



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Eugene District Office  
P.O. Box 10226  
Eugene, Oregon 97440-2226

IN REPLY REFER TO:

5430A

To: Eugene District Office

Attn: Sue Kragnes

### PROSPECTUS REQUEST

Please send the Prospectus for the following Eugene District timber sales to be sold on March 29, 2007.

Parcel Number

Sale Name

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requested by:

\_\_\_\_\_



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Eugene District Office

P.O. Box 10226

Eugene, Oregon 97440-2226

IN REPLY REFER TO:

5430A

February 28, 2007

This advertisement includes:

**Parcel No. 1 – Warner Roost - SBA Set-Aside Sale**

**Parcel No. 2 – Poolside Thin - SBA Set-Aside Sale**

### 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 her representative, at the **EUGENE DISTRICT OFFICE, 2890 CHAD DRIVE, EUGENE, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **March 29, 2007**.

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 of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The Register Guard newspaper on or about February 28, 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 5440-9 at not 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.

**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. The Form 5430-1, Self Certification Statement, is attached hereto. The successful bidder will be required to sign SBA Form 723, "Small Business Certification Required on All Preferential Sales of Set-Aside Timber," at the time he signs the timber sale contract. A copy of SBA Form 723 is attached.

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

1. Form 1140-6, a certification that the bid was arrived at by the bidder or offerer independently, and was tendered without collusion with any other bidder or offerer.
2. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

**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 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 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.

**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 10% of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

**QUALIFIED SMALL BUSINESS** concerns may apply to the Small Business Administration for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts and necessary contract changes will be made. Approval of loan applications rests with the Small Business Administration and may be contingent upon availability of funds. Applicants for such loans shall notify the Bureau of Land Management of their intention to apply for such loan.

**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, 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.

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

**A SPECIAL PROVISION** has been added to the contract that requires the Purchaser to give 14 days written notice prior to beginning or resuming operations.

**A SPECIAL PROVISION** is included in the contract that enables the Contracting Officer to suspend or terminate the contract in order to: (1) comply with the Endangered Species Act; (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 that 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.

**ACCESS** to the sale may be through a locked gate (see individual sale information). Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact the District Office at 683-6600.

This timber sale notice can also be found on the Eugene District web page at [www.blm.gov/or/districts/eugene/plans/eugene.php](http://www.blm.gov/or/districts/eugene/plans/eugene.php)

**Attachments:**

- |                 |                 |
|-----------------|-----------------|
| 1) Form 1140-4  | 5) Form 5450-17 |
| 2) Form 1140-6  | 6) Form 5440-9  |
| 3) Form 5430-1  | 7) Form 5450-22 |
| 4) SBA Form 723 |                 |

EUGENE DISTRICT  
UPPER WILLAMETTE RESOURCE AREA

**SBA**  
**SET ASIDE SALE**

PARCEL NO. 1  
SALE DATE: March 29, 2007

Tract No. E-07-672 - Warner Roost  
Linn County, Oregon: O&C

Bid Deposit Required: \$50,900.00

All timber designated for cutting on W 1/2 NE 1/4, SW 1/4, NW 1/4 SE 1/4 Section 21; SW 1/4 SW 1/4 Section 28 and S 1/2 NE 1/4, E 1/2 SW 1/4, SE 1/4 Section 29, T. 15 S., R. 2 W., Will. Mer.

Estimated Volume MBF 32' Log (Westside Rule)	Estimated Volume CCF	Species	Estimated Volume MBF 16' Log (Eastside Scribner)	Appraised Price Per MBF	Estimated Volume Times Appraised Price
3,987	8,641	Douglas-fir	4,730	\$105.00	\$496,650.00
335	754	Western hemlock	405	\$ 30.00*	12,150.00
4,322	9,395		5,135		\$508,800.00

APPRAISED PRICES are determined by market based analytical method. The minimum bid increment will be \$0.10 per MBF or multiples thereof. \*The Western hemlock is appraised at the minimum stumpage value per MBF.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

CRUISE INFORMATION: All species in the right-of-ways have been cruised using the 3P system to select sample trees. The sample trees have been cruised. Volume from this method is then expanded to a total volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

Volume for all Douglas-fir and Western hemlock in the Partial Harvest Areas was variable plot cruised. Plot data is then used to calculate v-bar and basal area per acre using the **National Cruise Program**. The basal area was determined with a Relaskop using a 20 BAF. This sale contains a total of 211 plots; 61 sample trees were randomly selected on these plots to determine v-bar. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 13.3" DBHOB; the average log contains 45 bd. ft.; the total gross volume is approximately 4,968 MBF; 95% recovery is expected; and 0% was determined to be salvage volume.

CUTTING AREA : Two areas totaling approximately 290 acres must be partial harvested and approximately 4 acres of right-of-way must be clear cut. Note: Acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed and improved;

ROAD MAINTENANCE: The Purchaser shall pay to BLM maintenance fees of \$13,026.84 for timber and mineral hauling on portions of BLM paved roads. The Purchaser shall maintain all BLM gravel roads and pay BLM a rockwear fee of \$10,374.34 for timber and mineral haul. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

**ROAD CONSTRUCTION:** Required

Suggested Rock Source: Eugene/Springfield

Road Nos.:	<u>Spurs Y and Z</u>	<u>Spur X</u>
Class:	SN-14	SN-16
Length:	24.35 sta.	18.3 sta.
Surfacing:	natural	3" minus
Compacted Depth:	N/A	8"
Estimated Quantity:	N/A	738 cy

Culverts  
 Diameter: 18" Length 30' CPP\*  
 \*CPP – Corrugated Polyethylene pipe

Total estimated excavation: 19 hours of tractor time and 13 hours of excavator time

Total estimated construction cost: \$36,410.72

Special Requirements in Road Construction: Operations limited to periods of dry weather. See Other Special Requirements for completion time requirements.

**ROAD IMPROVEMENT:** Required

Suggested Rock Source: Eugene/Springfield

Road Nos.	15-2-15 (surfacing and culvert replacement)
	15-1.31E (surfacing)
	15-1-19 (culvert replacements)
	15-2-29.4 (surfacing)
	15-2-29.1 (gate installation).

Culverts  
 Diameter: 18" CPP Length: 334'  
 Diameter: 24" CPP Length: 394'  
 Diameter: 30" CMP Length: 330'  
 Diameter: 36" CMP Length: 380'  
 Diameter: 48" CMP Length: 60'

Class:	SN-16
Length:	approximately 5.73 miles
Surfacing:	1½" minus 3" minus
Compacted Depth:	4" 8"
Estimated Quantity:	1923 cy 167 cy (compacted)

See Special Provisions - Exhibit C for rock allowances for culvert replacements.

Total estimated excavation: 202 hours of excavator time and 73 hours of tractor time

Total estimated improvement cost: \$243,317.00

Special Requirements in Road Improvement: After use, rock shall be removed from Spur X and placed and processed on Road No. 15-2-29.4. Culvert replacements and additions are required on Road Nos. 15-2-15 and 15-1-19. Drain dip construction is required on Road No. 15-2-29.4. Haul is restricted on that portion of Road No. 15-2-16 located within the Bald Eagle Seasonal Restriction Area shown on Exhibit A.

