



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: Cynthia L. Phillips, Siuslaw Resource Area (541) 683-6776
Terry Ray, Upper Willamette Resource Area (541) 683-6417
Debra Wilson, Eugene District (541) 683-6798

PROSPECTUS REQUEST

Please send the following information for the timber sale(s) to be sold on **May 24, 2012**
(Check appropriate boxes)

Parcel No.	Sale Name	Prospectus	EXHIBITS AND APPRAISALS				
			Road			Slash Disposal	Other (<i>indicate</i>)
			Construction	Maintenance	Decom-missioning		
1	Allison Creek						
2	Solomon Creek						

Mail to:

Requested by: _____



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

April 25, 2012

This advertisement includes:

Parcel No. 1 – Allison Creek
Parcel No. 2 – Solomon Creek

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or her representative, at the **EUGENE DISTRICT OFFICE, 3106 PIERCE PARKWAY, SPRINGFIELD, OREGON**. The timber sale will commence at 10:00 a.m. on Thursday, **May 24, 2012**.

A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. 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), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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 April 25, 2012. 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, not responsible or refuses to respond within 15 days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

INSTALLMENT PAYMENTS may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than 10% of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

LOG EXPORT AND SUBSTITUTION. All timber sales, including timber from Federal rights-of-ways, 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 and 5424, as amended.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Excepting Port-Orford-cedar, 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.

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. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

ENVIRONMENTAL ASSESSMENTS were prepared for these sales, and Findings of No Significant Impact have been documented. These documents are available for inspection as background for these sales 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.

Attachments:

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

EUGENE DISTRICT
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO.: 1
SALE DATE: May 24, 2012

Tract No. E-11-648 Allison Creek
Lane County, Oregon: O&C

Bid Deposit Required: \$37,700.00

All timber designated for cutting on N1/2NE1/4, SE1/4NE1/4, S1/2 Section 21;
N1/2NW1/4, SW1/4NW1/4 Section 29, T. 16 S., R. 2 W.,
W1/2SW1/4, E1/2SE1/4, Section 13, T. 16 S., R. 3W., Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
3,264	6,633	Douglas-fir	3,685	\$ 102.00	\$ 375,870.00
10	23	Western hemlock	12	\$ *34.00	408.00
3,274	6,656	TOTALS	3,697		\$ 376,278.00

*10% of Pond Value

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

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

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: Volume for Douglas-fir in the right-of-ways has been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the National Cruise Processing Program for estimating volume in 16 foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

Volume for Douglas-fir in the Partial Harvest Area was variable plot cruised. The Partial Harvest Areas contain a total of 243 plots and 114 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume expanded to a total Partial Harvest Area volume in 16-foot lengths using the National Cruise Processing Program. A map showing the location of the sample trees is available at the Eugene District Office.

The timber volumes for western hemlock in Partial Harvest Area No. 5 were based on a 100% cruise using the National Cruise Processing Program for estimating board foot volume of trees in 16 foot logs.

With respect to merchantable Douglas fir (sample) trees: The average tree is 13.5" DBHOB; the average log contains 45 bd. ft.; the total gross merchantable volume is approximately 3,810 MBF; and 96% recovery is expected.

CUTTING AREA: Seven areas totaling approximately 240 acres must be partial harvested and approximately 5 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 a Right-of-Way and Road Use Agreement E-573 between Weyerhaeuser Company and the United States. In the use or renovation of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay Weyerhaeuser Company road use fees estimated at \$4,774.00. The Purchaser shall pay a lump sum road maintenance and rockwear fee estimated at \$2,730.73 to Weyerhaeuser Company, or, if Weyerhaeuser elects to have the BLM Purchaser maintain their roads then the Purchaser will maintain the roads and pay Weyerhaeuser a rockwear fee estimated at \$1,071.29. The Purchaser shall pay BLM a road maintenance fee estimated at \$5,284.41 and a rockwear fee estimated at \$2,446.86. See the Exhibit D map for specifications of road maintenance responsibility. Only the map page of the Exhibit D is included in the Prospectus. Refer to the contract file for the full Exhibit D.

