

This advertisement includes:

Tract 1 - Saddle Up to Paradise Commercial Thinning & Density Management	3,184 MBF
Tract 2 - Rise & Fall Commercial Thinning	1,566 MBF
Tract 3 - Bobbin Weave Commercial Thinning	2,737 MBF

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
777 NW Garden Valley Blvd.
Roseburg, Oregon 97470

Date: August 21, 2007

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, at 777 NW Garden Valley Blvd., Roseburg, Oregon 97470. The timber sale will commence at 10:00 a.m., on **Tuesday, September 18, 2007.**

AN ENVIRONMENTAL ASSESSMENT was prepared for these sales, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Roseburg District Office.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation, shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days after the first publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in *The News Review* newspaper on or about August 21, 2007. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form No. 5440-9 at no less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract. Since bidding on minor species usually has little effect on the final outcome of a sale and can be disruptive to the bidding process, BLM will accept bids over appraised price for Douglas-fir only.

APPRAISED PRICES are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

FOR SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award of set-aside sales and must accompany his deposit with a self-certification statement that he is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 as amended, of the Code of Federal Regulations. Form No. 5430-1, Self Certification Statement, and SBA Form 723, Small Business Certification Required on All Preferential Sales of Set-Aside Timber, are attached hereto.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form No. 1140-6, Independent Price Determination Certificate, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.
2. Form No. 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form No. 1140-8, Equal Opportunity Compliance Report Certification.
4. Form No. 5430-1 Self Certification Clause
5. Form No. 5450-17, Export Determination.
6. SBA Form 723, Small Business Certification Required on All Preferential Sales of Set-Aside Timber

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than twenty (20) percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

LOG EXPORT AND SUBSTITUTION. All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

INSTALLMENT PAYMENTS may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than ten (10) percent of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

Attachments:

- Form No. 1140-4 Notice of Requirement for Certification of Nonsegregated Facilities
- Form No. 1140-6 Independent Price Determination Certificate
- Form No. 1140-7 Equal Opportunity Affirmative Action Program Representation
- Form No. 1140-8 Equal Opportunity Compliance Report Certification
- Form No. 5430-1 Self Certification Clause
- Form No. 5440-9 Deposit and Bid for Timber/Vegetative Resource
- Form No. 5450-17 Export Determination
- SBA Form 723 - Small Business Certification Required on All Preferential Sales of Set-Aside Timber

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Nonsegregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

Sale Date: September 18, 2007

(1) Roseburg Sale No. 07-09
Douglas County, Oregon: O&C: Oral Auction

Sale Name: Saddle Up to Paradise Commercial
Thinning & Density Management

Bid Deposit Required: \$34,300.00

All timber designated for cutting on: N½, E½SW¼, SE¼, Section 27, T. 21 S., R. 7 W.,
Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
20,753	2,351	5,427	Douglas-fir	2,939	\$113.50	\$333,576.50
186	35	77	Grand Fir	44	\$ 32.40	\$ 1,425.60
10	2	4	Incense-cedar	3	\$183.60	\$ 550.80
1,627	158	371	Western Hemlock	197	\$ 32.10	\$ 6,323.70
40	1	3	Western Redcedar	1	\$588.60	\$ 588.60
22,616	2,547	5,882		3,184		\$342,465.20

CRUISE INFORMATION

3P (Volume Table Cruise)

The Douglas-fir and Grand Fir have been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree to be harvested is 12.5" D.B.H.O.B., the average log contains 43 bd. ft., the total gross volume is approximately 3,313 M bd. Ft. (MBF) and 96 percent recovery is expected. Approximately 0 percent of the above volume is salvage material.

CUTTING AREA: An area of approximately 190 acres in 2 units are to be thinned and 10 acres of right-of-way must be clearcut.

TIMBER ACREAGE: Area 1: 168 acres R/W: 10 acres
Area 2: 22 acres

ACCESS: Access to the sale area is provided by Government and privately controlled roads.

DIRECTIONS TO SALE AREA: To reach the sale area in Section 27, T. 21 S., R. 7 W., W.M., go north from Roseburg on Interstate-5 to Exit 150. Follow Highway 99 to Drain and turn left and proceed west on State Highway 38 for approximately 10 miles. Turn right on to BLM road 22-7-14.0 and follow the Exhibit "D" map to the sale area.

ROAD MAINTENANCE: Maintenance and rock-wear fees of \$11,961.20 will be required to be paid to the BLM, maintenance and rock-wear fees of \$12,396.72 will be required to be paid to Seneca Jones Timber Company, and maintenance and rock-wear fees of \$92.57 will be required to be paid to Roseburg Resource Company.

ROAD CONSTRUCTION: Estimates include the following: construct 102+86 stations of 14-foot subgrade and renovate 109+30 stations of 14-foot subgrade. One culvert on an existing road will be replaced and four culverts on new construction spur roads will be installed and removed upon completion of logging operations.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; environmental protection; road construction, maintenance and use; fire prevention and control; slash disposal and site preparation; log exports; and non-segregated facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision is included in the contract which enables the Contracting Officer to suspend or terminate the contract in order to: (1) comply with the Endangered Species Act or to protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Roseburg District Record of Decision (ROD) and Resource Management Plan (RMP)); (2) comply with a court order; (3) comply with BLM Manual 6840 as it relates to Federal proposed, Federal candidate, Bureau sensitive, or State listed species or habitat; or (4) protect raptor nests during nesting.

This contract provision limits the liability of the Government to the actual Out-of-Pocket Expenses incurred by the Purchaser which have not been amortized by the removal of timber from the contract area. In the event that operating time is lost as a result of the incorporation of additional contract requirements or suspension-related delays, an extension of time, with or without reappraisal depending on the reason for the suspension, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser. In the event of a suspension that lasts longer than 30 days, the First Installment may be reduced and/or the unamortized Out-of-Pocket Expenses of road or other construction may be refunded or transferred to another contract at the election of the Purchaser.

2. Seasonal restrictions and daily operating restrictions (DOR) on operations apply (see attached Seasonal Restriction Matrix).
3. Protection of marbled murrelet habitat located within the timber sale contract area is required. Protection measures include no cutting or removal of timber within the designated marbled murrelet habitat area. An on-site pre-work conference will be scheduled to discuss protection measures and a seasonal restriction on logging operations located within the seasonally restricted operations areas and designated marbled murrelet habitat areas as shown on Exhibit "A" from April 1 to August 5, both days inclusive, of each calendar year. In addition, for all operations within seasonally restricted operations areas shown on Exhibit "A", daily operating restrictions (DOR) shall apply from

August 6 to September 15, both days inclusive, of each calendar year in order to prevent potential disturbance of nesting marbled murrelets.

