Hood River County Forestry Department

918 18th Street, Hood River, OR 97031

Douglas M. Thiesies, County Forest Manager
TEL (541) 387-6888

TO: PROSPECTIVE HOOD RIVER COUNTY TIMBER SALE PURCHASERS

SUBJECT: REQUIRED CERTIFICATION OF ELIGIBILITY TO BID ON COUNTY TIMBER SALES

Attached are three documents:

Instruction to Bidders
Certification of Eligibility to Bid
Ordinance #363

The Certification of Eligibility to Bid must be completed and returned to Hood River County Forestry Department, 918 18th Street, Hood River, OR 97031. This document must be on file with the Forestry Department (7) seven days before you or your company will be placed on the Eligible Bidder List and qualify to bid on the next upcoming timber sale.

A sample copy of our Timber Sale Contract and Timber Sale Prospectus may be forwarded to you upon request.

Thank you for your interest in our Timber Sale program. If you have any questions, please call.

Sincerely,

Douglas M. Thiesies
County Forest Manager

HOOD RIVER COUNTY
FORESTRY DEPARTMENT
INSTRUCTION TO BIDDERS
FOR TIMBER SALES

It is the Bidders responsibility to review and become familiar with the sale area and all provisions of the Timber Sale Contract to be awarded. All inquiries relating to any timber sale and the Timber Sale Contract, must be directed to the Hood River County Forestry Department, 918 18th St., Hood River, Oregon, 97031, telephone (541) 387-6888.

1. Bidder Qualifications:
   a. Only those persons and/or entities registered as qualified bidders with the Hood River County Forestry Department (County) shall be eligible to bid on the timber sale.
   b. All bidders must be able to furnish satisfactory Bid Guarantees in the amount specified in the Bid Form and Payment and Performance Guarantees in an amount equal to one hundred (100%) percent of the awarded Timber Sale Contract Value.

2. Preparation of Bids:
   a. Before submitting a bid, bidders shall carefully examine these instructions, Timber Sale Bid Form, Timber Sale Prospectus, Timber Sale Map, Vicinity Map, Timber Sale Contract and when applicable all other Timber Sale Contract related documents such as Written Plans. It is the bidders responsibility to visit the sites and areas of the timber sale and to fully inform themselves as to all existing locations, conditions, limitations, volumes, qualities and quantities of the sale.
   b. Bidders shall include in their bids a sum to cover the cost of all items included in the work and shall rely on their own examination in making their bids. After the contract is awarded, no allowance will be made for changes in work scope or price that would have been apparent by the foregoing examination.
   c. By submitting a bid, bidders shall be held to represent that they have made the foregoing examination in complete detail and have determined beyond a doubt the information provided within the Timber Sale Prospectus is sufficient, adequate and satisfactory for the work under the proposed Timber Sale Contract.
   d. Should bidders find discrepancies in, omissions from or unclear information within the provided documents, they should at once notify the County Forester in writing who will send a written instruction in the form of an addendum to all bidders. The County will not be responsible for any oral instructions given. Questions received less than twenty-four (24) hours before bid opening cannot be answered unless the County deems it to be in the best interest of the County.

3. Timber Sale Bid Form:
   Excepting informalities, bids must be prepared and submitted in the following manner:
   a. Made upon the appropriate Timber Sale Bid Form. The Timber Sale Bid Form shall be provided to all registered bidders upon request made to the County. All numbers shall be clearly and legibly stated in writing. Signatures shall be longhand, not typed or stamped.
   b. The Bid Price, shall be filled in the space provided on the Timber Sale Bid Form.
   c. The bid shall be submitted in a sealed envelope, marked "Bid for *'Name of sale'* Timber Sale". Bidder's name shall appear on the outside of this sealed envelope. All bids are to be delivered to the Hood River County Forestry Department, 918 18th St., Hood River, OR.
   d. All Bids, in order to be considered and in order to qualify bidders for the oral auction, must be submitted no later than the date and time specified in the Timber Sale Prospectus.
   e. All bids shall remain sealed until the time indicated for bid opening in the Timber Sale Prospectus.

f. An official clock, at the County Forestry Department office, will be designated by the County for determination of the timely receipt of each bid. Any and all bids received and determined untimely by exclusive use of the official clock, will be deemed non-responsive and will be returned to the bidder, unopened.
g. Bidders are solely responsible for delivery of their Bids to the specified location and before the time specified for receipt of Bids.

