



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

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

IN REPLY REFER TO:
5430A

To: Eugene District Office
Attn: Debra Wilson (541.683-6798)

PROSPECTUS REQUEST

Please send the Prospectus for the following Eugene District timber sale to be sold on August 28, 2008.

	<u>Parcel Number</u>	<u>Sale Name</u>
<input type="checkbox"/>	<u>3</u>	<u>Hatchery Creek</u>

Mail to:

Requested by: _____

Phone Number: _____



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Eugene District Office

P.O. Box 10226

Eugene, OR 97440-2226

IN REPLY REFER TO:

5430A

August 6, 2008

This advertisement includes:

Parcel No. 3 – Hatchery Creek

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, **August 28, 2008**.

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 **August 6, 2008**. 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.

A CATEROGICAL EXCLUSION was prepared for the Hat Trick sale. An Environmental Assessment was prepared for the Bottomline sale and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for these sales 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/timbersales/index.php>.

Attachments:

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

EUGENE DISTRICT
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO. 3
SALE DATE: August 28, 2008

Tract No. E-08-678 – Hatchery Creek
Lane County, Oregon: O&C

Bid Deposit Required: \$96,900.00

All timber designated for cutting on Lots 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, and 16 Section 25, T. 16 S., R.1 E., Will. Mer.

<u>Estimated Volume (MBF) 32' Log</u>	<u>Estimated Volume (CCF)</u>	<u>Species</u>	<u>Estimated Volume (MBF) 16' Log</u>	<u>Appraised Price Per MBF</u>	<u>Estimated Volume Times Appr. Price</u>
5,002	10,101	Douglas-fir	6,016	\$ 161.00	\$ 968,576.00

APPRAISED PRICE is determined by a market based 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: Volume for all Douglas-fir 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 172 plots. 102 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 district office. Volume for the right-of-way was determined by 3P cruise method.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 17" DBHOB; the average log contains 76 bd. ft.; the total gross volume is approximately 6,378 MBF; 94% recovery is expected; and 0% was determined to be salvage volume.

CUTTING AREA: Four areas totaling approximately 228 acres must be partial harvested and approximately 1 acre of right-of-way must be clear cut. **Note:** Acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and Impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed and improved
4. Access Road Easements RE-E-391, RE-E-531 and RE-E-541. Copies of the easements are available for inspection at the office of the District Manager, Bureau of Land Management, Eugene, Oregon.

ROAD MAINTENANCE: The Purchaser shall maintain all BLM controlled roads and pay BLM a rockwear fee of \$8,824.79 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

Road Name: Spur 25A
Class: SN-14
Length: 2 Stations
Surfacing: Natural

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

Total Estimated Excavation: 2 hours of tractor time and 1 hour of excavator time.

Total Estimated Construction Cost: \$705.99

Tract No. E-08-678 - Hatchery Creek

Parcel No. 3

contract area but is not included in the advertised sale volume. Additional sky road and skid road 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 have the option of performing slash pile burning or contributing \$934.22 in lieu thereof. The option must be declared prior to contract execution. Slash piling and covering and tilling and decommissioning 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: A key is required and may be obtained from the BLM Eugene District Office. For the Hatchery Creek Units, from I-5, merge onto OR Highway 126 (I-105 exit 194A) towards Springfield. Travel for approximately 6.8 miles. Turn left onto Main Street - OR-126 - McKenzie Hwy and continue to follow for approximately 15.3 miles. Turn left onto BLM Road No. 17-1E-1 that crosses over the canal. Follow signs approximately 1.5 miles to the sale area.

ROAD IMPROVEMENT: Required Suggested Rock Source: Henton Quarry (17-1W-20)
Road Nos.: 16-1E-25.2, 16-1E-25.4, 16-1E-25.3, 16-1E-25.7, 16-1E-35.0, 16-1E-35.1, 17-1E-1
Class: SN-16 (existing width)
Length: approximately 6.5 miles (4.39 miles culverts, plus 2.11 miles of rocking and culverts)
Surfacing: 2291 CY compacted 1½ Minus
Special Requirements in Road Improvement: Resurfacing over culvert installations with rock.