4. This two hundred (200) acre commercial thinning and density management sale contains the following areas: approximately one hundred nine (109) acres of cable yarding and ninety-one (91) acres of ground-based yarding of which ten (10) acres are right-of-way cutting. Yarding areas are shown on Exhibit "A." Timber haul routes are shown on Exhibit "D."
5. Yarding of log lengths greater than forty (40) feet will not be permitted.
6. The Authorized Officer will need to be advised when any retention trees are damaged during falling or yarding operations, or when retention trees need to be cut for yarding corridors or safety purposes.
7. Directional falling away from or parallel to property lines, unit boundaries, roads, retention trees and snags will be required. Directional falling away from or parallel to reserve areas and riparian buffers will be required for all trees cut within 100 feet of these areas.
8. In the cable yarding areas, a skyline logging system with lateral yarding and multi-span capability will be required. One-end suspension of logs will be required. Cable yarding will not be permitted in or through reserve areas or riparian buffers. On the very steep slopes (75 percent and greater) accessed by paved road 22-7-2.0 within harvest unit 1, no cable yarding shall be permitted when soil moisture levels are high enough to squeeze water from soil samples (greater than 30 percent moisture). This same portion of harvest unit 1 located between road 22-7-2.0 and Spur 1 lacks sufficient natural guy anchors and yarding logs from this area may necessitate the use of alternative cable yarding equipment and/or methods.
9. A harvester/forwarder system, tractor, rubber-tired skidder, or track-mounted log loader may be used in the areas designated for ground-based yarding. Ground-based yarding is generally permitted between May 15 and October 15, both days inclusive. Minor and incidental ground-based yarding may be permitted in limited portions of the cable yarding areas; ground-based yarding seasonal restrictions apply, and the locations involved and equipment used must be approved by the Authorized Officer.
10. Approximately 102+86 stations of 14-foot subgrade, unsurfaced road will be constructed. Approximately 109+30 stations of existing road will be renovated. Unsurfaced roads used for more than a single season or which must over-winter prior to decommissioning will be winterized in accordance with Exhibit "C."
11. All equipment used in road construction and/or yarding operations will be cleaned and inspected for noxious weed seed prior to move-in on BLM lands.
12. A license agreement with Roseburg Resources Company is required for renovation and log haul upon their roads, and a license agreement with Seneca Jones Timber Company is required for log haul upon their roads.

13. Slash disposal and site preparation requirements consist of the following: piling and covering slash and debris within a fifty (50) foot radius of landings and other locations designated by the Authorized Officer.
14. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. This authority extends to the timber necessary to clear cable yarding roads and/or skid roads; providing tailhold, tieback, and guyline trees; and removing danger trees. The timber may be immediately cut and removed when the trees have been marked in a manner determined by the Authorized Officer. Payment for such additional timber shall be executed through a unilateral modification of the timber sale contract. The volume of the timber will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. It is estimated that approximately 159 MBF of such additional timber would be removed under the contract, but is not included in the advertised sale volume.

Additional timber shall be sold at the unit prices shown in Exhibit "B" of this contract unless: timber value must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or the Authorized Officer determines that the timber should be appraised and sold at fair market value in accordance with Sec. 8 of the contract because the species, size, grade and/or value of the additional timber is not representative of the character of the timber in the forest stand(s) otherwise designated for thinning.

15. This contract contains provisions for sub-soiling of spurs and ground based skid trails. The Purchaser shall have the option of completing this work or making contributions to the Government in lieu thereof. The Purchaser shall notify the Authorized Officer of their intention to make these contributions upon execution of the contract.

Seasonal Restriction Matrix

Sheet 1 of 1

Saddle Up to Paradise Commercial Thinning/Density Management

OR-10-TS07-09

Seasonal Restrictions^{1,2,3} are Black-Stippled.

Daily Operating Restrictions⁴ are shaded.

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug			Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	16	1	15	1	16	1	6	15	1	16	1	15	1	15	1	15
Unit 1 and Unit 2	Falling and bucking ¹																									
	Cable yarding on rock roads ¹																									
	Ground-based yarding ^{1,2}																									
	Right-of-way logging and clearing ²																									
	Loading or hauling on unsurfaced road ²																									
	Cable yarding on unsurfaced roads ^{1,2}																									
	All Operations, except hauling, within 100yds. of "Marbled Murrelet Habitat Area", designated on the Ex. A as "Seasonally Restricted Operations Area" ^{3,4}																									
	Attaching logging equipment to reserve trees within the "Marbled Murrelet Habitat Area" designated on Ex. A ⁵ .																									
All Roads	All Operations, except hauling, within 100yds. of "Marbled Murrelet Habitat Area", designated on the Ex. A as "Seasonally Restricted Operations Area" ^{3,4}																									
	Road construction, renovation, decommissioning, and sub-soiling ²																									

¹ Bark slip seasonal restriction from April 15 to July 15 may be conditionally waived.

² Wet season restrictions from October 15 to May 15 may be shortened or extended depending on soil moisture and weather conditions.

³ Seasonal restrictions to prevent disturbance to the marbled murrelet begins April 1 and ends August 5.

⁴ Daily operating restrictions to prevent disturbance to the marbled murrelet begins August 6 and ends September 15.

⁵ Seasonal restrictions to prevent disturbance to the marbled murrelet begins April 1 and ends September 15.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bid, invitation number, or other
identification

Roseburg Sale No. 07-09
Saddle Up to Paradise CT & DM

Bid date

September 18, 2007

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bidder or offeror (*name*)

Address (*include zip code*)

Specify government-owned property bid on (*item*)

N½, E½SW¼, SE¼, Section 27, T. 21 S., R. 7 W., Willamette Meridian

A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale:

1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. Each person signing this bid or proposal certifies that:

1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and

will not participate, in any action contrary to A. 1 through 3 above; or

2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and

(ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above.

C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

D. A bid or proposal will not be considered for award where A. 1, 3, or B., above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, determines that such disclosure was not made for the purpose of restricting competition.