The Purchaser shall coordinate hauling and road improvement schedules with Douglas County Forest Products, the Purchaser of the Upper Cash Creek Timber Sale that has common haul routes.

This sale qualifies for application to the Small Business Administration for loan for access road construction.

**DURATION OF CONTRACT:** Duration of the contract will be 36 months for cutting and removal of timber.

**SPECIAL PROVISIONS:** The contract will contain special provisions regarding road construction, road maintenance, logging methods, prevention of erosion, falling of trees designated for cutting, logging residue reduction and submission of a written logging plan, landing locations, logging methods and logging schedule. Decommissioning constructed roads is required.

**OTHER SPECIAL REQUIREMENTS:**

1. No road construction, improvement or timber hauling on Spur Z or Road No. 15-2-16A between November 15 and March 15.
2. Ground based mechanized cutting and yarding operations will be prohibited on the Partial Harvest Areas during periods of excessive soil moisture. This will normally limit ground based logging to July 1 through October 1.
3. Hauling operations on native surface roads shall be restricted to the period of July 1 – October 15.
4. The Purchaser shall be required to clean logging, road construction, and tilling equipment to remove dirt and plant debris that may contain noxious weed seeds from the undercarriage, tracks and tire treads prior to entry on Federal lands.
5. Corridors may need to be adjusted to avoid cutting large snags and remnant trees.

6. Machine and or hand slash piling, covering and burning of slash is required on all landings and within 25 feet of Road Nos. 15-2-16, 15-2-29, 15-2-29.4 and 15-1-31.
7. Upon completion of use or after harvest activities, Purchaser will be required to use a combination of techniques to render Spurs X, Y and Z erosion resistant; till, construct drainage features, and block as shown on Exhibit G. Slash and debris shall be pulled on top of the tilled road as directed by the Authorized Officer. Purchaser shall till the entire road surface and ditches to a depth of 18 inches. Road No. 15-2-29.4 shall be water barred and blocked at the 15-1-31 junction. After use, rock surfacing from Spur X shall be removed and placed and processed onto Road No. 15-2-29.4.
8. In the Partial Harvest Area shown on Exhibit A, the Purchaser shall select and fall sufficient trees to create 250 linear feet per acre for CWD. The Purchaser shall also create 1470 snags. Selected trees shall be well distributed throughout the aforementioned portion of the Partial Harvest Area as determined by the Authorized Officer. Trees selected for CWD and snags may vary in species from either Douglas-fir or hemlock. All trees will be selected from the painted reserve trees. Selected trees must be between 15 -21 inches DBH.
9. Purchaser is required to provide and install a gate on Road No. 15-2-29.1.

***Special Provisions regarding contract suspension/modification/termination have been added to Section 41 of the contract.***

**OPTIONAL CONTRIBUTION:** The Purchaser will have the option of performing the slash piling, covering and burning or contributing \$8,112.48 in lieu thereof. The option must be declared prior to contract execution. Landing slash piling, road closure and blocking requirements of this contract are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

**NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA:** From Marcola, travel northeast on Marcola Road (County Road No. 1900) approximately 3 miles to Shotgun Creek Road No. 16-1-5. Proceed northwesterly on Shotgun Creek Road approximately 1 mile to the junction of Dollar Road No. 15-1-31. Proceed left on Dollar Road for 7 miles to the 15-2-16 junction and the timber sale area. Beware of log and rock trucks from two adjacent sales.

