



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>1</u> | <u>Hat Trick</u> |
| <input type="checkbox"/> | <u>2</u> | <u>Bottomline</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

July 30, 2008

This advertisement includes:

Parcel No. 1 – Hat Trick

Parcel No. 2 – Bottomline

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 **July 30, 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
SIUSLAW RESOURCE AREA

Scale Sale

PARCEL NO.: 1
SALE DATE: August 28, 2008

Tract No. E-08-572 Hat Trick
Lane County, Oregon: O&C

Bid Deposit Required: \$700.00

All timber designated for cutting on W½NW¼, Section 21; T 17 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 |
|--------------------------------------|---------------------------|-----------------|--------------------------------------|-------------------------------|--|
| 82 | 175 | Douglas-fir | 94 | \$ 71.00 | \$ 6,674.00 |
| <u>2</u> | <u>6</u> | Western hemlock | <u>3</u> | \$ 29.00 | <u>87.00</u> |
| 84 | 181 | TOTALS | 97 | | \$ 6,761.00 |

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: Volume for the Douglas-fir in the Salvage Area was determined by a variable plot cruise of the similar adjacent stands. The cruise consisted of a total of 15 plots of which 10 were cruise plots and 5 were tree count plots with 1 measure tree per plot. The tree count was determined with a Relaskop using a 40 BAF. Sample tree volume was expanded to a total Salvage Area volume in 16-foot lengths using the National Cruise Program. As insufficient data for the western hemlock was obtained from the cruise, the volume for the western hemlock in the Salvage Area was determined from a visual estimate.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 14.0" DBHOB; the average log contains 47 bd. ft.; the total gross volume is approximately 106 MBF; and 89% recovery is expected.

CUTTING AREA: One area totaling approximately 6 acres must be **salvaged**.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. Roads covered by Right-of-Way and Road Use Agreement E-310 between Roseburg Resources Company and the United States. In the use of private roads, the Purchaser shall enter into a license agreement with Roseburg Resources Company. The license agreement shall be delivered to Roseburg Resources 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 BLM an estimated road maintenance fee of \$115.24 and an estimated rockwear fee of \$80.60. The Purchaser shall pay Roseburg Resources Company an estimated rockwear fee of \$10.18. 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.

DURATION OF CONTRACT: Duration of the contract will be 12 months for cutting and removal of timber.

SPECIAL PROVISIONS: **This is a scale sale. Sections 1-41 may differ from lump sum sales.**

The contract will contain special provisions regarding coarse woody debris retention, road maintenance, logging methods, prevention of erosion, falling of snags, logging residue reduction, submission of a written logging plan specifying landing locations, logging methods, and logging schedule.

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:

Where a windthrown tree lies partially in the Reserve Area located within 60 feet of Stream A and partially in the Salvage Area, that portion of a windthrown tree lying inside the Reserve Area within 60 feet of Stream A shall be retained. Any portion of a windthrown tree lying within the Salvage Area may be harvested.

All existing decay class 3, 4, and 5 logs in the Salvage Area shown on Exhibit A shall be retained. Decay classes are illustrated on Exhibit I, which is attached hereto and made a part hereof.

Rootwads shall be severed from logs prior to yarding and shall be retained on site.

No felling, yarding, or loading shall be permitted in or through Reserve Areas shown on Exhibit A, unless approved by the Authorized Officer.

In the Salvage Area shown on Exhibit A, yarding shall be done with a cable yarding system capable of partial suspension. During yarding the lead end of the log shall be suspended clear of the ground unless otherwise approved by the Authorized Officer.

In the use of a roadside landing on Road No. 17-7-20.7 Segment B, the Purchaser shall obtain permission from Roseburg Resources Company prior to using guyline stumps in the adjacent clearcut.

The Purchaser shall clean logging equipment, using a water pressure hose, prior to entry on BLM lands.

Site preparation will include swamper burning slash in the Salvage Area.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing swamper burning or contributing \$1,439.19 in lieu thereof. The option must be declared prior to contract execution.