(Signature of Authorized Officer)

Name and Title (*type or print*)

INSTRUCTIONS

Submit a properly completed and signed original copy of this form, with offers or bids for sales of all government-owned property to Bureau of Land Management as follows:

- A. Include with sealed bids, written quotations and written offers.
- B. At auction, at close of bidding and before award of spot bid sale.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0071
Expires: April 30, 1985

**EQUAL OPPORTUNITY
AFFIRMATIVE ACTION PROGRAM REPRESENTATION**

Solicitation, Serial, or Company
Miscellaneous and Sale Number.

BIDDER, OFFEROR, OR APPLICANT REPRESENTS THAT:

- 1. He *has* developed and *has* on file;
- He *has not* developed and *does not* have on file at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); *

OR

- 2. He *has not* previously had a contract, lease, license, or permit subject to the affirmative action program requirement of the rules and regulations of the Secretary of Labor. *

The above representation need be checked only if this is a solicitation for a nonconstruction purchase contract in excess of \$10,000; or an application for a lease, license, or permit; or a bid on a sale of mineral materials or forest or vegetative products; wherein the total value of royalties or other payments to the Government will be in excess of \$10,000.

** Written affirmative action programs are required of nonexempt firms having 50 or more employees; and (a) a nonconstruction purchase contract of \$50,000 or more, or (b) a lease, license, permit, or sales contract with a total value of royalties or other payments to the Government of \$50,000 or more.*

(Name of Bidder)

(Signature of Authorized Officer)

(Title)

(Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501, et seq.) requires us to inform you that:

This information is collected to comply with regulations in 41 CFR 60.

This information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0071
Expires: April 30, 1985

**EQUAL OPPORTUNITY
COMPLIANCE REPORT CERTIFICATION**

Bid, invitation or other identification number
(include company miscellaneous and sale no.)
ROSEBURG SALE NO. 07-09
SALE DATE: Sept. 18, 2007
SADDLE UP TO PARADISE CT & DM

In accordance with 41 CFR 60-1.7(b) and Executive Order No. 11246 of September 24, 1965, as amended, the following certification will be completed by prospective contractors and subcontractors.

1. Have you participated in any contractual agreement which contained the Equal Opportunity Clause? Yes No
(If "yes" answer question 2)

2. Were you required pursuant to the regulations on Equal Opportunity (41 CFR 60-1) to file a compliance report * as a result of such contractual agreements? Yes No (If "yes" answer question 3)

3. Did you file the compliance report as required? Yes No

In the event any work under this proposed contractual agreement is subcontracted, I will secure this same certification (paragraphs 1 through 3 hereof) from proposed subcontractors prior to award of any subcontract.

(Name of Bidder)

(Signature of Authorized Officer)

(Title)

(Date)

*All employers with 50 or more employees who are covered by Executive Order No. 11246, i.e., holders of Federal Government contracts, subcontracts, or Federally assisted construction contracts or subcontracts, amounting to more than \$50,000;

And holders of Federal Government bills of lading, depositories of Federal Government funds, or issuing and paying agents of U.S. Savings Bonds and Notes in any amount are required to file SF-100.

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States and false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501, et seq.) requires us to inform you that:

Information is collected to comply with Regulations in 41 CFR 60.

Information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

Form 5430-1
(May 1965)
(formerly 4-1560)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SELF CERTIFICATION CLAUSE
BIDDERS STATEMENT

The bidder represents that he is is not a small business concern as defined by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations, as amended.

(Date)

(Signature of Bidder)

Title 18 USC, sec. 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction

INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders *must* certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date *must be the same*.

A Self Certification Clause *must* accompany the deposit to qualify for *each* set-aside sale. After a sale award is made,

The Self Certification Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be re-submitted to qualify for other set-aside sales offered on the *same* date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

(Check appropriate box, sign in ink, and complete the following)

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior—BLM.	Sealed Bid — Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description
Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period for tract.	

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that:

This information is being collected to obtain data relevant to the operation of this timber sale contract.

This information will be used to administer our timber sale program.

Response to this request is required to obtain a benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USE: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timer or vegetative resources.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr. 15 min. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W. Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0113), Washington, D.C. 20503.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** — Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** — A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** — Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** — Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** — Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** — Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** — Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** — All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** — Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** — Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.*

*Applies to Timber Only

7. **BID DEPOSIT** — All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior—BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** — Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** — To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. PERFORMANCE BOND —

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** — If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*

12. **PAYMENT OF PURCHASE PRICE** — For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** — Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** — If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** — A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. **EQUAL OPPORTUNITY CLAUSE** — This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** — All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Num-

ber 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber." Special reporting, branding and painting of logs may be included in contract provisions.*

18. **DETAILED INFORMATION** — Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXPORT DETERMINATION

Location of facility where Federal Timber is expected to be processed.

Roseburg

INSTRUCTIONS

Timber sale applicant forwards information to authorized officer.

In compliance with requirements of 43 CFR 5424.1, I We hereby submit the following information:

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

Yes No (If "Yes", give date of last export sale.)

a. Export (date)

(2) Provide names of affiliates * who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

a. Affiliate	_____	Export date	_____
b. Affiliate	_____	Export date	_____
c. Affiliate	_____	Export date	_____

*See 43 CFR 5424.0-5

Name of Firm

Signature of Signing Officer

Title

Date

(See statement on reverse)

Form 5450-17 (August 1987)

The Bureau of Land Management collects this information pursuant to the law (see 43 CFR 5400.0-3(c)).

The Bureau of Land Management uses the information to determine whether Federal timber has been substituted for exported private timber (see 43 CFR 5400.0-5(n) and 5424.0-6(c)(2)).

A Bureau of Land Management timber purchaser is obligated to report this information under provisions of the above-numbered contract (see 43 CFR 5424.1).

SBA SET-ASIDE SALE

Sale Date: September 18, 2007

(2) Roseburg Sale No. 07-11
Douglas County, Oregon: O&C: Oral Auction

Sale Name: Rise & Fall Commercial Thinning
Bid Deposit Required: \$18,600.00

All timber designated for cutting on:

W½NE¼, NW¼, SW¼, NW¼SE¼ Section 17 T. 28 S., R. 3 W., and
Lots 1, 2, 5, 6, 11 & 12 Section 3 T. 29 S., R. 4 W., Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
14,292	1,191	2,877	Douglas-fir	1,489	\$120.80	\$179,871.20
426	43	102	Grand Fir	54	\$ 31.00	\$ 1,674.00
332	10	28	Incense-cedar	13	\$259.50	\$ 3,373.50
118	8	20	Western Hemlock	10	\$ 30.90	\$ 309.00
15,168	1,252	3,027		1,566		\$185,227.70

THIS IS A TIMBER SALE SET-ASIDE FOR PREFERENTIAL BIDDING BY SMALL BUSINESS CONCERNS HAVING 500 OR FEWER EMPLOYEES AS DEFINED BY THE SMALL BUSINESS ADMINISTRATION.