ROAD CONSTRUCTION: Required

Native Surface: Spurs 21B, 21B Ext., 21D, 21F, 21Q
 Rock Surface: Road Nos. 16-2-21.2 Ext., 16-2-29.3, Spur 13Q
 Class: SN-14/SN-16

Length: 51.46 Stations (Rock Surface), 58.81 Stations (Native Surface)

Surfacing: 1-1/2" minus, 3" minus, Pitrun, Riprap Class 3

Width: 12'

Compacted Depth: 2"-12"

Estimated Quantities: 1-1/2" minus: 712 CY (truck measure)

3" minus: 2,188 CY (truck measure)

Pitrun: 53 CY (truck measure)

Riprap: Class 3: 20 CY (truck measure)

Total estimated construction cost: \$94,931.52

Special Requirements in Road Construction: Operations limited to periods of dry weather. Culvert removal and installation on streams shall be done between June 1 and October 31, both days inclusive. Spurs 21B Ext., 21F, and 21Q are Purchaser-located and shall be approved in writing prior to construction.

Required Rock Source:

BLM – McGowan Quarry

Culverts:		
Diameter:	Length:	Number:
18" CPP	166'	5
30" CMP	44'	1
42" CMP	40'	1
24" Flume	50'	2

ROAD RENOVATION: Required

Rock Surface: Road Nos. 16-2-21, 16-2-21.2, 16-3-13, 16-3-13.1, 16-3-13.2

Paved Surface: Road Nos. 16-2-27, 16-2-29

Class: SN-14 and SN-16

Length: 226.14 Stations (Rock Surface), 361.15 Stations (Paved Surface)

Surfacing: 1-1/2" minus, 3" minus, Asphalt

Width: 12'-16'

Compacted Depth: 2"-6"

Estimated Quantities: 1-1/2" minus: 2,073 CY (truck measure)

Asphalt: 35 Tons

Total estimated renovation cost: \$86,838.27

Special Requirements in Road Renovation: Operations limited to periods of dry weather. Culvert removal and installation on streams shall be done between June 1 and October 31, both days inclusive. Resurfacing of asphalt is required over all culvert installations on paved roads (Road Nos. 16-2-27, 16-2-29, 16-3-13.1)

Required Rock Source:

BLM – McGowan Quarry

Culverts:		
Diameter:	Length:	Number:
18" CPP	152'	4
24" CPP	68'	2
24" CMP	36'	1
30" CMP	114'	3
36" CMP	104'	2

ROAD IMPROVEMENT: Required

Rock Surface: Road Nos. 16-2-18

Class: SN-14

Length: 11.09 (Rock Surface)

Surfacing: 3" Minus

Width: 12'

Compacted Depth: 6"

Estimated Quantities: 3" minus: 363 CY (truck measure)

Total estimated improvement cost: \$9,340.92

Special Requirements in Road Improvement: Operations limited to periods of dry weather. Culvert removal and installation on streams shall be done between June 1 and October 31, both days inclusive.

Required Rock Source:

BLM – McGowan Quarry

ROAD DECOMMISSIONING: Required

Decompact: 58.7 stations; Spurs: 21B, 21B Ext., 21D, 21F, and 21Q

Earthen Barricades: 3

Remove Temp. Culvert: Spur 21B

Estimated Cost of Decommissioning: \$3,381.29

Total estimated cost of construction, renovation, improvement and decommissioning: \$194,492.00

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, renovations, improvements, maintenance, decommissioning, optional surfacing, Purchaser-located roads, logging methods, prevention of erosion, logging residue reduction, submission of a written logging plan specifying landing locations, logging methods, and logging schedule.

It is estimated that 370 MBF additional timber, such as corridor, guyline trees, or trees located in the built and optionally located roads, 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 revised Special Provision, Sec. 41(e)(2)(cc), has been added to the contract which enables the Contracting Officer to allow the Purchaser to remove material from the Contract Area instead of disposing of slash by piling, covering and burning.

