

**Josephine County  
Forestry Department**

**INSTRUCTIONS TO BIDDERS**

**NOTE:** Each bidder must include with their bids the required Certification of Eligibility form and the required bid deposit. The Certification of Eligibility form must be signed by an authorized company representative. This form is available at the Forestry Department or on website.

1. **Sealed Bids:** Bids submitted in sealed standard letter size envelope clearly marked with **TS name, number, date and time of bid and bidders name.** The minimum bid for the bid species will be as specified in the Timber Sale Prospectus. Bids will be received only for the designated bid species. All other species will be paid for as advertised. High bidder will be determined by multiplying bid price per thousand board feet by Forestry Department estimates of volume for bid species.
2. **Certification of Eligibility:** Each bid must have a signed Certification of Eligibility form prior to the sale. This form is provided in the Timber Sale Prospectus, online or is available at the Forestry Department office.
3. **Classifications of Bidder:** A bidder for sale of timber, must be an individual who is a citizen of the United States; a partnership composed wholly of such citizens; or a corporation authorized to transact business in Oregon.
4. **Bid Form:** The Bid Form is included in the Timber Sale Prospectus. The bid form will include the price per thousand board feet for bid species. Purchaser shall be liable for purchase price of all merchantable timber sold under the contract, even though all of such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in the contract.
5. **Bid Deposit:** All bidders must enclose with their bids a deposit of not less than the amount specified in the Notice of Timber Sale. Deposits may be made in the form of money order, cashier's check, bank draft, or certified check, made payable to the **Josephine County Board of County Commissioners**; or bid bonds of a corporate surety shown on the approved list of Oregon Insurance Commissioner. **Personal checks and cash will not be accepted.** Upon conclusion of the bidding, the bid deposit of the high bidder will be retained until contract is fully executed. All other bid deposits will be returned, picked up and/or mailed back to the bidder after conclusion of sale.
6. **Award of Contract:** Josephine County may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligations of the contract. The contract will be awarded to high bidder, unless the bidder is not qualified or responsible, or may be offered and awarded to the highest of bidders who is qualified, responsible, and willing to accept the contract. In the event of a tie, the high bidders, if otherwise acceptable to the County, will be asked to flip a coin to decide the winning bidder. If that is not convenient to the parties, the County will decide the matter on its own with a coin toss.
7. **Timber Sale Contract:** The form of the timber sale contract to be executed by the purchaser has been prepared by Josephine County and may be examined in the Josephine County Forestry office or online.
8. **Performance Bond:** A performance bond in the amount of not less than 20% of the total purchase price will be required. The performance bond may be a bond of a corporate surety shown on the approved list of the Oregon Insurance Commission and executed on a standard form; personal surety bond executed on an approved standard form, if Josephine County determines principals and bondsmen are capable of carrying out the terms of the contract; or cash bond.

9. **Liquidated Damages:** On or before the date specified on the Timber Sale Bid form, the successful bidder shall sign the contract and return it to Josephine County, together with the required bond, any required payment, and the required Certificates of Insurance. If the successful bidder fails to comply within the stipulated time, the bid deposit shall be retained by County as liquidated damages.
10. **Thirty Day Sales:** If no bid is received within the time specified in the advertisement of sale and if Josephine County determines that there has been no significant rise in the market value of the timber, it may, in its discretion, keep the sale open for not more than 30 days.
11. **Log Export:** The Federal Forest Resources Conservation and Shortage Relief Act of 1990 and Oregon Revised Statutes 526.801 to 526.831 and 526.992 prohibit the export of unprocessed timber from this timber sale. Bidders must comply with these requirements in disposing of all timber from this sale.

“Unprocessed timber” means trees or portions of trees or other round wood not processed to standards and specifications suitable for end product use. See ORS 526.801. Bidders must certify to the following:

- 11.1 The bidder will not export directly or indirectly unprocessed public timber;
  - 11.2 The bidder will not sell, transfer, exchange, or otherwise convey unprocessed public timber to any other person without obtaining a certification from the person of the person’s intent to comply with ORS 526.801 to 526.831 and 526.992.
  - 11.3 Unless exempted by rule of a public agency, the bidder has not exported unprocessed timber from private lands in Oregon for a period of not less than 24 months prior to the date of submission of the bid.
  - 11.4 Special reporting, branding, and painting of logs may be included in the provisions of the contract.
12. **Detailed Information:** Detailed information concerning contract provisions, tract location maps, and access conditions may be obtained from the Josephine County Forestry Department, 125 Ringuette Street, Grants Pass, Oregon 97527 or online at: <https://go.usa.gov/xs5sY>. All persons interested in bidding on timber listed on the Notice of Timber Sale are encouraged to familiarize themselves with all such detailed information.
  13. **Reservation of Rights:** The County reserves the rights: a) to amend this invitation to bid; b) to extend the deadline for submitting bids; c) to waive minor irregularities, informalities, or failures to conform to this invitation to bid if the County determines that such waiver is in the best interest of the County; d) to award one or more contracts, by item or task, or groups of items or tasks, if multiple awards are determined by the County to be in the public interest; and e) to reject, for any reason and without liability therefor, any and all bids and to cancel this procurement at any time, in accordance with ORS 279B.100, if such cancellation is deemed to be in the best interest of the County.