CRUISE INFORMATION

3P (Volume Table Cruise)

The Douglas-fir and Grand Fir have been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume. A map showing the location of these sample trees is available at the Roseburg District Office.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

A total of approximately 852 trees, which are considered unmerchantable, are designated for cutting. With respect to merchantable trees of all species: the average tree is 11.9" D.B.H.O.B., the average log contains 36 bd. ft., the total gross volume is approximately 1,613 M bd. ft. (MBF) and 97% recovery is expected.

CUTTING AREA: An area of approximately 141 acres in 5 units is to be partially cut and a right-of-way of 1 acre must be cut.

TIMBER ACREAGE:

Area 1:	22 acres	Area 4:	20 acres
Area 2:	35 acres	Area 5:	37 acres
Area 3:	27 acres	R/W:	1 acre

ACCESS: Access to the sale area is provided by Government controlled roads.

DIRECTIONS TO SALE AREA: To access Harvest Areas No. 4 and No. 5, from Myrtle Creek, proceed east on Douglas County Road No. 15 (North Myrtle Road) for approximately seven and seven tenths (7.7) miles to its junction with Douglas County Road No. 149 (Slide Creek Road). Turn right onto County Road No. 149 and proceed for approximately two tenths (0.2) miles to its junction with BLM Road No. 28-4-34.1. Turn right onto the 28-4-34.1 road and follow it to the sale area. Refer to timber sale Exhibits A and D for further details.

To access Harvest Areas No. 1, No. 2 and No. 3, continue east on Douglas County Road No. 15 (North Myrtle Road) beyond the Douglas County Road No. 149 junction for another six (6.0) miles to its junction with BLM Road No. 28-3-17.0 (Riser Butte Road). Turn right onto the 28-3-17.0 road and follow it to the sale area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$4,583.74 will be required to be paid to the BLM.

ROAD CONSTRUCTION: Estimates include construction of the following types of roads: 10.70 stations of 14-foot subgrade, no ditch; 132.30 stations of road renovation of 16-foot subgrade plus ditch; and 8.20 stations of road renovation of 14-foot subgrade, no ditch.

DURATION OF CONTRACT will be 30 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; environmental protection; road construction, road renovation, road use, road maintenance, fire protection, slash disposal, log exporting and non-segregated facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision is included in the contract which enables the Contracting Officer to suspend the contract to facilitate protection of a certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act or a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which may not have been amortized by timber removed from the contract area.
2. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: (1.) The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer; (2.) Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned; (3.) Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions; (4.) The use of unilateral modifications executed by BLM for such additional and replacement timber; (5.) Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and, (6.) It is estimated that approximately **80** MBF of such additional

timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.

3. This contract includes a new operational road maintenance specification which addresses the maximum rut depth allowed during hauling activity on aggregate roads. Refer to the Road Maintenance Specifications (Operational Maintenance, Spec. No. 3109).
4. The following seasonal operating restrictions apply to this sale.
 - (a) No road construction or renovation shall be conducted between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive.
 - (b) No timber falling, bucking or yarding shall be conducted on the Contract Area from April 15 to July 15 of each calendar year, both days inclusive, due to bark slip.
5. **All Harvest Areas are available as winter logging opportunities and may proceed after October 15th and continue until April 15th.** Refer to attached seasonal restriction matrix for unit specifics.
6. Cable yarding shall be done with a skyline yarding system capable of maintaining one-end suspension of logs, and equipped with a mechanical slack pulling carriage with a minimum of one hundred (100) feet of lateral yarding capability. Yarding corridors will be limited to a maximum width of twenty (20) feet. Spar height cannot exceed forty (40) feet with a maximum power rating of 225 HP.
7. Cable yarding of all Harvest Areas may require the use of lift trees and/or intermediate support trees.
8. All trees designated for cutting shall be felled, topped, limbed and cut in log lengths not to exceed **forty (41) feet prior to being yarded.**
9. To prevent the introduction of noxious weeds to the Contract Area, all logging and road building equipment, **except log trucks**, must be steam cleaned or pressure washed prior to initial move-in or upon return to the sale area if used elsewhere.
10. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.
11. Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
12. A portion of this sale is located within the Wildland-Urban Interface. Consequently, **logging slash** within fifty feet each side of Roads No. 28-4-34.1 and No. 29-4-17.0 (where they pass through or adjoin Harvest Areas No. 4 and No. 5) shall be piled and covered according to the location and specifications shown on Exhibit "E".

Seasonal Restriction Matrix

Sheet 1 of 1

Rise and Fall Commercial Thinning

OR-10-TS07-11

*Restricted Times are Shaded

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Unit 1	Falling and bucking ²																								
	Cable yarding on rock road ²																								
	Loading or hauling on rock road																								
Unit 2	Falling and bucking ²																								
	Right-of-way logging and clearing ¹																								
	Cable yarding on rock road ²																								
Unit 3	Loading or hauling on rock road																								
	Falling and bucking ²																								
	Cable yarding on rock road ²																								
Unit 4	Loading or hauling on rock road																								
	Falling and bucking ²																								
	Cable yarding on rock road ²																								
Unit 5	Loading or hauling on rock road																								
	Falling and bucking ²																								
	Right-of-way logging and clearing ¹																								
Spur 1 & 28-3-17.4	Cable yarding on rock road ²																								
	Loading or hauling on rock road																								
28-3-17.2, 28-3-17.3, 28-4-34.1	Road construction ¹																								
	Road renovation ¹																								

¹Wet season restrictions may be shortened or extended depending on weather conditions.

²Bark slip seasonal restrictions may be conditionally waived.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bid, invitation number, or other
identification
Roseburg Sale No. 07-11
Rise & Fall Commercial Thinning

Bid date

September 18, 2007

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bidder or offeror (*name*)

Address (*include zip code*)

Specify government-owned property bid on (*item*)

W½NE¼, NW¼, SW¼, NW¼SE¼ Section 17 T. 28 S., R. 3 W., and
Lots 1, 2, 5, 6, 11 & 12 Section 3 T. 29 S., R. 4 W., Willamette Meridian

A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale:

1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. Each person signing this bid or proposal certifies that:

1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and

will not participate, in any action contrary to A. 1 through 3 above; or

2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and

(ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above.