OTHER SPECIAL REQUIREMENTS:

1. **Construction of Road No. 16-2-29.3 shall not begin until a retaining wall has been constructed under a separate contract. The Purchaser shall not commence work on Road No. 16-2-29.3 until receipt of written notice to do so from the Authorized Officer. Construction of the retaining wall at 0+00 of Road No. 16-2-29.3 is expected to be completed in the summer of 2012. This may delay harvest and road building operations in Partial Harvest Area No. 5.**
2. Purchaser shall be required to clean logging, road construction and decompacting equipment to remove dirt and plant debris that may contain noxious weed seeds from the under carriage, tracks and tire treads prior to entry on BLM lands.
3. In the use of the BPA Transmission Line Right-of-Way, the Purchaser shall comply with the following conditions.
 - a. Prior to the start of all cutting and yarding operations the Purchaser shall meet with the BPA representative and the Authorized Officer.
 - b. No log decking, storage of logs or storage and transportation of flammable materials, or fueling of vehicles within the right-of-way.
 - c. No loading of logging trucks shall be allowed within the right-of-way. Logging trucks shall not be loaded to a height greater than 14 feet above the road bed when traveling under the powerlines.
4. Purchaser has the option to rock Spur 21D at Purchasers expense.
5. Two Special Yarding Areas in Partial Harvest Area No. 4 are designated for the purpose of oak restoration and enhancement. One skid trail is permitted through the northern Special Yarding Area in a location that will not require the cutting and/or removal of oak trees. In the southern Special Yarding Area no skid trails are permitted.
6. Corridors may need to be adjusted to avoid cutting large trees 28 inches or greater DBH.
7. Hauling operations on natural surface roads shall be restricted to dry periods (typically July 1 to September 30).
8. 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.
9. The Purchaser shall provide a map of requested skyline and skid road locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer.
10. Skyline corridors shall be a minimum of 150 feet apart, with parallel settings on roads if topography allows unless otherwise approved by the Authorized Officer.
11. Piling, covering and burning of slash is required on all landings and within 25 feet of Road No. 16-2-21 within the Partial Harvest Areas.
12. The Exhibit F contains explicit instruction on requirements for equipment and personnel involved in pile burning.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing slash pile burning or contributing \$1,027.59 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

If Purchaser elects to remove material instead of performing burning, and any pile burning is needed, there will be no refund of the optional contribution.