4. Bid Guarantee:
   a. A Bid Guarantee in an amount stated in the Bid Form, shall accompany each bid, as evidence of good faith and as a guarantee that, if awarded the Timber Sale Contract, the bidder will execute the Timber Sale Contract and provide the necessary Payment and Performance Guarantees.
   b. Should the successful bidder fail to enter into the Timber Sale Contract and/or fail to furnish satisfactory guarantees within thirty (30) days after the County awards the Timber Sale Contract, the Bid Guarantee shall be forfeited to the County as liquidated damages.
   c. The County reserves the right to hold the Bid Guarantee until the successful bidder has entered into a contract and furnished the Payment and Performance Guarantee.

5. Performance Guarantees:
   Upon awarding of the Timber Sale Contract, the successful bidder will be required to return within 30 days the signed Timber Sale Contract and provide the County with satisfactory Payment and Performance Guarantee covering 10% to the nearest $100.00 of the Timber Sale Contract value.

6. Performance of Timber Sale Contract:
   Prior to any Timber Sale Contract work, Purchaser must comply with all Timber Sale Contract provisions.

HOOD RIVER COUNTY
FORESTRY DEPARTMENT
CERTIFICATION OF ELIGIBILITY TO BID ON
COUNTY TIMBER SALES

Definitions: "COUNTY" means Hood River County, a political subdivision of the State of Oregon. "PERSONS" means an individual, a partnership, a public or private corporation, an unincorporated association, or any other legal entity. The term includes any subsidiary, subcontractor, 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.

_____(PERSONS) hereby certifies that:

1. the PERSONS will not export unprocessed COUNTY timber; and
2. the PERSONS has not directly or indirectly exported unprocessed timber from private lands in the COUNTY for a period of not less than 24 months prior to the date of submission of the bid; and
3. the PERSONS will not sell, transfer, exchange, or otherwise convey unprocessed COUNTY timber to any other person without obtaining a certification from the person that meets the requirements of the COUNTY Ordinance #363 on Log Export Restrictions.

This certification is required by COUNTY Ordinance #363 and must be completed by all persons in order to submit bids for COUNTY Timber Sales. COUNTY shall only accept bids from persons whose names are designated on this Certification of Eligibility to Bid and are acknowledged by the authorized person and bind them to this certification.

(PLEASE PRINT LEGIBLY OR TYPE THE FOLLOWING)

_____ _____
Eligible Bidder Name, Title Eligible Bidder Name, Title

_____ _____
Eligible Bidder Name, Title Eligible Bidder Name, Title

Dated this _____ day of _____, 20_____.

Signature: _____

Name/Title: _____

Company Name: _____

Address: _____

_____

Work Phone: _____ Home Phone: _____

Fax: _____ e-Mail: _____

Mark one: "Public Notice of Timber Sales" ☐ e-Mail ☐ USPS mail

(Rev.06/20/2018)

BEFORE THE BOARD OF COMMISSIONERS
HOOD RIVER COUNTY, OREGON

IN THE MATTER OF REPEAL AND REPLACEMENT OF TITLE 12 CHAPTER 12.04 DESIGNATED COUNTY PARKS CHAPTER 12.08 PARKS AND RECREATION AREA REGULATIONS AND CHAPTER 12.20 LOG EXPORT RULES	)	ORDINANCE NO 363

IT IS HEREBY ORDAINED that Hood River County Ordinances in Title 12 of the Hood River County Code listed above are REPEALED and REPLACED as set forth in the attached exhibit and adopted as Chapters 12.04, 12.08 and 12.20 of the Hood River County Code.

