

NOTICE OF LOG SALE AND INVITATION TO BID
JF159352B

SALE NAME: Summer 2012 Log Sale

BID CLOSING DATE/TIME: May 30, 2012 12:00 PM PST

LOCATION: Oregon State University
College of Forestry
College Forest Field Office
8692 Peavy Arboretum Road
Corvallis, OR 97330-9328

SUBMITTAL LOCATION: Oregon State University
Procurement and Contract Services (PaCS)
Attn: James Figgins
644 SW 13th St.
Corvallis, OR 97333

SHOW-ME TRIP DATE: N/A

CONTACT FOR INFORMATION: Jeff Wimer , 541-737-5044, Jeffrey.Wimer@oregonstate.edu

SALE ACCESS: See location map for exact location of harvest area, Attachment D. The area is on the Dunn Forest, Oregon State University College Forests, behind a locked gate.

MAPS: The Summer 2012 Log Sale Area Maps are included.

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. "Attachments" means those documents which are attached to and incorporated as part of the Invitation to Bid.
- c. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
- d. "Bidder" means an entity that submits a Bid in response to an Invitation to Bid.
- e. "Bid Due Date and Time" means the date and time specified in the Invitation to Bid as the deadline for submitting Bids.
- 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 (Attachment B) between late June and continuing thru September.

LOG SALES

TERMINATION DATE:

September 30, 2012

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 type. Estimated log volumes, sorts, and grades are shown on the attached LOG SALE BID SHEET by species (Attachment B). Cruise estimates and volume calculations were performed by a third-party forestry consulting firm. Cruise summary sheets are available for inspection at the College Forests field office.

OSU or its designated agent will perform all loading and hauling.

OSU makes no guarantee as to the quantity, quality, or value of the logs to be sold. However, OSU will use reasonable efforts to attempt to meet purchaser's preferred length requirements.

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 following terms and conditions "Oregon State University Standard Terms and Conditions for

Goods”, (Attachment A) shall govern this Notice of Log Sale and Invitation to Bid and subsequent contract(s).

In addition, Oregon Administrative Rules (OAR) 576-080-0005 to 576-080-0045 prohibit the export of unprocessed University logs or timber. 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 OSU and shall be forwarded to OSU upon completion of the transaction. Obtaining certification shall not relieve the Purchaser’s responsibility to provide OSU with an accounting of the delivery destination of that timber. Failure to provide the respective OSU Forestry department with a final accounting of the delivery destination of University logs or timber will be considered a violation of these export regulations. Violators will be subject to the penalties contained in OAR 576-080-0035 and 576-080-0045.

If Purchaser fails to take delivery of the logs by the termination date, 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 therefor 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. Make check payable to: OSU College Forests, College of Forestry, and submit to:

OSU College Forests
FOBC
154 Peavy Hall
Corvallis, OR 97331

Log deliveries shall take place during the regular scheduled hours of the Purchaser's receiving area, Monday through Friday. No movement of logs shall be allowed on weekends or State-observed legal holidays, unless approved in advance in writing by OSU. Both parties shall use reasonable efforts to ensure an even flow of logs throughout the contract period.

BIDDING PROCESS/SUBMITTALS:

All logs will be sold using the sealed bid method. The Log Sales Bid Sheet (Attachment B) shall be used for this purpose. All responsive bids shall include the completed Log Sales Bid Sheet (Attachment B), and Certifications (Attachment C). OSU will not accept bid forms which are incorrectly completed.

Bids shall be submitted in a sealed envelope and shall on its outside, identify the bidder and specify "Summer 2012 Log Sale."

No oral, telegraphic, or telephonic bids will be considered. Modifications to sealed bids may be made prior to the time specified for bid opening. Such modifications shall be made in writing, signed by the person entering the original bid, and submitted in a sealed envelope. The sealed envelope shall, on its outside, identify the bidder and that it is a modification to a

previously made bid.

BID EVALUATION:

All sort categories shown on the Log Sales Bid Sheet (Attachment B) will be sold domestically and are a part of this log sale. Bid values will be determined by multiplying the bidder price per Mbf by the volume for each sort classification. The destination of all sorts or product categories bid upon must be specified. Prospective purchasers must submit bids for all grades within a species category, including those without specified volume. If zero value is bid for a line item within a species, said item will not be evaluated for that bidder.

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.

MINIMUM PRICE:

The aggregate of all bid items accepted from successful bidders will be no less than 90 percent (90%) of the most current quarter of Oregon Department of Forestry Log Prices Region 1, Northwest Oregon and Willamette, Domestically Processed Logs (Delivered to a mill, “pond value”).