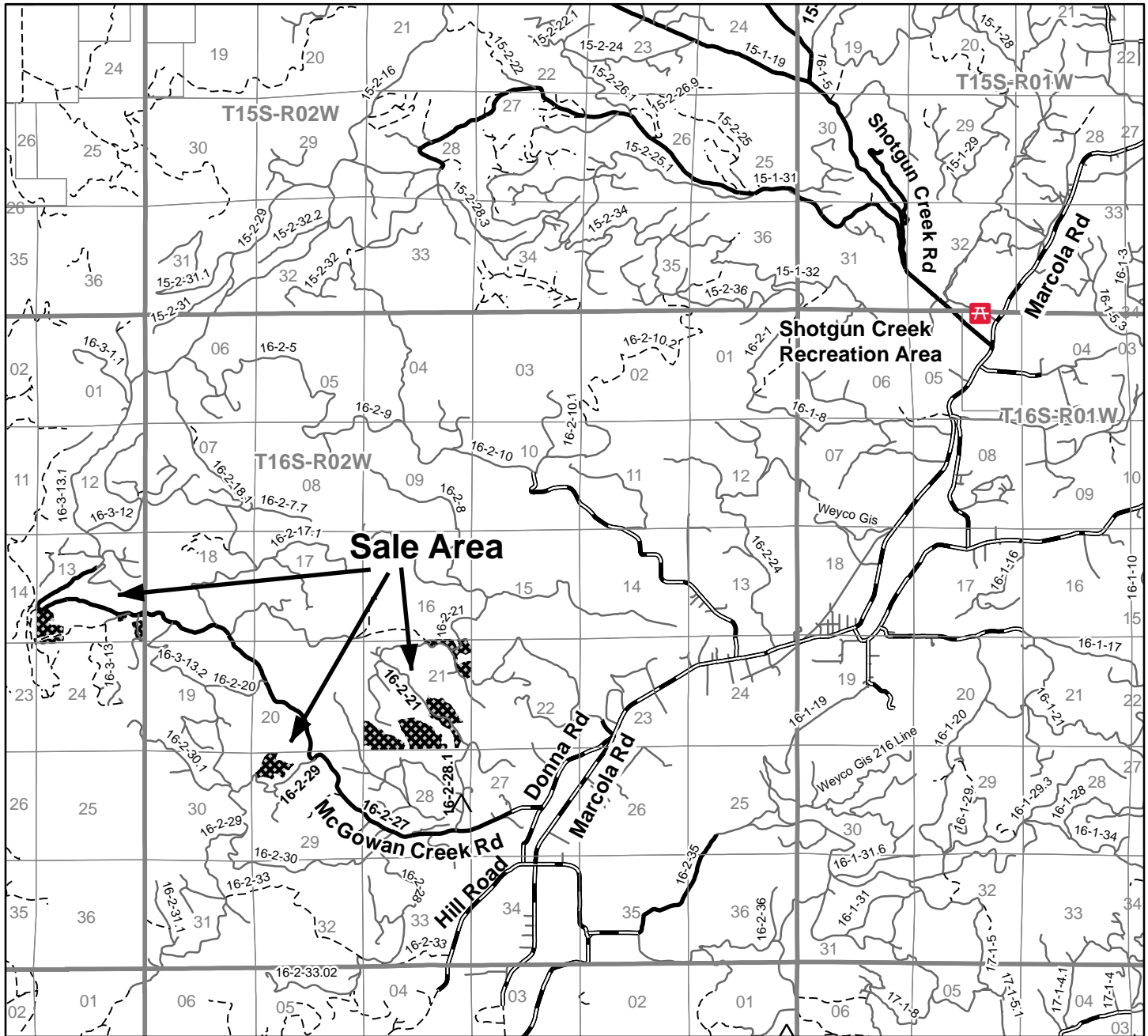
NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: A portion of the sale is accessed through a locked gate over a private road. Prospective bidders may obtain a key from the Eugene District Office and proceed to the sale area. Any other persons interested in visiting the timber sale should first contact Brian Bickford at 541-683-6164.

From Springfield, proceed northeast on Marcola Road for approximately 7 miles to the junction of Hill Road. Proceed west on Hill Road for approximately 0.1 miles, then north onto Donna Road for 0.6 miles. Turn west onto McGowan Creek Road (Road No. 16-2-27). For Partial Harvest Areas 1 through 4, proceed on McGowan Creek Road for approximately 0.65 miles to the junction of Road No. 16-2-28.1. Proceed north through the gate on Road No. 16-2-28.1 for approximately 0.9 miles to the junction of Road No. 16-2-21. Proceed northwest on Road No. 16-2-21 and follow the signs to the sale area. For Partial Harvest Area 5, proceed northwest approximately 2.37 miles on McGowan Creek Road from the junction of McGowan Creek Road and Donna Road. Proceed southwest on Armitage Road (Road No. 16-2-29) for approximately 0.75 miles, and follow the signs to the sale area. For Partial Harvest Area 7, continue northwest on McGowan Road from the Armitage Road junction for approximately 2.5 miles and follow the signs to the sale area.

TIMBER SALE LOCATION MAP

SALE NAME: ALLISON CREEK

T. 16 S., R. 2 W., SEC. 21 and SEC. 29, T. 16 S., R. 3 W., SEC. 13, WILL. MER., EUGENE DISTRICT



Sale Area
 Road - Paved
 Road - Natural or Unknown Surface
 Gate
 County Road
 Road - Rocked