C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

D. A bid or proposal will not be considered for award where A. 1, 3, or B., above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, determines that such disclosure was not made for the purpose of restricting competition.

(Signature of Authorized Officer)

Name and Title (*type or print*)

INSTRUCTIONS

Submit a properly completed and signed original copy of this form, with offers or bids for sales of all government-owned property to Bureau of Land Management as follows:

- A. Include with sealed bids, written quotations and written offers.
- B. At auction, at close of bidding and before award of spot bid sale.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0071
Expires: April 30, 1985

**EQUAL OPPORTUNITY
AFFIRMATIVE ACTION PROGRAM REPRESENTATION**

Solicitation, Serial, or Company
Miscellaneous and Sale Number.

BIDDER, OFFEROR, OR APPLICANT REPRESENTS THAT:

- 1. He *has* developed and *has* on file;
- He *has not* developed and *does not* have on file at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); *

OR

- 2. He *has not* previously had a contract, lease, license, or permit subject to the affirmative action program requirement of the rules and regulations of the Secretary of Labor. *

The above representation need be checked only if this is a solicitation for a nonconstruction purchase contract in excess of \$10,000; or an application for a lease, license, or permit; or a bid on a sale of mineral materials or forest or vegetative products; wherein the total value of royalties or other payments to the Government will be in excess of \$10,000.

** Written affirmative action programs are required of nonexempt firms having 50 or more employees; and (a) a nonconstruction purchase contract of \$50,000 or more, or (b) a lease, license, permit, or sales contract with a total value of royalties or other payments to the Government of \$50,000 or more.*

(Name of Bidder)

(Signature of Authorized Officer)

(Title)

(Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501, et seq.) requires us to inform you that:

This information is collected to comply with regulations in 41 CFR 60.

This information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0071
Expires: April 30, 1985

**EQUAL OPPORTUNITY
COMPLIANCE REPORT CERTIFICATION**

Bid, invitation or other identification number
(include company miscellaneous and sale no.)
ROSEBURG SALE NO. 07-11
SALE DATE: Sept. 18, 2007
RISE & FALL COMMERCIAL THINNING

In accordance with 41 CFR 60-1.7(b) and Executive Order No. 11246 of September 24, 1965, as amended, the following certification will be completed by prospective contractors and subcontractors.

1. Have you participated in any contractual agreement which contained the Equal Opportunity Clause? Yes No
(If "yes" answer question 2)

2. Were you required pursuant to the regulations on Equal Opportunity (41 CFR 60-1) to file a compliance report * as a result of such contractual agreements? Yes No (If "yes" answer question 3)

3. Did you file the compliance report as required? Yes No

In the event any work under this proposed contractual agreement is subcontracted, I will secure this same certification (paragraphs 1 through 3 hereof) from proposed subcontractors prior to award of any subcontract.

(Name of Bidder)

(Signature of Authorized Officer)

(Title)

(Date)

*All employers with 50 or more employees who are covered by Executive Order No. 11246, i.e., holders of Federal Government contracts, subcontracts, or Federally assisted construction contracts or subcontracts, amounting to more than \$50,000;

And holders of Federal Government bills of lading, depositories of Federal Government funds, or issuing and paying agents of U.S. Savings Bonds and Notes in any amount are required to file SF-100.

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States and false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501, et seq.) requires us to inform you that:

Information is collected to comply with Regulations in 41 CFR 60.

Information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

Form 5430-1
(May 1965)
(formerly 4-1560)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SELF CERTIFICATION CLAUSE
BIDDERS STATEMENT

The bidder represents that he is is not a small business concern as defined by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations, as amended.

(Date)

(Signature of Bidder)

Title 18 USC, sec. 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction

INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders *must* certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date *must be the same*.

A Self Certification Clause *must* accompany the deposit to qualify for *each* set-aside sale. After a sale award is made,

The Self Certification Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be re-submitted to qualify for other set-aside sales offered on the *same* date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

(Check appropriate box, sign in ink, and complete the following)

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior—BLM.	Sealed Bid — Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description
Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period for tract.	

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that:

This information is being collected to obtain data relevant to the operation of this timber sale contract.

This information will be used to administer our timber sale program.

Response to this request is required to obtain a benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USE: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timer or vegetative resources.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr. 15 min. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W. Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0113), Washington, D.C. 20503.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** — Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** — A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** — Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** — Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** — Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** — Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** — Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** — All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** — Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** — Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.*

*Applies to Timber Only

7. **BID DEPOSIT** — All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior—BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** — Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** — To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. PERFORMANCE BOND —

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** — If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*

12. **PAYMENT OF PURCHASE PRICE** — For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** — Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** — If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** — A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. **EQUAL OPPORTUNITY CLAUSE** — This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** — All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Num-

ber 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber." Special reporting, branding and painting of logs may be included in contract provisions.*

18. **DETAILED INFORMATION** — Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.

Roseburg Sale No. 07-11
Sale Date: September 18, 2007
Rise & Fall Commercial Thinning

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXPORT DETERMINATION

Location of facility where Federal Timber is expected to be processed.

Roseburg

INSTRUCTIONS

Timber sale applicant forwards information to authorized officer.

In compliance with requirements of 43 CFR 5424.1, I We hereby submit the following information:

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

Yes No (If "Yes", give date of last export sale.)

a. Export (date)

(2) Provide names of affiliates * who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

a. Affiliate	_____	Export date	_____
b. Affiliate	_____	Export date	_____
c. Affiliate	_____	Export date	_____

*See 43 CFR 5424.0-5

Name of Firm

Signature of Signing Officer

Title

Date

(See statement on reverse)

Form 5450-17 (August 1987)

The Bureau of Land Management collects this information pursuant to the law (see 43 CFR 5400.0-3(c)).

The Bureau of Land Management uses the information to determine whether Federal timber has been substituted for exported private timber (see 43 CFR 5400.0-5(n) and 5424.0-6(c)(2)).

A Bureau of Land Management timber purchaser is obligated to report this information under provisions of the above-numbered contract (see 43 CFR 5424.1).

