person's eligibility to purchase University logs or timber, as well as the person's intent to comply with the terms and conditions contained in this section of the OARs. Certification will be made in a form and manner as prescribed by OSU and shall be forwarded to Department upon completion of the transaction. Obtaining certification shall not relieve the Purchaser's responsibility to provide Department with a notification of the delivery destination of that timber. Failure to provide OSU with a final accounting of the delivery destination of University logs or timber will be considered a violation of these export regulations

and Purchaser will be subject to the damages contained in OAR 576-080-0035 and 576-080-0045.

9. BOND REQUIREMENTS:

N/A

10. APPLICABLE LAW; JURISDICTION AND VENUE:

This Contract is governed and shall be construed in accordance with the laws of the State of Oregon, without resort to any other jurisdiction's conflict of law rules or doctrines. Any claim, action, or suit between OSU and Purchaser that arises out of or relates to performance of this Contract must be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon.

Notwithstanding the foregoing paragraph, if a claim must be brought in federal forum, it must be brought and adjudicated solely and exclusively in the United States District Court for the District of Oregon. This paragraph applies to a claim brought against OSU only to the extent Congress has validly abrogated OSU's sovereign immunity and is not consent by OSU to be sued in federal court. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.

Except as set forth in the paragraph above, the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

11. GENERAL TERMS AND CONDITIONS:

A. ASSIGNMENT/SUBCONTRACT/SUCCESSORS:

Purchaser shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the OSU Procurement and Contract Services Department, and any attempt by Purchaser to assign, sell, transfer, or subcontract rights or delegate responsibilities under this Contract, without first acquiring written approval of the OSU Procurement and Contract Services Department, is void. No such written approval from OSU relieves Purchaser of any obligations of this Contract, however, and any assignee, new owner, transferee or sub-Purchaser will be considered an agent of Purchaser. Purchaser shall remain liable to OSU under the Contract as if no such assignment, sale, transfer, or subcontract had occurred. The provisions of this Contract are binding upon and will inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

B. COMPLIANCE WITH APPLICABLE LAW:

1. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable policies of the Oregon University System and OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Purchaser agrees to comply with all applicable federal contracting statutes, regulations and policies.
2. Without limiting the generality of the foregoing, Purchaser expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance

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

C. CONFIDENTIALITY:

This Contract is subject to the limitations and conditions of the Oregon Public Records Law, ORS 192.410-192.505.

D. EXECUTION AND COUNTERPARTS:

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

E. FORCE MAJEURE:

Neither OSU nor Purchaser shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, OSU's or Purchaser's reasonable control. Purchaser shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

F. GOVERNMENT EMPLOYMENT STATUS:

Purchaser certifies that it is not currently employed by the federal government and not an employee of OSU.

G. INDEMNITY, RESPONSIBILITY FOR DAMAGES:

a. Purchaser shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any willful or negligent act or omission of Purchaser, its agents or employees under this Contract. Purchaser shall save, defend, indemnify, and hold harmless OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees from all claims, suits, and actions resulting from or arising out of the willful or negligent acts or omissions of Purchaser or its officers, agents, or employees acting under this Contract.

b. Purchaser shall have control of the defense of any claim that it is subject to provided that OSU may, at its election and expense, assume its own defense in the event that OSU determines that Purchaser is prohibited from defending the State of Oregon, or is not adequately defending the OSU's interests, or that an important governmental principle is at issue. Purchaser may settle any claim that is subject to a. without the prior written consent of OSU if such settlement is monetary only

and is fully covered by Purchaser's indemnification obligation. Any other settlement subject to a. requires OSU's prior written consent which shall not be unreasonably withheld.

H. INSURANCE:

Purchaser shall secure at its own expense and keep in effect during the term of this Contract general liability or professional liability insurance as deemed applicable by OSU with limits of not less than four million dollars (\$4,000,000) aggregate, unless otherwise specified in writing by OSU. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a rating of A or better, or as deemed acceptable by OSU. If requested, Purchaser shall provide proof of insurance of said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration commiserate with the statute of limitations for tort claims in Oregon.

I. NOTICE:

All notices or other communications under this Contract must be in writing and, unless otherwise expressly set forth in this Contract, shall be delivered in person, by email (and confirmed by mail), first class mail, fax (and confirmed by mail), registered or certified mail, or overnight delivery service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon only if it is sent to both the OSU Contract Administrator and the OSU Departmental Administrator.

