



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 (541 683-6962)

PROSPECTUS REQUEST

Check the box below to request a prospectus for the Eugene District timber sales to be sold on July 26, 2007.

Check Box Below

Sale Name

Billy Tower

Parsons Complex

Mail to:

Requested by:

Phone Number:



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

June 27, 2007

This advertisement includes:

Parcel No. 1 – Billy Tower

Parcel No. 2 – Parsons Complex

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, July 26, 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 June 27, 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.

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 a 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 http://www.blm.gov/or/districts/eugene/plans/eugene/ts_notice.php if internet access problems related to ongoing litigation are resolved.

Attachments:

- Form 1140-4
- Form 1140-6
- Form 5450-17
- Form 5450-22
- Form 5440-9

EUGENE DISTRICT
SIUSLAW RESOURCE AREA

PARCEL NO.: 1
SALE DATE: July 26, 2007

Tract No. E-07-536 Billy Tower
Lane County, Oregon: O&C

Bid Deposit Required: \$131,700.00

All timber designated for cutting on Lot 8, Section 13; N½NE¼, W½ Section 14; Lot 1, NE¼, N½SE¼, SE¼SE¼ Section 15; 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
3,918	8,963	Douglas-fir	4,898	\$ 221.00	\$1,082,458.00
<u>1,386</u>	<u>3,216</u>	Western hemlock	<u>1,733</u>	\$ 135.00	<u>233,955.00</u>
5,304	12,179	TOTALS	6,631		\$1,316,413.00

APPRAISED PRICES are calculated by determining market value through the analytical appraisal method. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

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 and a portion of the sample trees have been cruised. Volume from both methods is then expanded to a total sale 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 Area 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 269 plots. To determine v-bar, 149 sample trees were randomly selected on these plots. Some sample trees located in cruise plots have been felled, bucked and scaled to determine form class and to verify the cruise. 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 12.6" DBHOB; the average log contains 40 bd. ft.; the total gross volume is approximately 5,144 MBF; and 95% recovery is expected.

CUTTING AREA: One area totaling approximately 312 acres must be partial harvested and approximately 2 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
4. Roads covered by Right-of-Way and Road Use Agreement E-121A between Freres Timber, Inc., and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Freres Timber, Inc.. The license agreement shall be delivered to Freres Timber, Inc., for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay BLM a road maintenance fee of \$10,709.93 and a rockwear fee of \$714.22. The Purchaser shall pay Freres Timber, Inc., a maintenance fee of \$44.12. Under the terms of Right-of-Way and Road Use Agreement E-340, the Purchaser shall pay Weyerhaeuser Company a rockwear fee of \$836.86. 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-C
Class: SN-14
Length: 16.95 stations
Total estimated excavation: 23 hours of tractor time.
Total estimated construction cost: \$4,822.37
Special Requirements in Road Construction: Operations limited to periods of dry weather.

ROAD RENOVATION: Required

Road Nos. 15-7-12 Segment C; -14.2 Segment A2, -14.7, -14.10, -14.11, -14.12, -14.13, -14.14, -14.73, -15.75, and -15.76

Class: SN-14

Length: 168.38 stations

Total estimated excavation: 7 hours of tractor time.

Estimated Quantity Culvert Bedding: 20 CY

Total estimated renovation cost: \$15,414.13

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

Suggested Rock Source:

Junction City area

Culverts:

<u>Diameter:</u>	<u>Length:</u>
18"	114' (5)

ROAD IMPROVEMENT: Required

Road No. 15-7-14.2 Segment A1

Class: SN-16

Length: 45.88 stations

Estimated Quantity Culvert Bedding: 200 CY

Total estimated excavation: 200 CY (multi-plate pipe arch)

Total estimated improvement cost: \$46,536.74

Suggested Rock Source:

Junction City area

Culverts:

<u>Diameter:</u>	<u>Length:</u>
18"	134' (5)
30"	30' (1)
36"	34' (1)
8'2"x5'9"	46' (1)

Special Requirements in Road Improvement: Operations limited to periods of dry weather. A multi-plate pipe arch shall be installed at M.P. 0.60 and shall be delivered to the jobsite pre-assembled.

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 600 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:

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 16 Special Habitat Trees in 1 group 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.

The Purchaser shall have the option to rock Spurs A-B and Roads No. 15-7-12 Segment C, 15-7-14.10, 15-7-14.11, 15-7-14.12, 15-7-14.13, 15-7-14.73, 15-7-15.75, and 15-7-15.76 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.

No yarding or hauling shall be conducted on natural surfaced roads or Road No. 15-7-14.2 north of the junction with Road No. 15-7-14.11 during periods of wet weather, as determined by the Authorized Officer. If the Purchaser rocks Road No. 15-7-14.11, hauling during periods of wet weather will be permitted so long as the road is maintained to prevent sediment delivery into Stream 2. If sediment delivery to Stream 2 occurs, wet weather hauling shall not be allowed until road maintenance has remedied the condition. The Authorized Officer will determine the suitability of the road for haul.

Yarding *shall* be done with a carriage equipped skyline capable of yarding 1,400 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:

- A final blading of rock placed at Purchaser's option on Spurs A-B and Roads No. 15-7-15.75 and 15-7-15.76.
- Till with decompaction equipment, such as a track mounted excavator, during the dry season, Spurs A-B, Roads No. 15-7-15.75 and 15-7-15.76, if not rocked; skid trails; and Spur C.
- Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
- Place logging slash on skid trails, Spurs A-C, and Roads No. 15-7-15.75 and 15-7-15.76 where available.
- Block Spurs A-C, Road No. 15-7-12C, and Roads No. 15-7-14.7, 15-7-14.14, 15-7-15.75 and 15-7-15.76 at entry points 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 \$702.77 in lieu thereof. The option must be declared prior to contract execution.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Obtain a key from BLM office. Access to a portion of the sale is through a locked gate. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale site should first contact Alan Corbin at 683-6792.

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 3658). Proceed north on Horton Road to the junction with Road No. 15-7-35. Proceed on Road No. 15-7-35 for approximately 3 miles and follow the "Timber Sale Area" signs.

Seasonal Restriction Matrix

Restricted Times are Shaded

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
	1	15	1	15	1	15	1	15	1	15	1	15
Felling, yarding or loading												
<u>Partial Harvest Areas</u>												
<ul style="list-style-type: none"> ▪ April 15 – June 15, both days inclusive ▪ Sap flow seasonal restriction may be conditionally waived 												
Ground-based yarding												
<u>Partial Harvest Areas</u>												
<ul style="list-style-type: none"> ▪ Typically October 1 – July 1; may vary due to weather conditions 												
Right-of-way logging and clearing												
<u>Right-of-Way Areas</u>												
<ul style="list-style-type: none"> ▪ Typically October 1 – May 31; may vary due to weather conditions 												
Yarding & hauling on natural-surfaced roads and Road No. 15-7-14.2 north of junction with Road No. 15-7-14.11												
<u>Partial Harvest Areas</u>												
<ul style="list-style-type: none"> ▪ Typically October 15 – May 31; may vary due to weather conditions 												