Culverts

Diameter 18" Length: 132' corrugated polyethylene pipe (CPP)
Diameter 24" Length: 164' CPP

Total estimated improvement cost: \$57,107.98

Road Decommissioning: Required

Spur 25A shall be decommissioned after use

Estimated cost of decommissioning: \$425.00

This sale does not qualify for application to the Small Business Administration for loan for access road construction.

DURATION OF CONTRACT: Duration of the contract will be 30 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, logging residue reduction and submission of a written logging plan specifying landing locations, logging methods and logging schedule.

OTHER SPECIAL REQUIREMENTS:

1. Trees marked with yellow paint are reserved from cutting.
2. Trees marked with a pink band and a pink W are reserved from cutting. These are for bald eagle habitat (BEHA). Reserve trees marked with pink paint in Partial Harvest Area 25D may not be cut for operational purposes without prior individual approval by the Authorized Officer.
3. 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 under carriage, tracks and tire treads prior to entry to Federal lands.
4. Corridors may need to be adjusted to avoid cutting large snags and remnant trees.
5. Culvert removal, road renovation, hauling operations off of native surface roads shall be restricted to dry periods.
6. One end log suspension is required in the Partial Harvest Areas during cable yarding.
7. Lift trees and intermediate supports may be required to log portions of the Partial Harvest Area-Cable yarding.
8. No felling or yarding in or through reserve areas.
9. No felling or yarding shall be conducted on the Partial Harvest Area during sap flow from April 1 to June 30 of each year, both days inclusive, unless otherwise approved by the Authorized Officer.
10. In Partial Harvest Area Nos. 25A, 25B, and 25C shown on Exhibit A, no harvest activities, road construction, or culvert work shall be conducted between March 1 and July 15, both days inclusive. This is a spotted owl restriction.
11. Ground based mechanized cutting and yarding operations will be prohibited on the Partial Harvest Area during periods of excessive soil moisture. This will normally limit ground based logging to July 1 through October 15.
12. All trees designated for cutting shall be felled, limbed and cut into log lengths not to exceed 40 feet before being yarded.
13. 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 corridor.
14. Skyline corridors shall be a minimum of 150 feet apart at the tailholds or landings and shall not exceed 12 feet in width.
15. Piling, covering and burning of slash required on all landings and within 25 feet of permanent rocked roads within the partial harvest areas.
16. Culvert replacement and removal shall not be allowed between October 15 and June 30.
17. Road improvement and hauling operations off native surface roads shall be restricted to the periods of dry weather (typically July 1 to October 15) unless approved by the Authorized Officer.
18. Special Provisions regarding contract suspension/modification/termination have been added to Section 41 of the contract.

Approximately 150 MBF of additional volume was considered to be within the skyline and skid road corridors in this