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 PaCS 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. PaCS 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 Attachments 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 Attachments, 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 Attachments, or Addenda.

RIGHT TO REJECT:

OSU may reject, in whole or in part, any Bid not in compliance with the Invitation to Bid, Attachments, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Bids for good cause, 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.

LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this Invitation to Bid, the Contract may be reviewed for legal sufficiency by a

qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal sufficiency review may result in changes to the terms and conditions specified in the Invitation to Bid, Attachments, and Addenda.

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 PaCS 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.

**ATTACHMENT A – JF159352B
OSU TERMS AND CONDITIONS**

1. 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:
 - i. The Solicitation Document and its Attachments and Addenda, if any; and
 - ii. The Purchase Order Issued by OSU
- b. "Purchaser" means a person or organization with whom OSU has contracted for the provision of goods pursuant to this Contract;
- c. "Purchaser Intellectual Property" means any intellectual property owned by Purchaser and developed independently from Purchaser's performance of this Contract;
- d. "OAR" means the Oregon Administrative Rules;
- e. "ORS" means the Oregon Revised Statutes;
- f. "OSU" means the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon State University.
- g. "Solicitation Document" means the Request for Quotes, Invitation to Bid, 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;

2. ACCESS TO RECORDS:

Purchaser shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. OSU, the Oregon State Board of Higher Education, Oregon Secretary of State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Purchaser which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Purchaser shall maintain such books and records for OSU's review for at least six years beyond the Term of the Contract unless OSU authorizes a shorter period in writing. Purchaser shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU.

3. AFFIRMATIVE ACTION:

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.

4. APPLICABLE LAW; JURISDICTION AND VENUE:

- a. 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 Marion County, for the State of Oregon.
- b. 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.
- c. 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.

5. 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 subpurchaser 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.

6. COMPLIANCE WITH APPLICABLE LAW:

Purchaser shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. 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) Sections 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) all regulations and administrative rules established pursuant to the foregoing laws; and (x) 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.

7. CONFIDENTIALITY:

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

8. 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.

9. GOVERNMENT EMPLOYMENT STATUS:

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

10. 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 subpurchasers, 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 subpurchasers, officers, agents, or employees acting under this Contract.

b. Without limiting the generality of this section a., Purchaser expressly agrees to defend, indemnify, and hold OSU, the Oregon State Board of Higher Education, the State of Oregon and their agencies, subdivisions, officers, directors, agents, members, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses and damages arising out of or related to any claims that the services or any other tangible or intangible goods delivered to OSU by Purchaser that may be the subject of protection under any state or federal intellectual property law or doctrine, or OSU's use thereof infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that OSU shall provide Purchaser with prompt written notice of any infringement claim.

c. Purchaser shall have control of the defense and settlement of any claim that is subject to a. or b.; however, neither Purchaser nor any attorney engaged by Purchaser shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Purchaser settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines

that Purchaser is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

11. 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.

12. NOTICE:

Unless otherwise specified, any notice pursuant to this Contract shall be validly given if in writing and delivered to the other party via e-mail, fax, or by registered or certified mail, postage prepaid, to the respective addressees of Purchaser and OSU.

13. OSU NAME AND TRADEMARK:

Purchaser's 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.

14. RETIREMENT SYSTEM STATUS:

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.

15. 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.

16. SEXUAL HARASSMENT:

The State Board of Higher Education has adopted polices applicable to Purchasers that prohibit sexual harassment, and Purchaser's company and employees are required to adhere to OSU's policy prohibiting sexual harassment in their interactions with members of the OSU community.

17. 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.

18. TAX COMPLIANCE CERTIFICATION:

Purchaser certifies under penalty of perjury 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.

19. TERMINATION:

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. 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 sufficient legislative appropriations (or from applicable federal, state, or other sources) to permit OSU, in the exercise of its reasonable

administrative discretion, to fulfill its obligations under this Contract, or if the OSU program for which this Contract was executed is abolished. This Contract may also be terminated by OSU 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. The rights and remedies of OSU provided in the above clause related to defaults (including breach of contract) by Purchaser shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

20. 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.

21. 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.

22. WORKERS' COMPENSATION:

The Purchaser, its subpurchasers, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

23. 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 SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

ATTACHMENT B

LOG SALE BID SHEET JF159352B Summer 2012

Species	Saw Log	Volume/Grade	Buyer Bid Price	Buyer Total Bid	Destination	
	Sort	Grade ¹	Mbf	\$/Mbf	\$	
Douglas-fir	Domestic	2S	81			
Douglas-fir	Domestic	OS 2S	24			
Douglas-fir	Domestic	3S	51			
Douglas-fir	Domestic	OS 3S				
Douglas-fir	Domestic	4S	19			
Douglas-fir	Domestic	Utility	Incidental Amount			
Grand fir	Domestic	2S	80			
Grand fir	Domestic	OS 2S	5			
Grand fir	Domestic	3S	44			
Grand fir	Domestic	4S	6			
Grand fir	Domestic	Utility	Incidental Amount			
Live & Dead Sawlog Total			310	XXXXXX	XXXXXXXXXX	XXXXXXXXXXXXXX

1/ OS= Oversize logs greater than 24 inch diameter outside bark large end.

