

# 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: Deborah Newman, Upper Willamette Resource Area (541) 683-6254

## **PROSPECTUS REQUEST**

Please send the following information for the timber sale to be sold on November 19, 2009.

(Check appropriate boxes)

			EXHIB	PRAISAL	6	
			Road			
				Decom-	Slash	Other
Sale Name	Prospectus	Construction	Maintenance	missioning	Disposal	(indicate)
Calapooya II/Big Fir Spur						

Mail to:

Requested by:

#### EUGENE DISTRICT UPPER WILLAMETTE RESOURCE AREA

# Scale Sale

PARCEL NO. 1 SALE DATE: November 19, 2009

Tract No. E-10-629 Calapooya II/Big Fir Spur Linn County, Oregon: O&C

#### Bid Deposit Required: \$22,000.00

All timber designated for cutting on N1/2, N1/2SW1/4, N1/2SE1/4 Section 34; and W1/2NE1/4, NW1/4, N1/2SW1/4, NW1/4SE1/4, Section 35; T 14 S., R 2 W., Will. Mer.; and NE1/4, N1/2SE1/4, SE1/4SE1/4 Section 35; T. 14S., R 1 E., Will. Mer.

Estimated Volume <u>32' Log (MBF)</u>	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF		Estimated Volume Times Appr. Price
1,891	4.246	Douglas fir	2,364	\$28.00	*	\$66,192.00
272	579	Grand fir	340	\$23.00	*	7,820.00
1,194	2,860	Western hemlock	1,493	\$22.00	*	32,846.00
365	953	Western red cedar	456	\$202.00		92,112.00
255	617	Red alder	319	\$38.00	*	12,122.00
236	599	Bigleaf maple	295	\$29.00	*	8,555.00
4,213	9,854	Totals	5,267			\$219,647.00

\* 10% of Pond Value

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

<u>LOG EXPORT RESTRICTIONS</u>: 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.

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

<u>CRUISE INFORMATION</u>: The Douglas fir in the right-of-way has been cruised using the 3P system to select sample trees. The sample trees have been cruised and some sample trees have been felled, bucked and scaled. Volume from the cruised samples was then expanded to a total sale volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

Volume for all Douglas-fir and Western hemlock in the Partial Harvest area was variable plot cruised. Plot data is then used to calculate V-BAR and basal area per acre using the National Cruise Processing Program. The basal area per acre was determined with a Relaskop using a 20 BAF. This sale contains a total of 76 plots. Seventy-one sample trees were randomly selected on these plots to determine V-BAR. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas-fir (sample) trees: The average tree is 12.0" DBHOB; the average log contains 43 bd. ft.; the total gross volume is approximately 2,721 MBF; and 87% recovery is expected. The final volume and value will be determined by scale. If hardwoods are used to meet coarse woody debris requirements, the total volume may be reduced.

It is estimated that approximately 280 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.

<u>CUTTING AREA</u>: Two areas totaling 425 acres must be partial harvested and approximately 17 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; and
- 4. A road covered by a Right-of-Way and Road Use Agreement No. E-573 between Weyerhaeuser Company and the

United States; and roads covered by a Right-of-Way and Road Use Agreement No. E-337B between Giustina Resources and the United States. In the use of private roads, the Purchaser shall enter into license agreements with Weyerhaeuser Company and Giustina Resources. The license agreements shall be delivered to Weyerhaeuser Company and Giustina Resources for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

<u>ROAD MAINTENANCE</u>: The Purchaser shall pay Weyerhaeuser Company a road use fee estimated at \$2,740.00 for the use of Road No. 15-1E-2.2 under their control. In addition the Purchaser shall pay Weyerhaeuser above normal maintenance and rockwear fees for timber and mineral haul estimated at \$685.09 if the Purchaser maintains the Weyerhaeuser road. If Weyerhaeuser maintains, the Purchaser shall pay rockwear and maintenance fees of \$933.49 to Weyerhaeuser (Weyerhaeuser option at the time of execution of the license agreement).

The Purchaser shall pay Giustina Resources a road use fee estimated at \$5,480.00 for the use of Road Nos. 15-1E-2 Segments A, B, and D and 14-1E-36 Segment A under their control. In addition the Purchaser shall pay Giustina Resources maintenance and rockwear fees for timber and mineral haul estimated at \$8,329.64.