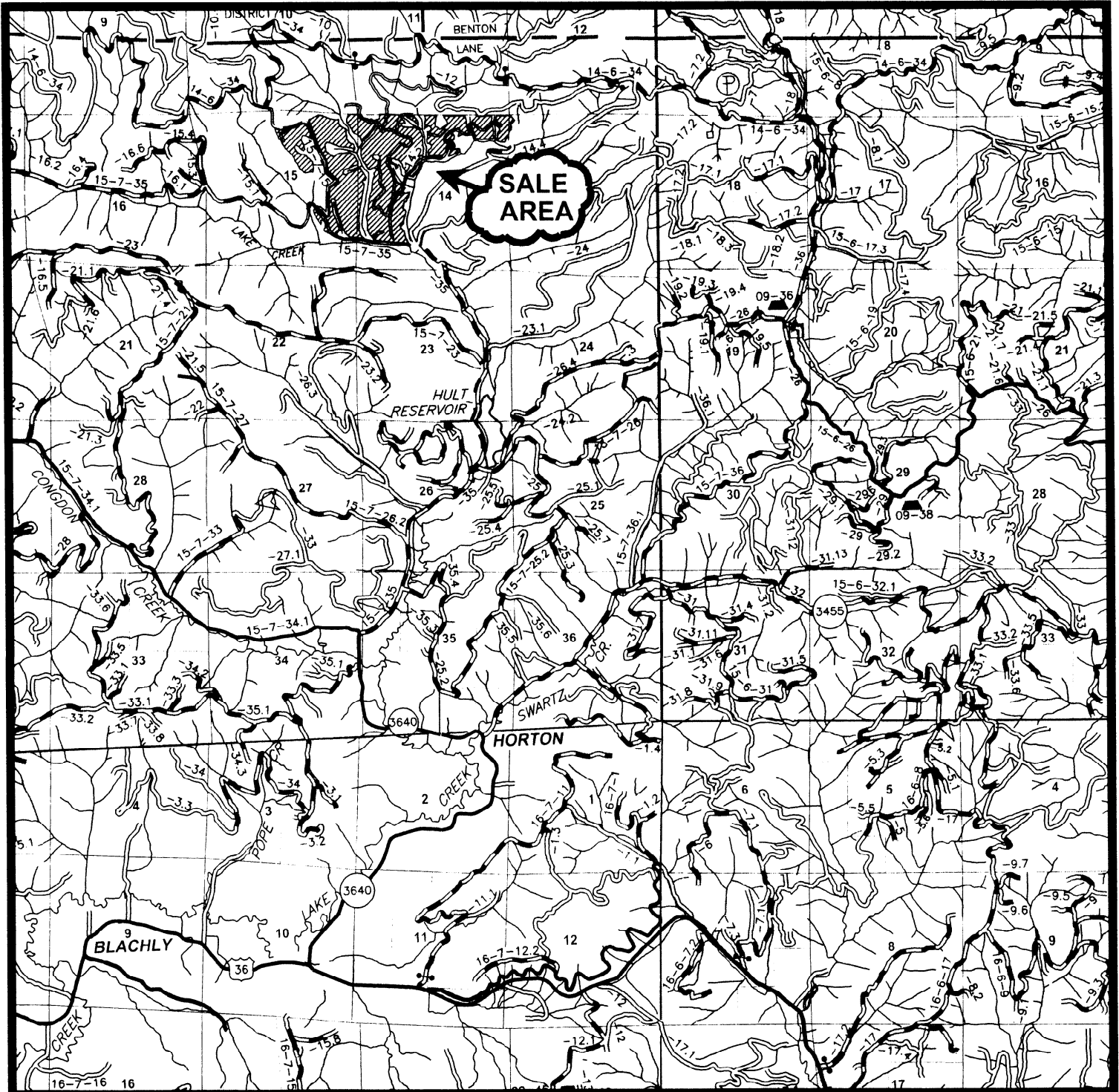
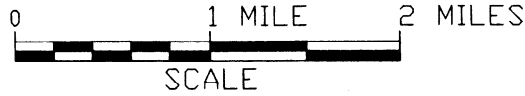
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

TIMBER SALE LOCATION MAP

Billy Tower

TOWNSHIP 15 S. RANGE 7 W.

SECS. 13, 14 and 15

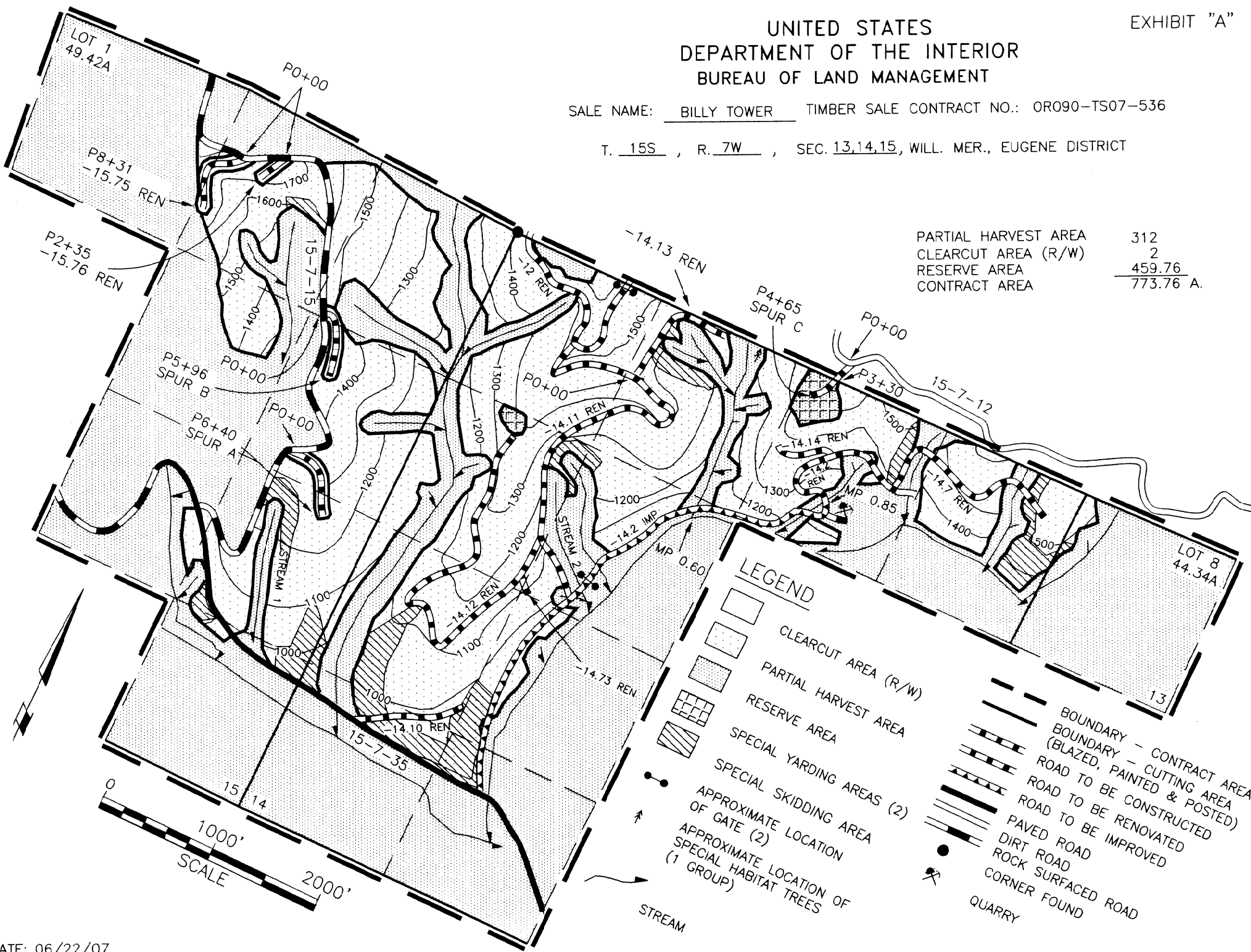


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SALE NAME: BILLY TOWER TIMBER SALE CONTRACT NO.: OR090-TS07-536

T. 15S , R. 7W , SEC. 13,14,15, WILL. MER., EUGENE DISTRICT

PARTIAL HARVEST AREA	312
CLEARCUT AREA (R/W)	2
RESERVE AREA	459.76
CONTRACT AREA	<u>773.76 A.</u>



UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management
TIMBER SALE SUMMARY

District Eugene
Sale Date 7/26/07
Parcel No. 1

Sale Name Billy Tower
ATSP Tract E-07-536
County & State Lane, OR
Master Unit Siuslaw

Planning Unit Siuslaw
Type of Sale Advertised
Time for Cutting & Removal 36 Mos.
Time for Removal of Personal Property 1 Mos.