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0 0.5 1 1.5 Miles

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

Seasonal Restriction Matrix

Restricted Times are Shaded and X'd

	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Road Construction and Renovation																								
Soil moisture seasonal restriction																								
<ul style="list-style-type: none"> October 1 – June 30, may vary due to weather conditions; soil moisture still overrides weather conditions. 																								
Yarding (Sap flow)																								
<u>Partial Harvest Area</u>																								
<ul style="list-style-type: none"> April 1 – June 15, both days inclusive Sap flow restrictions may be conditionally waived at the discretion of BLM 																								
Ground based yarding and decompacting																								
<u>Partial Harvest Area</u>																								
<ul style="list-style-type: none"> October 1 – June 30, may vary due to weather conditions; soil moisture still overrides weather conditions. 																								
Hauling on native-surfaced roads																								
Soil moisture seasonal restriction																								
<ul style="list-style-type: none"> Typically October 1 – May 31; 																								
Stream Culvert Installation and Removal																								
<ul style="list-style-type: none"> November 1 through May 31 																								

NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1000 – 2500 feet.

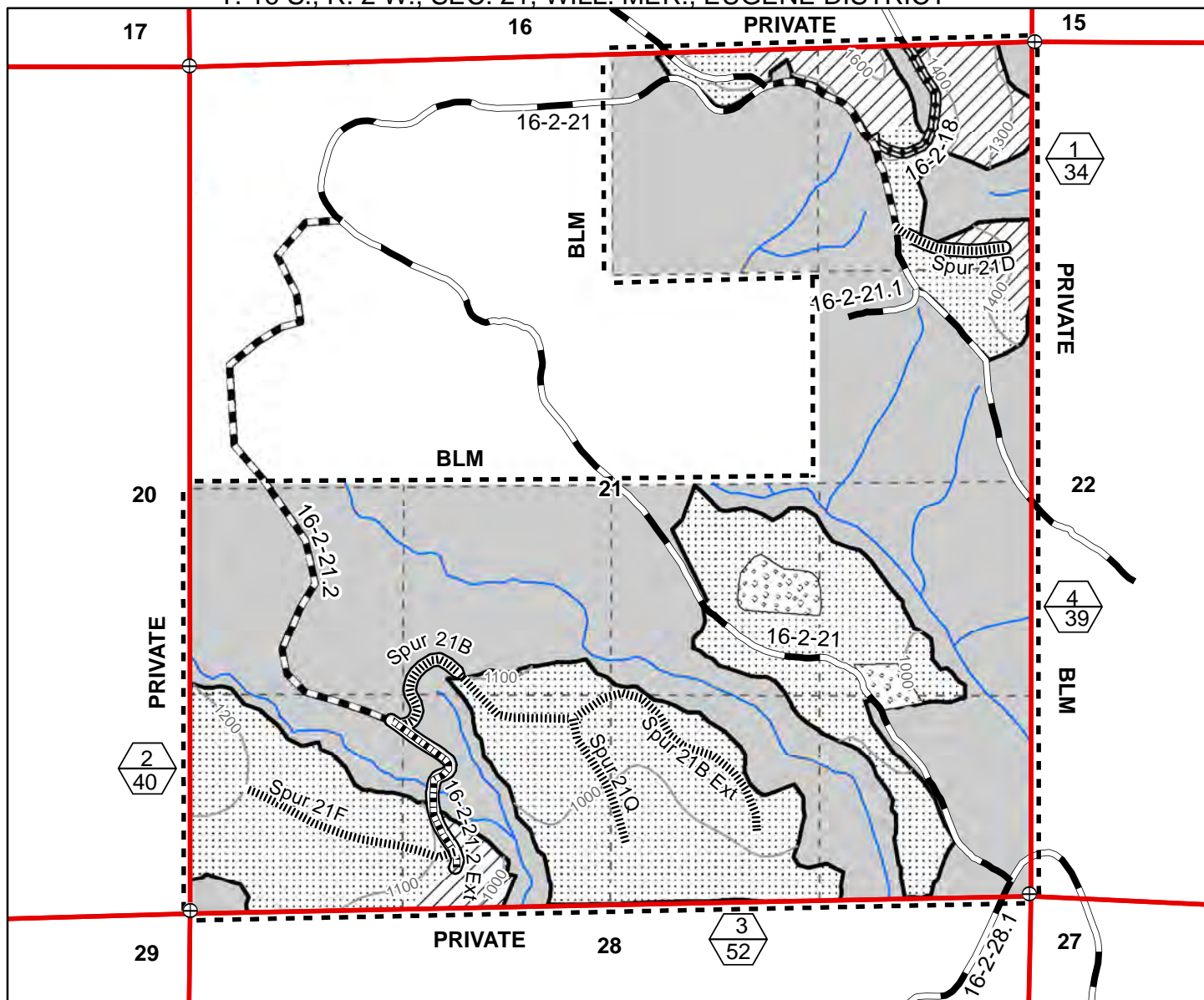
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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**


