The Purchaser shall pay to BLM maintenance fees estimated at \$11,692.50 for timber and rock haul on BLM-controlled paved roads. The Purchaser shall maintain all BLM-controlled gravel roads and pay BLM a rockwear fee estimated at \$3,848.40 for timber and mineral haul. See Exhibit D map for specification of road maintenance responsibility. Only the map page of Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required Suggested Rock Source: Commercial Spurs 34A, 34F, 34G, 35C Road No: Sweet Home Area Class: SN-14 Length: 45.84 Stations Surfacing: Natural Road No: Spurs 35M, 35N, 35L2, 35P2 Class: SN-16 Length: 34.90 Stations Surfacing: Natural Road No: 14-2-35.1, 14-2-35.4, Spurs 34D, 35L1, 35P1 Class: **SN-16** Length: 66.40 Stations Surfacing: Crushed rock Width: 12' Compacted Depth: 8" Estimated Quantity: 1,923 CY compacted 3" minus (2,558 Truck Yards) 695 CY compacted 1-1/2" minus (924 Truck Yards) 255 CY compacted 1" minus for culvert bedding and surfacing (339 Truck Yards) 115 CY Rip Rap for slope protection around culverts Total estimated excavation: 89 hours of tractor time and 90 hours of excavator time. Estimated 1,000 cubic yards

Total estimated excavation: 89 hours of tractor time and 90 hours of excavator time. Estimated 1,000 cubic yards rippable rock excavation on Spur 35L1.

Culverts: Corrugated Polyethylene Pipe Diameter: Length: 18" 201' Seven cross drains 24" 26' One cross drain Corrugated Metal Pipe 30" 30' One stream culvert Corrugated Metal Pipe Arch 71"x47" 34' One stream culvert

Elevation control required on designed culverts.

Total estimated construction cost: \$184,973.67

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

The Purchaser shall have the option of rocking Spurs 35L2, 35M, 35N, and 35P2 at the Purchaser's expense. Rock placed on these spurs shall not be larger than 3" minus, and must adhere to the specifications in Section 1000 of the Exhibit C.

 ROAD IMPROVEMENT:
 Required
 Suggested Rock Source:
 Commercial

 Road No:
 14-1E-36B, 14-2-16, 14-2-34
 Sweet Home area

 Class:
 SN-16 – 4" compacted depth of 1-1/2" minus crushed rock – length 1.06 miles
 SN-16 – 6" compacted depth of 1-1/2" minus crushed rock – length 0.97 miles

 Surfacing:
 2,450 CY compacted 1-1/2" minus (3,258.50 Truck Yards)
 472 CY compacted 1" minus for culvert bedding and surfacing (627.76 Truck Yards)

 20 CY rip rap for slope protection around culverts
 40 tons of asphalt for surfacing over culverts

 Total length:
 4.3 miles – 7 cross drain installations and 9 stream culvert replacements

Culverts: Corrugated Polyethylene Pipe Diameter: Length: 18" 240' Seven cross drains 24" 116' Three stream culverts Corrugated Metal Pipe 30" 49' One stream culvert 36" 176' Four stream culverts Corrugated Metal Pipe Arch 42" x 29" 30' One stream culvert

Total estimated excavation: 100 hours of excavator time. Total estimated improvement cost: \$168,284.72

All quantities of material in the Prospectus are estimates only.

**Special Requirements in Road Improvement:** Operations are limited to periods of dry weather. Resurfacing over culvert installations is required. Hauling of unsuitable and/or excess material to a waste area. Hauling of suitable material for stream culvert fill. Seeding and mulching areas of soil disturbance including culvert fill areas, soil disposal sites, and cut banks. Rip rap placement at culvert inlets and outlets. Elevation control will be required for installation of designed culverts.

<u>ROAD DECOMMISSIONING</u>: Required Tilling: Spurs 34A, 34F, 34G, 35C, 35P2, 35M, 35N and Spur 35L2. Blocking: 14-2-34 and Spurs34F, 34G, 35C and Spur 35L2. Excavator time: 109 hrs.

Total estimated road decommissioning cost: \$20,009.50

#### Estimated construction, improvement and decommissioning TOTAL \$373,267.89

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

<u>SPECIAL PROVISIONS</u>: The contract will contain special provisions regarding road construction, culvert installation, road maintenance, logging methods, prevention of erosion, falling of trees designated for cutting, logging residue reduction and submission of a written logging plan specifying landing locations, logging methods and logging schedule.