O&C	CBWR	P.D.	Township	Range	Section	Subdivision
X			15S	7W	13	Lot 8
X			15S	7W	14	N½NE¼, W½
X				7W	15	Lot 1, NE¼, N½SE¼, SE¼SE¼

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF						Total Cutting Volume	Cutting Areas Acres		
	D.-fir	WH						Partial	Clear	Selectives
PH Area	4,840	1,724					6,564	312		
R/W	58	9					67		2	
	4,898	1,733					6,631	312	2	

COSTS	MBF
Falling & Bucking.....	\$ Included With Yarding
Yard, Load, etc.....	173.03
Transportation.....	29.62
Road Construction.....	10.07
Road Amortization.....	NA
Road Maintenance.....	2.63

Other Allowances*	Costs
*Specify	
Seasonal Road Blocking	\$ 0.12
Haul & Skid Rd Decommissioning	0.27
Slash Disposal	0.71
Total Other Allowances	1.10
Total Cost to Utilization Center	\$ 216.45
Utilization Center (Peelers)	N/A
Miles to Utilization Center	N/A
Utilization Center (Sawlogs)	Eugene
Miles to Utilization Center	46
Weighted Miles to Utilization Center	46

Profit & Risk Allowance	
Basic Profit & Risk.....	7 %
Additional Risk	
Low 1%.....	----
Medium 2%.....	2
High 3%.....	----
Total Profit & Risk.....	9

Tract Features			
Ave Log (Bd. Ft.): D-fir	40	All 42	Ave DBH (all): 12.6
Recovery D-fir	95 %	All 95	
Salvage D-fir	0 %	All 0	
Ave Volume per Acre	21		MBF
Ave Yarding Slope	50		%
Ave Yarding Distance	400		Ft.
Ave Age	50		Yrs.
Volume			%
Volume Skyline	71		%
Volume Cat	29		%
Volume			%
Road Construction / Improvements (100' Sta)			
Class	SN-14	No. Sta.	16.95 (const)
Class	SN-14	No. Sta.	168.38 (renov)
Class	SN-14	No. Sta.	44.88 (improve)

Cruise
Cruised by Hallinan, Haubrich, Scheid, Wilder
Date April 07
Type of Cruise VP (Partial Harvest), 3-P (R/W)
Volume (MBF-Net Merch)
Green 6,631 MBF Salvage 0
D-fir Sawlog 4,898 MBF Peeler 0
Export 0
Purchaser _____
Address _____
Contract No. _____

OR-5420-1a
(June 1986)

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

District **Eugene**
ATSP Tract No. **E-07-536**
ADP No.
Sale Name **Billy Tower**

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (/)	Stumpage
Douglas-fir	---	---	480.16	216.45	43.21	---	220.50
Western hemlock	---	---	386.56	216.45	34.79	---	135.32
Wt. Average			455.73				198.56

*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
---	29,379	Douglas-fir	4,898	221.00	\$1,082,458.00		
---	10,195	W. hemlock	1,733	135.00	233,955.00		
---	39,574	TOTALS	6,631		\$1,316,413.00		

LOG GRADES (By Percent)

Species	Code #1	#2	#3	2 Saw	3 Saw	4 Saw
				#4	#5	#6
Douglas-fir				23.0	66.0	11.0
Western Hemlock				40.0	52.0	8.0

Appraised By: Mike Hallinan
 Appraisal Reviewed By: Debra Wilson

Date: 5/07
 Date: 6/07

EUGENE DISTRICT
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO. 2
SALE DATE: July 26, 2007

Tract No. E-07-673 - Parsons Complex
Lane and Linn Counties, Oregon: O&C

Bid Deposit Required: \$177,400.00

All timber designated for cutting on SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 31, T. 15 S., R. 2 W.; All of Section 5; Lots 1 & 2, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7, T. 16 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
9,132	19,862	Douglas-fir	11,415	\$155.00	\$1,769,325.00
55	123	Western hemlock	69	\$ 64.00	4,416.00
9,187	19,985		11,484		1,773,741.00

APPRAISED PRICES are determined by a market based analytical method. The minimum bid increment will be \$0.10 per MBF or multiples thereof.

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: The Douglas-fir in the right-of-ways has been cruised using the 3P system to select sample trees. 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 location and description of these sample trees is available at the Eugene District Office.

Volume for all coniferous species in the Partial Harvest Areas was variable plot cruised. The Partial Harvest Areas contain a total of 371 plots and 146 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF in Partial Harvest Area 5 and 27.8 BAF in Partial Harvest Areas 7 & 31. Sample trees were randomly selected and volume is expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Program**. 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 15.5 DBHOB; the average log contains 63 bd. ft.; the total gross volume is approximately 12,052 MBF; 95% recovery is expected; and 0% was determined to be salvage volume.

CUTTING AREA: Three areas totaling approximately 652 acres must be partial harvested and approximately 3.5 acres of right-of-way must be clear cut. In addition, there are approximately 2 trees selectively marked for removal outside the cutting area boundaries.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed; and
4. Roads covered by a Right-of-Way and Road Use Agreement No. E-573 between Weyerhaeuser Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreements shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay Weyerhaeuser Company a road use fee estimated at \$17,764.00 for the use of roads under their control. In addition the Purchaser shall pay Weyerhaeuser maintenance and rockwear fees for mineral and timber haul estimated at \$35,483.37. Weyerhaeuser will maintain all of their roads except Road Nos. 16-2-7.2A4, 16-3-12, and 16-2-6 which the Purchaser shall maintain. The Purchaser shall pay to BLM maintenance fees of \$12,038.93 for timber haul on BLM paved roads. The Purchaser shall maintain all BLM gravel roads and pay BLM a rockwear fee of \$7,204.46 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

Rock Source: McGowan Quarry

Road Nos.	<u>Spurs U, T, and V</u>	<u>Spurs P and P1</u>
Class:	SN-14	SN-16 rock
Length	21.75 stations	11.35 stations
Surfacing:	natural	8" Depth 3" minus (429 CY compacted)
Total estimated excavation: 16 hours of cat time and 12 hours of excavator time.		
Total estimated construction cost: \$20,711.71		

Special Requirements in Road Construction: Operations limited to periods of dry weather. Rock surfacing on Spurs P and P1 will be removed after use and hauled and stockpiled at the end of Road No. 16-2-7.5.

ROAD IMPROVEMENT: Required

Rock Source: McGowan Quarry

Road Nos. 16-2-27 (culverts), 16-2-18.1, 16-2-7.1, 16-2-7.3, 16-2-7.5, 15-1-31G1, 16-2-7.2A3, 16-2-5A, helicopter landings, and Spur Q.