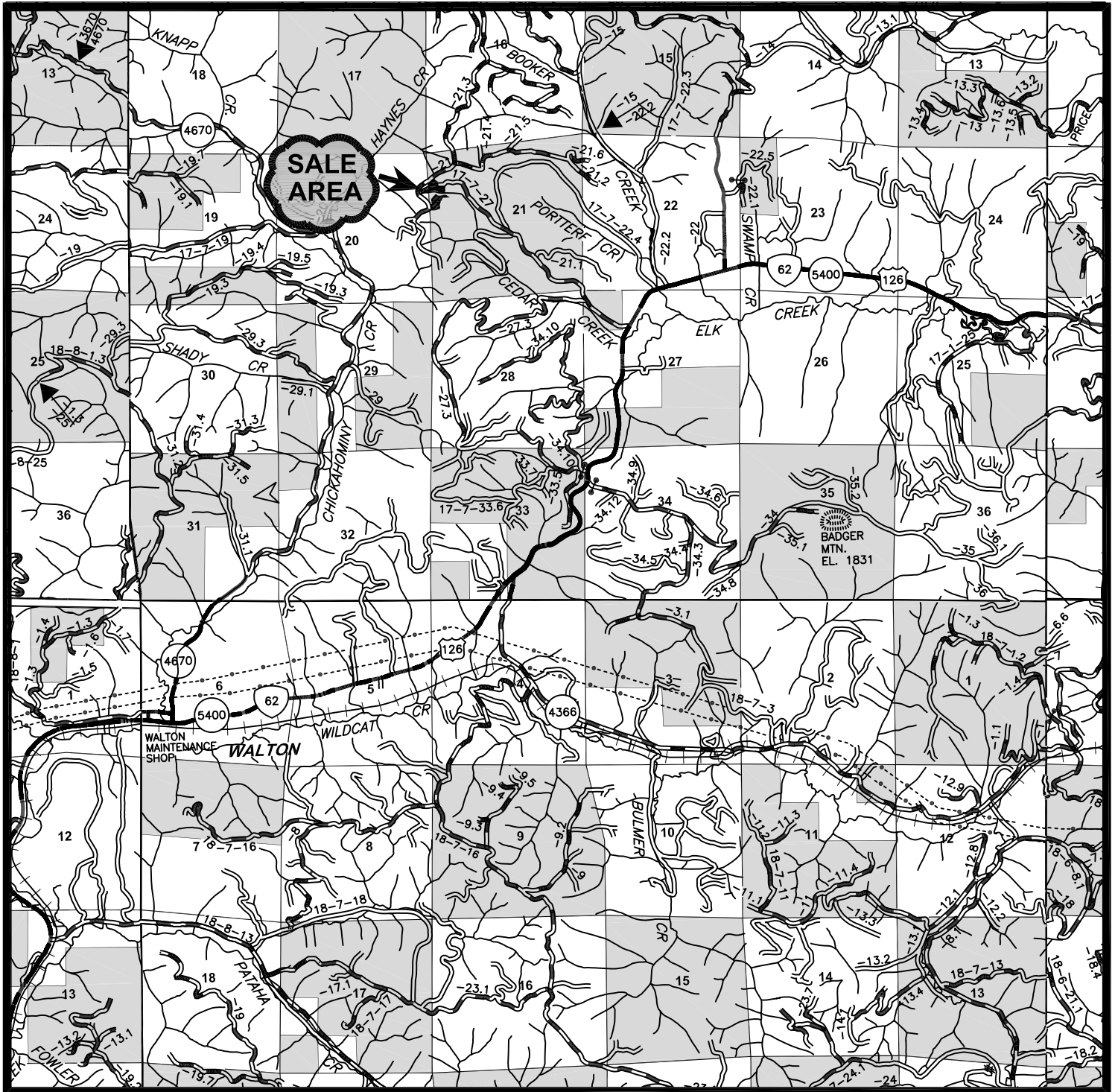
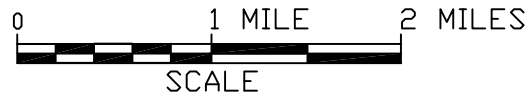
NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: From Veneta, travel west on Highway 126 for approximately 9 miles to Road No. 17-7-27. Proceed northwest on Road No. 17-7-27 for approximately 2 miles to the Salvage Area.

TIMBER SALE LOCATION MAP

Hat Trick

TOWNSHIP 17 S. RANGE 7 W.