TIMBER SALE LOCATION MAP

Hatchery Creek - Tract No. E-08-678

TOWNSHIP
16 S

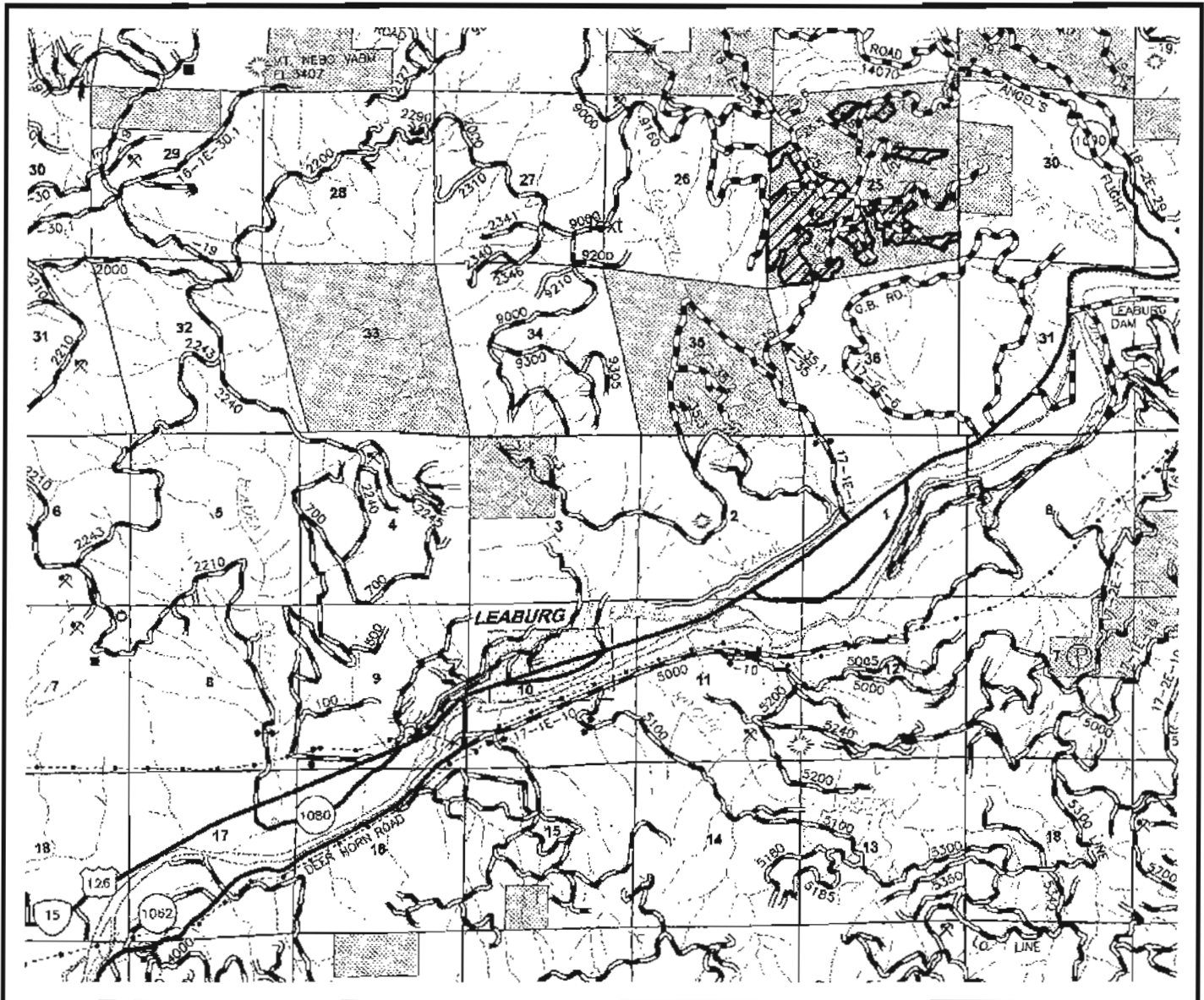
RANGE
01 E

SECTION
25

 Timber_Sale_Area

1 0.5 0 1 Miles

1 inch equals 1 miles



Seasonal Restriction Table

Seasonal Restrictions:

Road & Harvest activity in 25A, 25B, and 25C (March 1 – July 15)

Soil moisture seasonal restriction for stream culvert installation and removal, and hauling on native surface roads (October 15 – July 1)

Soil moisture seasonal restriction for road construction (October 15 – June 1)

Sap flow seasonal restriction (April 1 – June 30)

Soil moisture seasonal restriction for tilling and ground-based yarding (October 15 – July 1)

***Restricted Dates are Shaded**

Sale Area	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
Partial Harvest Area																								
Activity																								
Road & Harvest Activity in 25A, 25B, and 25C																								
Culvert installation and removal & Hauling on native surface roads																								
Road construction and Improvement																								
Yarding (Sapflow)																								
Ground based yarding, tilling																								

- Wet season restrictions may be shortened or extended depending on weather conditions; soil moisture still overrides weather conditions.
- Sap flow seasonal restrictions may be conditionally waived at BLM discretion.