Culverts: (18" & 24" CPP*)

Diameter: 18" Length: 224'

Diameter: 24" Length: 172'

Diameter: 30" Length: 50'

Diameter: 36" Length: 32'

Class: SN-16 or existing width.
 Length: approximately 10.2 miles (5.34 miles culverts only plus 4.86 miles rocking).
 Surfacing: 777CY compacted 3" minus
 5,653 CY compacted 1½" minus

Culverts 30" & 36" CMP (galvanized pipe)
 *CPP – corrugated polyethylene pipe

Total estimated excavation: 12 hours of excavator time.

Total estimated improvement cost: \$181,169.60

Special Requirements in Road Improvement: Resurfacing over culvert installations with rock and/or asphalt. Seeding and mulching areas of soil disturbance including culvert fill areas, soil disposal sites, and cutbanks.

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, culvert installation, road maintenance, logging methods, prevention of erosion, falling of trees designated for cutting, logging residue reduction and submission of a written logging plan specifying landing locations, logging methods and logging schedule; paving over installed culverts on BST portion of Road Nos. 16-2-27 and 16-2-18.1A1; rock removal on Spurs P and P1 after use; and road decommissioning.

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. Tractor logging of the right-of-way timber will be prohibited during periods of excessive soil moisture.

OTHER SPECIAL REQUIREMENTS:

1. The reserve trees in the Partial Harvest Area have been marked with yellow paint above and below stump height to be visible to timber fallers. The purchaser assumes all responsibility for additional marking should mechanical tree cutting methods be used.
2. One end log suspension is required in the Partial Harvest Areas during yarding.

3. Lift trees and intermediate supports may be required to log portions of the Partial Harvest Area, Cable yarding.
4. No felling or yarding in or through reserve areas.
5. No felling or yarding shall be conducted on the Partial Harvest Area during sap flow from April 1 to June 15 of each year, both days inclusive.
6. Quarry development and rock crushing from BLM McGowan Quarry will be required. No blasting or crushing is allowed from March 1 to July 15.
7. 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.
8. All trees designated for cutting shall be felled, limbed and cut into log lengths not to exceed 40 feet before being yarded.
9. Yarding in the Partial Harvest Area, Cable yarding, as shown on Exhibit A shall be done with a skyline system capable of lateral yarding 75 feet each side of the skyline.
10. Skyline corridors shall be a minimum of 150 feet apart at the tailholds or landings and shall not exceed 12 feet in width.
11. Piling, covering and burning of slash required on all landings and within 25 feet of Road Nos. 15-1-31,15-1-31.2, 15-2-31, 16-2-5, 16-2-7.1 and 16-2-18.1.
12. Purchaser will be required to provide and place maintenance rock.
13. Special Provisions regarding contract suspension/modification/termination have been added to Section 41 of the contract.
14. Upon completion of use or after harvest activities, Purchaser will be required to use a combination of techniques to render Spurs T, V, U, P, P1, Q (unsurfaced portion), and Road No. 15-1-31G1(unsurfaced portion) erosion resistant: till and construct drainage features. An allowance of \$2,202.87 was made for road decommissioning
15. 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.
16. Construction of helicopter landings will be coordinated between the BLM Authorized Officer, the Purchaser, the helicopter logging contractor, and a Weyerhaeuser Company Representative (for use of WY landings). An allowance of \$7,017.77 was made for surfacing helicopter landing locations and road reinforcement on WY controlled roads
17. In the Disease Center shown on Exhibit A, specific special cutting requirements for reserved trees adjacent to trees exhibiting stain from laminated root rot.
18. Following the completion of yarding and hauling on spurs P-1 and P-2, removal of rock surfacing will be required prior to tilling and closure.
19. Culvert replacement and removal shall not be allowed between October 16 and June 30.
20. Road improvement, hauling operations off native surface roads shall be restricted to the periods of dry weather (typically June 1 to October 15) unless approved by the Authorized Officer.

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

Approximately 782 MBF of additional volume was considered to be within the skyline corridors in this contract area but is not included in the advertised sale volume. Additional skyroad timber will be sold at contract price. Additional timber needed for other purposes will be appraised and sold at market value.

OPTIONAL CONTRIBUTION: The Purchaser will not have the option of contributing in lieu of performing the slash disposal, tilling or decommissioning requirements of this contract.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: From Highway 126 take the 42nd street exit. Go northeasterly to Marcola Road (County Road No. 1900) for approximately 6 miles. Turn west on Hill Road, then north on Donna Road for approximately ½ mile. Turn west on McGowan Creek Road and go approximately 4 miles to Road No. 16-2-18.1. Turn north on Road No. 16-2-18.1 and follow signs to the sale area in Section 7. From Road No. 16-2-18.1, proceed northwesterly for approximately 1 mile to Road No. 15-1-31. Proceed northeasterly on this road for ½ mile and follow signs to sale area in Section 31. From Road No. 15-1-31 turn back south toward Section 7 then go east on Road No. 16-2-6 and follow signs to sale area in Section 5.

Seasonal Restriction Table

Seasonal Restrictions:

Road construction & improvement 16-2W-5 (March 1 – July 15)

Felling & yarding 16-2W-5 (Spotted Owl) (March 1 through September 30)

Sap flow seasonal restriction (April 1 – June 30)

No hauling native surface roads (Oct 15 – June 30)

Soil moisture seasonal restriction for tilling and ground-based yarding (October 1– July 1)

Soil moisture seasonal restriction for road construction, culvert installation and hauling on native surface roads (October 16– June 30)

***Restricted Dates are Shaded**

Sale Area Partial Harvest 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	30	1	15	1	15	1	30	1	15	1	15	1	15
	Road construction, improvement, 16-2W-5																								
	Felling and yarding 16-2W-5																								
	Yarding ² (sapflow)																								
	Hauling native surface roads																								
	Culvert installation and removal																								
	Ground based yarding and tilling																								
	Road construction and improvement																								
	Use of helo landings Sections 4, 5 and 6																								
	Quarry blasting and crushing																								

¹Wet season restrictions may be shortened or extended depending on weather conditions; soil moisture still overrides weather conditions.

²Sap flow seasonal restrictions may be conditionally waived at BLM discretion.