# TIMBER SALE LOCATION MAP

## Warner Roost - Tract No. E-07-672

TOWNSHIP

15 S.

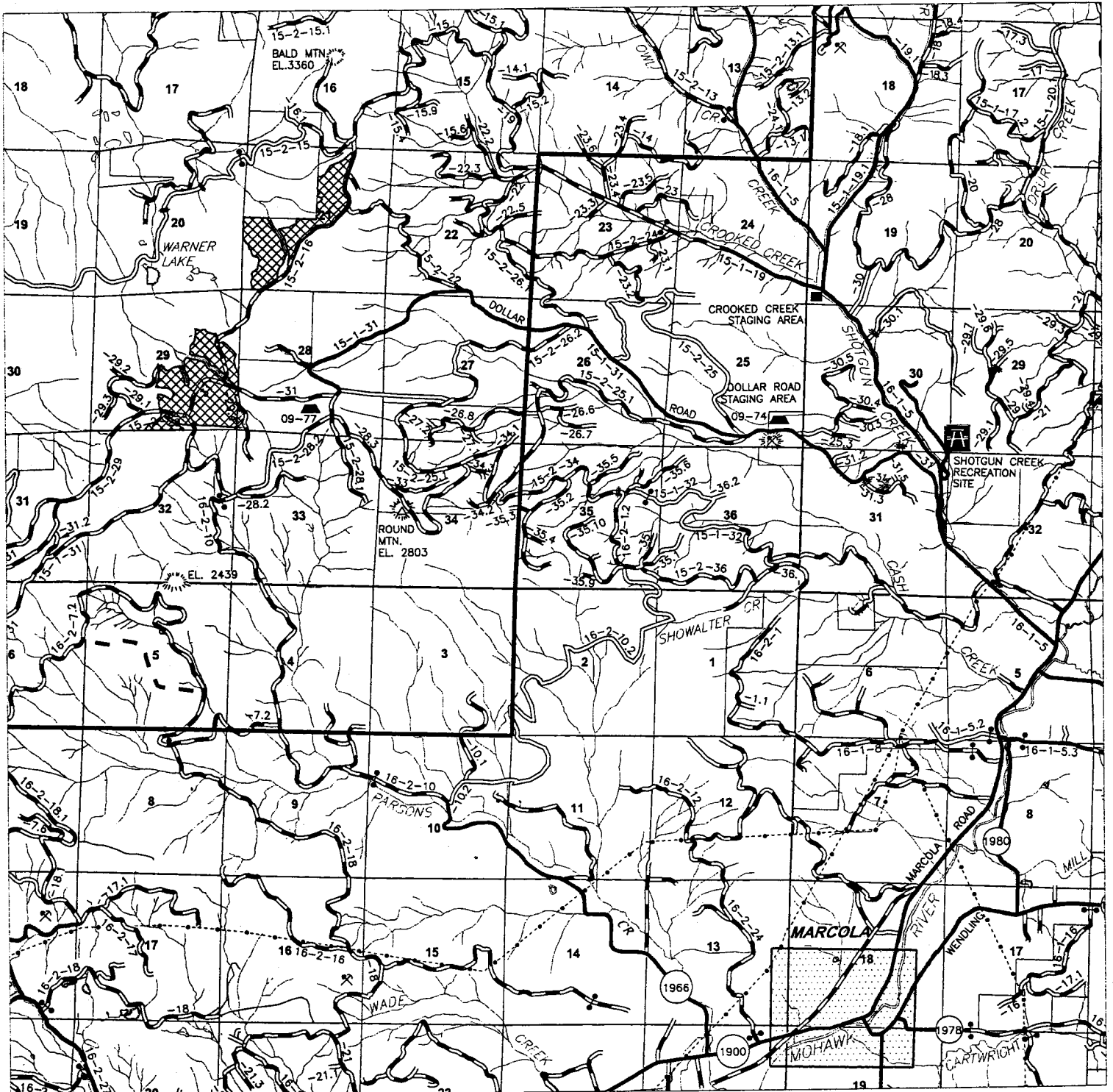
RANGE

2 W.

SECTION

21, 28 and 29

SCALE 1" = 1 MILE

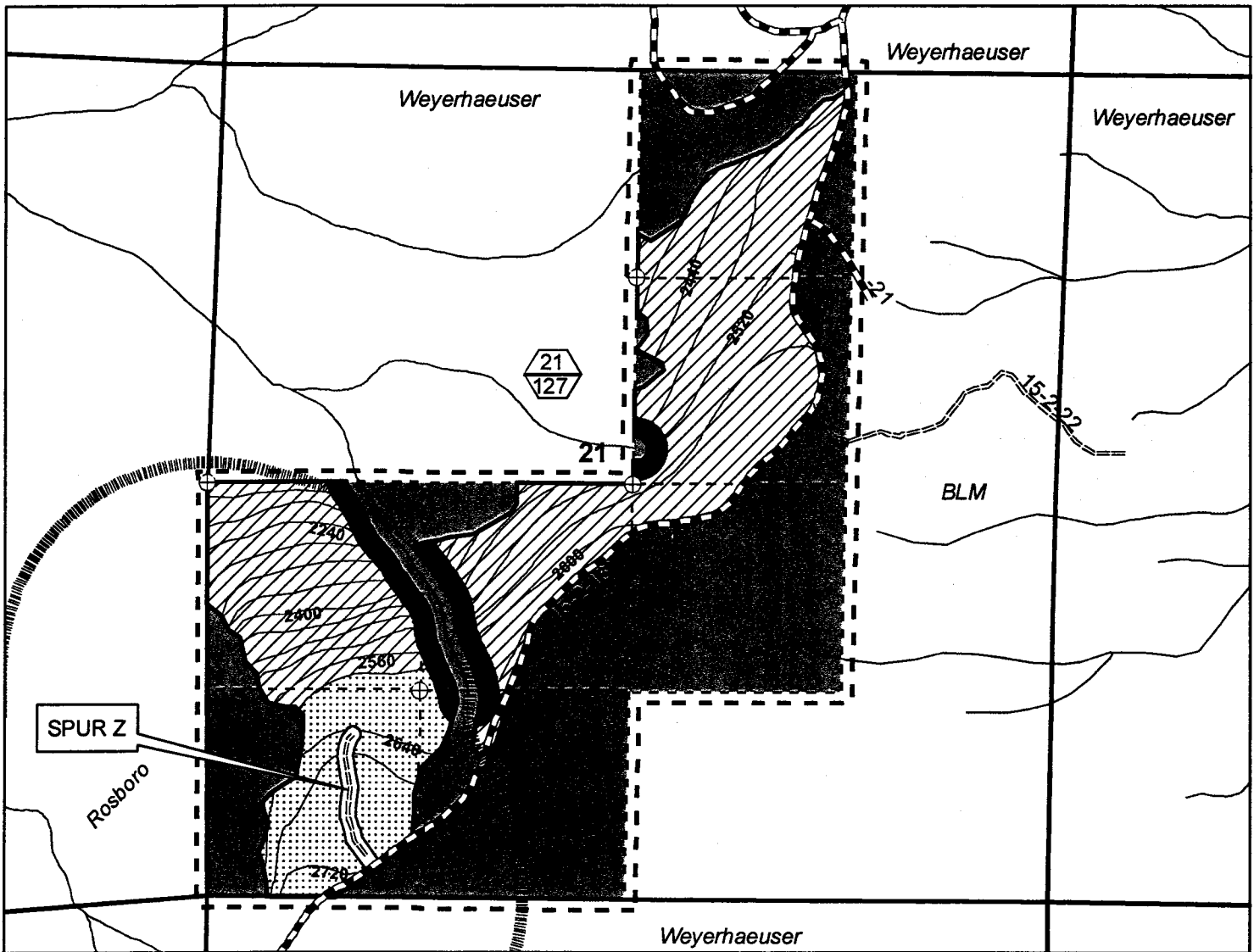




**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**

**EXHIBIT "A"  
SHEET 1 of 3**

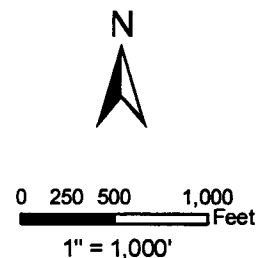
SALE NAME: WARNER ROOST TIMBER SALE CONTRACT NO.: OR090-TS07-672  
T.15S., R02W., SEC. 21 WILL. MER., EUGENE DISTRICT



**Legend**

- PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED
- PARTIAL HARVEST AREA - CABLE YARDING
- PARTIAL HARVEST AREA - GROUND BASED YARDING
- BOUNDARY - CONTRACT AREA
- RESERVE AREA
- RIPARIAN THINNING AREA
- SUBDIVISIONAL LINES
- BALD EAGLE SEASONAL RESTRICTION  
NOVEMBER 15 - MARCH 15
- CORNER FOUND
- EXISTING ROADS
- CHECKPOINT FIVE (CLASS 3 OHV TRAIL)
- NEW CONSTRUCTION
- SECTION LINES
- STREAMS
- 40 FT. CONTOURS
- HARVEST AREA NUMBER (TOP) /  
HARVEST AREA ACRES (BOTTOM)

<u>TOTAL SECTION 21</u>	
PARTIAL HARVEST AREA	- 127 ACRES
NEW ROAD RIGHT OF WAY AREA	- 1 ACRE
RESERVE AREA	- 152 ACRES
CONTRACT AREA	- 280 ACRES



02/26/2007

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Partial Harvest acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser.

