



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Eugene District Office

P.O. Box 10226

Eugene, Oregon 97440-2226

IN REPLY REFER TO:

5430A

To: Eugene District Office

Attn: Debra Wilson, Siuslaw Resource Area (541) 683-6798

### PROSPECTUS REQUEST

Please send the Prospectus for the West 18th Timber Sale to be sold on October 29, 2009.

Mail to:

---

---

---

---

Requested by: 

---

# PROSPECTUS



## United States Department of the Interior

### BUREAU OF LAND MANAGEMENT

Eugene District Office

P.O. Box 10226

Eugene, Oregon 97440-2226

IN REPLY REFER TO:

5430A

September 30, 2009

**This advertisement includes:**

**Parcel No. 1 – West 18th**

#### 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, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **October 29, 2009**.

The Eugene District Office has relocated. The office is now located at 3106 Pierce Parkway, Springfield, Oregon.

**Directions to our new office:** Take Highway 126 to Springfield. Turn north at the Mohawk Boulevard exit and travel to Marcola Road, then east on Marcola Road. 1/2 mile to 28th St. Turn north and travel 1/10 mile and turn west on Pierce Parkway (just past the mini-storage facility). Travel past the entry gate. The BLM entrance is on the west side of the building.

This Timber Sale Notice does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 - Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in The Register Guard newspaper on or about June 3, 2009. 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 \$2,500.00 or more, but the amount of the bond shall not be in excess of \$500,000.00, 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 \$500.00 will be required for all installment contracts less than \$2,500.00.

**INSTALLMENT PAYMENTS** may be authorized for sales of \$500.00 or more. Required installments will be determined by BLM. For sales under \$500,000.00, 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.

**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.

The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

**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. Lump Sum sales shall not be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

**AN ENVIRONMENTAL ANALYSIS (EA)** was prepared for the North Lake Creek Thinning Project, which includes the West 18th sale area. A Finding of No Significant Impact and Decision Record for the EA have been documented. A Determination of NEPA Adequacy (DNA) has been documented for the sale. These documents are available for inspection as background for this sale at the Eugene District Office.

**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 5440-9
- Form 5450-17
- Form 5450-22

EUGENE DISTRICT  
SIUSLAW RESOURCE AREA

PARCEL NO.: 1  
SALE DATE: October 29, 2009

Tract No. E-10-575 West 18th  
Lane County, Oregon: O&C

Bid Deposit Required: \$ 24,100.00

All timber designated for cutting on Lot 4, E1/2SW1/4, SE1/4 Section 7, W1/2NW1/4, NW1/4SW1/4 Section 17; Lots 1-4, NE1/4, E1/2NW1/4, E1/2SW1/4 Section 18; T. 15 S. R. 6 W. Lot 4 Section 12; Lots 5, 6, 11, 12 Section 13; T. 15 S. R. 7 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Appr. Price
5,615	12,042	Douglas-fir	6,591	\$ 30.00 **	\$ 197,730.00
1,500	3,259	Western hemlock	1,826	\$ 23.00 **	41,998.00
3	10	Western redcedar	5	\$194.00	970.00
1	3	Red Alder	2	\$ 32.00 **	64.00
7,119	15,314	TOTALS	8,424		\$ 240,762.00

\*\* 10% of Pond Value

APPRAISED PRICES are determined by a market based analytical method unless otherwise noted. 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 export private timber.

NOTE: The volume for this timber sale has been calculated using 16 foot eastside Scribner rules, and the 32 foot log volumes and the cubic log volumes are estimates derived from the 16 foot volumes.

CRUISE INFORMATION: The western redcedar timber volumes in the Right-of-Ways were based on a 100% cruise using the **National Cruise Processing Program** for estimating board foot volume of trees in 16-foot logs.