#### OTHER SPECIAL REQUIREMENTS:

- 1. Notification of, and coordination with, Pacific Power and Light shall be required prior to and during road construction of Road No. 14-2-35.1.
- 2. Yew and madrone shall not be cut, except where necessary to accommodate safety and logging systems.
- 3. The Purchaser shall be required to clean logging, road construction, and tilling equipment to remove dirt and plant debris that may contain noxious weed seeds from the under carriage, tracks and tire treads prior to entry to BLM land.
- 4. Corridors shall be placed to avoid cutting large snags, down logs and large reserve (>30"dbh) trees.
- 5. No felling or yarding in or through the Reserve Areas unless otherwise approved by the Authorized Officer.
- 6. No felling or yarding shall be conducted on the Partial Harvest Areas during sap flow from April 1 to June 15 of each year, both days inclusive, unless otherwise approved by the Authorized Officer.
- 7. In Partial Harvest Area Special Yarding and the portion of Partial Harvest Area Groundbased Yarding directly south of 14-2-34, shown on Exhibit A, no harvest activities, including felling, yarding, decking, hauling, road construction or culvert work shall be conducted from November 15 to March 15, both days inclusive. This is an eagle restriction and shall not be waived.
- 8. Upon completion of yarding operations, Purchaser shall cut 198 coarse woody debris trees and create 162 snags in the Coarse Woody Debris and Snag Creation Areas shown on Exhibit A-1.

- 9. The majority of Partial Harvest Area-Special Yarding is a windthrow area. Unpainted down trees shall be removed by a tracked harvester to reduce ground pressure due to a sensitive soil. Twenty eight (28) unpainted windthrown trees shall be retained on site for down log habitat. Retained trees shall be greater than 18" diameter at the large end and greater than 40 feet in length if cut for operational reasons.
- 10. All trees designated for cutting shall be felled, limbed and cut into log lengths not to exceed 40 feet before being yarded unless otherwise approved by the Authorized Officer.
- 11. Excavator piling, covering and burning of slash will be required on all landings and within 25 feet of Road No. 14-1E-36, and Spurs 35L, 35M, 35N and 35P1 within the Partial Harvest Areas in the Big Fir Spur area (T. 14S., R. 1E., Section 35). Hand piling, covering and burning of slash will be required on all landings and within 25 feet of Road Nos. 14-2-16 and 14-2-35 within the Partial Harvest Areas in the Calapooya II area (T.14S., R.2W., Secs. 34 and 35).
- 12. Where feasible, compacted skid trails and natural surface roads will be tilled after operations when soil moisture is appropriate.
- 13. Landings on the paved portion of Road No. 14-2-16 that temporarily block traffic shall have prior approval by the Authorized Officer. Whenever felling and yarding operations present a hazard to traffic on Road No. 14-2-16, the Purchaser shall provide flag persons and/or signs to control traffic as directed by the Authorized Officer.
- 14. Surfacing on the paved portion of Road No. 14-2-16 shall be protected during logging operations as directed by Authorized Officer. Any necessary repairs after logging is completed shall be in accordance with Exhibit D.
- 15. Use of local quarries may require reinitiation of consultation for endangered species depending upon quarry selected by purchaser and season of use.

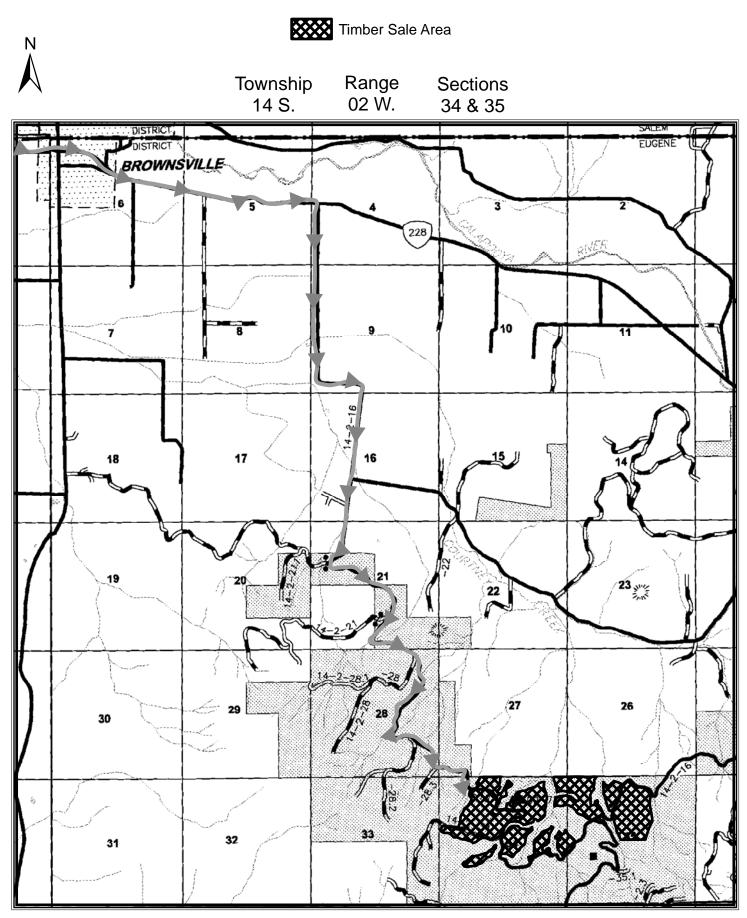
<u>OPTIONAL CONTRIBUTION</u>: The Purchaser will have the option of performing the slash pile burning or contributing \$1,218.12 in lieu thereof. The option must be declared prior to contract execution. Piling landing slash and, piling along roadways and pile covering are not included in the Optional Contribution and will remain the responsibility of the purchaser.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE PARTIAL HARVEST AREA 1: From Brownsville, Oregon, travel 1.6 miles east on Highway 228. Turn south on Courtney Creek Road and travel 2.4 miles until it becomes Timber Road (also called 14-2-16). Follow Timber Road 3.8 miles into the Partial Harvest Area 1 sale area.