OSU Contract Administrator
James Figgins
Procurement Analyst
OSU Procurement and Contract Office
644 SW 13th Street
Corvallis, OR 97333
(541) 737-6995
Fax: (541) 737-2170
James.figgins@oregonstate.edu

OSU Departmental Administrator
Brent Klumph
Timber Program Manager
OSU College Forests
8692 Peavy Arboretum Road
Corvallis, Oregon 97330
(541) 737-6594
(541) 979-4254 (cell)
brent.klumph@oregonstate.edu

PURCHASER Contract Administrator

TBD

J. OSU NAME AND TRADEMARK:

Purchaser shall not use names, marks or trademarks identifying OSU, or any department or office of OSU, or in any other way identify OSU without prior written approval from OSU's Office of University Advancement.

K. REMEDIES FOR PURCHASER'S DEFAULT:

In the event Purchaser is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Purchaser to correct any defects without charge, (c) negotiation with Purchaser to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Purchaser has failed to deliver within any scheduled completion dates or has performed inadequately or defectively,

(f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

L. SEVERABILITY:

The invalidity, illegality or enforceability of any provision of this Contract shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain in full force and effect and shall be liberally construed in order to effectuate the purpose and intent of this Contract.

M. SURVIVAL:

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

N. TERMINATION:

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

OSU may also terminate this Contract at any time by written notice for default (including breach of contract) if (a) Purchaser fails to timely provide services or materials called for by this Contract; or (b) Purchaser fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms and conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

O. NO THIRD PARTY BENEFICIARY:

OSU and Purchaser are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties.

P. WAIVER:

Failure of OSU to enforce any provision of this Contract will not constitute a waiver or relinquishment by OSU of the right to such performance in the future nor of the right to enforce any other provision of this Contract. The parties may waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. ANY SUCH CONSENT OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

Q. MERGER:

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT IS BINDING UNLESS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND.

R. CERTIFICATIONS AND SIGNATURES:

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

Pursuant to OAR 576-080-0010, Purchaser certifies the following:

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

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

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

PURCHASER:

Signature: _____ Date: _____

By: _____

Title: _____

OSU:

Signature: _____ Date: _____

By: _____

Title: _____

Attachment 1

OSU TIMBER SALE

TIMBER Payment BOND

NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____

of _____, hereinafter called the principal,

and _____,

a corporation organized and existing under the laws of the State of _____, hereinafter called the surety, are held and firmly bound unto the State of Oregon, hereinafter called the obligee, in the sum of _____ dollars, lawful money of the United States of America, for the payment whereof to the obligee the principal binds itself, its heirs, executors, administrators, successors, and assigns, and the surety binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20__.

WHEREAS, the principal and the obligee have entered into a certain written contract covering _____, a _____ which contract is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the principal shall make payments to Oregon State University, as provided in the contracts, or any lawful extensions thereof, of the amounts due for twenty-percent (20%) of the total value of the timber products awarded to the principal, then this obligation shall be void; otherwise, it shall remain in force.

IN WITNESS WHEREOF, the principal and the surety have caused these presents to be executed on the date first hereinabove mentioned.

(Seal)

PRINCIPAL: (above named)

Attest:

Signature: _____

Address: _____

Countersigned:
Requested by obligee
Firm Name:

SURETY: (above named) (Seal)