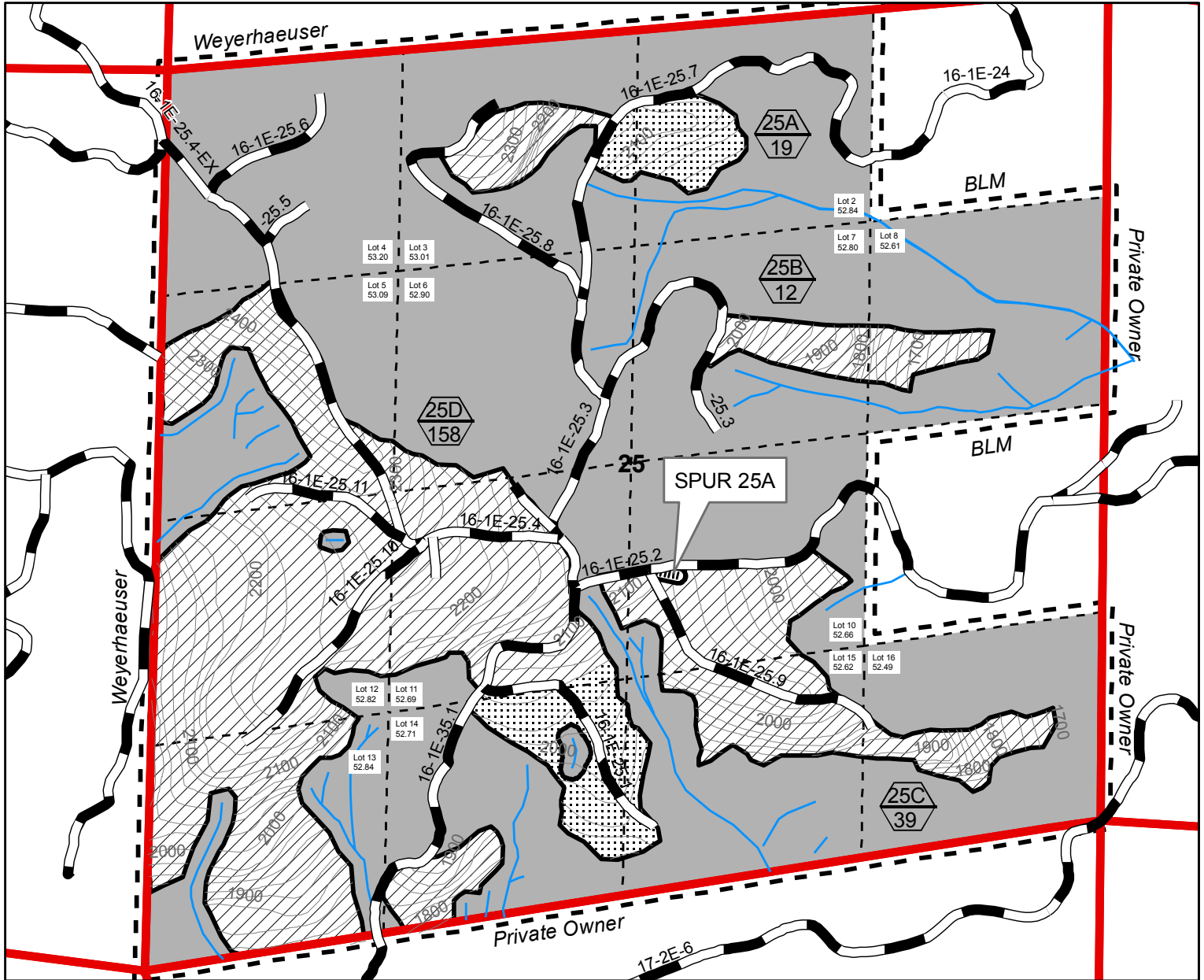
This table is for information purposes only. Refer to Section 41 Special Provisions of the contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 2300-3000 feet