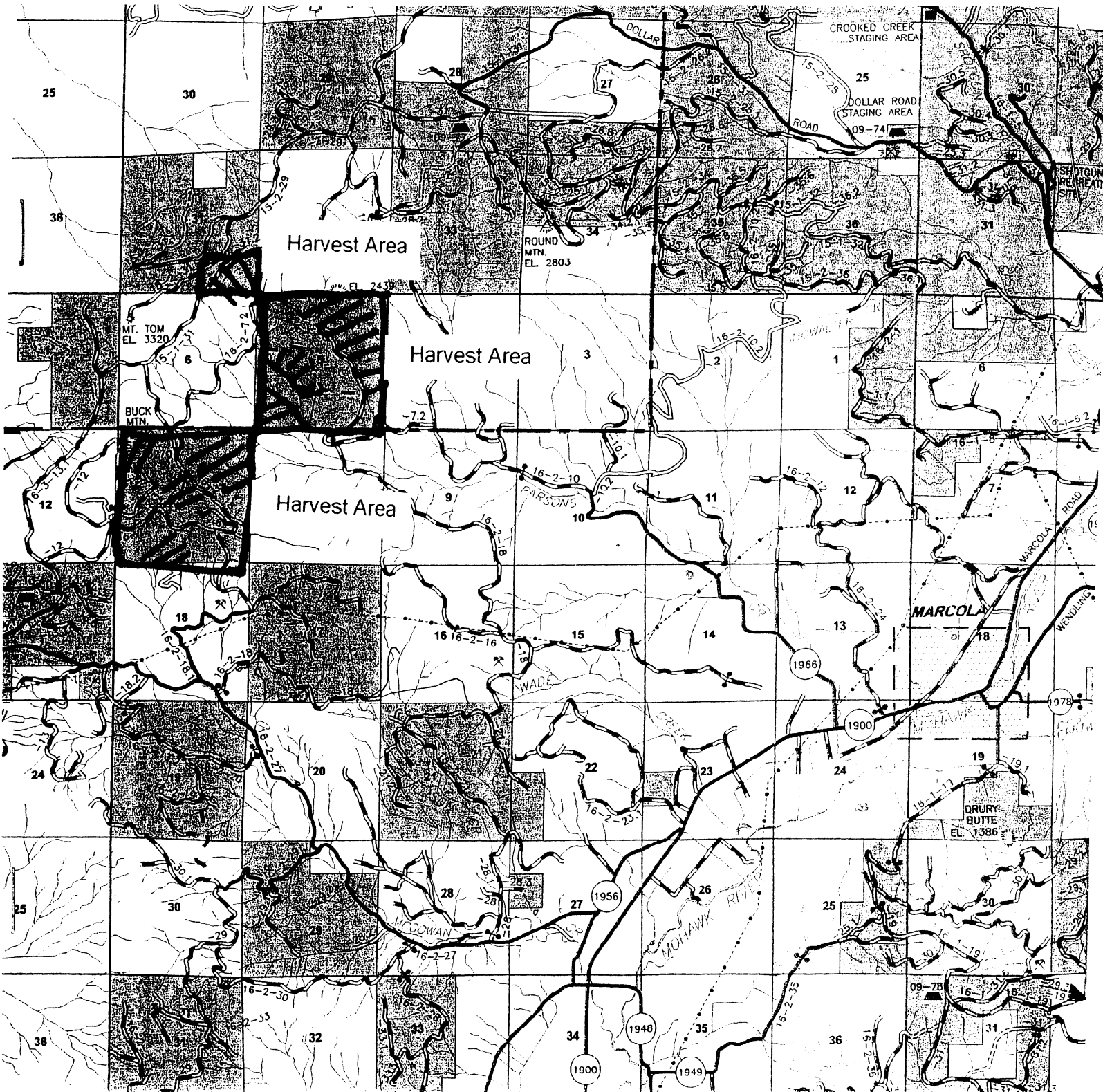
This table for information purposes only. Refer to Section 41 Special Provisions of the contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 2300-3000 feet

TIMBER SALE LOCATION MAP

Parsons Complex- Tract No. E-07-673

TOWNSHIP	RANGE	SECTION
15 S.	2 W.	31
16 S.	2W.	5,7

SCALE 1" = 1 MILE

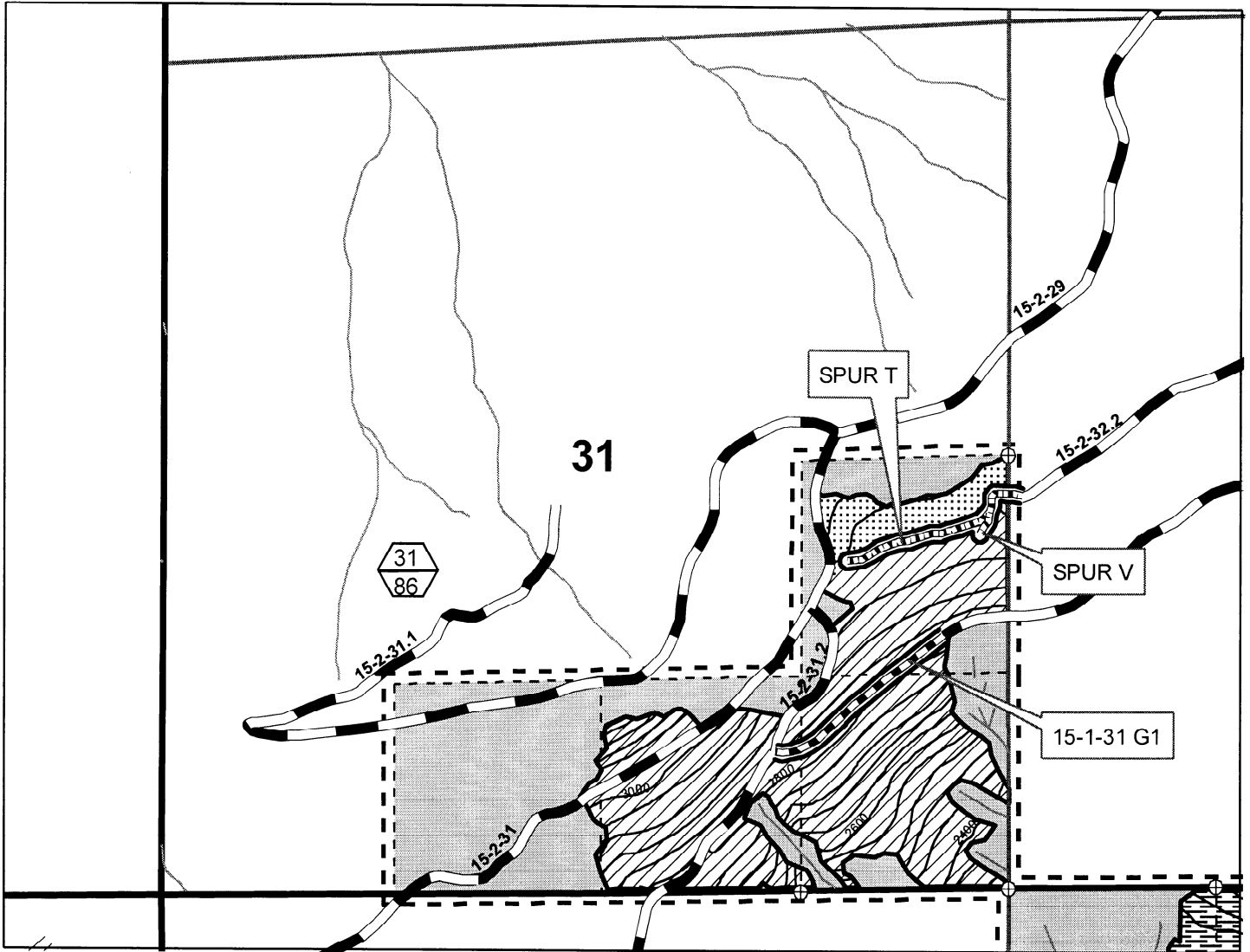




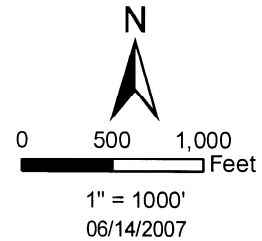
**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**EXHIBIT "A"
SHEET 1 of 4**

SALE NAME: PARSONS COMPLEX TIMBER SALE CONTRACT NO.: OR090-TS07-673
T.15S., R02W., SEC. 31 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
	SUBDIVISIONAL LINES
	CORNER FOUND
	EXISTING ROADS
	ROAD TO BE IMPROVED
	NEW CONSTRUCTION
	SECTION LINES
	STREAMS
	40 FT. CONTOURS
	UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)