EXHIBIT "A"

Sheet 1 of 3

SALE NAME: ALLISON CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-648

T. 16 S., R. 2 W., SEC. 21, WILL. MER., EUGENE DISTRICT



- | | | | |
|--|--|---|---|
|  | Partial Harvest Area - Cable |  | New Construction - Native Surface |
|  | Partial Harvest Area - Groundbased |  | New Construction - Rock |
|  | Special Yarding Area |  | Renovations |
|  | Contract Area |  | Road Improvement |
|  | Reserve Area |  | Right-of-Way (Clear Cut) |
|  | Section Line |  | Stream |
|  | Partial Harvest Area - Blazed, Posted, Painted |  | Subdivisional Line |
|  | Existing Road |  | Corner Found |
| | |  | Unit Number (Top)/
Unit Acres (Bottom) |



0 500 1,000 1,500 Feet

4/17/2012

TOTAL FOR SECTION 21	
PARTIAL HARVEST AREA	165
RIGHT-OF-WAY (CLEAR CUT)	3
RESERVE AREA	<u>273</u>
CONTRACT AREA	440 ACRES

GRAND TOTAL FOR SECTIONS 13, 21, 29	
TOTAL PARTIAL HARVEST AREA	240
TOTAL RIGHT-OF-WAY (CLEAR CUT)	5
TOTAL RESERVE AREA	475
TOTAL CONTRACT AREA	<u>720 ACRES</u>

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.