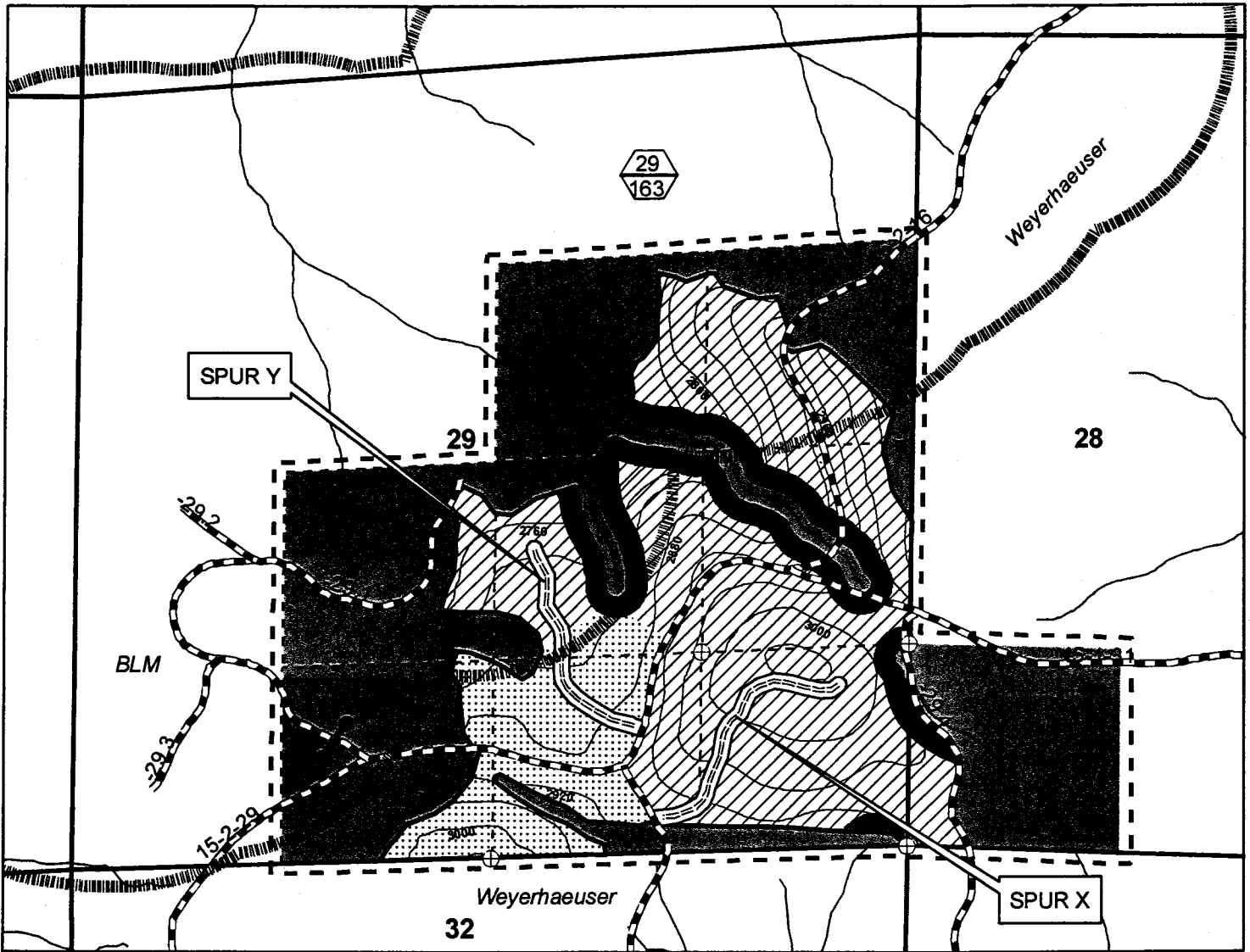




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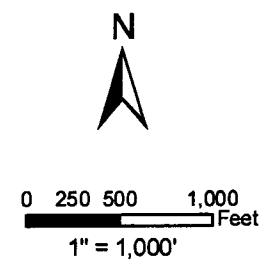
**EXHIBIT "A"  
SHEET 2 of 3**

SALE NAME: WARNER ROOST TIMBER SALE CONTRACT NO.: OR090-TS07-672  
T.15S., R02W., SEC. 28 & 29 WILL. MER., EUGENE DISTRICT



Legend	
	PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED
	PARTIAL HARVEST AREA - CABLE YARDING
	PARTIAL HARVEST AREA - GROUND BASED YARDING
	BOUNDARY - CONTRACT AREA
	RESERVE AREA
	RIPARIAN THINNING AREA
	SUBDIVISIONAL LINES
	BALD EAGLE SEASONAL RESTRICTION NOVEMBER 15 - MARCH 15
	CORNER FOUND
	EXISTING ROADS
	NEW CONSTRUCTION
	SECTION LINES
	STREAMS
	40 FT. CONTOURS
	NEW GATE INSTALLATION
	HARVEST AREA NUMBER (TOP) / HARVEST AREA ACRES (BOTTOM)

TOTAL SECTION 28 & 29	
PARTIAL HARVEST AREA	- 163 ACRES
NEW ROAD RIGHT OF WAY AREA	- 3 ACRES
RESERVE AREA	- 194 ACRES
CONTRACT AREA	- 360 ACRES



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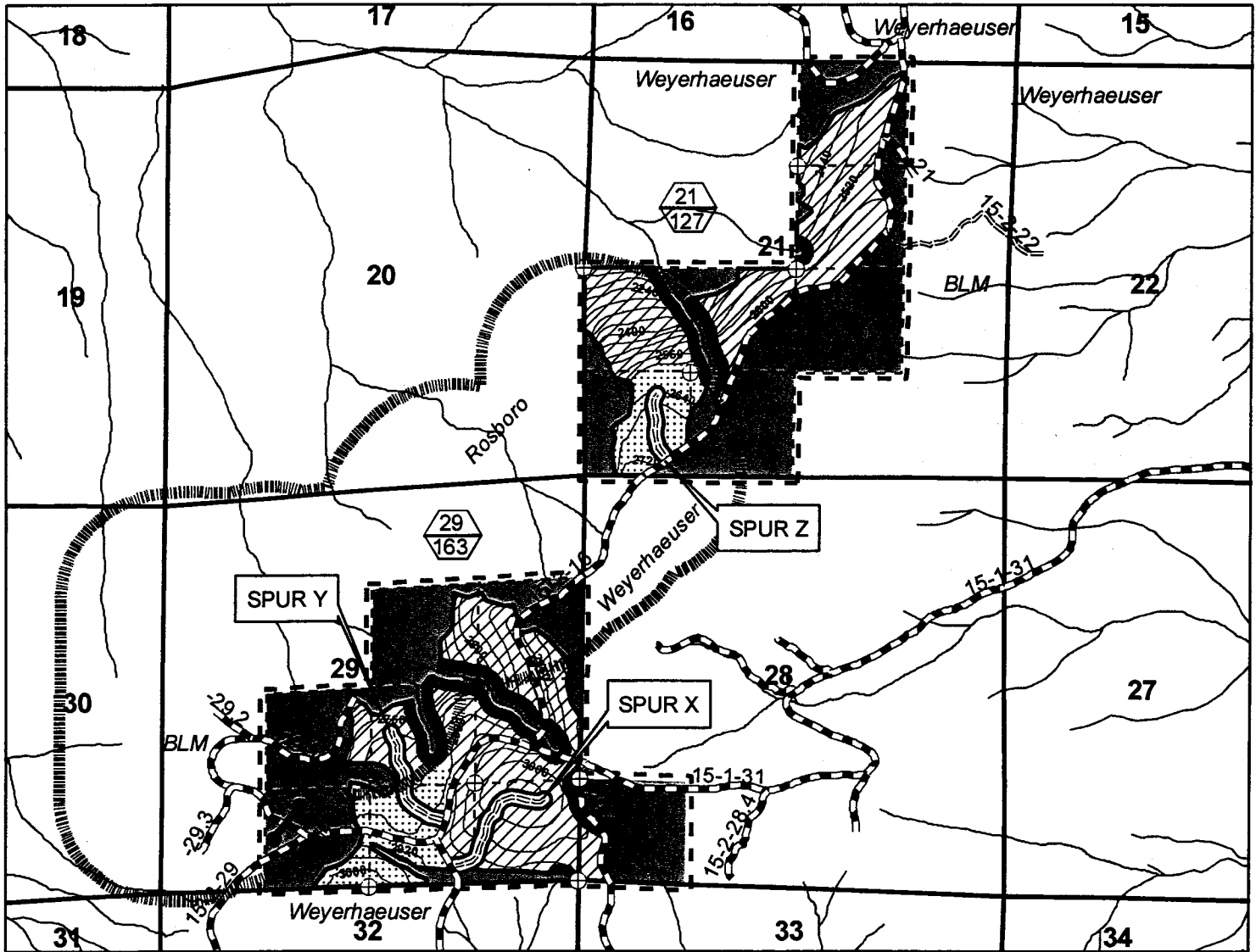
Partial Harvest acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser.