SEC. 21

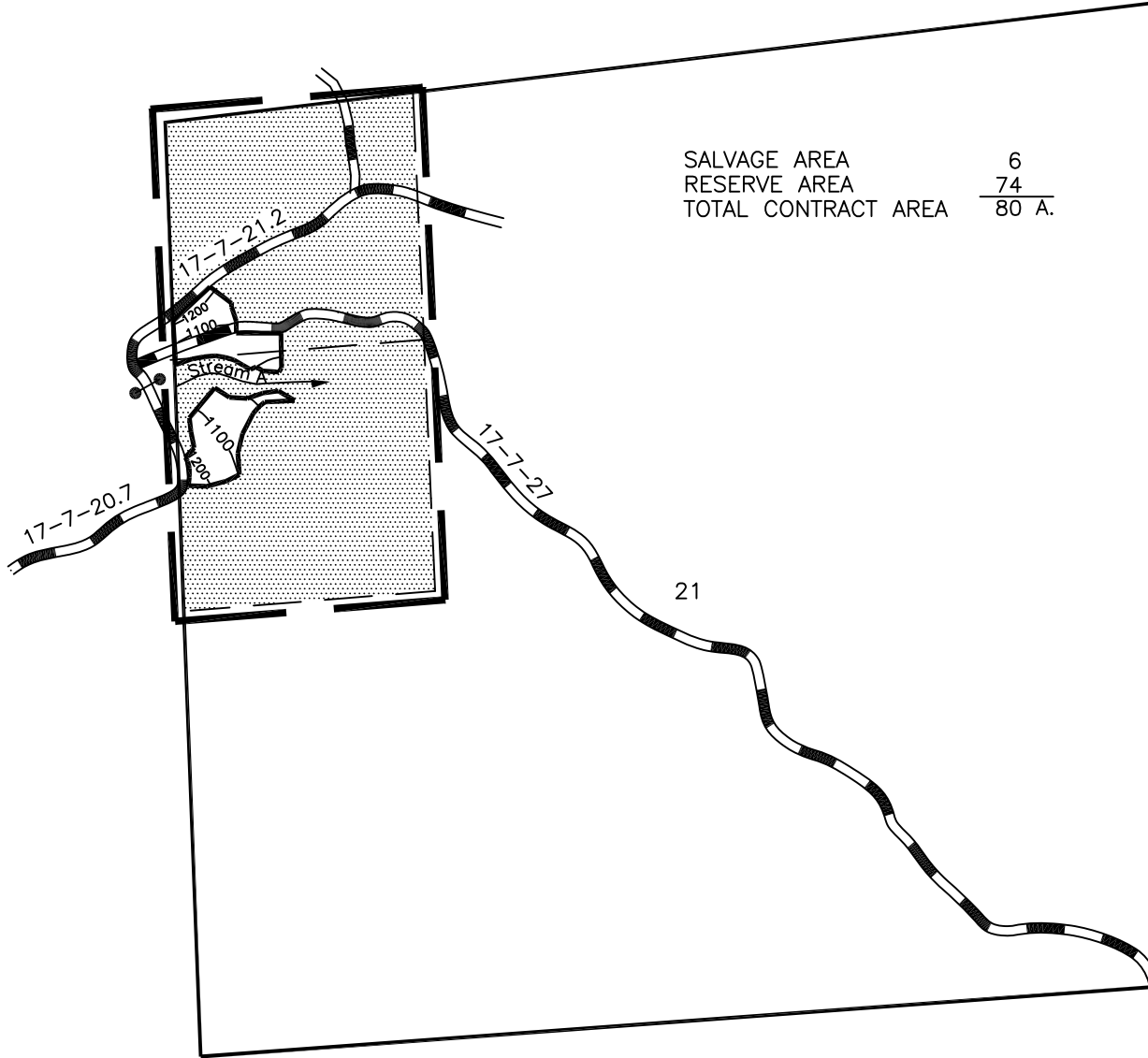


UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

EXHIBIT "A"








SALE NAME: HAT TRICK TIMBER SALE CONTRACT NO.: OR090-TS08-572

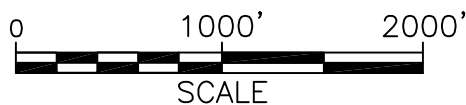
T. 17S , R. 7W , SEC. 21 , WILL. MER., EUGENE DISTRICT



| | |
|---------------------|-------|
| SALVAGE AREA | 6 |
| RESERVE AREA | 74 |
| TOTAL CONTRACT AREA | 80 A. |

LEGEND

- | | | | |
|---|------------------------------|---|--|
|  | SALVAGE AREA |  | BOUNDARY - CONTRACT AREA |
|  | RESERVE AREA |  | BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED) |
|  | APPROXIMATE LOCATION OF GATE |  | ROCK SURFACED ROAD |
| | |  | STREAM |



DATE: JUNE 15, 2008

OR-5420-1
(June 1986)

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

District Eugene
Sale Date August 28, 2008
Parcel No. 1

Sale Name Hat Trick
ATSP Tract No. E-08-572
County & State Lane, Oregon
Master Unit Siuslaw

Planning Unit Siuslaw
Type of Sale Advertised
Time for Cutting & Removal 12 Mos.
Time for Removal of Personal Property 1 Mos.

| O&C | CBWR | P.D. | Township | Range | Section | Subdivision |
|-----|------|------|----------|-------|---------|-------------|
| X | | | 17S | 7W | 21 | W½NW¼ |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| Subdivisions or Cutting Areas | Cutting Volumes by Species by MBF | | | | | | | | Total Cutting Volume | Cutting Area Acres | |
|-------------------------------|-----------------------------------|----|--|--|--|--|--|--|----------------------|--------------------|-------|
| | DF | WH | | | | | | | | Salvage | Clear |
| Salvage Area | 94 | 3 | | | | | | | 97 | 6 | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| TOTAL | 94 | 3 | | | | | | | 97 | 6 | |

| COSTS | |
|-------------------------|---------------------------------|
| Falling & Bucking | \$ <u>Included With Yarding</u> |
| Yard, Load, etc. | <u>251.68</u> |
| Transportation | <u>34.16</u> |
| Road Construction | <u>0.00</u> |
| Road Amortization | <u>0.00</u> |
| Road Maintenance | <u>8.51</u> |

| Other Allowances* | |
|--------------------------------------|-----------------------------|
| *Specify | Costs |
| Slash Disposal (Piling & Covering) | \$ <u>12.47</u> |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total Other Allowances | \$ <u>12.47</u> |
| Total Cost to Utilization Center | \$ <u>306.82</u> |
| Utilization Center (Peelers) | <u>N/A</u> |
| Miles to Utilization Center | <u>N/A</u> |
| Utilization Center (Sawlogs) | <u>Eugene / Springfield</u> |
| Miles to Utilization Center | <u>24</u> |
| Weighted Miles to Utilization Center | <u>24</u> |

| Profit & Risk Allowance | | | |
|------------------------------------|----------|---|--|
| Basic Profit & Risk | <u>7</u> | % | |
| Additional Risk | | | |
| Low 1% | | % | |
| Medium 2% | <u>2</u> | % | |
| High 3% | | % | |
| Total Profit & Risk | <u>9</u> | % | |

| Tract Features | | | |
|---|------------|----------|--------------|
| Ave Log (Bd. Ft.): D-fir | <u>47</u> | All | Ave DBH:14" |
| Recovery D-fir | <u>89</u> | % All | <u>89</u> % |
| Salvage D-fir | <u>100</u> | % All | <u>100</u> % |
| Ave Volume per Acre | <u>16</u> | | MBF |
| Ave Yarding Slope | <u>50</u> | | % |
| Ave Yarding Distance | <u>400</u> | | Ft. |
| Ave Age | <u>45</u> | | Years |
| Volume Highlead | <u>0</u> | | % |
| Volume Skyline | <u>100</u> | | % |
| Volume Cat | <u>0</u> | | % |
| Volume Aerial | <u>0</u> | | % |
| Road Construction / Improvements (100' Sta) | | | |
| Class | No. Sta. | <u>0</u> | |
| Class | No. Sta. | <u>0</u> | |
| Class | No. Sta. | <u>0</u> | |