Agency Forest

Sale Name



**SMALL BUSINESS CERTIFICATION REQUIRED ON
ALL PREFERENTIAL SALES OF SET-ASIDE TIMBER**

The purchaser certifies, at the time of executing timber sale Contract No. _____, to which this statement is annexed, that in accordance with the Rules and Regulations (13 CFR 121) of the Small Business Administration (SBA):

1. His firm (a) is primarily engaged in the logging or forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) employs, together with its affiliates, 500 or fewer persons.

2. (a) He agrees not to sell and/or exchange more than 30 percent (50 percent in the case of Alaska) of the timber of log volume from this preferential sale to concerns not meeting SBA's small business size standard. Such timber and log volume comprises logs, bolts and pieces that are suitable for manufacture into lumber dimension and/or veneer and normally appraised as such. Timber and log volume of the preferential sale includes the contract rights, standing and down trees or portions thereof.

(b) Whenever he does sell and/or exchange timber or logs from this preferential sale, records of such transactions will be maintained for a period of three years showing the name, address, and SBA size status (i.e., whether large or small) of each concern to whom the timber or logs were sold or disposed and the species, grades and volumes involved. In the event of such sale or sales, purchaser shall also require other purchasers to maintain similar records for a period of three years (OMB Approval No. 0596-0021). A signed certificate similar to this one will be obtained from each party buying such timber and will be retained for review in event of investigation.

(c) If his concern is purchased by, becomes controlled by, or merged with a large business, so much of such timber and log volume from this preferential sale as is necessary will be sold (not bartered) to one or more small businesses for compliance with the 30 percent (50 percent in the case of Alaska) restriction.

3. He agrees that if he utilizes log volume from this preferential sale in the manufacture of a product, such manufacture will be done with his own facilities or those of another concern that qualifies as a small business.

4. He understands that in addition to other penalties which may be imposed for violating the foregoing, he may be declared ineligible to participate in future Federal timber sales.

Signed _____

Date _____

Sale Date: September 18, 2007

(3) Roseburg Sale No. 07-12
Douglas County, Oregon: O&C: Oral Auction

Sale Name: Bobbin Weave Commercial Thinning
Bid Deposit Required: \$26,000.00

All timber designated for cutting on:

SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	Section 21	T. 28 S., R. 3 W., Willamette Meridian
NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$	Section 26	T. 28 S., R. 3 W., Willamette Meridian
NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$	Section 28	T. 28 S., R. 3 W., Willamette Meridian
S $\frac{1}{2}$ NE $\frac{1}{4}$	Section 33	T. 28 S., R. 3 W., Willamette Meridian
SW $\frac{1}{4}$ NW $\frac{1}{4}$	Section 34	T. 28 S., R. 3 W., Willamette Meridian
Lots 3 & 4, N $\frac{1}{2}$ SE $\frac{1}{4}$	Section 35	T. 28 S., R. 3 W., Willamette Meridian
Lot 1, NW $\frac{1}{4}$ SW $\frac{1}{4}$	Section 36	T. 28 S., R. 3 W., Willamette Meridian
SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	Section 11	T. 29 S., R. 3 W., Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
20,869	1,943	4,606	Douglas-fir	2,429	\$ 95.60	\$232,212.40
1,259	175	399	Grand Fir	219	\$ 32.50	\$ 7,117.50
707	34	91	Incense-cedar	43	\$248.70	\$ 10,694.10
244	20	47	Western Hemlock	25	\$ 31.60	\$ 790.00
329	17	47	Western Redcedar	21	\$408.80	\$ 8,584.80
23,408	2,189	5,190		2,737		\$259,398.80

CRUISE INFORMATION

3P (Volume Table Cruise)

The Douglas-fir and Grand Fir have been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume. A map showing the location of these sample trees is available at the Roseburg District Office.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

A total of approximately 1,615 trees, which are considered unmerchantable, are designated for cutting. With respect to merchantable trees of all species: the average tree is 11.9" D.B.H.O.B., the average log contains 38 bd. ft., the total gross volume is approximately 2,839 M bd. ft. (MBF) and 96% recovery is expected.

CUTTING AREA: An area of approximately 223 acres in 9 units is to be partially cut and a right-of-way of 5 acres must be cut.

TIMBER ACREAGE:

Area 1:	41 acres	Area 5:	39 acres	Area 9:	21 acres
Area 2:	22 acres	Area 6:	20 acres	R/W:	5 acres
Area 3:	8 acres	Area 7:	8 acres		
Area 4:	15 acres	Area 8:	49 acres		

ACCESS: Access to the sale area is provided by Government and privately controlled roads. A road use fee of \$498.76 will be required.

DIRECTIONS TO SALE AREA: To access Harvest Areas No. 1 and No. 2, From Myrtle Creek, OR, proceed on County Road No. 18 (South Myrtle Rd.) approximately 13.2 miles and turn right onto BLM Road No. 29-3-15.1. Cross South Myrtle Creek and proceed approximately 1.3 miles to its junction with BLM Road No. 29-3-11.4. At this point you are within the Contract Area. Refer to timber sale Exhibits A and D for further details.

To access Harvest Areas No. 3 and No. 4, proceed on County Road No. 18 (South Myrtle Rd.) beyond the 29-3-15.1 junction another 0.9 miles to BLM Road No. 29-3-11.0. Turn right and cross South Myrtle Creek. At this point you are within the Contract Area. Refer to timber sale Exhibits A and D for further details.

To access Harvest Area No. 5, proceed on County Road No. 18 (South Myrtle Rd.) beyond the 29-3-11.0 junction approximately 1.6 miles to the end of county maintenance, at which point it becomes BLM Road No. 28-3-35.0. Proceed approximately 0.5 miles to its junction with BLM Road No. 28-3-35.1. At this point you are within the Contract Area. Refer to timber sale Exhibits A and D for further details.

To access Harvest Areas No. 6, No. 7 and No. 9, proceed on County Road No. 18 (South Myrtle Rd.) beyond the 29-3-11.0 junction approximately 0.2 miles to its junction with BLM Road No. 29-3-11.1 (White Rock Road). Turn left onto the 29-3-11.1 and proceed approximately 3.5 miles to its junction with BLM Road No. 28-3-34.4. At this point you have just passed through Harvest Area No. 6 and are within Harvest Area No. 7. To reach Harvest Area No. 9, continue on the 29-3-11.1 road for approximately 2.7 more miles to its junction with BLM Road No. 28-3-26.0. Turn right onto the 26.0 road and proceed approximately 0.3 miles to its junction with BLM Road No. 28-3-26.2. Turn right onto the 26.2 road and proceed approximately 0.4 miles. At this point you are within Harvest Area No. 9. Refer to timber sale Exhibits A and D for further details.