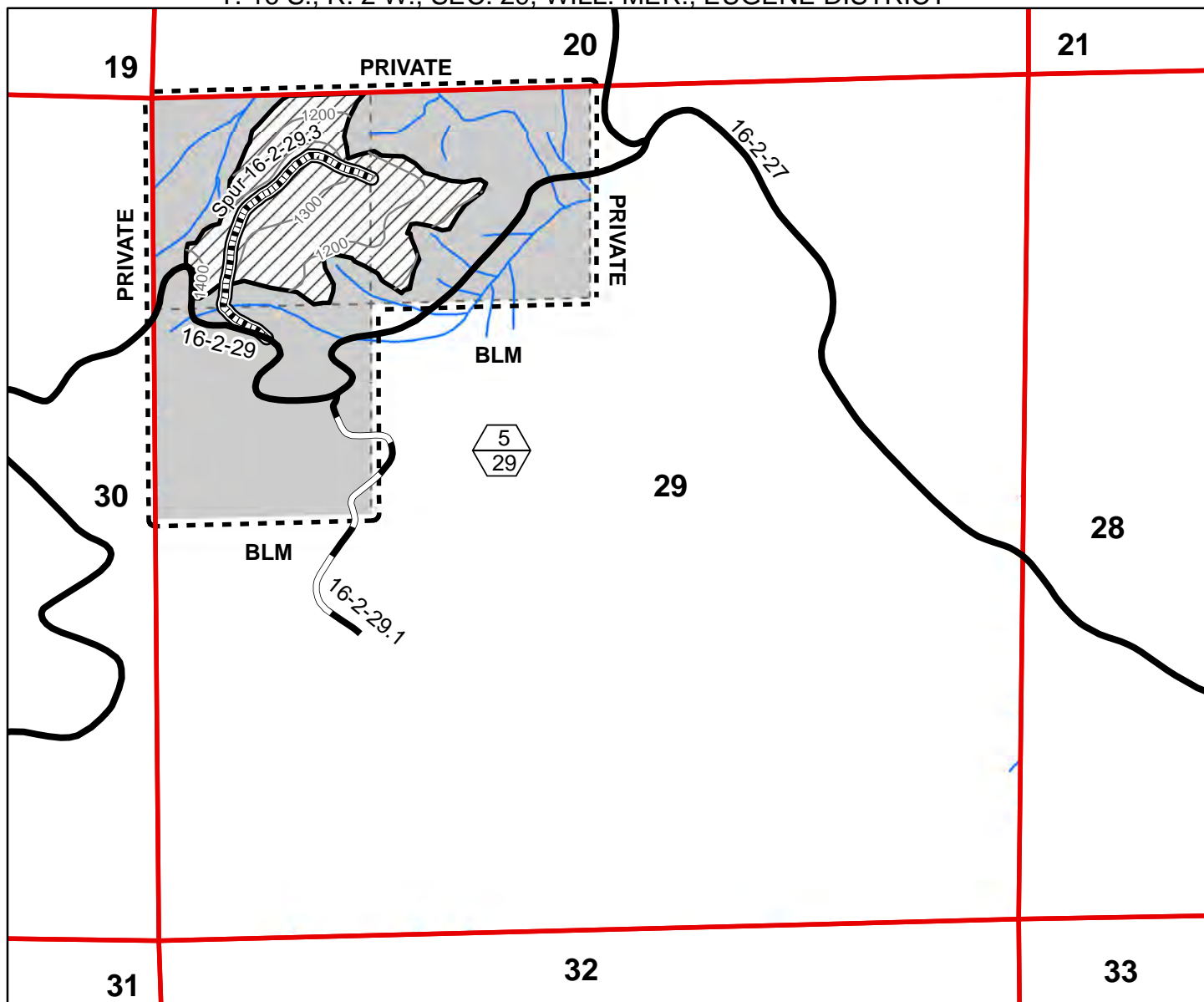
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Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, Oregon 97208-2965















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

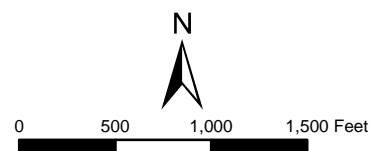
EXHIBIT "A"

Sheet 2 of 3

SALE NAME: ALLISON CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-648
T. 16 S., R. 2 W., SEC. 29, WILL. MER., EUGENE DISTRICT



- | | | | |
|--|---|---|---|
|  | Partial Harvest Area - Cable |  | Right-of-Way (Clear Cut) |
|  | Partial Harvest Area - Groundbased |  | Stream |
|  | Contract Area |  | Subdivisional Line |
|  | Reserve Area |  | Corner Found |
|  | SectionLine |  | Unit Number (Top)/
Unit Acres (Bottom) |
|  | Partial Harvest Area -
Blazed, Posted, Painted | | |
|  | Existing Road | | |
|  | Existing Road - Paved | | |
|  | New Construction - Rock | | |