Cruise

Cruised by G. Scheid, C. Haubrich, M. Hallinan, J. Wilder
Date May 2008
Type of Cruise Variable Plot & 3-P
Volume (MBF-Net Merch)
Green 97 MBF Salvage 97
D-fir Sawlog 94 MBF Peeler 0
Export Volume 0
Purchaser _____
Address _____
Contract No. _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

District: Eugene
ATSP Tract No.: _____
ADP: E-08-572
Sale Name: Hat Trick

Stumpage Computation

| Species | Realization Value | Mfg. Costs (-) | Pond Value | Logging Costs (-) | Profit & Risk (-) | Marginal* Logs (+) | Stumpage |
|-----------------|-------------------|----------------|------------|-------------------|-------------------|--------------------|----------|
| Douglas-fir | ----- | ----- | \$415.16 | \$306.82 | \$37.36 | | \$71.00 |
| Western hemlock | ----- | ----- | \$287.28 | \$306.82 | \$25.86 | | \$29.00* |
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| Wt. Average | | | \$410.20 | | | | \$69.70 |

*Marginal Log Volume _____ MBF x _____ \$/MBF _____ Marg. Log Value
 Marginal Log Value \$ _____ = \$ _____ Marginal Log Value / MBF
 (D-fir Net Volume) MBF *10% of Pond Value

Appraised Price Summary

TEA _____ RVA _____
(Check one)

| Number Trees | | Species | Volume | Appraised Price | | Bid Price | |
|--------------|-------|-----------------|--------|-----------------|------------|-----------|-------|
| Un-Merch | Merch | | | \$/M | Value | \$/M | Value |
| ----- | 502 | Douglas-fir | 94 MBF | \$71.00 | \$6,674.00 | | |
| ----- | 10 | Western hemlock | 3 MBF | \$29.00 | \$87.00 | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | Totals: | 97 MBF | | \$6,761.00 | | |

Log Grades (By Percent)

| Species | Code #1 | #2 | #3 | #4 | #5 | #6 |
|-----------------|---------|----|----|-----|-----|----|
| Douglas-fir | | | | 31% | 62% | 7% |
| Western hemlock | | | | 31% | 62% | 7% |
| | | | | | | |
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Appraised By Haubrich Date 7/22/2008
 Appraisal Reviewed By Frystak Date 7/22/2008

EUGENE DISTRICT
SIUSLAW RESOURCE AREA

PARCEL NO.: 2
SALE DATE: August 28, 2008

Tract No. E-08-547 Bottomline
Douglas County, Oregon: O&C

Bid Deposit Required: \$44,200.00

All timber designated for cutting on N½, E½SW¼, N½SE¼, SW¼SE¼, Section 1; T 21 S., R 5 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 |
|--------------------------------------|---------------------------|-------------|--------------------------------------|-------------------------------|--|
| 2,228 | 4,345 | Douglas-fir | 2,626 | \$ 168.00 | \$ 441,168.00 |

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: Douglas-fir in Partial Harvest Area No. 1 has been cruised using the 3P system to select sample trees. A total of 49 sample trees were selected. 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 Partial Harvest Area No. 1 volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

Partial Harvest Areas No. 2 and 3 were variable plot cruised. Volume for all Douglas-fir in Partial Harvest Areas No. 2 and 3 is derived from form class tables for estimating board foot volume of trees in 16-foot logs. Sample tree volume and plot basal area is expanded to a total volume for Partial Harvest Area No. 2 and Partial Harvest Area No. 3 using the **National Cruise Program**. The tree count was determined with a Relaskop using a 20 BAF and sample trees were randomly selected using a 128 BAF. These Partial Harvest Areas contain a total of 121 plots which contain 47 sample trees. 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 18.6" DBHOB; the average log contains 83 bd. ft.; the total gross volume is approximately 2,764 MBF; 95% recovery is expected; and 2.3% was determined to be salvage volume.

CUTTING AREA: 3 areas totaling approximately 168 acres must be partial harvested.

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM road to be constructed;
4. State of Oregon roads via a Cooperative Right-of-Way Agreement Supplement E-59;
5. Roads covered by Right-of-Way and Road Use Agreement E-339 between Weyerhaeuser Company and the United States. In the construction, improvement, and use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement 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 to Weyerhaeuser Company road maintenance fees estimated at \$426.05, and rockwear fees estimated at \$293.70.

The Purchaser shall pay BLM a road maintenance fee of \$3,017.27 and a rockwear fee of \$1,758.55. 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 No: 20-5-36.1 B

Class: SN-16

Length: 7.35 Stations

Total estimated excavation: 32 hours of tractor time.