**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**

**EXHIBIT "A"  
SHEET 3 of 3**

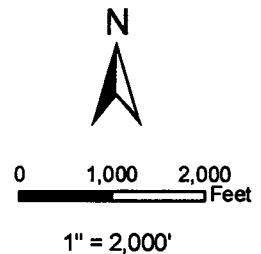
SALE NAME: WARNER ROOST TIMBER SALE CONTRACT NO.: OR090-TS07-672  
T.15S., R02W., SEC. 21, 28, & 29 WILL. MER., EUGENE DISTRICT



**Legend**

- PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED
- PARTIAL HARVEST AREA - CABLE YARDING
- PARTIAL HARVEST AREA - GROUNDBASED YARDING
- BOUNDARY - CONTRACT AREA
- RESERVE AREA
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- SUBDIVISIONAL LINES
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- CHECKPOINT FIVE (CLASS 3 OHV TRAIL)
- NEW CONSTRUCTION
- SECTION LINES
- STREAMS
- 40 FT. CONTOURS
- NEW GATE INSTALLATION
- HARVEST AREA NUMBER (TOP) /  
HARVEST AREA ACRES (BOTTOM)

GRAND TOTAL SECS. 21, 28, & 29	
TOTAL PARTIAL HARVEST AREA	- 290 ACRES
TOTAL NEW ROAD RIGHT OF WAY AREA	- 4 ACRES
TOTAL RESERVE AREA	- 346 ACRES
TOTAL CONTRACT AREA	- 640 ACRES



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Partial Harvest acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser.

**Seasonal Restriction Matrix**

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
Bald Eagle Restriction Area (All Activities)																								
Sap Flow																								
Ground Based Yarding																								
Hauling on Native Surfaced Road																								
Road Construction																								
Use of Spur Y & Z																								
Stream Culvert Removal & Replacement																								

\* Restricted Times Are Shaded



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management

District: Eugene  
 ATSP Tract No.: E-07-672  
 ADP: 04-672  
 Sale Name: Warner Roost

**Stumpage Computation**

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marginal* Logs (+)	Stumpage
Douglas-fir			448.64	298.88	44.86	--	104.90
Western hemlock			299.20	298.88	29.92	--	-29.60*
Wt. Average			436.85				94.29

\*Marginal Log Volume \_\_\_\_\_ MBF x \_\_\_\_\_ \$/MBF \_\_\_\_\_ Marg. Log Value  
 Marginal Log Value \$ \_\_\_\_\_ = \$ \_\_\_\_\_ Marginal Log Value / MBF  
 (D-fir Net Volume) MBF

**Appraised Price Summary**

TEA \_\_\_\_\_ RVA \_\_\_\_\_ Market Value   
 (Check one)

Number Trees		Species	Volume MBF	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
	25,760	Douglas-fir	4,730	\$105.00	\$496,650.00		
	5,281	W. hemlock	405	\$ 30.00*	12,150.00		
	31,041	Totals:	5,135		\$508,800.00		

\*Minimum stumpage applied (10% of pond value) rather than deficit amount.

**Log Grades (By Percent)**

Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir				26.0	63.0	11.0
Western hemlock				8.0	73.0	19.0

Appraised By Michael Hallinan Date 8/14/06  
 Appraisal Reviewed By Jodi Reynolds/Sue Kragnes Date 2/1/07

# SBA Set-Aside

Tract No. E-07-535 Poolside Thin  
Lane County, Oregon: O&C

Bid Deposit Required: \$125,000.00

All timber designated for cutting on S $\frac{1}{2}$ SW $\frac{1}{4}$  Section 14; Lot 5, S $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 15; N $\frac{1}{2}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$  Section 22; Lot 2, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 23; T 15 S., R. 7 W., Will. Mer.

Estimated Volume (MBF) 32' Log	Estimated Volume (CCF)	Species	Estimated Volume (MBF) 16' Log	Appraised Price Per MBF	Estimated Volume Times Appr. Price
6,308	14,370	Douglas-fir	7,885	\$ 152.00	\$1,198,520.00
1,198	2,804	Western hemlock	1,497	\$ 30.00*	44,910.00
10	26	Western red cedar	12	\$ 363.00	4,356.00
6	13	Alder	7	\$ 235.00	1,645.00
7,522	17,213	TOTALS	9,401		\$1,249,431.00

APPRAISED PRICES are determined by a market based analytical method unless otherwise noted. Hardwood species are appraised at market value. The minimum bid increment will be \$0.10 per MBF or multiples thereof. Western hemlock is appraised at minimum stumpage value.

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

CRUISE INFORMATION: All species in the right-of-ways have been cruised using the 3P system to select sample trees. A portion of the sample trees have been felled, bucked, and scaled for verification of cruised samples. The sample trees have been cruised and the volume computed using the National Cruise Program for estimating volume in 16-foot lengths and the volume expanded to a total right-of-way volume. A map showing the locations and descriptions of these sample trees is available at the Eugene District Office. Volume for all coniferous species in the Partial Harvest Area was variable plot cruised for estimating board foot volume of trees in 16-foot logs. Sample tree volume is expanded to a total sale volume using the National Cruise Program. The tree count was determined with a Relaskop using a 27.78 BAF. This sale contains a total of 279 plots of which 93 plots have sample trees and 186 are tree count plots. A portion of the sample trees located in cruise plots have been felled, bucked and scaled to verify the cruise. A map showing the locations of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 12.8" DBHOB; the average log contains 42 bd. ft.; the total gross volume is approximately 8,259 MBF; and 95% recovery is expected.

CUTTING AREA: One area totaling approximately 398 acres must be partial harvested and approximately 14 acres of right-of-way must be clear cut.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed.