<u>NARRATIVE DESCRIPTION OF HOW TO GET TO THE PARTIAL HARVEST AREA 2:</u> From Brownsville, Oregon, travel 10 miles east on Highway 228. At the town of Holley, turn right on Upper Calapooya Drive. Travel 8.6 miles to the end of the pavement, pass through the gate and travel 0.2 miles on gravel. Turn left on gated Road No. 15-1E-2. Travel 2.2 miles and turn left on Road No. 14-1E-36 (mis-signed as 15-1E-36). Follow Road No. 14-1E-36 1.3 miles into the Partial Harvest Area 2 sale area. Obtain a key from BLM office to access the Partial Harvest Area 2 sale area. (*Access to the sale is through a locked gate.*)

TIMBER SALE LOCATION MAP

Calapooya II/Big Fir Spur - Tract No. E-10-629



Page 1 of 2

Page 2 of 2

# TIMBER SALE LOCATION MAP

Calapooya II/Big Fir Spur - Tract No. E-10-629

Timber Sale Area Ν Range 01 E. Section Township 35 14 S. RO 22 CALAPOOYA 30 28 CHIMNE ROCK LOOKOUT EL. 2400 34 4-1E-34.1 15

## Seasonal Restriction Matrix

#### **Seasonal Restrictions:**

Bald Eagle seasonal restriction for harvest actions in Exhibit A Special Yarding and Partial Harvest Area south of Road No. 14-2-34

(November 15 - March 15)

Sap flow seasonal restriction for cutting and yarding (April 1 - June 15)

Soil moisture seasonal restriction for felling with a Cut-to-Length Harvester (October 15 - July 1)

Soil moisture seasonal restriction for Ground Based Yarding (October 15 - July 1)

Soil moisture seasonal restriction for Hauling on Native Surfaced Roads (October 15 - July 1)

Soil moisture seasonal restriction for Stream Culvert Removal and Installation (October 15 - July 1)

Soil moisture seasonal restriction for Road Decommissioning (October 15 - July 1)

Soil moisture seasonal restriction for Road Construction (October 15 - June 1)

#### \* Restricted Dates are Shaded

Activity	J	an	F	eb	Ν	ar	A	pr	Μ	ay	Ju	ine	Ju	ıly	Α	ug	Se	ept	С	)ct	N	٥٧	D	ес
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Harvest Activities in Exhibit A Special Yarding and Partial Harvest Area south of Road No. 14-2-34																								
Sap Flow																								
Felling with Cut-to-Length Harvester																								
Ground Based Yarding																								
Hauling on Native Surfaced Road																								
Stream Culvert Removal & Installation																								
Road Tilling and Decommissioning																								
Road Construction																								

\*Use of local quarries may require reinitation of consultation for endangered species depending upon quarry selected by purchaser and season of use. Additional seasonal restrictions may apply.

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

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

This table is for informational purposes only. Refer to Section 41 Special Provisions of the contract for exact date restrictions and specifications.