TOTAL SECTION 31	
TOTAL PARTIAL HARVEST AREA	- 86.0 ACRES
TOTAL NEW ROAD RIGHT OF WAY AREA	- 2.3 ACRES
TOTAL RESERVE AREA	- 71.7 ACRES
TOTAL CONTRACT AREA	- 160.0 ACRES

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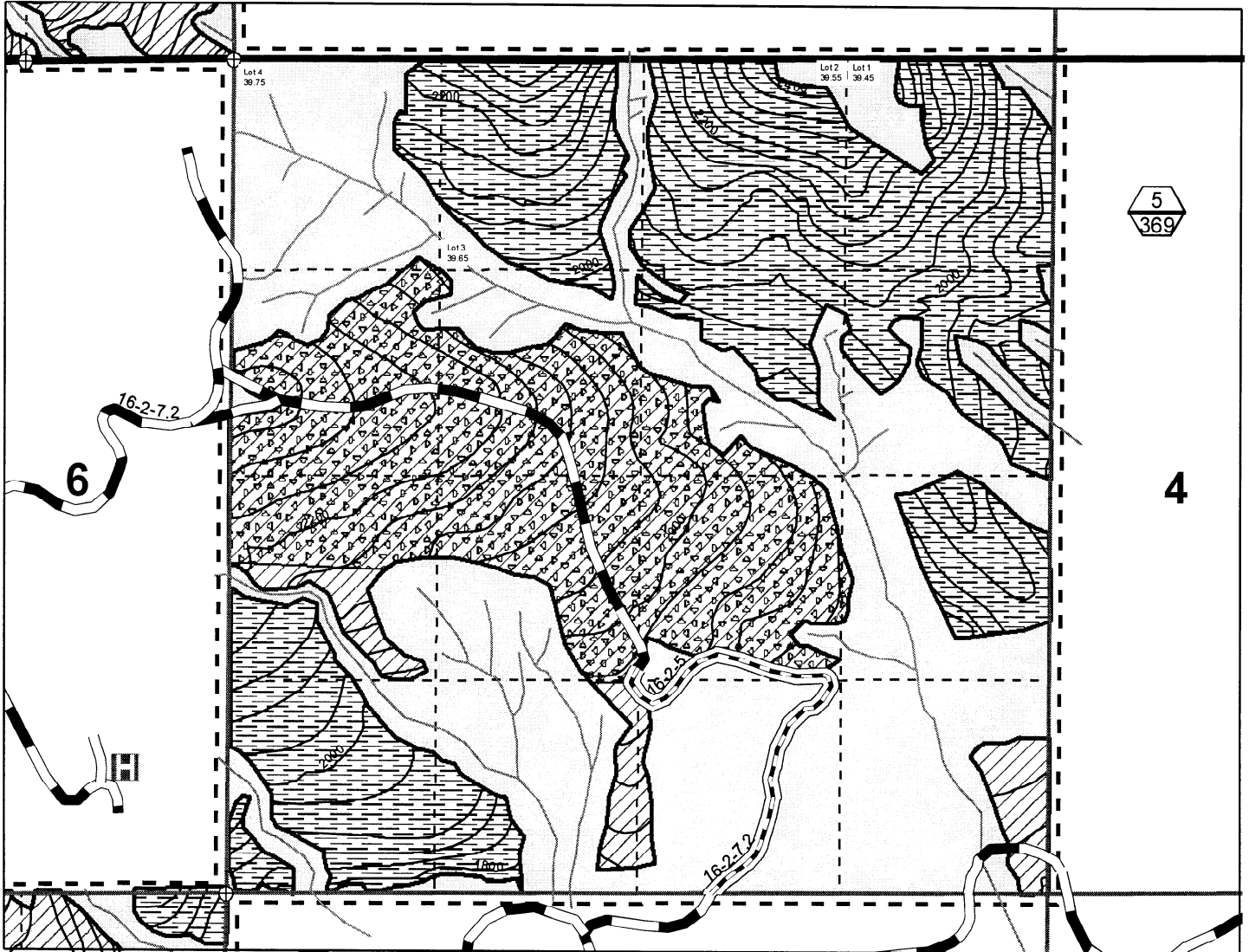
Partial Harvest acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser.



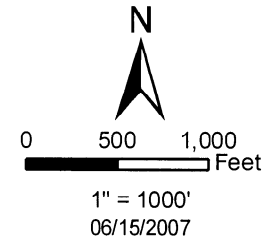
**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**EXHIBIT "A"
SHEET 2 of 4**

SALE NAME: PARSONS COMPLEX TIMBER SALE CONTRACT NO.: OR090-TS07-673
T.16S., R02W., SEC 5 WILL. MER., EUGENE DISTRICT



Legend	
	PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED
	PARTIAL HARVEST AREA - CABLE YARDING
	PARTIAL HARVEST AREA - HELICOPTER YARDING
	BOUNDARY - CONTRACT AREA
	RESERVE AREA
	DISEASE CENTER
	SUBDIVISIONAL LINES
	CORNER FOUND
	HELICOPTER LANDING
	EXISTING ROADS
	ROAD TO BE IMPROVED
	SECTION LINES
	STREAMS
	40 FT. CONTOURS
	01 UNIT NUMBER (TOP) / 100 UNIT ACRES (BOTTOM)



TOTAL SECTION 5	
TOTAL PARTIAL HARVEST AREA	- 369.0 ACRES
TOTAL RESERVE AREA	- 269.4 ACRES
TOTAL CONTRACT AREA	- 638.4 ACRES