The Douglas-fir and western hemlock in the Right-of-Ways and Special Cutting Area have been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16-foot lengths. The Right-of-Way volume was expanded to a total Right-of-Way volume. The Special Cutting Area volume was expanded and added to the Partial Harvest Area volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

Volume for the Douglas-fir, western hemlock, and red alder in the Partial Harvest Area were variable plot cruised. The Partial Harvest Area contains a total of 262 plots; 63 plots have randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume expanded and added to the Special Cutting Area volume to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Processing System**. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 13.2" DBHOB; the average log contains 46 bd.ft.; the total gross volume is approximately 6,947 MBF; and 95% recovery is expected.

CUTTING AREA: 3 areas totaling approximately 467 acres must be partial harvested and approximately 20 acres of Right-of-Way must be clear cut

ACCESS: Access to the sale is provided by:

1. a public road;
2. BLM existing roads;
3. BLM roads to be constructed;
4. roads covered by Right-of-Way and Road Use Agreement E-340 between Weyerhaeuser Company and the United States. In the construction, renovation and use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered for execution at least 15 days prior to any use of company roads. See the prospectus for full terms and conditions.

**ROAD MAINTENANCE:** The Purchaser shall maintain Weyerhaeuser Company roads and pay applicable above-normal maintenance and rockwear fees; or at Weyerhaeuser's option, pay maintenance fees estimated at \$916.20 and rockwear fees estimated at \$629.89. The Purchaser shall pay BLM a road maintenance fee of \$42,125.03 and a rockwear fee of \$3,034.53. 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:** RequiredSuggested Rock Source: Commercial  
Junction City Area

15-6-18.3, 15-6-18.7, 15-6-18.9, 15-6-18.10,  
Road No: 15-6-18.11, 15-7-13.2, 15-7-13.3, Spurs A - O  
Class: SN-14  
Length: 142.79 Stations  
Surfacing: 3" minus  
Width: 12'  
Compacted Depth: 8"  
Estimated Quantity: 3,882 cu. yds. (truck measure)  
Total estimated excavation: 148 hours of tractor time  
Total estimated construction cost: \$127,309.12

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

**ROAD RENOVATION:** RequiredSuggested Rock Source: Commercial  
Junction City Area

Roads No: 15-6-7, 15-6-7.72, 15-6-17.2, 15-6-18.1, 15-6-18.4,  
15-6-18.5, 15-6-26, Structural Plate Pipe Arch  
Class: SN-14  
Length: 109.23 Stations  
Surfacing: 3/4 " minus/Riprap/Bar run  
Width: N/A  
Compacted Depth: N/A  
Estimated Quantity: 838/336/209 cu. yds. (truck measure)

Total estimated excavation: 28 hours of tractor time  
Total estimated renovation cost: \$87,326.32

Special Requirements in Road Renovation: Operations limited to periods of dry weather. Replace the culvert on Road No. 15-6-26 at mile post 0.40 between July 1 and September 15 of the first operating season.

<u>Culverts</u>		
<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	90'	3
12'-10" X 8'-4"	72'	1

**ROAD IMPROVEMENT:** RequiredSuggested Rock Source: Commercial  
Junction City Area

Roads No: 15-6-17.1, 15-6-17.2D, 15-6-17.2E, 15-6-18.8,  
15-6-18.71, 15-7-13.1  
Class: SN-14/SN-16  
Length: 112.31/ 44.35 Stations  
Surfacing: 3" minus / 1-1/2 "minus / 3/4" minus/Riprap  
Width: 12'  
Compacted Depth: 8" / 6"  
Estimated Quantity: 5,907 / 1,994 / 234 / 30 cu. yds. (truck measure)

Total estimated excavation: 41 hours of tractor time  
Total estimated improvement cost: \$213,553.95

Special Requirements in Road Improvement: Operations limited to periods of dry weather. Replace the culvert on Road No. 15-6-17.2E at mile post 0.02 between July 1 and September 15 of the first operating season.

<u>Culverts</u>		
<u>Diameter:</u>	<u>Length:</u>	<u>Number:</u>
18"	238'	10
54"	38'	1

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

**SPECIAL PROVISIONS:** The contract will contain special provisions regarding road construction, road renovation and 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.