ROAD MAINTENANCE: The Purchaser shall pay BLM a road maintenance fee of \$8,339.32 and a rockwear fee of \$6,230.02. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Spurs: A-J

Class: SN-14

Length: 49.76 stations

Total estimated excavation: 57 hours of tractor time.

Total estimated construction cost: \$14,699.73

Special Requirements in Road Construction: Operations limited to periods of dry weather.

**ROAD RENOVATION: Required**

Road Nos. 15-7-22, 15-7-22.71, 15-7-22.72, 15-7-22.73, 15-7-22.74,  
15-7-22.75, 15-7-22.76, 15-7-22.77, and 15-7-26.3

Class: SN-14

Length: 144.83 stations

Surfacing: ASC

Width: 12'

Compacted Depth: 6"

Estimated Quantity: 2,210 (loose) CY

Total estimated renovation cost: \$65,939.84

Special Requirements in Road Renovation: Operations limited to periods of dry weather. Road No. 15-7-22 shall be rocked to its junction with Road No. 15-7-22.75. Roads No. 15-7-22.71, 15-7-22.74, 15-7-22.75, and 15-7-26.3 shall be rocked. Rocking shall be in accordance with Exhibit C.

Culverts:

Diameter:

18"

Length:

42' (1)

**ROAD IMPROVEMENT: Required**

Road No. 15-7-23

Class: SN-16

Length: 111.20 stations

Surfacing: ASC

Width: 14'

Compacted Depth: 4"

Estimated Quantity: 3,024 (loose) CY

Total estimated improvement cost: \$91,159.06

Special Requirements in Road Improvement: Operations limited to periods of dry weather. Improvement shall be completed no later than October 31, 2007.

Suggested Rock Source: Commercial  
Junction City area

Culverts:

Diameter:

18"

24"

Length:

752' (19)

46' (1)

This sale qualifies for application to the Small Business Administration for loan for access road construction.

**DURATION OF CONTRACT:** Duration of the contract will be 36 months for cutting and removal of timber.

**SPECIAL PROVISIONS:** The contract will contain special provisions regarding road construction, road renovation, road improvement, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, submission of a written logging plan specifying spur road locations, landing locations, logging methods, and logging schedule.

Under Sec. 25 of the timber sale contract, tractor logging will be prohibited during periods of excessive soil moisture. This will normally limit tractor logging to July, August and September.

This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include:

- 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;
- 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;
- The use of unilateral modifications executed by BLM for such additional timber;
- 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.

It is estimated that approximately 730 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.

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 Eugene 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.

**OTHER SPECIAL REQUIREMENTS:**

Hauling on Road No. 15-7-23 shall be limited to the dry season prior to completion of required improvement.

No felling, yarding, or loading shall be permitted in or through Reserve Areas shown on Exhibit A, except felling and yarding may occur in the Special Yarding Areas, and yarding may occur over Stream 1. Trees felled in these areas will be retained on site. When yarding over Stream 1, trees shall be felled parallel to the stream and full suspension is required.

Approximately 41 Special Habitat Trees in 2 groups have been marked with yellow paint and are shown on Exhibit A. Yarding equipment shall not be attached to them, and the trees shall not be felled or damaged.

In the Special Operating Area shown on Exhibit A (approximately 12 acres), no operations shall occur from April 1 through August 5, due to wildlife concerns. From August 6 through September 15, both days inclusive, daily operations shall not begin until at least 2 hours after sunrise and shall cease at least 2 hours prior to sunset. This restriction shall not be waived.

The Purchaser shall have the option to rock Spurs A-E, G and J; and Roads No. 15-7-22.72 and 15-7-22.77 at Purchaser's expense. If the option is exercised, fees for mineral haul will be collected. Other newly constructed and renovated roads shall not be rocked.

Yarding *shall* be done with a carriage equipped skyline capable of yarding 1,900 feet slope distance in the following areas: the Partial Harvest Area on slopes greater than 35%; and within **210 feet** of streams, except in the Special Skidding Areas. Lift trees and/or intermediate supports may be necessary.

In the Partial Harvest Area and in the Special Skidding Areas, where slopes are less than 35%, yarding *may* be done either by a skyline system as described above, or by equipment operated entirely on designated skid roads during periods of low soil moisture. In the Special Skidding Areas, new skid trails shall be located at least **75 feet** from the posted boundary.

The Purchaser shall clean yarding, logging, road construction, decommissioning, and slash disposal equipment, using a water pressure hose, prior to entry on BLM lands.

There are requirements for blocking and waterbarring roads between logging seasons.

Upon completion of hauling, the Purchaser shall decommission skid trails, newly constructed roads and renovated roads. Decommissioning measures include:

- Remove rock placed at Purchaser's option on Spurs A-E, G and F and remove from BLM land at Purchaser's expense.
- Till with decompaction equipment, such as a track mounted excavator, during the dry season, skid trails, Spurs A-J and natural surface renovated roads..
- Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
- Place logging slash on skid trails, Spurs A-J and renovated roads where available.
- Block roads at entry points from Road 15-7-23 using stumps, slash, and/or cull logs as directed by the Authorized Officer.

**OPTIONAL CONTRIBUTION:** The Purchaser will have the option of performing pile burning or contributing \$500.91 in lieu thereof. The option must be declared prior to contract execution.

**NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA:**

From Eugene travel north on Highway 99. Turn west onto Highway 36. Proceed west on Highway 36 for approximately 20 miles to Horton Road (County Road 3640). Proceed north on Horton Road to the junction with Road No. 15-7-35. Proceed on Road No. 15-7-35 for approximately 2 miles to Road No. 15-7-23. Proceed on Road No. 15-7-23 for approximately 1 mile, following "Timber Sale Area" signs.