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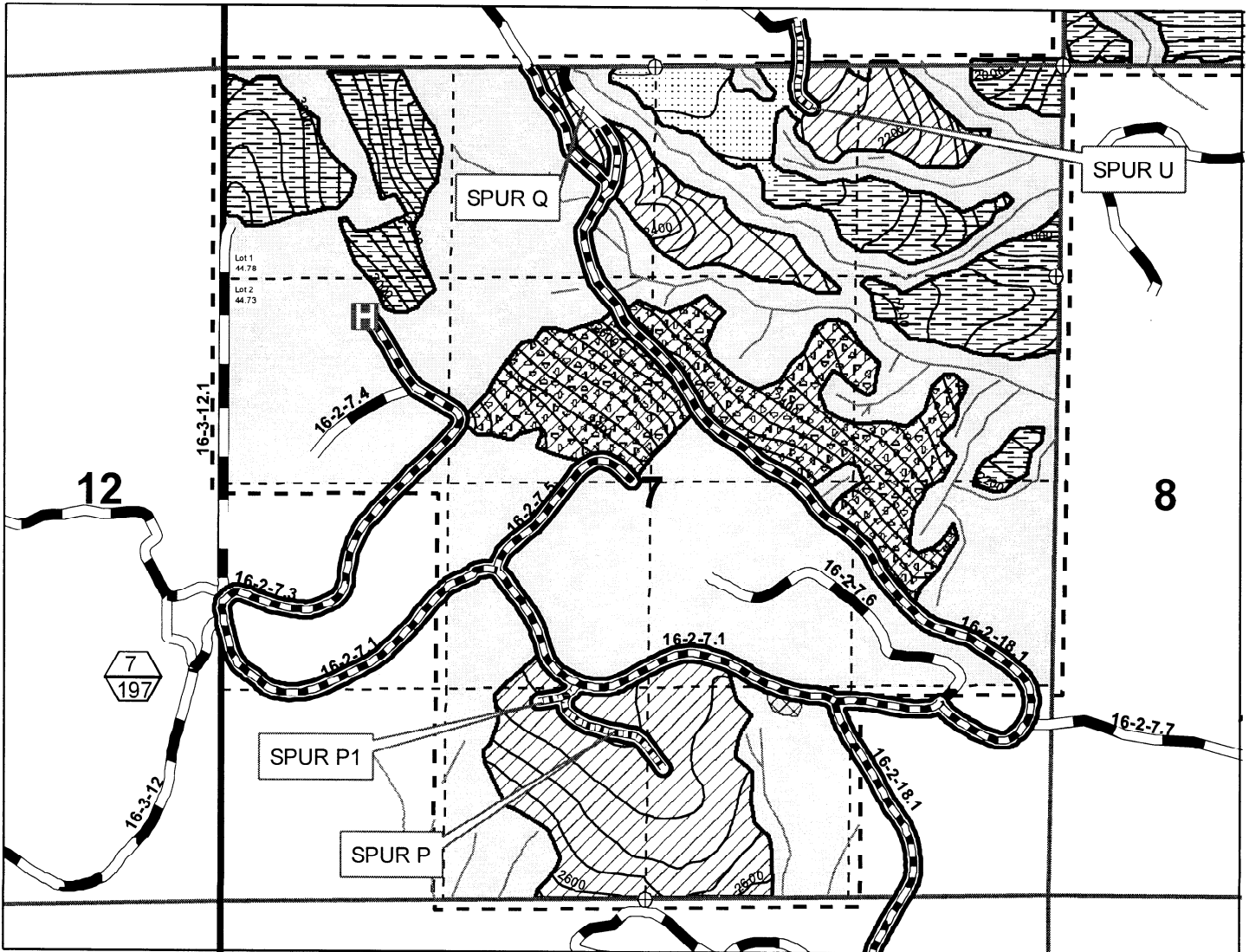
Partial Harvest acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser.



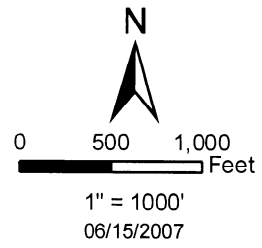
**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**EXHIBIT "A"
SHEET 3 of 4**

SALE NAME: PARSONS COMPLEX TIMBER SALE CONTRACT NO.: OR090-TS07-673
T.16S., R02W., SEC 7 WILL. MER., EUGENE DISTRICT



Legend			
	PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED		CORNER FOUND
	PARTIAL HARVEST AREA - CABLE YARDING		HELICOPTER LANDING
	PARTIAL HARVEST AREA - GROUND BASED YARDING		EXISTING ROADS
	PARTIAL HARVEST AREA - HELICOPTER YARDING		ROAD TO BE IMPROVED
	BOUNDARY - CONTRACT AREA		NEW CONSTRUCTION
	RESERVE AREA		SECTION LINES
	DISEASE CENTER		STREAMS
	SUBDIVISIONAL LINES		40 FT. CONTOURS
	APPROX AREA IN WHICH TREES ARE MARKED FOR CUTTING IN THE RESERVE AREA		UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)



TOTAL SECTION 7	
TOTAL PARTIAL HARVEST AREA	- 197.0 ACRES
TOTAL NEW ROAD RIGHT OF WAY AREA	- 1.2 ACRES
TOTAL SELECTIVES	- 0.1 ACRES
TOTAL RESERVE AREA	- 331.21 ACRES
TOTAL CONTRACT AREA	- 529.51 ACRES

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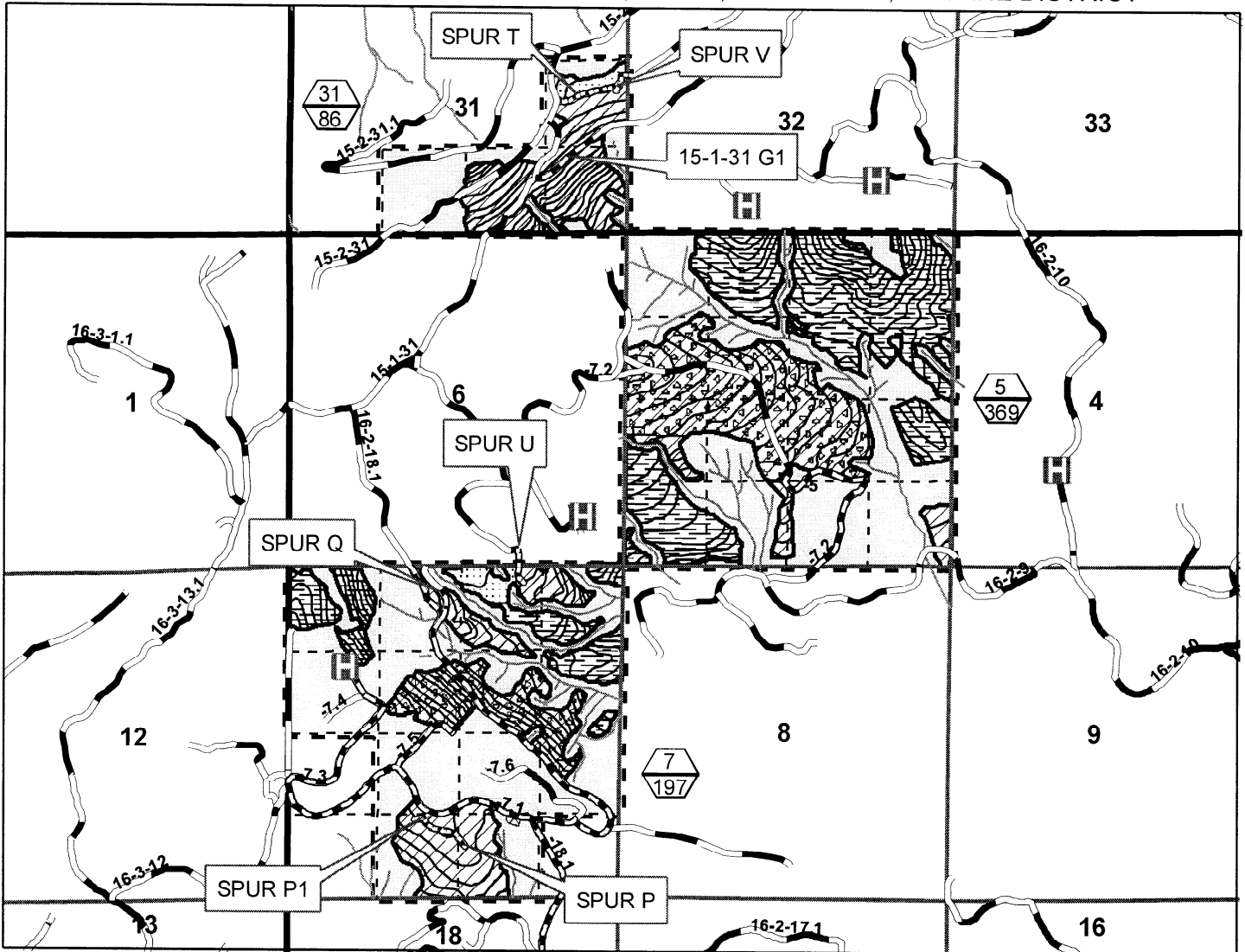
Partial Harvest acres shown on Exhibit A have been computed using a Trimble ProXR Global Positioning System receiver and Criterion laser. Acreage was calculated based on Global Positioning System traverse procedures including differential correction and Criterion laser.