To access Harvest Area No. 8, proceed on County Road No. 18 (South Myrtle Rd.) approximately 11.9 miles and turn left onto BLM Road No. 29-3-16.0 (Weaver Creek). Proceed approximately 5.9 miles to its junction with BLM Road No. 28-3-21.0. At this point you are within the Contract Area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$11,529.02 will be required to be paid to the BLM. Maintenance and rockwear fees required to be paid to Seneca Jones Timber Co. will be at the same rate per mile per MBF as the BLM charges at time of haul. \$454.95 was used in the appraisal

ROAD CONSTRUCTION: Estimates include construction of the following types of roads: 42.00 stations of 14-foot subgrade, no ditch; 1.50 stations of 16-foot subgrade, no ditch; and 52.74 stations of road renovation of 16-foot subgrade, plus ditch; 1.5 stations of road renovation of 18-foot subgrade, plus ditch; and 19.00 stations of road renovation of 16-foot subgrade, no ditch.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; environmental protection; road construction, road renovation, road use, road maintenance, fire protection, slash disposal, log exporting and non-segregated facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision is included in the contract which enables the Contracting Officer to suspend the contract to facilitate protection of a certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act or a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which may not have been amortized by timber removed from the contract area.
2. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: (1.) The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer; (2.) Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned; (3.) Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions; (4.) The use of unilateral modifications executed by BLM for such additional and replacement timber; (5.) Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and, (6.) It is estimated that approximately **137** MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.
3. This contract includes a new operational road maintenance specification which addresses the maximum rut depth allowed during hauling activity on aggregate roads. Refer to the Road Maintenance Specifications (Operational Maintenance, Spec. No. 3109).
4. The following seasonal operating restrictions apply to this sale.
 - (a) No road construction or renovation shall be conducted between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive.
 - (b) No timber falling, bucking or yarding shall be conducted on the Contract Area from April 15 to July 15 of each calendar year, both days inclusive, due to bark slip.
 - (c) No timber yarding shall be conducted on those portions of the Harvest Areas designated for ground based yarding or accessed by temporary roads from October 15 of one calendar year to July 15 of the following calendar year, both days inclusive.

- (d) No operations may be conducted on Harvest Area No. 5, Road No. 28-3-35.1 and Spur No. 2 from January 1 to August 15, both dates inclusive, due to a peregrine falcon nesting site. **Note: Timber may be felled and decked after May 15th to facilitate road construction and renovation if peregrine falcon surveys determine nesting failure or early fledging of young.**
- (e) No operations may be conducted on Harvest Area No. 9 between **March 1 and September 30**, both dates inclusive, of each calendar year due to the potential to disturb nesting spotted owls. If notice of intent to operate during the above time period is received in writing from the Purchaser by February 1 of each year, the restriction may be lifted by June 15 in any given year if surveys determine non-nesting or that no young have been produced. Refer to attached seasonal restriction matrix for details.

Note: Beginning March 1, 2010 NSO surveys will be reinitiated for Harvest Areas No. 1 through No. 8 (if not yet harvested) due to expiration of the two year survey protocol.

5. Harvest Areas No. 3, No. 4, No. 7 and No. 8 and parts of Harvest Areas No. 6 and No. 9 (cable logging portion) are available as **winter logging opportunities** and may proceed after October 15th and continue until either March 1st or April 15th. The ground based portion of Harvest Area No. 9 may also be suitable for cable logging and thus available for winter harvest. Refer to attached seasonal restriction matrix for unit specifics.
6. Construction/renovation and decommissioning of Spurs No. 1, No. 2 and No. 3 and Roads No. 28-3-35.1 Segment A, No. 29-3-11.4 Segment A and No. 29-3-15.1 Segment C (portion) will be accomplished in the same operating season in which they are used for harvest activity. The Purchaser will perform **all** decommissioning operations.
7. This contract contains provisions for tilling of temporary spurs and ground based skid trails. The Purchaser shall have the option of completing this work or making contributions to the Government in lieu thereof (see Section 41 H). The Purchaser shall notify the Authorized Officer of their intention to make these contributions upon execution of the contract.
8. Cable yarding shall be done with a skyline yarding system capable of maintaining one-end suspension of logs, and equipped with a mechanical slack pulling carriage with a minimum of one hundred (100) feet of lateral yarding capability. Yarding corridors will be limited to a maximum width of twenty (20) feet. Spar height cannot exceed forty (40) feet with a maximum power rating of 225 HP.
9. Cable yarding of all Harvest Areas may require the use of lift trees and/or intermediate support trees.
10. All trees designated for cutting shall be felled, topped, limbed and cut in log lengths not to exceed **forty (41) feet prior to being yarded.**
11. To prevent the introduction of noxious weeds to the Contract Area, all logging and road building equipment, **except log trucks**, must be steam cleaned or pressure washed prior to initial move-in or upon return to the sale area if used elsewhere.

12. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.
13. Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
14. A license agreement with Seneca Jones Timber Co. is required for log haul upon their roads.
15. Suitable guyline anchors may be deficient for Harvest Areas No. 1, No. 7 and No. 9. More specifically for Harvest Area No. 9, guyline extensions (approx. 100 feet) may be necessary to avoid a portion of the reserve area.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bid, invitation number, or other
identification

Roseburg Sale No. 07-12
Bobbin Weave Comm. Thinning

Bid date

September 18, 2007

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bidder or offeror (*name*)

Address (*include zip code*)

Specify government-owned property bid on (*item*)

SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	Section 21	T. 28 S., R. 3 W., Willamette Meridian
NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$	Section 26	T. 28 S., R. 3 W., Willamette Meridian
NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$	Section 28	T. 28 S., R. 3 W., Willamette Meridian
S $\frac{1}{2}$ NE $\frac{1}{4}$	Section 33	T. 28 S., R. 3 W., Willamette Meridian
SW $\frac{1}{4}$ NW $\frac{1}{4}$	Section 34	T. 28 S., R. 3 W., Willamette Meridian
Lots 3 & 4, N $\frac{1}{2}$ SE $\frac{1}{4}$	Section 35	T. 28 S., R. 3 W., Willamette Meridian
Lot 1, NW $\frac{1}{4}$ SW $\frac{1}{4}$	Section 36	T. 28 S., R. 3 W., Willamette Meridian
SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	Section 11	T. 29 S., R. 3 W., Willamette Meridian

A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale:

1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. Each person signing this bid or proposal certifies that:

1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and

will not participate, in any action contrary to A. 1 through 3 above; or

2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and

(ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above.