By _____
Resident Agent

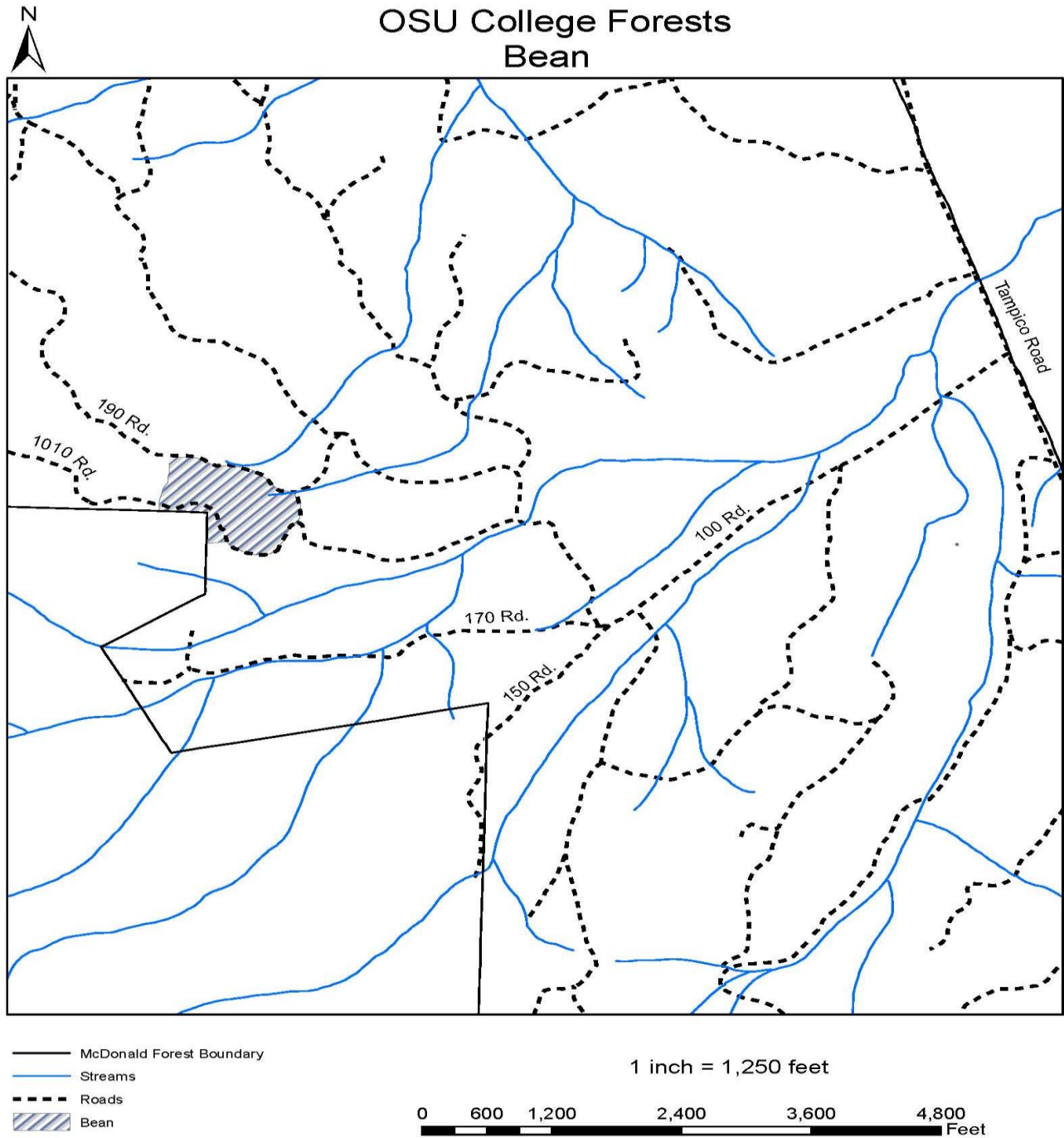
By _____
Attorney in Fact

Address:

Address:

Attachment 2

Unit Maps



OSU College Forests Bean

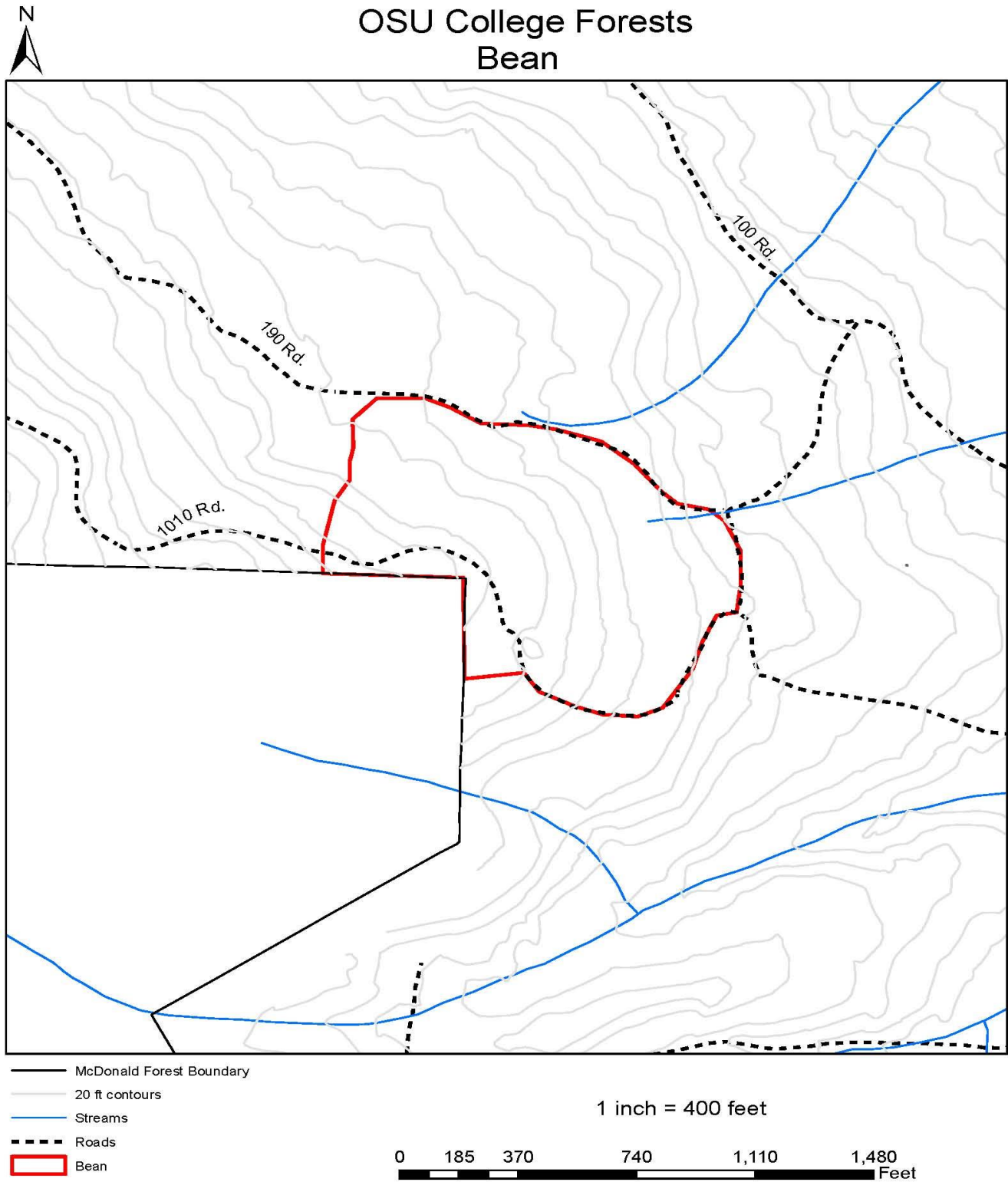


EXHIBIT C

CERTIFICATIONS

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

SECTION I. OREGON TAX LAWS

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

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

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

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Bidder is awarded a contract from this Invitation to Bid, Bidder hereby (check one)

- agrees
- disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

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

Title: _____ Fax:(_____)_____

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

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

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

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

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

EXHIBIT D

**CERTIFICATION OF ELIGIBILITY
TO BID ON UNIVERSITY TIMBER AND LOGS**

_____ hereby certifies that it:

(a) Will not export directly or indirectly the unprocessed University timber or logs which are the subject of this transaction;

(b) Will not sell, transfer, exchange or otherwise convey the unprocessed timber or logs which are the subject of this transaction to any other person without first obtaining a certification from that person which meets the requirements of OAR 576-80-030.

(c) Is not prohibited by OAR's 576-80-0005 through 0045 from bidding for University timber or logs.

(d) Understands that falsely entering into this certification is a violation of the Forest Conservation and Shortage Relief Act of 1990 and OAR Chapter 576, Division 80, and is subject to any and all damages contained therein.

(e) Has not exported directly or indirectly unprocessed logs or timber from private lands in Oregon for a period not less than 24 months prior to the date of submission of this bid.