It is estimated that approximately 658 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but is not included in the advertised sale volume, nor is 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:

- In the Special Tailhold Area, shown on Exhibit A, all trees impacted by skyline roads must be identified on the ground and approved prior to cutting the adjacent Partial Harvest Area.
- With the exception of hauling, operations within the Special Operating Area shown on Exhibit A shall not be permitted from March 1 to July 7 of each year, both days inclusive.
- Approximately 21 standing trees in 7 groups have been marked with yellow paint above and below breast height in the Approximate Location of Special Habitat Trees. These trees shall not be felled, damaged, or removed during logging operations.
- Approximately 17 red alder trees have been marked for cutting by the Government with blue paint above and below breast height in the Approximate Location of Blue-Marked Hardwood Trees. All other hardwood trees are reserved.
- All trees in the Special Cutting Area, except those marked for cutting by the Government with blue paint above and below breast height, shall be reserved.
- In the Special Cutting Area shown on Exhibit A, directional felling shall be used to protect residual trees. Protective wraps shall be used on the stems of reserve trees, when necessary, to protect the trees during logging operations.
- The Purchaser shall rock Spurs E, F, G and Road Nos. 15-6-17.1, 15-6-17.2D, 15-6-17.2E, 15-6-18.7, 15-6-18.71, 15-6-18.8, 15-6-18.9, 15-6-18.10, 15-6-18.11, 15-7-13.1, 15-7-13.2, and 15-7-13.3 for wet weather haul. The Purchaser shall have the option to not rock these roads. If the Purchaser exercises this option, the purchase price will be increased by the cost of surfacing as appraised at the time of the sale.
- No yarding or hauling shall be conducted on natural surfaced roads during periods of wet weather, as determined by the Authorized Officer. No hauling shall be conducted during periods of wet weather on Road No. 15-6-17.2 south of Road No. 15-6-17.1, or roads tributary to it, due to environmental restrictions.
- The Purchaser shall not rock Spurs A-D, H, J, K (P3+70 to P7+89), or L; or Road Nos. 15-6-17.2 Ren., 15-6-18.1, 15-6-18.3, or 15-6-18.5. See attached Road Surfacing Illustration.
- The Purchaser has the option to rock Spurs I, K (P0+00 to P3+70), and M-O, and Road Nos. 15-6-7 Ren. and 15-6-7.72. See attached Road Surfacing Illustration.
- Yarding *shall* be done with a carriage equipped skyline capable of yarding 1,800 feet slope distance in the Partial Harvest Areas on slopes greater than 35%.
- Downhill yarding to the paved portion of Road No. 14-6-34 shall not be allowed.
- In the Partial Harvest Areas, where slopes are less than 35%, yarding *may* be done either by a skyline system as described above, or by equipment operated entirely on designated skid roads during periods of low soil moisture. New skid trails within 210 feet of streams shall be located at least 75 feet from the posted boundary.
- In the Special Cutting Area shown on Exhibit A, skid trails shall be placed diagonally in designated locations. Placement of skid trails shall be designated by the Authorized Officer.
- The Purchaser shall clean yarding, logging, road construction, decommissioning, and slash disposal equipment, using a water pressure hose, prior to entry on BLM lands.
- There are requirements for blocking and waterbarring roads between logging seasons.

- Upon completion of hauling, the Purchaser shall decommission designated skid trails, newly constructed roads and renovated and improved roads. Decommissioning measures include:
  - Till all skid trails and natural surface roads with decompaction equipment, such as a track mounted excavator
  - Construct drainage dips, waterbars and/or lead-off ditches as needed.
  - Place logging slash, where available, on the entire road prism of tilled, natural-surfaced roads. Place logging slash, where available, on rocked road surfaces for the distance visible from Road No. 14-6-34 as determined by the Authorized Officer.
  - Block roads with root wads, logs and slash or earthen barricades.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning or contributing \$1,415.29 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 disposal requirements of this contract.