Area volume was cruised at 38 mbf / acre on 5 acres and 17 mbf / acre on 10 acres in 2011. Volume sold is approximate. The volume will be available starting in early June and continuing through September.

Signature of Purchaser's Representative: _____ Date: _____

Company: _____

Address: _____

Telephone: _____

Deliver or Mail to: Oregon State University, Procurement and Contract Services (PaCS), Attn: James 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.

ATTACHMENT 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 Attachments 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):

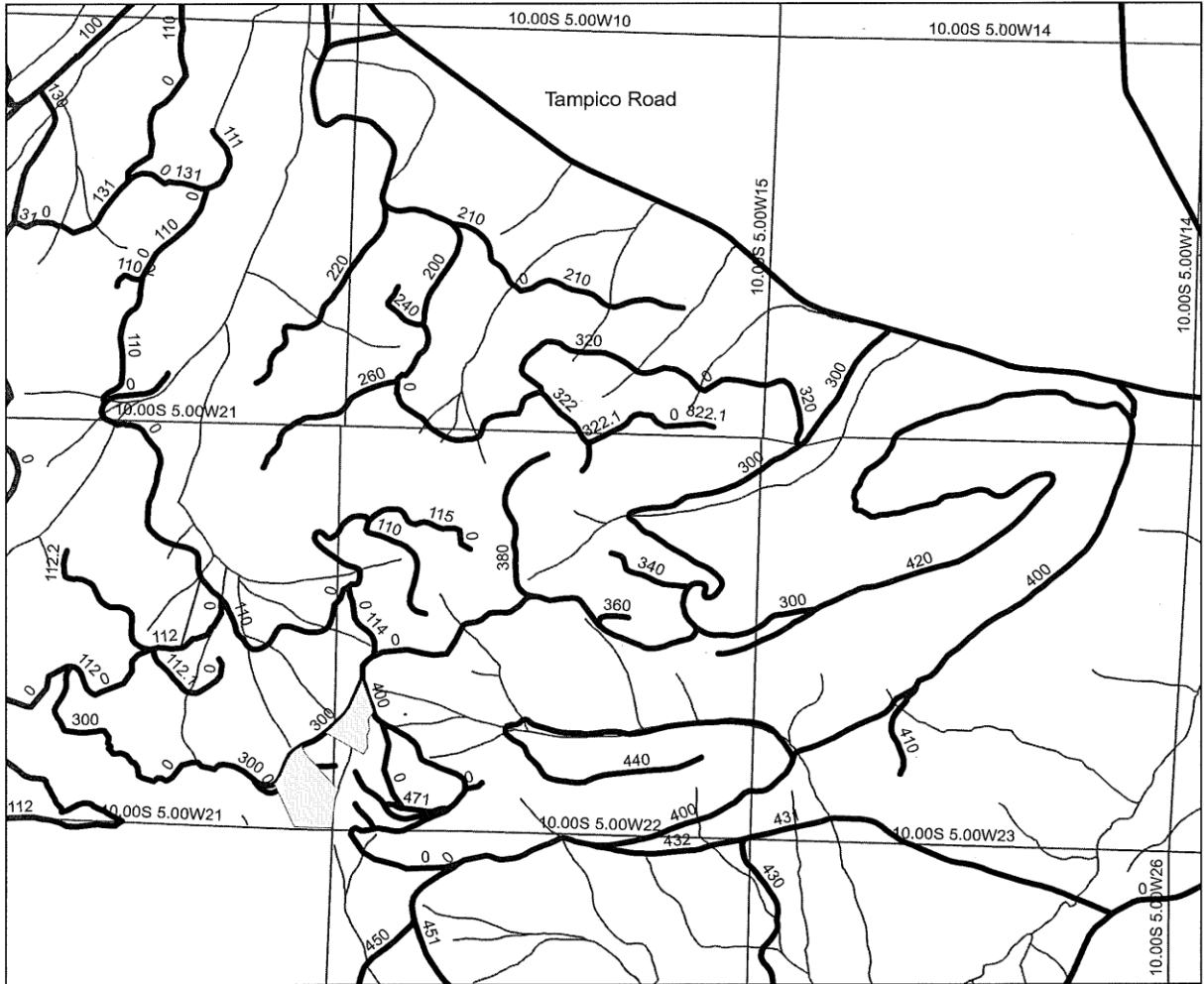
- Corporation Partnership LLC Sole Proprietorship Non-Profit