ADOPTED this 18th day of June 2018

HOOD RIVER COUNTY
BOARD OF COMMISSIONERS

Ron Rivers, Chair

Karen Joplin, Commissioner

Rich McBride, Commissioner

Robert Benton, Commissioner

Les Perkins, Commissioner

CHAPTER 12.20

LOG EXPORT RULES (HRC ORDINANCE NO. 363)

SECTIONS:

12.20.015 DEFINITIONS
12.20.025 CRITERIA FOR ELIGIBILITY TO BID ON COUNTY TIMBER SALE CONTRACTS
12.20.035 PROHIBITION AGAINST PROHIBITION AGAINST INDIRECT SUBSTITUTION
12.20.045 APPLICABLE COUNTY TIMBER
12.20.055 SURPLUS TIMBER
12.20.065 REPORTING REQUIREMENTS
12.20.075 PURCHASER DISQUALIFICATION AND TERMINATION OF CONTRACTS LOG BRANDING AND MARKING

12.20.015 DEFINITIONS.

As used in this chapter, unless context dictates otherwise:

(a) "Export" means that unprocessed County timber is loaded on a vessel or other conveyance with a foreign (non-United States of America) 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 (non-United States of America) destination.

(b) "Performance bond" means the security required by a County timber sale contract which ensures satisfactory performance of contract requirements by the timber sale 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.

(c) "Person" means an individual, a partnership, a public or private corporation, an unincorporated association, or any other legal entity. The term includes any subsidiary, subcontractor, 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.

(d) "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:

(I) Held in trust by the United States for the benefit of any Indian tribe or individual,

(II) Held by any Indian tribe or individual subject to a restriction by the United States against alienation, or

(III) Held by any Native Corporation as defined in Section 3 of the Alaska Native Claims Settlement Act (43 USC S 1602).

(e) "Purchaser" means person who has entered into a county timber sale contract with the Hood River County Board of Commissioners.

(f) "County lands" means lands owned by Hood River County or lands managed by Hood River County by agreement with the Hood River County Board of Commissioners.

(g) "County timber" means any timber owned by Hood River County or any timber managed by Hood River County by agreement with the Hood River County Board of Commissioners.

(h) "County timber sale contract" means any timber under contract with Board of Commissioners which is owned by Hood River County or any timber under contract with Hood River County and managed or sold by agreement with Hood River County Board of Commissioners.

(i) "Unprocessed timber" or "unprocessed County 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:

(I) Lumber or construction timbers meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list grades; sawn on 4 sides; not intended for remanufacture.

(II) 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 4 sides; not to exceed 12 inches (nominal) in thickness.

(III) Lumber, construction timbers, or cants for remanufacture that do not meet the grades referred to in clause (2) and are sawn on 4 sides; with wane less than 1/4 of any face; and not to exceed 8-3/4 inches in thickness.

(IV) Chips, pulp, or pulp products.

(V) Veneer or plywood.

(VI) Poles, posts, or pilings cut or treated with preservatives.

(VII) Shakes or shingles.

(VIII) Aspen or other pulpwood bolts, not exceeding 100 inches in length, exported for processing into pulp.

(IX) 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.

(X) Firewood cut in pieces 48 inches or less in length.

12.20.025 - CRITERIA FOR ELIGIBILITY TO BID ON COUNTY TIMBER SALE CONTRACTS

(1) In addition to all other requirements of law, any person submitting a bid for the purchase of County timber must certify in a form and manner specified by the Hood River County Board of Commissioners that:

(a) The person will not export unprocessed County timber; and

(b) The person has not exported unprocessed timber from private lands in Hood River County since September 10, 1990, except to meet irrevocable contractual obligations made prior to September 10, 1990; and that pre-September 10, 1990, irrevocable contractual obligations to export unprocessed timber from private lands were completed on or before June 10, 1991; and

(c) The person will not sell, transfer, exchange or otherwise convey unprocessed County timber to any other person without obtaining a certification from the person that meets the requirements of section 12.20.050.