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

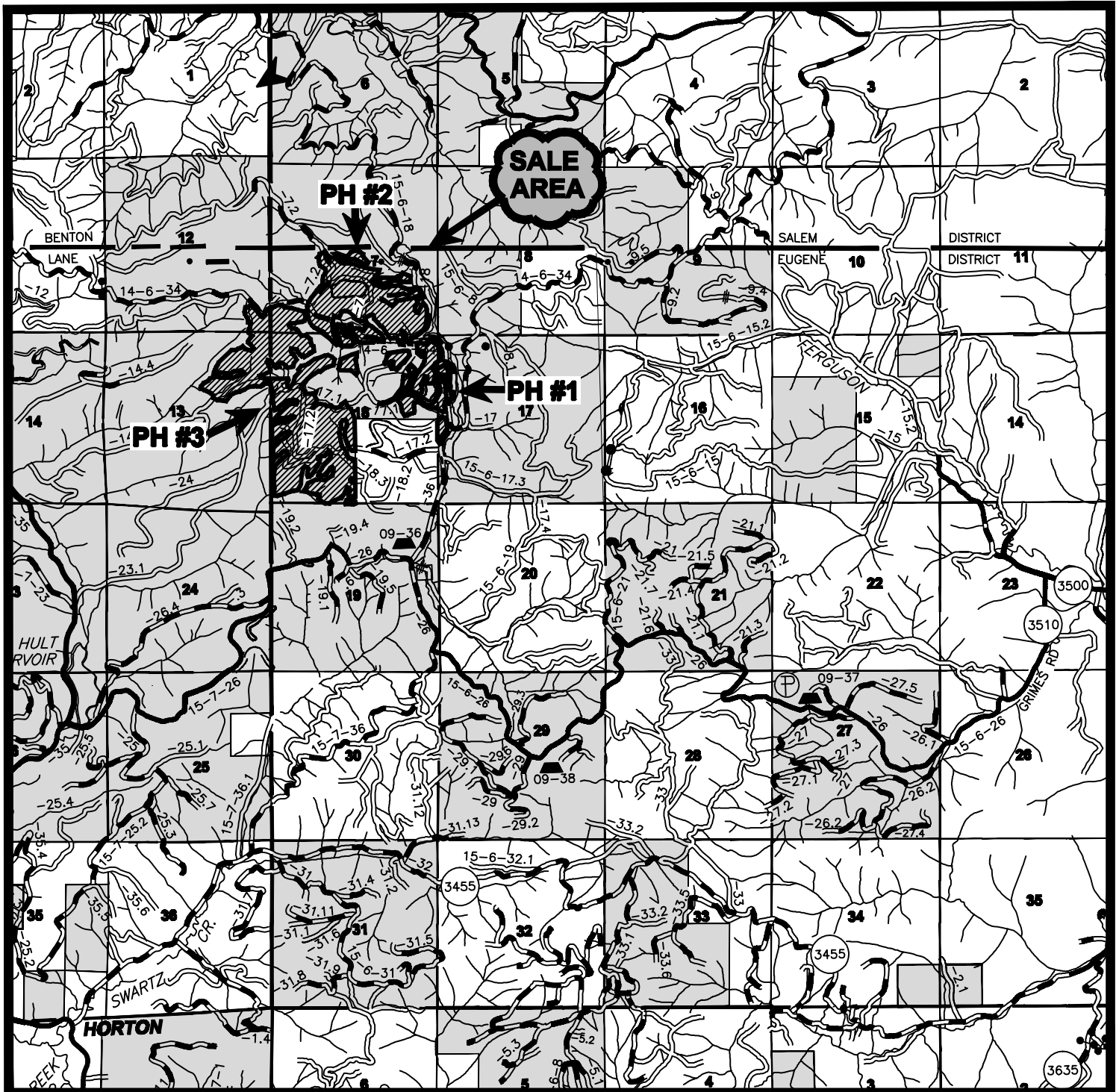
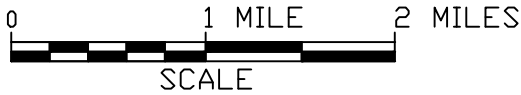
From Junction City, take Highway 99W to Ferguson Road. Turn west and proceed approximately 5 miles to Grimes Road (County Road No. 3510). Turn south and proceed on Grimes Road to Road No. 15-6-26. Proceed on Road No. 15-6-26 for approximately 5 miles to Road No. 15-7-36. Turn north and follow Road No. 15-7-36 for approximately 1.5 mile, following the timber sale signs to the sale area.