EXHIBIT "A" SHEET 1 of 2

SALE NAME: CALAPOOYA II/BIG FIR SPUR TIMBER SALE CONTRACT NO.: OR090-TS10-629 T14S R02W SEC 34 AND 35, WILL. MER., EUGENE DISTRICT

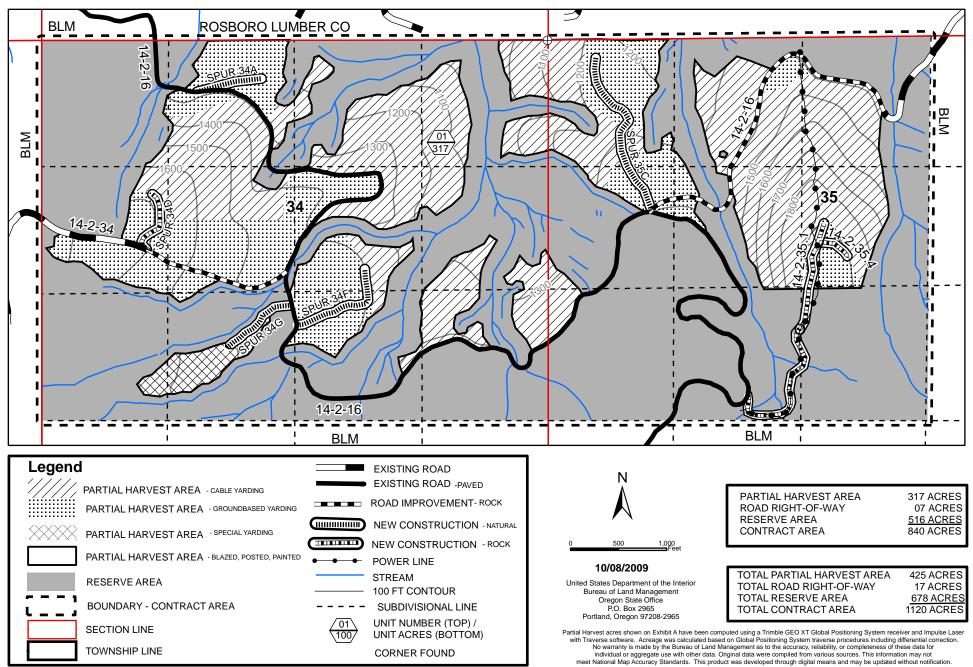
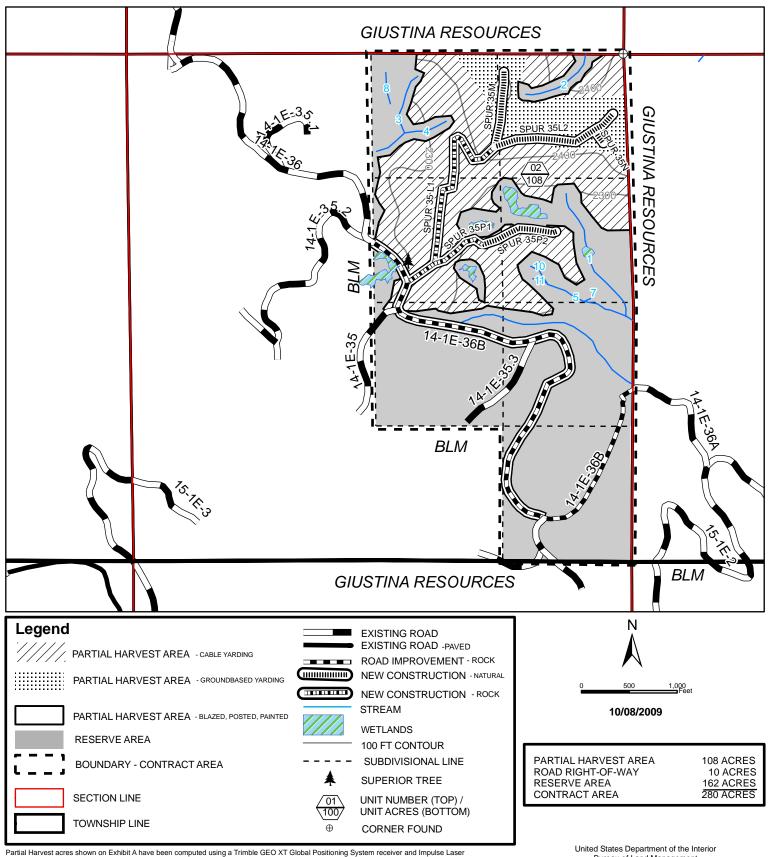




EXHIBIT "A" SHEET 2 of 2

SALE NAME: CALAPOOYA II/BIG FIR SPUR TIMBER SALE CONTRACT NO.: OR090-TS10-629 T14S R01E SEC 35, WILL. MER., EUGENE DISTRICT