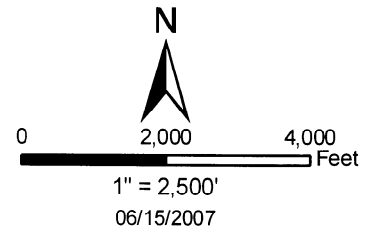
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 4 of 4

SALE NAME: PARSONS COMPLEX TIMBER SALE CONTRACT NO.: OR090-TS07-673
T.15S., R02W., SEC. 31 AND T.16S., R02W., SEC 5,7 WILL. MER., EUGENE DISTRICT



Legend			
	PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED		HELICOPTER LANDING
	PARTIAL HARVEST AREA - CABLE YARDING		EXISTING ROADS
	PARTIAL HARVEST AREA - GROUNDBASED YARDING		ROAD TO BE IMPROVED
	PARTIAL HARVEST AREA - HELICOPTER YARDING		NEW CONSTRUCTION
	BOUNDARY - CONTRACT AREA		SECTION LINES
	RESERVE AREA		STREAMS
	DISEASE CENTER		40 FT. CONTOURS
	SUBDIVISIONAL LINES		UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)
	APPROX AREA IN WHICH TREES ARE MARKED FOR CUTTING IN THE RESERVE AREA		



GRAND TOTAL SECS. 5, 7 & 31	
TOTAL PARTIAL HARVEST AREA	- 652.0 ACRES
TOTAL NEW ROAD RIGHT OF WAY AREA	- 3.5 ACRES
TOTAL SELECTIVES	- 0.1 ACRE
TOTAL RESERVE AREA	- 672.31 ACRES
TOTAL CONTRACT AREA	- 1327.91 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
TIMBER SALE SUMMARY**

District Eugene
Sale Date 07/26/2007
Parcel No. 2

Sale Name Parsons Complex Planning Unit Upper Willamette
ATSP Tract No. E-07-673 Type of Sale Advertised
County & State Linn & Lane, OR Time for Cutting & Removal 36 Mos.
Master Unit Upper Willamette Time for Removal of Personal Property 1 Mos.

O&C	CBWR	P.D.	Township	Range	Section	Subdivision
X			15S	2W	31	SE ¹ / ₄ SW ¹ / ₄ ,NE ¹ / ₄ SE ¹ / ₄ ,S ¹ / ₂ SE ¹ / ₄
X			16S	2W	5	All
X			16S	2W	7	Lots 1&2, NE ¹ / ₄ ,E ¹ / ₂ NW, E ¹ / ₂ SW ¹ / ₄ ,N ¹ / ₂ SE ¹ / ₄ ,SW ¹ / ₄ SE ¹ / ₄

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF							Total Cutting Volume	Cutting Areas Acres		
	DF	WH							Partial	Clear	Selective
PH Section 5	5,914	9					5,923	369			
PH Section 7	3,575	60					3,635	197			
R/W 7	67						67		1.2		
PH Section 31	1,768						1,768	86			
R/W 31	90						90		2.3		
Selectives	1						1			0.1	
TOTAL	11,415	69					11,484	652	3.5	0.1	

COSTS		MBF	
Falling & Bucking		\$	Included With Yarding
Yard, Load, etc.			240.75
Transportation			20.97
Road Construction			17.58
Road Amortization			1.55
Road Maintenance			5.82

Other Allowances*			
*Specify		\$	Costs
Slash Disposal/ Pile Cover/ Burn			1.03
Seedling replacement (Helo Indgs)			0.09
Decommissioning			0.22

Total Other Allowances	\$	1.34
Total Cost to Utilization Center	\$	288.01
Utilization Center (Peelers)		N/A
Miles to Utilization Center		N/A
Utilization Center (Sawlogs)		Eugene / Springfield
Miles to Utilization Center		21
Weighted Miles to Utilization Center		21

Profit & Risk Allowance		
Basic Profit & Risk		7%
Additional Risk		
Low 1%		%
Medium 2%		2%
High 3%		%
Total Profit & Risk		9%

Tract Features			
Ave Log (BF/CF): D-fir	63	All 63	Ave DBH: 15.5
Recovery D-fir	95		95 %
Salvage D-fir	0 %	All 0	0 %
Ave Volume per Acre		18	MBF
Ave Yarding Slope		40	%
Ave Yarding Distance	430 (Cable) / 2137 (Aerial)		Ft.
Ave Age		70	Years
Volume Highlead			%
Volume Skyline		56	%
Volume Cat		5	%
Volume Aerial		39	%

Road Construction / Improvements (100' Sta)			
Class	SN-14	No. Sta.	21.75 const.
Class	SN-16	No. Sta.	11.35 const.
Class	Existing	No. Sta.	4.86 mi. rocking

Cruise 5.34 mi. culverts		
Cruised by	Haubrich, Scheid, Hallinan, Wilder, Terhune, Larson	
Date	08/06/2006	
Type of	Variable Plot & 3-P	

Volume (MBF/CCF-Net Merch)			
Green	11,484 MBF	Salvage	0
D-fir Sawlog		Peeler	0
Export Volume	0		
Purchaser			
Address			

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

District: Eugene

ATSP Tract No.: E-07-673

ADP: 04-673

Sale Name: Parsons Complex

Stumpage Computation

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marginal* Logs (+)	Stumpage
Douglas-fir			486.88	288.01	43.82	--	155.05
Western hemlock			386.56	288.01	34.79		63.76
Wt. Average			486.28				154.50

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

Appraised Price Summary

TEA _____ RVA _____ Market Value X
(Check one)

Number Trees		Species	Volume MBF	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
	40,784	Douglas-fir	11,415	155.00	\$1,769,325.00		
	438	W. hemlock	69	64.00	4,416.00		
	25,049	Totals:	11,484		\$1,773,741.00		

Log Grades (By Percent)

Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir				53.0	42.0	5.0
Western hemlock				61.0	24.0	15.0

Appraised By Chris Haubrich Date 5/07
 Appraisal Reviewed By Jodi Reynolds / Sue Kragnes Date 6/07

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 of 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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bid, invitation number, or other
identification

Tract No.
E-

Bid Date

July 26, 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

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:

By _____

(Name)

(Witness)

(Address)

(Address)

(Name)

(Witness)

(Address)

(Address)

(Name)

IF CORPORATION, SIGN HERE

(Address)

(Name)

By _____

(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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Parcel No.

FORM APPROVED
OMB NO. 1004-0113
Expires: July 31, 1995

DEPOSIT AND BID FOR **TIMBER***
 VEGETATIVE RESOURCE
(Other Than Timber)

LUMP SUM SALE

Tract Number
E-

Sale Name

Sale Notice (dated)
June 27, 2007

BLM District
Eugene

Sealed Bid for Sealed Bid Sale Written Bid for Oral Auction Sale 10:00 a.m., July 26, 2007
2890 Chad Drive, Eugene, Oregon

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above

Required bid deposited is \$ _____ and is enclosed in the form of cash money order bank draft
 cashier's check certified check bid bond of corporate surety on approved list of the United States Treasury
 guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE – LUMP SUM SALE

NOTE: Bidders should carefully check computations in completing the Bid Schedule.

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
	MBF		X _____	= _____	X _____	= _____
	MBF		X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
				TOTAL PURCHASE PRICE		

(Continued on reverse)

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 *duplicate*, 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. 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 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 of 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 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 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.