# TIMBER SALE LOCATION MAP

# West 18th

**TOWNSHIP 15 S. RANGE 6 W. SECS. 7, 17 & 18**

**TOWNSHIP 15 S. RANGE 7 W. SECS. 12 & 13**





	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	
<b>Felling, yarding or loading</b>																									
<u>Partial Harvest Areas</u>																									
<ul style="list-style-type: none"> <li>▪ April 15 – June 15, both days inclusive</li> <li>▪ Sap flow seasonal restriction may be conditionally waived</li> </ul>																									
<u>Special Operating Area</u>																									
<ul style="list-style-type: none"> <li>▪ March 1 – July 7, both days inclusive</li> </ul>																									
<b>Ground-based yarding</b>																									
<u>Partial Harvest Areas</u>																									
<ul style="list-style-type: none"> <li>▪ Typically October 1 – July 1; may vary due to weather conditions</li> </ul>																									
<b>Right-of-way logging and clearing</b>																									
<u>Right-of-Way Areas</u>																									
<ul style="list-style-type: none"> <li>▪ Typically October 1 – May 31; may vary due to weather conditions</li> </ul>																									
<b>Yarding &amp; hauling on natural-surfaced roads, Road No. 15-6-17.2 (south of 15-6-17.1) and those roads tributary to it</b>																									
<u>Partial Harvest Areas</u>																									
<ul style="list-style-type: none"> <li>▪ Typically September 15 – May 31; may vary due to weather conditions</li> <li>▪ Purchaser option rocking of some roads will be permitted</li> </ul>																									
<b>Culvert Installation</b>																									
<u>Road Nos. 15-6-26 and 15-6-17E</u>																									
<ul style="list-style-type: none"> <li>▪ September 16 – June 30, both days inclusive to comply with ODFW instream period</li> </ul>																									

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

EXHIBIT "A"