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

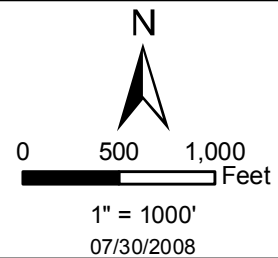
EXHIBIT "A"
SHEET 1 of 1

SALE NAME: HATCHERY CREEK TIMBER SALE CONTRACT NO.: OR090-TS08-678
T.16S., R01E., SEC. 25 WILL. MER., EUGENE DISTRICT



Legend

	PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED		EXISTING ROADS
	PARTIAL HARVEST AREA - CABLE YARDING		NEW CONSTRUCTION - NATURAL
	PARTIAL HARVEST AREA - GROUND BASED YARDING		SECTION LINES
	BOUNDARY - CONTRACT AREA		STREAMS
	RESERVE AREA		20 FT. CONTOURS
	SUBDIVISIONAL LINES		UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)



<u>GRAND TOTAL SECTION 25</u>	
TOTAL PARTIAL HARVEST AREA	- 228.00 ACRES
TOTAL ROAD RIGHT-OF-WAY	- 1.00 ACRES
TOTAL RESERVE AREA	- <u>510.28 ACRES</u>
TOTAL CONTRACT AREA	- 739.28 ACRES

Partial Harvest acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and Impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

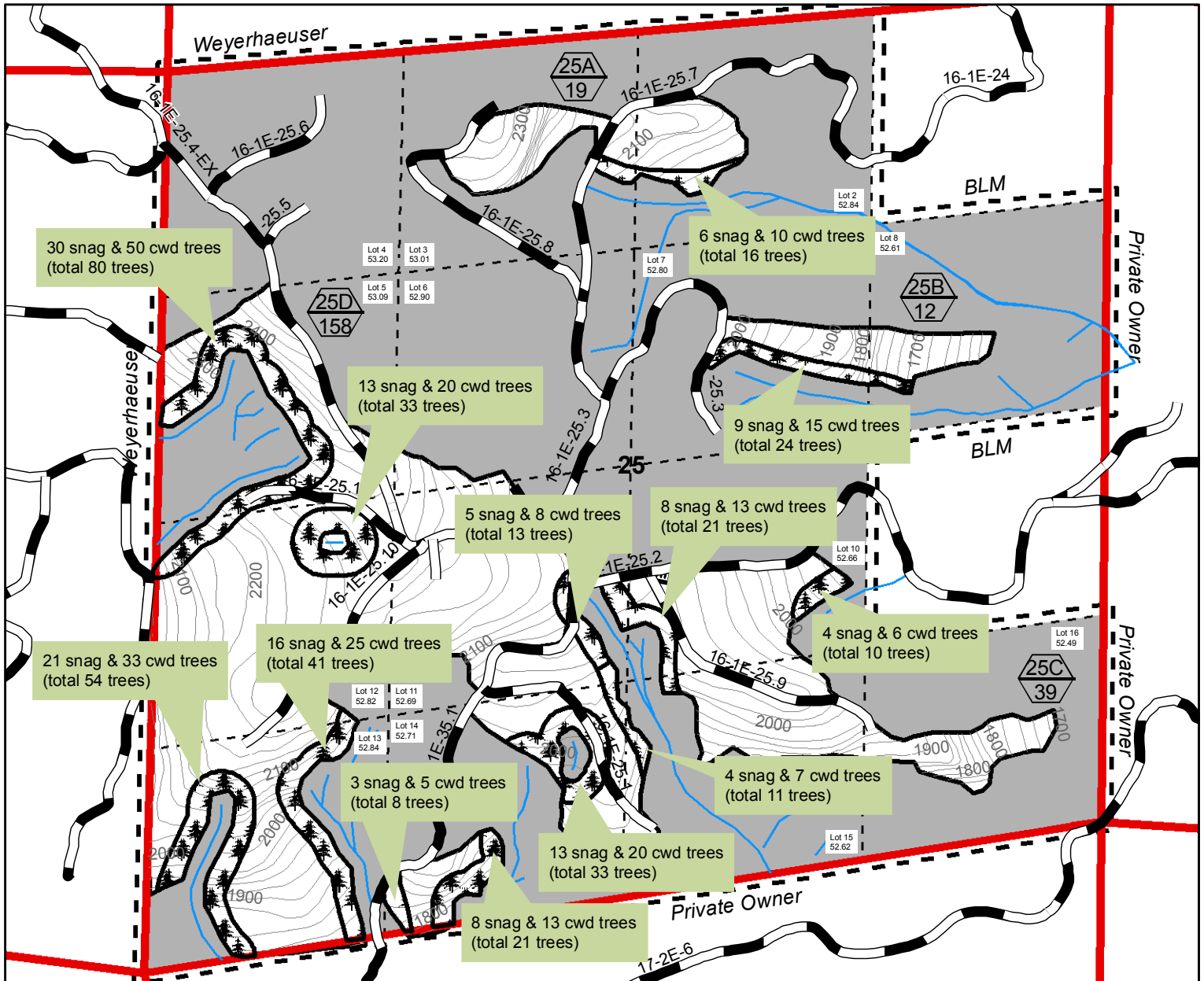
United States Department of the Interior
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208-2965



UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

EXHIBIT "A-1"
SHEET 1 of 1

SALE NAME: HATCHERY CREEK TIMBER SALE CONTRACT NO.: OR090-TS08-678
T.16S., R01E., SEC. 25 WILL. MER., EUGENE DISTRICT
COARSE WOODY DEBRIS AND SNAG CREATION



Legend

	COARSE WOODY DEBRIS & SNAG CREATION AREA		EXISTING ROADS
	PARTIAL HARVEST AREA - BLAZED, POSTED, PAINTED		NEW CONSTRUCTION - NATURAL
	BOUNDARY - CONTRACT AREA		SECTION LINES
	RESERVE AREA		STREAMS
	SUBDIVISIONAL LINES		20 FT. CONTOURS
			UNIT NUMBER (TOP) / UNIT ACRES (BOTTOM)

N

0 500 1,000

1" = 1000'

07/30/2008

Feet

Total Snags -	140
Total CWD -	225
Total Trees -	365

<u>GRAND TOTAL SECTION 25</u>	
TOTAL PARTIAL HARVEST AREA	- 228.00 ACRES
TOTAL ROAD RIGHT-OF-WAY	- 1.00 ACRES
TOTAL RESERVE AREA	- <u>510.28 ACRES</u>
TOTAL CONTRACT AREA	- 739.28 ACRES

Partial Harvest acres shown on Exhibit A have been computed using a Trimble GEO XT Global Positioning System receiver and Impulse Laser with Traverse software. Acreage was calculated based on Global Positioning System traverse procedures including differential correction. No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual or aggregate use with other data. Original data were compiled from various sources. This information may not meet National Map Accuracy Standards. This product was developed through digital means and may be updated without notification.

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

District Eugene
Sale Date Eugene
Parcel No. 3

Sale Name Hatchery Creek Planning Unit Upper Willamette
ATSP Tract No. E-08-678 Type of Sale Advertised
County & State Lane, Oregon Time for Cutting & Removal 36 Mos.
Master Unit Upper Willamette Time for Removal of Personal Property Mos.