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

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

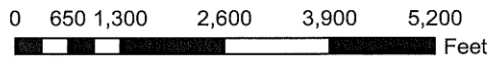
ATTACHMENT D

Student Logging Training Program Summer '12 Unit 15 Acres

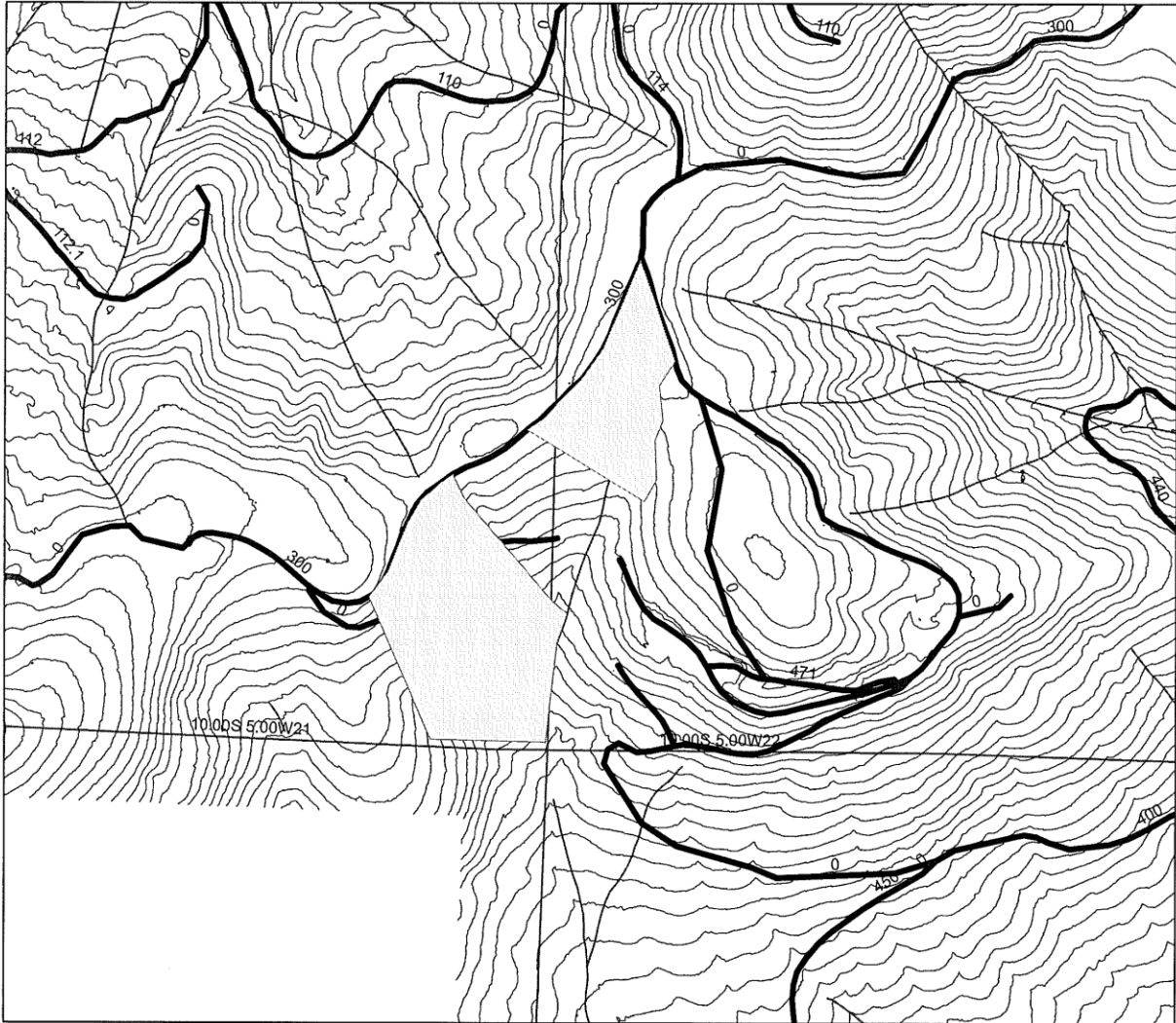


Legend


- Summer 12
- roads_2006
- streams_mcdunn




Student Logging Training Program
Summer '12 Unit
15 Acres



Legend

 Summer 12

 roads_2006

 streams_mcdunn