WILL. MER., EUGENE DISTRICT



DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

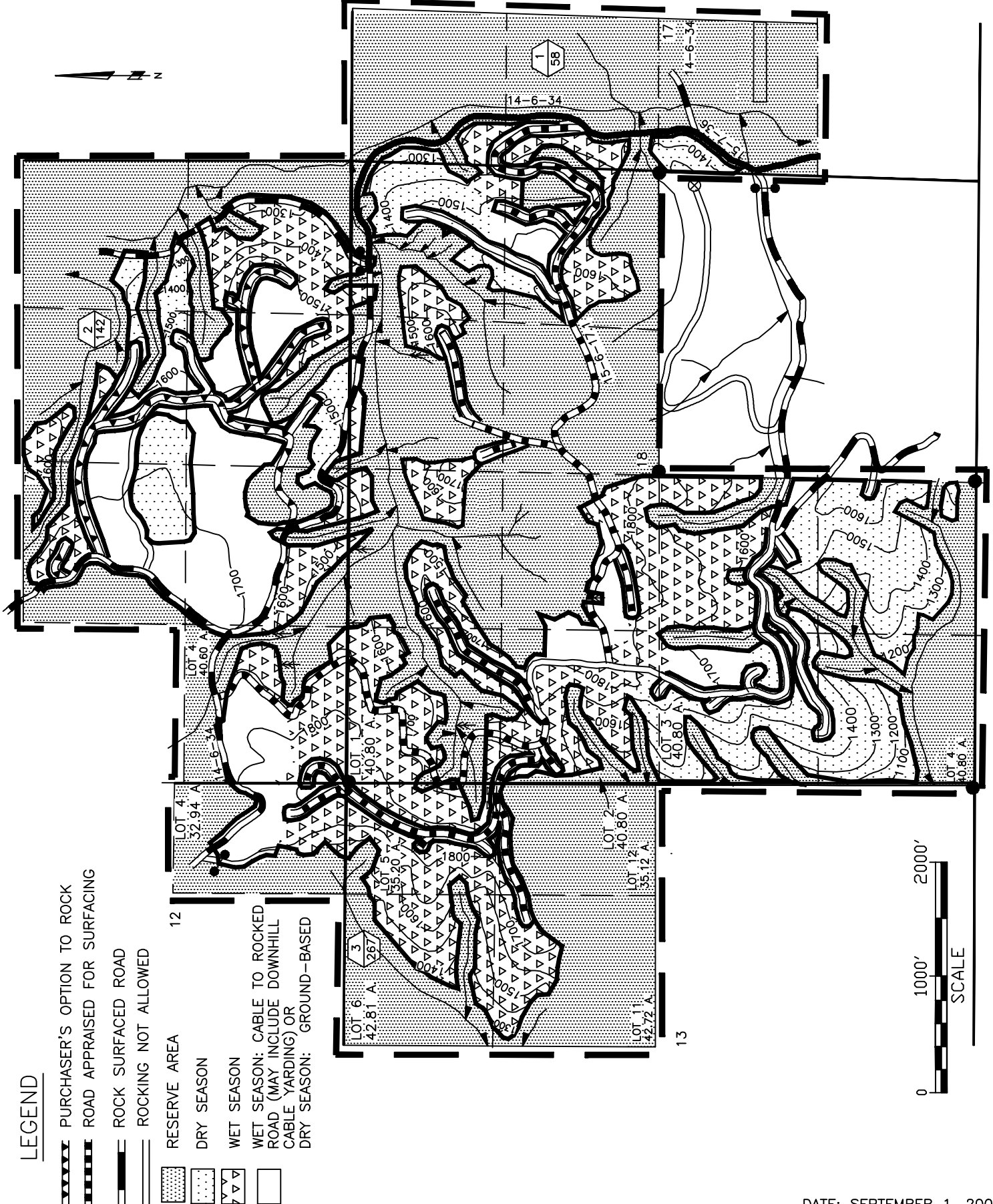
ILLUSTRATION

SALE NAME: WEST 18TH TIMBER SALE CONTRACT NO.: OR090-TS10-575

T. 15S, R. 6W, SEC. 7, 17, 18

T. 15S, R. 7W, SEC. 12, 13

WILL. MER., EUGENE DISTRICT



DATE: SEPTEMBER 1, 2005

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.

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

O&C	CBWR	P.D.	Township	Range	Section	Subdivision
X			15 S	6 W	7	Lot 4, E1/2SW1/4, SE1/4
X			15 S	6 W	17	W1/2, NW1/4, NW1/4 SW1/4
X			15 S	6 W	18	Lots 1-4, NE1/4, E1/2NW1/4, E1/2SW1/4
X			15 S	7 W	12	Lot 4
X			15 S	7 W	13	Lots 5, 6, 11, 12

Subdivisions or Cutting Areas	Cutting Volumes by Species by MBF									Total Cutting Volume	Cutting Areas Acres	
	DF	WH	WRC	RA							Partial	Clear
PH Area #1	768	223								991	58	
PH Area #2	1,755	500								2,255	142	
PH Area #3	3,652	1,030		2						4,684	267	
R/W Area #1	116	10	1							127		5
R/W Area #2	143	21	2							166		6
R/W Area #3	157	42	2							201		9
TOTAL	6,591	1,826	5	2						8,424	467	20

Falling & Bucking . . . . .	\$ Included With Yarding
Yard, Load, etc. . . . .	201.24
Transportation . . . . .	32.87
Road Construction . . . . .	50.83
Road Amortization . . . . .	NA
Road Maintenance . . . . .	6.07