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

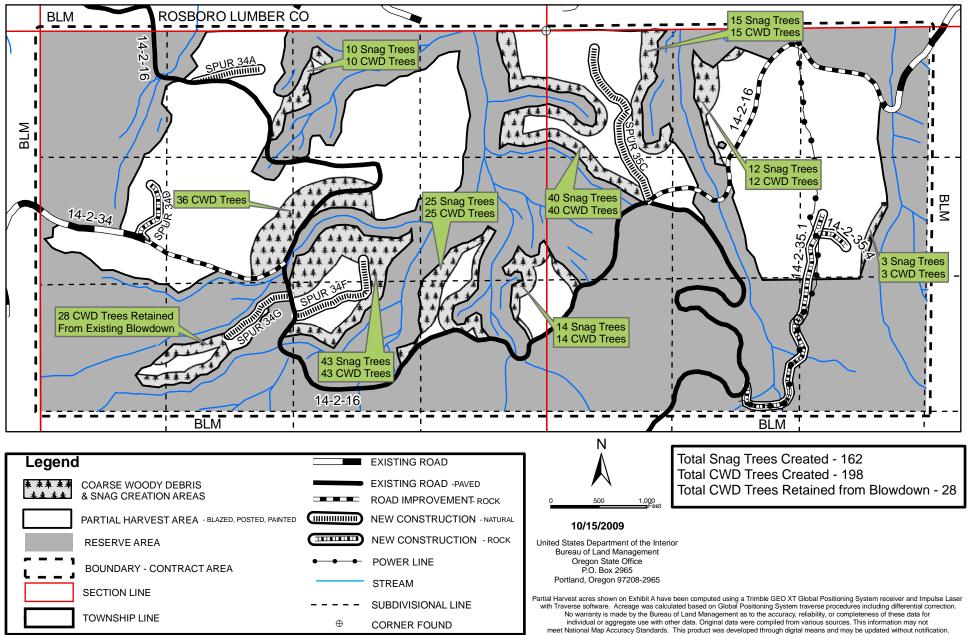
Jnited States Department of the Interio Bureau of Land Management Oregon State Office P.O. Box 2965 Portland, Oregon 97208-2965



EXHIBIT "A-1" SHEET 1 of 1

SALE NAME: CALAPOOYA II/BIG FIR SPUR TIMBER SALE CONTRACT NO.: OR090-TS10-629 T14S R02W SEC 34 AND 35, WILL. MER., EUGENE DISTRICT

## **COARSE WOODY DEBRIS AND SNAG CREATION**



#### 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 Nonsegregated 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 TIMBER SALE SUMMARY

District Eugene Sale Date November 19, 2009 Parcel No. 1

Sale N	lame	Ca	lapooya II/Big Fir	Spur	Planning Ur	nit Upper Willamette	е	
ATSP	Tract No.		E-10-629		Type of Sal	e Advertised		
County	County & State		Linn, Oregon		Time for Cu	36	Mos.	
Master	Master Unit		Upper Willamette		Time for Re	Time for Removal of Personal Property		Mos.
O&C	CBWR	P.D.	Township	Range	Section	Subdivisio	on	
Х			14 S	1 E	35	NE1/4, N1/2SE1/4, SE1/4SE	1/4	
Х			14 S	2 W	34	N1/2, N1/2SW1/4, N1/2SE1/4	Ļ	
Х			14 S	2 W	35	W1/2NE1/4, NW1/4, N1/2SW	1/4, NW1	/4SE1/4

Subdivisions or			Cutt	ting Volum	ies by Sp	ecies by l	MBF	Total Cutting		Cutting Areas Acres	
Cutting Areas	DF	GF	WH	WRC	RA	BLM		Volume	Partial	Clear	
PH 1	1,696		1,070	446	312	288		3,812	317		
R/W 1	37		24	10	7	7		85		7	
PH 2	578	311	365					1,254	108		
R/W 2	53	29	34					116		10	
TOTAL	2,364	340	1,493	456	319	295		5,267	425	17	

COSTS	MBF
Falling & Bucking	Included With Yarding
Yard, Load, etc	217.52
Transportation	39.65
Road Construction	67.07
Road Amortization	2.03
Road Maintenance	8.49

*Specify	Costs
CWD & Snag Creation	\$ 3.30
Slash Disposal	1.04
Landing Protection	0.28
Skid road tilling	 0.64
Road Decommissioning	 3.79

Total Other Allowances	\$	9.05
Total Cost to Utilization Center	\$	343.81
Utilization Center (Peelers)	-	N/A
Miles to Utilization Center	_	N/A
Utilization Center (Sawlogs)	_	Eugene/Springfield
Miles to Utilization Center	_	44
Weighted Miles to Utilization Center	_	44