Total estimated construction cost: \$ 5,499.47

Special Requirements in Road Construction: Operations limited to periods of dry weather. Purchaser shall purchase right-of-way volume, estimated at 4 MBF, from the State of Oregon. Purchase shall comply with license agreements with the State of Oregon and Weyerhaeuser Company.

ROAD RENOVATION: Required

Roads No. 20-5-35.2, 21-4-6, 21-5-1; Spurs: A, B, C, G, H, J, K;

Class: SN-16

Length: 149.18 Stations

Total estimated excavation: 16 hours of tractor time.

Total estimated renovation cost: \$ 8,795.51

Special Requirements in Road Renovation: Operations limited to periods of dry weather. Roadside brushing is required on Road No. 20-5-35.2.

ROAD IMPROVEMENT: Required

Road Nos. 20-4-31.1, 20-5-25, 20-5-36.1, 21-5-1.1, 21-5-1.2; Spur D

Class: SN-16

Length: 44.64 Stations Stations

Surfacing: 1½"/3" minus

Width: 12'

Compacted Depth: 8"

Estimated Quantity: 96/991 CY (truck measure)

Total estimated excavation: 6 hours of tractor time

Total estimated improvement cost: \$ 14,967.06

Special Requirements in Road Improvement: Operations limited to periods of dry weather. Purchase shall comply with a license agreement with Weyerhaeuser Company.

Suggested Rock Source:

Cottage Grove / Lorane Area

Culverts:

| <u>Diameter:</u> | <u>Length:</u> | <u>Number</u> |
|------------------|----------------|---------------|
| 18" | 160' | |

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 18 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 100 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:

Reserve trees in the Partial Harvest Areas and the posted and blazed boundaries are marked with yellow paint.

Reserve all existing decay class 1 & 2 logs greater than 20 inches in diameter in the Partial Harvest Areas.

Red painted trees representing plot centers for research purposes shall not be cut under any circumstances.

Care shall be taken to preserve fiberglass stakes representing additional research plot centers located throughout the Partial Harvest Areas.

No hauling shall be conducted on natural surfaced roads or Road Nos. 20-5-25 and 21-5-1 during periods of wet weather, as determined by the Authorized Officer.

Within 3 months of completion of hauling, the Purchaser shall select two Douglas-fir trees per acre (approximately 336 trees) from the yellow-marked reserved trees with a diameter at breast height between 17 and 24 inches. Selected trees shall be well distributed, felled and retained onsite. The Purchaser shall tally all trees as they are felled; the tally may be requested by the Authorized Officer at any time during the felling operation. At the end of this operation, the completed tally shall be submitted to the Authorized Officer.

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

In the Partial Harvest Areas, where slopes are less than 35%, yarding may be done either by a skyline system, or by equipment operated entirely on designated skid roads during periods of low soil moisture.

In the Partial Harvest Areas shown on Exhibit A, on slopes greater than 35%, yarding shall be done with a carriage equipped skyline system capable of yarding 1300 feet slope distance. Intermediate supports and/or lift trees may be needed.

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

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

- Till with decompaction equipment, such as a track mounted excavator, during the dry season, natural surfaced roads and all skid trails.
- Construct drainage dips, waterbars and/or lead-off ditches, as directed by the Authorized Officer.
- Place logging slash on Spurs A, B, C, H, J and K; and all skid trails.
- Block Spurs A, B, C, D; Roads No. 21-5-1.1 and 21-5-1.2; and skid trails at entry points using stumps, slash, boulders, and/or cull logs, as directed by the Authorized Officer.
- Construct earthen barricades at stations P0+00 and P7+35 on Road 20-5-36.1 Segment B and at station P0+00 of Spur G.

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. The Purchaser will not have the option of contributing in lieu of performing the slash piling and covering requirements of this contract.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Obtain a key from the BLM office. From Eugene, travel south to Lorane via Lorane Highway and Territorial Highway (State Highway No. 200). To view Partial Harvest Area No. 1, continue south on Territorial Highway for approximately 2.2 miles and turn west onto Chambers Mill Road. Proceed through the gate and follow signs to the Partial Harvest Area. To view Partial Harvest Area No. 2, return to Territorial Highway and travel south for approximately 1.3 miles; turn west onto BLM Road No. 20-4-31.1 for approximately one-half mile to the Partial Harvest Area. To view Partial Harvest Area No. 3, continue to the end of BLM Road No. 20-4-31.1 and walk into the Partial Harvest Area.