Signed

Title

Date

[NOTE: For the purpose of this form, the definition of unprocessed logs or timber is the same as in OAR 576-80-0005]

EXHIBIT E
LOG EXPORT RULES

576-080-0005

Definitions

- (1) "Export" means that unprocessed timber is loaded on a vessel or other conveyance with a foreign destination or is present at a facility such as a port or dock with intent to load it on a vessel or other conveyance with a foreign destination.
- (2) "Performance Bond" means the security required by a log or timber purchase contract which ensures satisfactory performance of contract requirements by the purchaser. A performance bond may be in the form of a surety bond, cash, negotiable securities, irrevocable letter of credit, or an assignment of surety.
- (3) "Person" means an individual, a partnership, a public or private corporation, an unincorporated association, or any other legal entity. The term includes any subsidiary sub-purchaser, parent company or other affiliate. Business entities are considered affiliates when one controls or has the power to control the other or when both are controlled directly or indirectly by a third person.
- (4) "Private Lands" means lands within the State of Oregon owned by a person. The term does not include federal lands or non-federal public lands, or any lands the title to which is:
 - (a) Held in trust by the United States for the benefit of any Indian tribe or individual;
 - (b) Held by any Indian tribe or individual subject to a restriction by the United States against alienation; or
 - (c) Held by any Native Corporation as defined in Section 3 of the Alaska Native Claims Settlement Act (43 U.S.C. 1602).
- (5) "Purchaser" means a person who has entered into a log or timber purchase contract with the University.
- (6) "University Lands" means lands owned by the State of Oregon, acting by and through the State Board of Higher Education on behalf of Oregon State University, or any lands leased to or managed by the University.
- (7) "University Logs or Timber" means any timber owned by the State of Oregon, acting by and through the State Board of Higher Education on behalf of Oregon State University, or any timber leased to or managed by the University.
- (8) "University Log or Timber Purchase Contract" means any logs or timber under contract with the University which are owned by the State of Oregon, acting by and through the State Board of Higher Education on behalf of Oregon State University, or any logs or timber under contract with the University.
- (9) "Unprocessed Logs or Timber" means trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use. The term does not include timber processed into any one of the following:
 - (a) Lumber or construction timbers, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list grades, sawn on four sides, not intended for remanufacture;
 - (b) Lumber, construction timbers, or cants for remanufacture, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list clear grades, sawn on four sides, not to exceed 12 inches (nominal) in thickness;
 - (c) Lumber, construction timbers, or cants for remanufacture, that do not meet the grades referred to in subsection (b) of this section and are sawn on four sides, with wane less than 1/4 of any face, not exceeding 8-3/4 inches in thickness;
 - (d) Chips, pulp, or pulp products;
 - (e) Veneer or plywood;
 - (f) Poles, posts, or piling cut or treated with preservatives for use as such;
 - (g) Shakes or shingles;
 - (h) Pulpwood bolts, not exceeding 100 inches in length, exported for processing into pulp;
 - (i) Pulp logs or cull logs processed at domestic pulp mills, domestic chip plants, or other domestic operations for the purpose of conversion of the logs into chips;
 - (j) Firewood cut in pieces 48 inches or less in length.

576-080-0010

Criteria for Eligibility to Bid on University Log or Timber Purchase Contracts

(1) In addition to all other requirements of law, any person submitting a bid for the purchase of University logs or timber must certify, in a form and manner specified by the University that:

(a) The person will not export directly or indirectly unprocessed University logs or timber; and

(b) The person:

(A) Has not exported directly or indirectly unprocessed logs or timber originating from private lands in Oregon since September 10, 1990, except to meet contractual obligations made prior to September 10, 1990 and that those contractual obligations will be completed on or before September 1, 1991; or

(B) Has not unless exempted by section (2) of this rule, exported unprocessed timber from private lands in Oregon for a period not less than 24 months prior to the date of submission of the bid.

(c) The person will not sell, transfer, exchange or otherwise convey unprocessed University logs or timber to any other person without obtaining a certification from the person that meets the requirements of OAR 576-080-0030.

(2) The University may waive the 24 month requirement contained in paragraph (1)(b)(B) of this rule if:

(a) Prior to September 1, 1991 the person certifies to the University they will cease exporting unprocessed timber originating from private lands in Oregon no later than one-year from the date of said certification; and

(b) They cease all exporting of unprocessed timber originating from private lands in Oregon within the one-year period stated in the certification; and

(c) If the person ceases exporting activities as stated in their certification, the person will then become eligible to submit a bid for the purchase of University logs or timber provided they complete the certification required by section (2) of this rule.