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

[illegible]

Ave Log (BF): D-fir	46	All	49	Ave DBH:13.2
Recovery D-fir	95	% All	94	%
Salvage D-fir	0	% All	0	%
Ave Volume per Acre	17			MBF
Ave Yarding Slope	60			%
Ave Yarding Distance	600			Ft.
Ave Age	54			Years
Volume Highlead				%
Volume Skyline	63			%
Vol. Ground Based	37			%
Volume Aerial				%
Road Construction / Improvements (100' Sta)				
Class	SN-14	No. Sta.	142.79(const)	
Class	SN-14	No. Sta.	109.23 (renov)	
Class	SN-14/16	No. Sta.	112.85/43.82(improve)	

Cruised by Scheid, Haubrich, Rainey, Anderson  
 Date 10/08  
 Type of Cruise V. Plot (PH); 3P & 100% (R/W)  
**Volume (MBF-Net Merch)**  
 Green 8,424 MBF Salvage 0  
 D-fir Sawlog 6,591 MBF Peeler 0  
 Export Volume \_\_\_\_\_  
 Purchaser \_\_\_\_\_  
 Address \_\_\_\_\_

Contract No. OR090-TS10-575

District	<b>Eugene</b>
ATSP Tract No.	<b>10-575</b>
ADP No.	
Sale Name	West 18th

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs (/)	Stumpage
Douglas-fir	---	---	301.91	293.64	24.15		-15.88
Western Hemlock	---	---	230.32	293.64	18.43		-81.75
W. redcedar	---	---	530.18	293.64	42.41		194.13
Red alder	---	---	323.43	293.64	25.87		3.92
Wt. Average			286.61				-29.97

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

## APPRAISED PRICE SUMMARY

TEA      RVA      X      Market Value

**(Check one)**

Number Trees		Species	Volume	Appraised Price		Bid Price	
Un-Merch	Merch			\$/M	Value	\$/M	Value
---	38,459	Douglas-fir	6,591	30.00**	\$197,730.00		
---	8,003	W. hemlock	1,826	23.00**	41,998.00		
---	27	W. redcedar	5	194.00	970.00		
---	17	Red alder	2	32.00**	64.00		
---	46,506	<b>TOTALS</b>	8,424		\$240,762.00		

\*\* 10% of Pond Value

LOG GRADES (By Percent)

		LOG GRADES (by Species)			2 Saw	3 Saw	4 Saw
Species	Code #1	#2	#3	#4	#5	#6	
Douglas-fir				32	59	9	
Western hemlock				40	54	6	
Western redcedar						100	
Red alder						100	

Date: July 2009

Date: September 2009

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

**EXPORT DETERMINATION**

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

**INSTRUCTIONS**

Timber sale applicant forwards information to authorized officer.

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

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

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

a. Export (Date) \_\_\_\_\_

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

a. Affiliate \_\_\_\_\_ Export date \_\_\_\_\_

b. Affiliate \_\_\_\_\_ Export date \_\_\_\_\_

c. Affiliate \_\_\_\_\_ Export date \_\_\_\_\_

\* See 43 CFR 5424.0-5

Name of Firm \_\_\_\_\_

Signature of Signing Officer \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**CASH BID BOND**

Sale Number

Bid Date

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

CORPORATION CERTIFICATE

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

(Corporate Seal)

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



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

Bid submitted on *(date)*

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

☐ Signature, if firm is individually owned

Name of firm *(type or print)*

☐ Signatures, if firm is a partnership

Business address, include zip code *(type or print)*

☐ Corporation organized under the state laws of

*(To be completed following oral bidding)*

Signature of Authorized Corporate Signing Officer

I HEREBY confirm the above oral bid  
By *(signature)*

Title

Date

Submit bid, in *duplicate*, to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.

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

Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:

- (1) “Bid for Timber”
- (2) Vegetative Resource Other Than Timber
- (3) Time bids are to be opened
- (4) Legal description

## 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.