C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

D. A bid or proposal will not be considered for award where A. 1, 3, or B., above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, determines that such disclosure was not made for the purpose of restricting competition.

(Signature of Authorized Officer)

Name and Title (*type or print*)

INSTRUCTIONS

Submit a properly completed and signed original copy of this form, with offers or bids for sales of all government-owned property to Bureau of Land Management as follows:

- A. Include with sealed bids, written quotations and written offers.
- B. At auction, at close of bidding and before award of spot bid sale.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0071
Expires: April 30, 1985

**EQUAL OPPORTUNITY
AFFIRMATIVE ACTION PROGRAM REPRESENTATION**

Solicitation, Serial, or Company
Miscellaneous and Sale Number.

BIDDER, OFFEROR, OR APPLICANT REPRESENTS THAT:

- 1. He *has* developed and *has* on file;
- He *has not* developed and *does not* have on file at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); *

OR

- 2. He *has not* previously had a contract, lease, license, or permit subject to the affirmative action program requirement of the rules and regulations of the Secretary of Labor. *

The above representation need be checked only if this is a solicitation for a nonconstruction purchase contract in excess of \$10,000; or an application for a lease, license, or permit; or a bid on a sale of mineral materials or forest or vegetative products; wherein the total value of royalties or other payments to the Government will be in excess of \$10,000.

** Written affirmative action programs are required of nonexempt firms having 50 or more employees; and (a) a nonconstruction purchase contract of \$50,000 or more, or (b) a lease, license, permit, or sales contract with a total value of royalties or other payments to the Government of \$50,000 or more.*

(Name of Bidder)

(Signature of Authorized Officer)

(Title)

(Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501, et seq.) requires us to inform you that:

This information is collected to comply with regulations in 41 CFR 60.

This information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0071
Expires: April 30, 1985

**EQUAL OPPORTUNITY
COMPLIANCE REPORT CERTIFICATION**

Bid, invitation or other identification number
(include company miscellaneous and sale no.)
ROSEBURG SALE NO. 07-12
SALE DATE: Sept. 18, 2007
BOBBIN WEAVE COMM. THINNING

In accordance with 41 CFR 60-1.7(b) and Executive Order No. 11246 of September 24, 1965, as amended, the following certification will be completed by prospective contractors and subcontractors.

1. Have you participated in any contractual agreement which contained the Equal Opportunity Clause? Yes No
(If "yes" answer question 2)

2. Were you required pursuant to the regulations on Equal Opportunity (41 CFR 60-1) to file a compliance report * as a result of such contractual agreements? Yes No (If "yes" answer question 3)

3. Did you file the compliance report as required? Yes No

In the event any work under this proposed contractual agreement is subcontracted, I will secure this same certification (paragraphs 1 through 3 hereof) from proposed subcontractors prior to award of any subcontract.

(Name of Bidder)

(Signature of Authorized Officer)

(Title)

(Date)

*All employers with 50 or more employees who are covered by Executive Order No. 11246, i.e., holders of Federal Government contracts, subcontracts, or Federally assisted construction contracts or subcontracts, amounting to more than \$50,000;

And holders of Federal Government bills of lading, depositories of Federal Government funds, or issuing and paying agents of U.S. Savings Bonds and Notes in any amount are required to file SF-100.

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States and false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501, et seq.) requires us to inform you that:

Information is collected to comply with Regulations in 41 CFR 60.

Information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

Form 5430-1
(May 1965)
(formerly 4-1560)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SELF CERTIFICATION CLAUSE
BIDDERS STATEMENT

The bidder represents that he is is not a small business concern as defined by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations, as amended.

(Date)

(Signature of Bidder)

Title 18 USC, sec. 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction

INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders *must* certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date *must be the same*.

A Self Certification Clause *must* accompany the deposit to qualify for *each* set-aside sale. After a sale award is made,

The Self Certification Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be re-submitted to qualify for other set-aside sales offered on the *same* date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

(Check appropriate box, sign in ink, and complete the following)

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior—BLM.	Sealed Bid — Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description
Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period for tract.	

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that:

This information is being collected to obtain data relevant to the operation of this timber sale contract.

This information will be used to administer our timber sale program.

Response to this request is required to obtain a benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USE: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timer or vegetative resources.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr. 15 min. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W. Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0113), Washington, D.C. 20503.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** — Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** — A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** — Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** — Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** — Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** — Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** — Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** — All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** — Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** — Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.*

*Applies to Timber Only

7. **BID DEPOSIT** — All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior—BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** — Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** — To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. PERFORMANCE BOND —

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** — If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*

12. **PAYMENT OF PURCHASE PRICE** — For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** — Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** — If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** — A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. **EQUAL OPPORTUNITY CLAUSE** — This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** — All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Num-

ber 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber." Special reporting, branding and painting of logs may be included in contract provisions.*

18. **DETAILED INFORMATION** — Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.

Roseburg Sale No. 07-12
Sale Date: September 18, 2007
Bobbin Weave Commercial Thinning

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXPORT DETERMINATION

Location of facility where Federal Timber is expected to be processed.

Roseburg

INSTRUCTIONS

Timber sale applicant forwards information to authorized officer.

In compliance with requirements of 43 CFR 5424.1, I We hereby submit the following information:

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

Yes No (*If "Yes", give date of last export sale.*)

a. Export (*date*)

(2) Provide names of affiliates * who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

a. Affiliate	_____	Export date	_____
b. Affiliate	_____	Export date	_____
c. Affiliate	_____	Export date	_____

**See 43 CFR 5424.0-5*

Name of Firm

Signature of Signing Officer	Title	Date
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(See statement on reverse)

Form 5450-17 (August 1987)

The Bureau of Land Management collects this information pursuant to the law (see 43 CFR 5400.0-3(c)).

The Bureau of Land Management uses the information to determine whether Federal timber has been substituted for exported private timber (see 43 CFR 5400.0-5(n) and 5424.0-6(c)(2)).

A Bureau of Land Management timber purchaser is obligated to report this information under provisions of the above-numbered contract (see 43 CFR 5424.1).