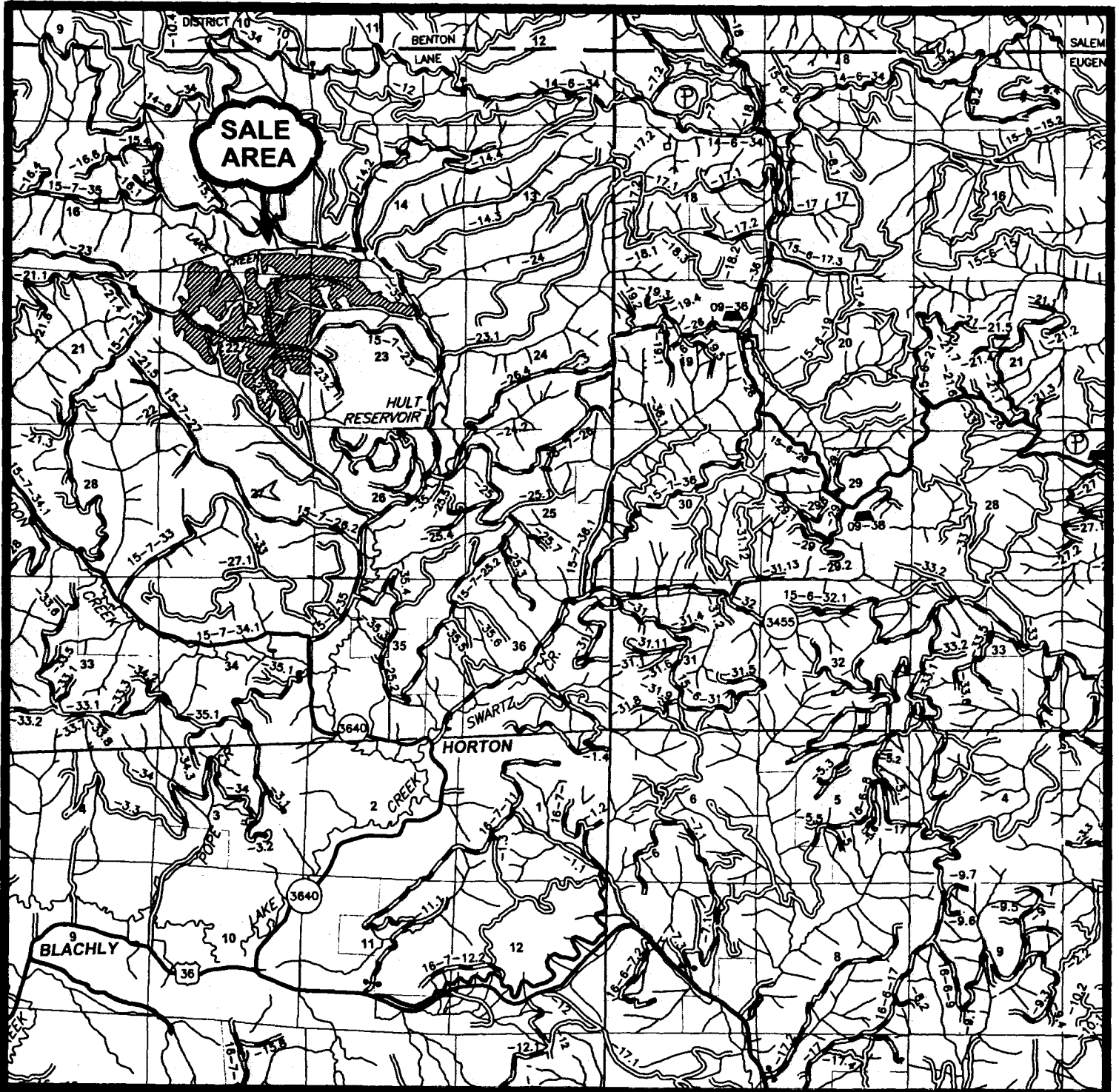
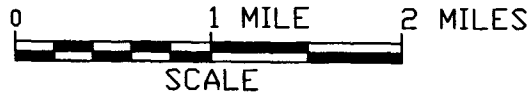


# TIMBER SALE LOCATION MAP

Poolside Thin

TOWNSHIP 15 S. RANGE 7 W.

SECS. 14, 15, 22 and 23

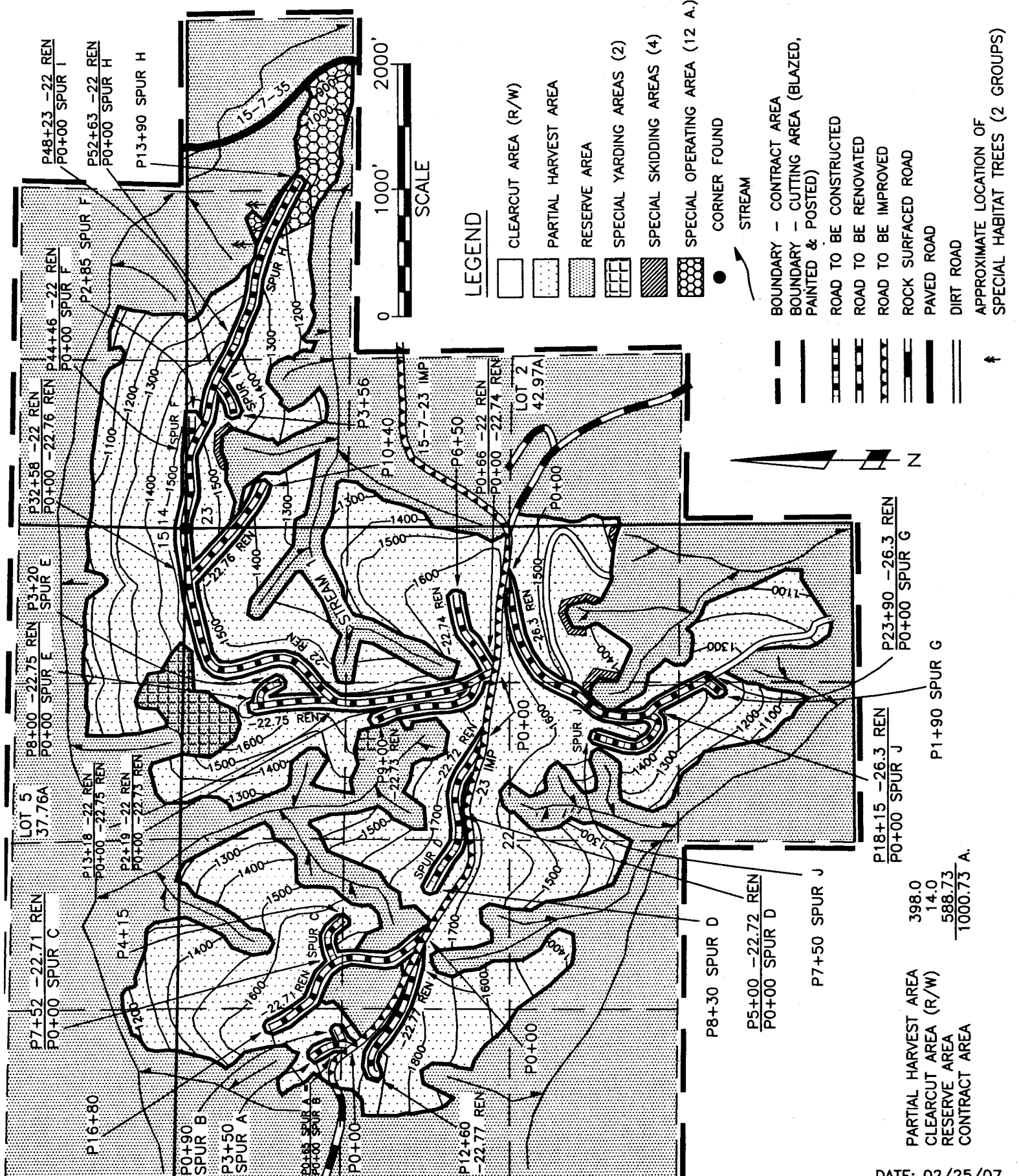


UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

SALE NAME: POOLSIDE THIN TIMBER SALE CONTRACT NO.: OR090-TS07-535

T. 15S , R. 7W , SEC. 14,15,22&23 , WILL. MER., EUGENE DISTRICT



LEGEND

- CLEARCUT AREA (R/W)
- PARTIAL HARVEST AREA
- RESERVE AREA
- SPECIAL YARDING AREAS (2)
- SPECIAL SKIDDING AREAS (4)
- SPECIAL OPERATING AREA (12 A.)
- CORNER FOUND
- STREAM

- BOUNDARY - CONTRACT AREA
- BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED)
- ROAD TO BE CONSTRUCTED
- ROAD TO BE RENOVATED
- ROAD TO BE IMPROVED
- ROCK SURFACED ROAD
- PAVED ROAD
- DIRT ROAD
- APPROXIMATE LOCATION OF SPECIAL HABITAT TREES (2 GROUPS)

PARTIAL HARVEST AREA	398.0
CLEARCUT AREA (R/W)	14.0
RESERVE AREA	588.73
CONTRACT AREA	1000.73 A.