576-080-0015

Prohibition Against Indirect Substitution

In addition to all other requirements of law, no person who is prohibited from purchasing timber directly from the University may purchase University logs or timber from any other person. Acquisitions of Western Red Cedar which are domestically processed into finished products to be sold into domestic or international markets are exempt from the prohibition contained in this rule.

576-080-0020

Applicable State Timber

All unprocessed logs or timber, as defined in OAR 576-080-0005, which originate from University lands are prohibited from export.

576-080-0025

Surplus Timber

The prohibitions against export contained in OAR 576-080-0005 to 576-080-0045 shall not apply to specific quantities of grades and species of unprocessed logs or timber originating from University lands which the United States Secretary of Agriculture or Interior has determined by rule to be surplus to the needs of timber manufacturing facilities in the United States.

576-080-0030

Reporting Requirements

(1) Before the University will issue final acceptance of logs or timber purchase contract requirements, a purchaser of University logs or timber must:

(a) Notify the University of the initial delivery destination of all logs or timber purchased under that contract. Notification will be made in a form and manner prescribed by the University;

(b) Prior to selling, trading, exchanging, or otherwise conveying University logs or timber to any other person, the purchaser of University logs or timber shall obtain a certification of the person's eligibility to purchase University logs or timber, and their intent to comply with the terms and conditions contained in this section. Certification will be made in a form and manner as prescribed by the University and shall be forwarded to the University upon completion of the transaction. Obtaining certification shall not relieve the purchaser's responsibility to provide the University with an accounting of the delivery destination of that timber.

(2) Any performance bond required by a University log or timber purchase contract may be retained by the University until satisfactory notification of University log or timber delivery destination has been received by the University.

(3) Failure to provide the Dean with a final accounting of the delivery destination of OSU logs will be considered a violation of these export regulations. Violators will be subject to the damages contained in OAR 576-080-0035.

576-080-0035

Purchaser Disqualification and Termination of Contracts

(1) The University shall keep a record of any person who violates the requirements of OAR 576-080-0005 to 576-080-0040.

(2) A person whose name appears on the record for violations as stated in section (1) of this rule, and who again violates the requirements of OAR 576-080-0005 to 576-080-0040 shall be disqualified from bidding on or purchasing University logs or timber for a period of five years following the date of the violation. Any appeals of disqualification shall be handled as provided in ORS 279.045.

(3) The University may cease operations on and/or terminate any University log or timber purchase contract entered into with a person who has violated the requirements of OAR 576-080-0005 to 576-080-0040, and assess damages according to the following formula:

$$D = (OSV+AC) - (PR+RSV)$$

where:

(a) D = Damages and Expenses;

(b) OSV = Original Sale Value of logs or timber contained in the purchase. The original sale value shall be adjusted to reflect estimated overruns or underruns on recovery sales;

(c) AC = Administrative Costs. These costs include both the field and office costs required for the preparation of the defaulted logs or timber for resale. These costs also include rehabilitation or regeneration delay costs, legal service costs, interest, and other costs allowed by law;

(d) PR = Payments Received;

(e) RSV = Remaining Sale Value. The value of the remaining logs or timber shall be determined using the University's estimate of remaining volume, multiplied by the dollar values stated in the contract.

576-080-0040

Log Branding and Marking Requirements

(1) All University logs or timber originating from University log or timber sales shall be branded with an assigned and registered brand before removal from the sale area. Unless prevented by the size or condition of the wood, one end of all logs originating from University log or timber sales shall be hammer branded and painted with a paint type and color determined by the University.

(2) If properly marked University logs or timber are subdivided into smaller pieces for any other purpose than immediate processing, each piece must be branded with a brand specifically used for this purpose and signifying the unprocessed logs or timber are University logs or timber ineligible for export. The University's export restriction branding hammers can be obtained from the University, at cost, upon request.

576-080-0045

Enforcement

Any investigation of suspected violations of these rules and/or surveillance of unprocessed timber in transit and at port facilities may be conducted by the University, or contracted by the University to other state or federal agencies. Any alleged violations of the export prohibition provisions of this section will be referred by the University to the appropriate federal or state agency for prosecution or other legal action.