Seasonal Restriction Matrix

Restricted Times are Shaded and X'd

| | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec |
|--|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|
| | 1 | 15 | 1 | 15 | 1 | 15 | 1 | 15 | 1 | 15 | 1 | 15 |
| Felling, yarding or loading | | | | | | | | | | | | |
| <u>Partial Harvest Areas</u> | | | | | | X | X | X | X | | | |
| <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> | X | X | X | X | X | X | X | X | X | X | X | X |
| <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> | X | X | X | X | X | X | X | X | X | X | X | X |
| <ul style="list-style-type: none"> ▪ Typically October 1 – May 31; may vary due to weather conditions | | | | | | | | | | | | |
| Yarding & Timber/Mineral hauling on natural-surfaced roads, Roads No. 20-5-25 and 21-5-1 | | | | | | | | | | | | |
| <u>Partial Harvest Areas</u> | X | X | X | X | X | X | X | X | X | X | X | X |
| <ul style="list-style-type: none"> ▪ Typically October 15 – May 31; may vary due to weather conditions | | | | | | | | | | | | |

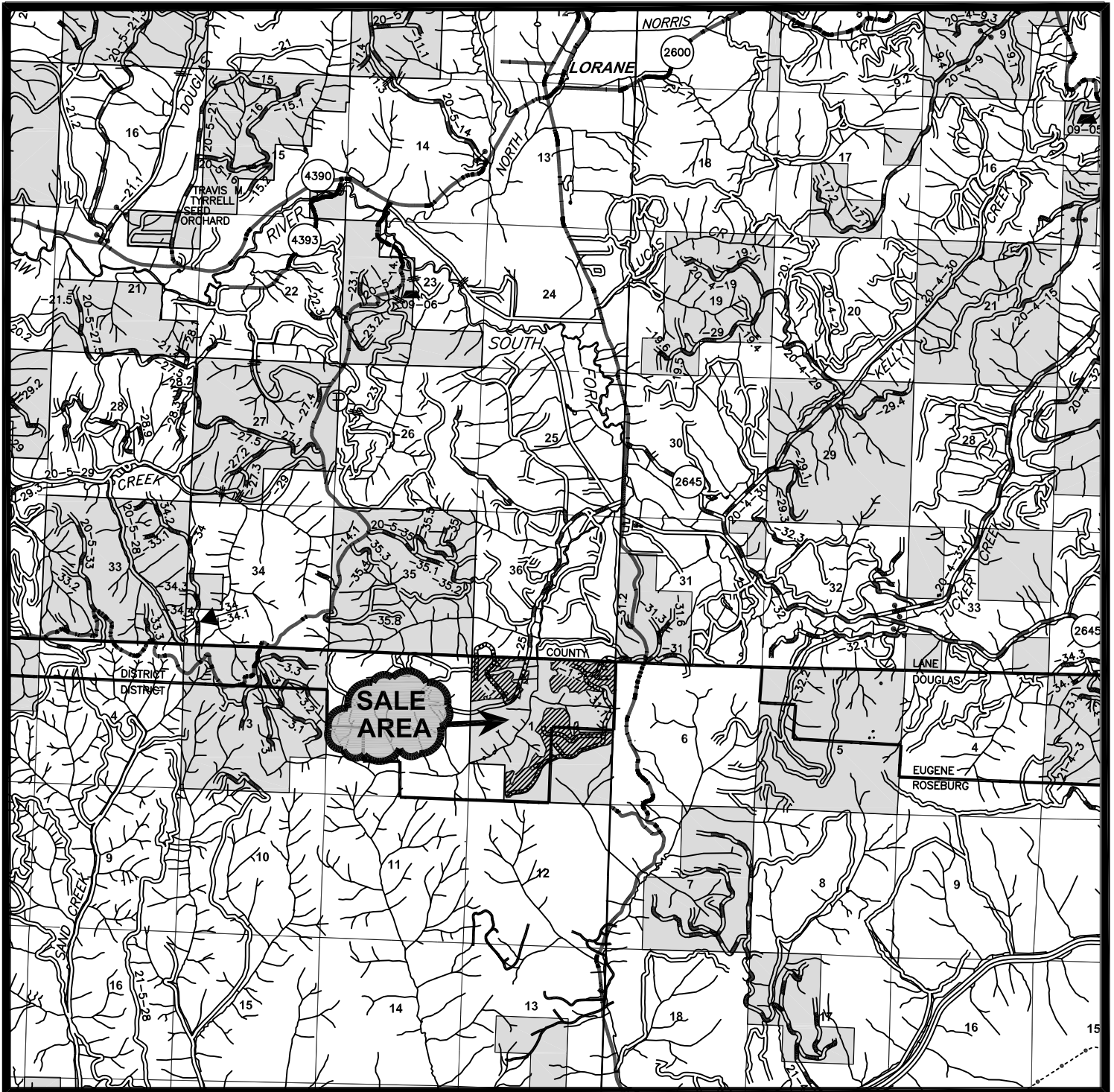
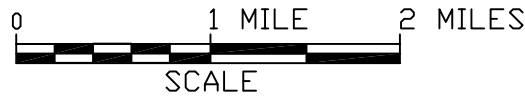
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and stipulations.

TIMBER SALE LOCATION MAP

Bottomline

TOWNSHIP 21 S. RANGE 5 W.