.55		υ,	201	720		'
	Profit & R	isk Allowa	ance			
Basic Profit & Risk				7	7	%
Additional Risk						
Low	1%					%
Medium	2%			2	2	%
High	3%					%
Total Profit & R	lisk			9	)	%
	Tract	Features				
Ave Log (BF): D-fi	r 43	B All	46	Ave DB	H:12	.8
Recovery D-fir		% All	83	%		
Salvage D-fir	0	% All	0	%		
Ave Volume per A						
Ave Yarding Slope	•	40		%		
Ave Yarding Dista				Ft.		
Ave Age		52		Years		
Volume Highlead				%		
Volume Skyline		66		%		
Vol. Ground Base	d	34		%		
Volume Aerial				%		
Road Construction	n / Improverr	nents (100'	Sta)			
Class		No. Sta.				
Class		No. Sta.				
Class		No. Sta.				
Class		No. Sta.				
		- Cruise				
Cruised by Wilde						
Date 7/22/09	, eterene					
Type of Cruise Va	ariable Plot					
Volume (MBF-Ne						
•	5,267	MBF		Salvage	0	
D-fir Sawlog	2,364	MBF		Peeler		
Export Volume			)			
Purchaser						
Address						
Contract No.		OR090-T	S10-62	9		

#### INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bid, invitation number, or other identification Tract No. E-10-629 Calapooya II/Big Fir Spur

Bid Date November 19, 2009

Bidder or offeror (name)

Address (include zip code)

Specify government-owned property bid on (*item*)

Timber Sale of approximately 5,267 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.

OR-5420-1a (June 1986)

#### UNITED STATES DEPARTMENT OF THE INTERIOR

Eugene

ATSP Tract No. E-10-629

Bureau of Land Management

STUMPAGE COMPUTATION MBF Sale Name Calapooya II/Big Fir Spur

District

ADP No.

Species	Realization Value	Mfg. Costs (-)	Pond Value	Logging Costs (-)	Profit & Risk (-)	Marg. * Logs ( <del>/</del> )	Stumpage
Douglas fir			282.84	343.81	25.46		-86.43
Grand fir			226.96	343.81	20.43		-137.28
Western hemlock			221.64	343.81	19.95		-142.12
Western red cedar			600.00	343.81	54.00		202.19
Red alder			380.00	343.81	34.20		1.99
Bigleaf maple			292.00	343.81	26.28		-78.09
Wt. Average							
*Marginal Log Volu	me	MB	FΧ	\$/M	BF	Marg.	Log Value
Marginal Log Value	\$	=	\$	Mar	rginal Log Value/	MBF	
(D-fir Net Volume)		MBF					

#### APPRAISED PRICE SUMMARY

		TEA	RVA X	Market Value			
(Check one)							
Number Trees				Apprais	ed Price	Bid Price	
Un-Merch	Merch	Species	Volume	\$/M	Value	\$/M	Value
	18,905	Douglas-fir	2,364	*28.00	66,192.00		
	711	Grand fir	340	*23.00	7,820.00		
	8,541	W. hemlock	1,493	*22.00	32,846.00		
	6,597	W. red cedar	456	202.00	92,112.00		
	2,617	Red alder	319	*38.00	12,122.00		
	9,630	Bigleaf maple	295	*29.00	8,555.00		
	47,001	TOTALS	5,267		\$219,647.00		

\*10% of Pond Value

#### LOG GRADES (By Percent)

				2 Saw	3 Saw	4 Saw
Species	Code #1	#2	#3	#4	#5	#6
Douglas fir				35.0	52.0	13.0
Grand fir				62.0	32.0	6.0
Western hemlock				23.0	63.0	14.0
Western red cedar				72.0	13.0	6.0
Red alder				44.0	56.0	
Bigleaf maple				27.0	73.0	

Appraised By:	Wilder, Stevens			
Appraisal Reviewed By:	Debbie Newman			
Final Review By:	Mike Hallinan, Dan Couch			

Date:	July, 2009		
Date:	September, 2009		

Date: September 2, 2009

UNITED S DEPARTMENT OF BUREAU OF LAND <b>EXPORT DETE</b>	THE INTERIOR MANAGEMENT		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 la	ands tributary to the	above pro	cessing facility within the last 12 months?		
a. Export ( <i>Date</i> )		1			
(2) Provide names of affiliated* who have last 12 months and date of last export sal		mber from	a lands tributary to the above processing facility within the		
a. Affiliate			ort date		
b. Affiliate			ort date		
c. Affiliate			Export date		
* See 43 CFR 5424.0-5					
Name of Firm					
Signature of Signing Officer	Title		Date		
			Form 5450-17 (August 1987)		

Form 5450-22 (March 1986) (formerly OR 5440-16)