O&C	CBWR	P.D.	Township	Range	Section	Subdivision
X			16S	1E	25	Lots 2,3,4,5,6,7,8,10,11,12,13,14,15,16

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF								Total Cutting Volume	Cutting Area Acres	
	D. fir									Partial	Clear
Section 25A	863								863	19	
Section 25B	338								338	12	
Section 25C	1,233								1,233	39	
Section 25D	3,566								3,566	158	
R/W	16								16		1
TOTAL	6,016								6,016	228	1

COSTS

Falling & Bucking	\$	<u>Included With Yarding</u>
Yard, Load, etc.		<u>166.81</u>
Transportation		<u>29.37</u>
Road Construction		<u>9.61</u>
Road Amortization		<u>0</u>
Road Maintenance		<u>4.46</u>

Other Allowances*

*Specify	Costs
Slash Disposal (Piling & Covering)	\$ <u>1.10</u>
Slash Pile Burning	<u>0.13</u>
Road Decommissioning & Blocking	<u>0.43</u>
Tractor work	<u>0.17</u>
Snag & CWD Creation	<u>1.21</u>
Total Other Allowances	\$ <u>3.04</u>
Total Cost to Utilization Center	\$ <u>213.29</u>
Utilization Center (Peelers)	<u>N/A</u>
Miles to Utilization Center	<u>N/A</u>
Utilization Center (Sawlogs)	<u>Springfield</u>
Miles to Utilization Center	<u>25</u>
Weighted Miles to Utilization Center	<u>25</u>

Profit & Risk Allowance

Basic Profit & Risk	<u>7</u>	%
Additional Risk		
Low 1%	<u>1</u>	%
Medium 2%	<u> </u>	%
High 3%	<u> </u>	%
Total Profit & Risk	<u>8</u>	%

Tract Features

Ave Log (Bd. Ft.): D-fir	<u>76</u>	All	Ave DBH: <u>17</u>
Recovery D-fir	<u>94</u>	% All	<u> </u> %
Salvage D-fir	<u>0</u>	% All	<u> </u> %
Ave Volume per Acre	<u>26</u>		MBF
Ave Yarding Slope	<u>45</u>		%
Ave Yarding Distance	<u>400</u>		Ft.
Ave Age	<u>65</u>		Years
Volume Highlead	<u> </u>		%
Volume Skyline	<u>87</u>		%
Volume Cat	<u>13</u>		%
Volume Aerial	<u> </u>		%
Road Construction / Improvements (100' Sta)			
Class <u>SN-14</u>	No. Sta. <u>2</u>	<u>temp spur const.</u>	
Class <u>SN-?</u>	No. Sta. <u>4.39</u>	<u>mi. culverts-imp.</u>	
Class <u>SN-?</u>	No. Sta. <u>2.11</u>	<u>mi. rock & culv.-imp.</u>	

Cruise

Cruised by C. Anderson, Hallinan, Stevens, Scheid, Haubrich
Date 2-28-08
Type of Cruise Variable Plot & 3-P
Volume (MBF-Net Merch)
Green 6,016 MBF Salvage 0
D-fir Sawlog 6,016 MBF Peeler 0
Export Volume 0
Purchaser
Address

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

District: Eugene
 ATSP Tract No.: E-08-678
 ADP: 04-678
 Sale Name: Hatchery Creek

Stumpage Computation

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marginal* Logs (+)	Stumpage
Douglas-fir							
Wt. Average							

*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 _____ X _____
 (Check one)

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
	14,774	Douglas-fir	6,016	161.00	\$968,576.00		
	14,774	Totals:	6,016		\$968,576.00		

Log Grades (By Percent)

Species	Code #1	#2	#3	#4	#5	#6
Douglas-fir				63% 2 saw	35% 3 saw	2% 4 saw

Appraised By Craig R. Anderson Date 3-2008
 Appraisal Reviewed By Sue Kragnes Date 7-3-2008

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.

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

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bid Date

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

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

EXPORT DETERMINATION

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

Tract Number
Sale Name
Sale Notice (<i>dated</i>)
BLM District

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

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input type="checkbox"/> Written Bid for Oral Auction Sale
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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 –

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
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
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			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
			X _____	= _____	X _____	= _____
				TOTAL PURCHASE PRICE		

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

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.

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 for the purchaser's breach or (2) through failure to complete payment by expiration date.

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

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

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

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

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 by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** – Within thirty (30) days from 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