DATE: 02/25/07

# Seasonal Restriction Matrix

Restricted Times are Shaded and X'd; 2-hour daily timing restrictions are X'd

		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
		1	15	1	15	1	15	1	15	1	15	1	15
<b>Felling, yarding or loading</b>													
<u>Partial Harvest Areas</u>													
<ul style="list-style-type: none"> <li>April 15 – June 15, both days inclusive</li> <li>Sap flow seasonal restriction may be conditionally waived</li> </ul>													
<b>Felling, yarding, loading, road renovation</b>													
<u>Special Operating Area</u>													
<ul style="list-style-type: none"> <li>April 1 – August 5, both days inclusive: no operations</li> <li>August 6 - September 15, both days inclusive: operations shall not begin until 2 hours after sunrise and shall cease 2 hours prior to sunset</li> <li>Waivers will not be granted</li> </ul>													
<b>Ground-based yarding</b>													
<u>Partial Harvest Areas</u>													
<ul style="list-style-type: none"> <li>Typically October 1 – July 1; may vary due to weather conditions</li> </ul>													
<b>Right-of-way logging and clearing</b>													
<u>Right-of-Way Areas</u>													
<ul style="list-style-type: none"> <li>Typically October 1 – May 31; may vary due to weather conditions</li> </ul>													
<b>Yarding &amp; hauling on natural-surfaced roads</b>													
<u>Partial Harvest Areas</u>													
<ul style="list-style-type: none"> <li>Typically September 15 – May 31; may vary due to weather conditions</li> <li>Purchaser option rocking of some roads will be permitted</li> </ul>													

NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and stipulations.



OR-5420-1a  
(June 1986)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
**STUMPAGE COMPUTATION**  
MBF

District **Eugene**  
ATSP Tract No. **E-07-535**  
ADP No.  
Sale Name **Poolside Thin**

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (/)	Stumpage
Douglas-fir	---	---	448.54	256.20	40.38	---	152.06
Western hemlock	---	---	303.20	256.20	27.29	---	30.00 **
Western red cedar	---	---	680.00	256.20	61.20	---	362.60
Red alder	---	---	540.00	256.20	48.50	---	235.20
** 10% of Pond Value							
Wt. Average			425.84				132.66

\*Marginal Log Volume NA MBF X                      \$/MBF                      Marg. Log Value  
 Marginal Log Value \$                      = \$                      Marginal Log Value/MBF  
 (D-fir Net Volume)                      MBF

**APPRAISED PRICE SUMMARY**

TEA            RVA            X            Market Value           

(Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
---	44,435	Douglas-fir	7,885	152.00	\$1,198,520.00		
---	12,153	W. hemlock	1,497	30.00	44,910.00		
---	160	W. red cedar	12	363.00	4,356.00		
---	67	Red Alder	7	235.00	1,645.00		
---	56,815	<b>TOTALS</b>	9,401		\$1,249,431.00		

**LOG GRADES (By Percent)**

Species	Code #1	#2	#3	2 Saw	3 Saw	4 Saw
				#4	#5	#6
Douglas-fir				28.0	60.0	12.0
Western Hemlock				23.0	63.0	14.0
Western red cedar					80.0	20.0
Red alder					100.0	

Appraised By: Greg Scheid  
 Appraisal Reviewed By: Heather Moss-Frystak

Date: 12/06  
 Date: 2/07

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 Non-segregated 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.

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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.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Bid, invitation number, or other  
identification

Tract No.

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bid Date

March 29, 2007

Bidder or offeror (name)

Address (include zip code)

Specify government-owned property bid on (item)

Timber Sale of approximately \_\_\_\_\_ MBF

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 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

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.



Agency Forest  
Bureau of Land Management  
Eugene District Office

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 \_\_\_\_\_

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**EXPORT DETERMINATION**

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

**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 affiliated\* 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 \_\_\_\_\_

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Sale Number

Bid Date

CASH BID BOND

KNOW BY ALL MEN BY THESE PRESENTS, That  I  We \_\_\_\_\_

of \_\_\_\_\_

doing business as an  individual  partnership  corporation organized and existing under the laws of the State of \_\_\_\_\_ as Principal, is held and firmly bound unto the United States of America in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ),

lawful money of the United States, for the payment of which, well and truly to be made, I bind myself, my heirs, executors, administrators, successors and assigns, jointly and severally, as a further guarantee of which a cash deposit or assured payment has been made with the Bureau of Land Management at \_\_\_\_\_ in the form of a \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

~~A \_\_\_\_\_ shall not be negotiated unless the principal fails to enter into a written contract with the Government in accordance with the bid and terms and conditions of the notice of the above sale.~~

THAT, The said Principal does hereby constitute and appoint the Secretary of the Interior as his attorney, to transfer and apply the said deposit, as security for the faithful performance of the above condition, and it is agreed that, in case of any default in the performance of this condition, that said attorney shall have full power to assign, appropriate, transfer, and apply said deposit without notice, as liquidated damages.

The said Principal hereby ratifies and confirms whatever his said attorney shall do by virtue of these presents.

If the said Principal shall within the period specified in the notification of award enter into a written contract with the Government, in accordance with the bid and terms and conditions of the notice of sale, then and in that event the above obligation shall be null and void and the deposit shall be released and returned to the Principal. Otherwise, said obligation shall remain in full force and effect.

Signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:

IN THE PRESENCE OF TWO WITNESSES:

\_\_\_\_\_

\_\_\_\_\_ (Witness)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Witness)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Address)

IF CORPORATION, SIGN HERE

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Title)

CORPORATION CERTIFICATE

If Purchaser is a corporation, the following certificate shall be executed by the Secretary or Assistant Secretary of the Corporation. I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Purchaser herein; that \_\_\_\_\_, who signed this contract was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

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.



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.  Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	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

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 timber 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-873), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget Paperwork Reduction Project (1004-0013), 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. 374; 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. 501 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 the 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 for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued the *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 the event of a tie, the high bidder shall be determined by lot from 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 bid, 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 high 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.

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.\*

7. **BID DEPOSIT** – All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposits 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 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 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 an 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 to 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 be 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 the 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.

\* Applies to Timber Only

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 and 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 used; (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 or 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.