(2) In addition to all other requirements of law, a person previously not eligible to bid for County timber under subsection (1) of this section may bid for County timber if the person certifies in a form and manner specified by the Board of Commissioners that:

(a) The person has not directly or indirectly exported unprocessed timber from private lands in Hood River County for a period of not less than 24 months prior to the date of submission of the bid; and

(b) The person will not sell, transfer, exchange or otherwise convey unprocessed County timber to any other person without obtaining a certification from the person that meets the requirements of section 12.20.055.

(3) The County Forester may waive the 24-month requirement contained in (2)(a) above if the person ceases all exporting of unprocessed timber originating from private lands in Hood River County within the one year period stated in the certification.

(a) 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 County timber provided they complete the certification required by section (2) above.

12.20.035 PROHIBITION AGAINST INDIRECT SUBSTITUTION

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

12.20.045 APPLICABLE COUNTY TIMBER

All unprocessed timber, as defined in 12.20.015, which originates from County lands is prohibited from export.

12.20.055 SURPLUS TIMBER

The prohibitions against export contained in 12.20.025 to 12.20.045 shall not apply to specific quantities of grades and species of unprocessed timber originating from County land which the United States Secretary of Commerce has determined by rule to be surplus to the needs of timber manufacturing facilities in the United States.

12.20.065 REPORTING REQUIREMENTS

(1) Before the Hood River County Board of Commissioners will issue final acceptance of timber sale contract requirements, a purchaser of County timber must notify the County Forester of the delivery destination of all timber purchased under that contract. Notification will be made in a form and manner prescribed by the Hood River County Board of Commissioners.

(2) Prior to selling, trading, exchanging, or otherwise conveying County timber to any other person; the purchaser of County timber shall obtain a certification of the person's eligibility to purchase County 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 Hood River County Board of Commissioners and shall be forwarded to the Board of Commissioners upon completion of the transaction. Obtaining certification shall not relieve the purchaser's responsibility to provide the Board of Commissioners with an accounting of the delivery destination of that timber.

(3) Any performance bond required by a County timber sale contract may be retained by the Board of Commissioners, until satisfactory notification of County timber delivery destination has been received by the County Forester.

(4) Failure to provide the County Forester with a final accounting of the delivery destination of County timber will be considered a violation of these export regulations. Violators will be subject to civil penalties under section 12.20.075.

12.20.075 PURCHASER DISQUALIFICATION AND TERMINATION OF CONTRACTS

(1) The County Forester shall keep a record of any person who violates the requirements of section 12.20.025 to section 12.20.085.

(2) A person whose name appears on the record for violations as stated in (1) above, and who again violates the requirements of section 12.20.025 to section 12.20.085 shall be disqualified from bidding on or purchasing County timber for a period of five years following the date of the violation. Any appeals of disqualification shall be handled as provided in section 12.20.095.

(3) The County Forester may cease operation and/or contract entered into with a person who has violated the requirements of section 12.20.025 to section 12.20.085, and assess damages according to the following formula D=(OSV+AC)-(PR+RSV), where:

(a) D = Damages and Expenses.

(b) OSV = Original Sale Value (timber only-does not include project value). 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 parcel 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.

(c) RSV = Remaining Sale Value.

(4) The value of remaining timber shall be determined using the County Forester's estimate of remaining volume, multiplied by the dollar values stated in the contract.

12.20.085 LOG BRANDING AND MARKING REQUIREMENTS

(1) All County timber originating from County 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, both ends of all logs originating from County timber sales shall be hammer branded and both ends shall be painted with a paint color determined by the County Forester.

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

12.20.095 ENFORCEMENT

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