SEC. 1

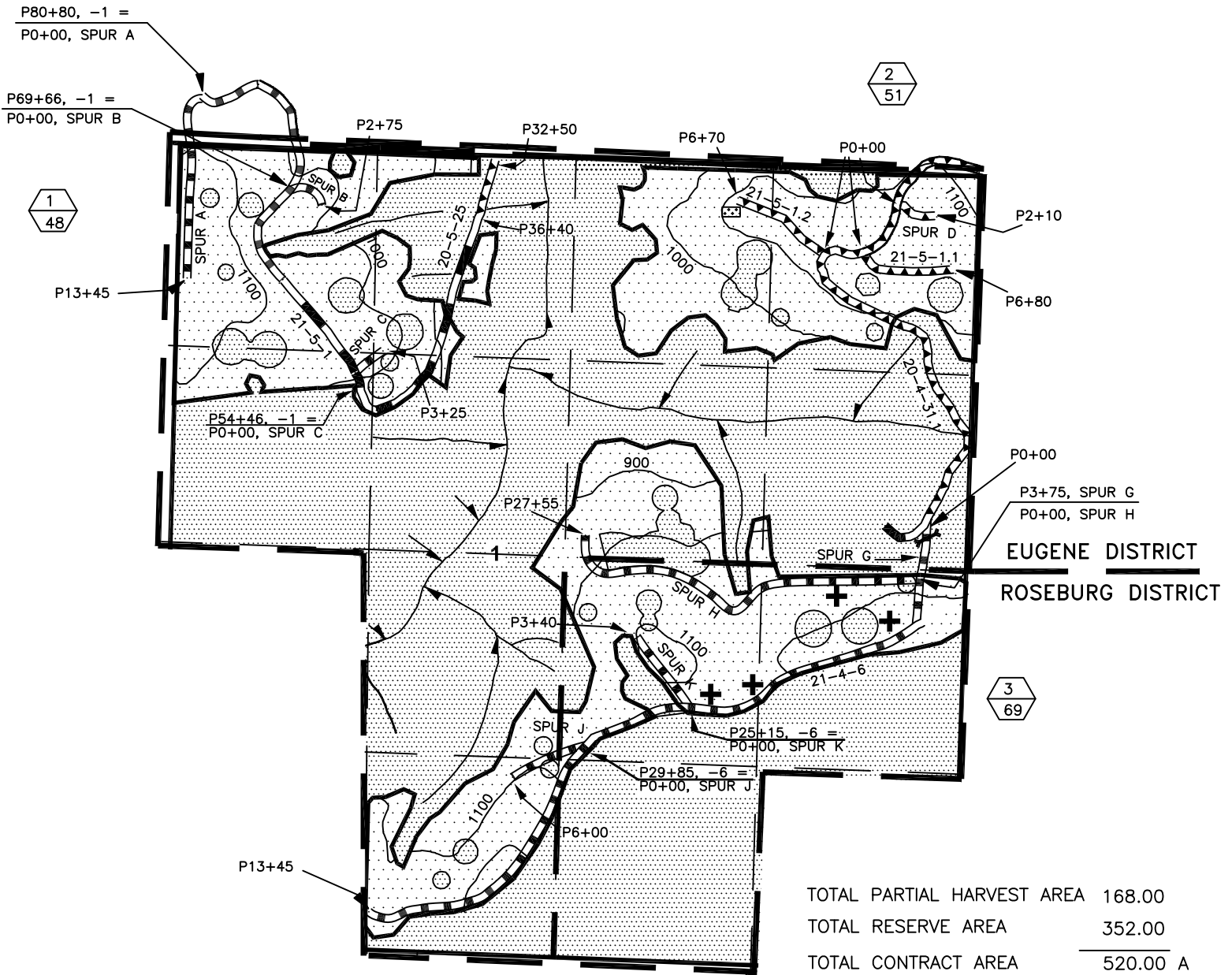


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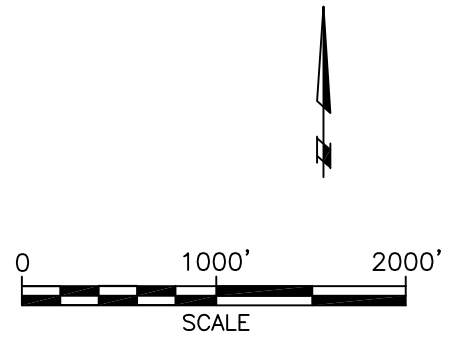
EXHIBIT "A"
SHEET 1 OF 1

SALE NAME: BOTTOMLINE TIMBER SALE CONTRACT NO.: OR090-TS08-547

T. 21 S., R. 5 W., SEC. 1 WILL. MER., EUGENE DISTRICT



- PARTIAL HARVEST AREA
- RESERVE AREA
- BOTANICAL RESERVE (NO OPERATIONS)
- LEAVE AREA (RESERVE AREA)
- PARTIAL HARVEST NUMBER ACREAGE WITHIN AREA
- APPROXIMATE LOCATION OF SUPERIOR TREES (4)
- STREAM
- BOUNDARY - CONTRACT AREA
- BOUNDARY - CUTTING AREA (BLAZED, PAINTED & POSTED)
- ROCK SURFACED ROAD
- ROAD TO BE RENOVATED
- ROAD TO BE IMPROVED
- APPROX. LOCATION OF EARTHEN BARRICADES TO BE CONSTRUCTED (1)
(SEE SECTION 41(d)(3) FOR LOCATIONS OF 2 ADDITIONAL EARTHEN BARRICADES)



DATE: 07/21/08

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Land Management

District: Eugene
 ATSP Tract No.: E-08-547
 ADP: _____
 Sale Name: Bottomline

Stumpage Computation

| Species | Realization Value | Mfg. Costs (-) | Pond Value | Logging Costs (-) | Profit & Risk (-) | Marginal* Logs (+) | Stumpage |
|-------------|-------------------|----------------|------------|-------------------|-------------------|--------------------|----------|
| Douglas-fir | | | 412.51 | \$211.13 | 33.00 | | 168.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Wt. Average | | | 412.51 | | | | 168.00 |