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

Sale Number OR090-TS10-629 Calapooya II/Big Fir Spur Bid Date

#### CASH BID BOND

November 19, 2009

#### KNOW BY ALL MEN BY THESE PRESENTS, That $\Box$ I $\Box$ We

of					
doing business as an	□ individual	□ partnership	□ corporation	organized and existing under th	ne laws of the State
of		as Principal, is hele	d and firmly boun	d unto the United States of Ameri	ica in the penal sum
of				dollars (\$	),
lawful money of the	United States, fo	r the payment of w	which, well and tr	uly to be made, I bind myself, n	ny heirs, executors,
administrators, succes	sors and assigns,	jointly and several	lly, as a further gu	arantee of which a cash deposit	or assured payment
has been made with th	e Bureau of Land	Management at			in the form of
a		in tl	ne amount of \$		
A				he principal fails to enter into a w	

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 thisday of	,
IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:	IN THE PRESENCE OF TWO WITNESSES:
	(Witness)
By(Name)	(Address)
(Address)	(Witness)
(Name)	(Address)
(Address)	IF CORPORATION, SIGN HERE
(1001005)	
(Name)	
(Address)	
	By
(Name)	(Name)
(Address)	(Title)
	RATION CERTIFICATE Il be executed by the Secretary or Assistant Secretary of the Corporation.
	_, certify that I am the Secretary of Theorem 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, a	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 a fraudulent statements or representations as to any matter within its jurisdiction	and willfully to make to any department or agency of the United States any false, fictitious, or

\* U.S. Government Printing Office: 1986-491-441/47608

Form 5440-9 (December 2004)	UNITED STATES DEPARTMENT OF THE INTERIOR				Parcel No. 1		
BUREAU OF LAND MANAGEMEN					Tract Number E-10-629		
					Sale Name		
			*		Calapooya II/Big	ı Fir Spur	
DEPOSIT A	AND RID H		TIVE RESOUR	CE	Sale Notice (dated)		
			han Timber)		October 21, 200	9	
		Scale Sale	,		BLM District Eugene District		
Sealed Bid for Sealed Bid	Sale		Xwr	itten Bid for Oral Auc	tion Sale 10:00 a.m., Nov 3106 Pierce Pa	vember 19, 2009 arkway, Springfield, OR	
In response to the above date resource on the tract specified		ice, the required depos					
Required bid deposited is \$	22.000.00	and	l is enclosed in th	e form of cash	n 🗌 money orde	r 🗌 bank draft	
	certified c				oved list of the Uni		
□ guaranteed remittance ap			-			,, j	
IT IS AGREED That the				ates as liquidated d	amages if the bid is	accepted and the	
undersigned fails to execut							
days after the contract is re					than the appraised p	rice on a unit basis	
per species will be consider	ed. If the b	oid is rejected the depo	osit will be return	ed.			
NOT	E: Bidder	BID SCHE s should carefully cl	DULE – Scale neck computatio		e Bid Schedule.		
BID SUBMITTED					ORAL BI	D MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	
Douglas fir		2,364	<		x		
Grand fir		340	<		x		
Western hemlock		1,493	<		x	-	
Western red cedar		456	<		x		
Red alder		319	<		x	=	
Bigleaf maple		295	<			=	
			<	-	x	-	
			-		x	-	
			<	=		=	
			<	=	x	=	
	+ +	>	<	=	Х ———	=	

— X — = -

— x —

TOTAL PURCHASE PRICE

\_\_\_\_ X \_\_\_\_ = -

\_\_\_\_ X \_\_\_\_ = \_\_

\_\_\_\_ X \_\_\_\_ =

- = -

X \_\_\_\_\_ = \_\_

X \_\_\_\_\_ = -

X \_\_\_\_\_ = -

X \_\_\_\_\_ = \_\_\_

- = -

x \_\_\_\_\_

If sale contract is executed, undersigned is liable for total actual 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)						
$\Box$ 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)					
	-					
$\Box$ Corporation organized under the state laws of	(To be completed following oral bidding)					
	I HEREBY confirm the above oral bid					
Signature of Authorized Corporate Signing Officer	By (signature)					
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.	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					
Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	<ul><li>(3) Time bids are to be opened</li><li>(4) Legal description</li></ul>					

### 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 Aaugust 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 hight 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 feed 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 mush 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 quail-fied or responsible or unless all bids are rejected. If high bidder is not qualified ot 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 prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.\*

12. PAYMENT OF PURCHASE PRICE – for sales of \$500 or more, Government may allow payment be installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. LIQUIDATED DAMAGES – Within thirty (30) days from the receipt of *Timber/ Vegetative resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. NINETY-DAY SALES – If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no signify-cant 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.

<sup>\*</sup> 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.