*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 _____
(Check one)

| Number Trees | | Species | Volume | Appraised Price | | Bid Price | |
|--------------|-------|-------------|-----------|-----------------|--------------|-----------|-------|
| Un-Merch | Merch | | | \$/M | Value | \$/M | Value |
| | 5,309 | Douglas-fir | 2,626 MBF | \$168.00 | \$441,168.00 | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | Totals: | 2,626 MBF | | \$441,168.00 | | |

Log Grades (By Percent)

| Species | Code #1 | #2 | #3 | #4 | #5 | #6 |
|-------------|---------|----|----|-----|-----|----|
| Douglas-fir | | | | 71% | 28% | 1% |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |

Appraised By Bruce Stevens Date June 2008
 Appraisal Reviewed By Heather Frystak Date 7/18/2008

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

District Eugene
Sale Date August 28, 2008
Parcel No. 2

Sale Name Bottomline
ATSP Tract No. E-08-547
County & State Douglas, Oregon
Master Unit Siuslaw & Swiftwater

Planning Unit Siuslaw & Swiftwater
Type of Sale Advertised
Time for Cutting & Removal 18 Mos.
Time for Removal of Personal Property 1 Mos.

| O&C | CBWR | P.D. | Township | Range | Section | Subdivision |
|-----|------|------|----------|-------|---------|--------------------------|
| X | | | 21S | 5W | 1 | N½, E½SW¼, N½SE¼, SW¼SE¼ |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| Subdivisions or Cutting Areas | Cutting Volumes by Species by MBF | | | | | | | Total Cutting Volume | Cutting Area Acres | |
|-------------------------------------|-----------------------------------|--|--|--|--|--|--|----------------------------|-----------------------|-------|
| | DF | | | | | | | | Partial | Clear |
| Partial Harvest 1 | 496 | | | | | | | 496 | 48 | |
| Partial Harvest 2 | 905 | | | | | | | 905 | 51 | |
| Partial Harvest 3 | 1,225 | | | | | | | 1,225 | 69 | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TOTAL | 2,626 | | | | | | | 2,626 | 168 | |

COSTS

| | | |
|-------------------|----|-----------------------|
| Falling & Bucking | \$ | Included With Yarding |
| Yard, Load, etc. | | 164.95 |
| Transportation | | 29.00 |
| Road Construction | | 11.14 |
| Road Amortization | | NA |
| Road Maintenance | | 3.23 |

Other Allowances*

| | |
|------------------------------------|---------|
| *Specify | Costs |
| Slash Disposal (Piling & Covering) | \$ 1.29 |
| Seasonal Road Blocking | 0.20 |
| Road Decommissioning & Blocking | 0.99 |
| Coarse Woody Debris | 0.33 |

Total Other Allowances \$ 2.81

| | |
|--------------------------------------|----------------------|
| Total Cost to Utilization Center | \$ 211.13 |
| Utilization Center (Peelers) | N/A |
| Miles to Utilization Center | N/A |
| Utilization Center (Sawlogs) | Eugene / Springfield |
| Miles to Utilization Center | 36 |
| Weighted Miles to Utilization Center | 36 |

Profit & Risk Allowance

| | |
|---------------------|-----|
| Basic Profit & Risk | 7 % |
| Additional Risk | |
| Low 1% | 1 % |
| Medium 2% | % |
| High 3% | % |
| Total Profit & Risk | 8 % |

Tract Features

| | | | | |
|--------------------------|------|-------|------|---------------|
| Ave Log (Bd. Ft.): D-fir | 83 | All | 83 | Ave DBH: 18.6 |
| Recovery D-fir | 95 | % All | 95 | % |
| Salvage D-fir | 2.28 | % All | 2.28 | % |
| Ave Volume per Acre | 16 | | | MBF |
| Ave Yarding Slope | 30 | | | % |
| Ave Yarding Distance | 400 | | | Ft. |
| Ave Age | 65 | | | Years |
| Volume Highlead | 0 | | | % |
| Volume Skyline | 40 | | | % |
| Volume Cat | 60 | | | % |
| Volume Aerial | 0 | | | % |

Road Construction / Improvements (100' Sta)

| | | | |
|-------|-------|----------|---------------------|
| Class | SN-16 | No. Sta. | Construction - 7.35 |
| Class | SN-16 | No. Sta. | Renovation - 149.18 |
| Class | SN-16 | No. Sta. | Improvement - 44.64 |

Cruise

Cruised by Anderson, Hallinan, Haubrich, Scheid, Stevens, Wilder
Date June 2008
Type of Cruise Variable Plot & 3-P

Volume (MBF-Net Merch)

| | | | |
|---------------|-----------|---------|----|
| Green | 2,566 MBF | Salvage | 60 |
| D-fir Sawlog | 2,626 MBF | Peeler | 0 |
| Export Volume | 0 | | |
| Purchaser | | | |
| Address | | | |

Contract No. _____

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 E- |
| Sale Name |
| Sale Notice (dated) July 30, 2008 |
| BLM District Eugene |

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

Sealed Bid for Sealed Bid Sale Written Bid for Oral Auction Sale 10:00 a.m., August 28, 2008
 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 _____ | = _____ |
| | | | 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 <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

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.