4/17/2012

TOTAL FOR SECTION 29	
PARTIAL HARVEST AREA	29
RIGHT-OF-WAY (CLEAR CUT)	1
RESERVE AREA	89
CONTRACT AREA	<u>120 ACRES</u>

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

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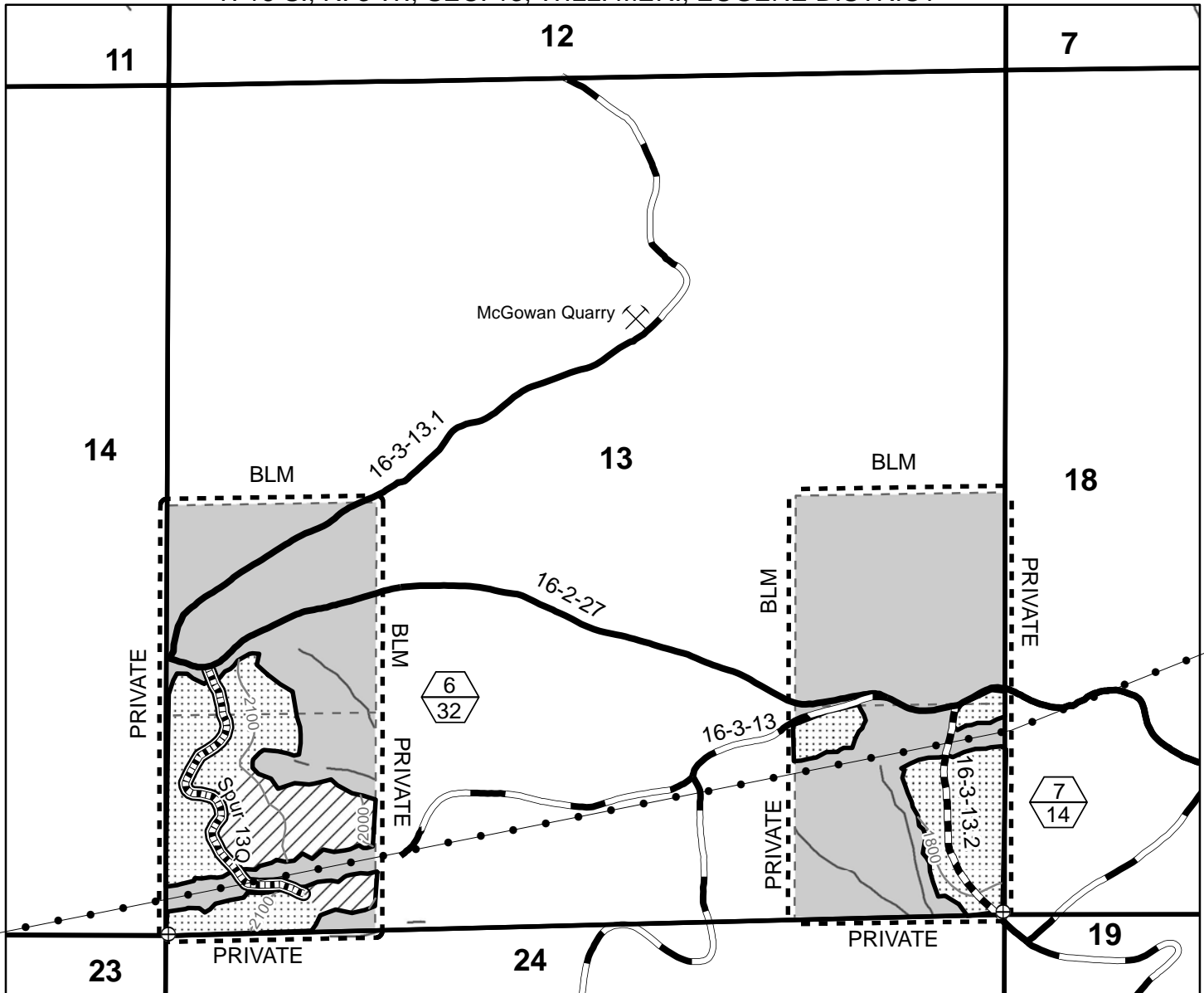


UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

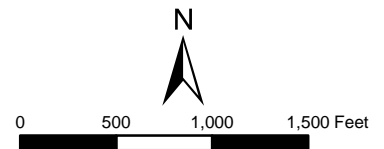
EXHIBIT "A"

Sheet 3 of 3

SALE NAME: ALLISON CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-648
T. 16 S., R. 3 W., SEC. 13, WILL. MER., EUGENE DISTRICT



- Partial Harvest Area - Cable
- Partial Harvest Area - Groundbased
- Contract Area
- Reserve Area
- Section Line
- Partial Harvest Area - Blazed, Posted, Painted
- BPA Transmission Line Right-of-Way
- New Construction - Rock
- Existing Road
- Existing Road - Paved
- Road Renovation
- Right-of-Way (Clear Cut)
- Stream
- Subdivisional Line
- Corner Found
- Unit Number (Top)/ Unit Acres (Bottom)



03/26/12

TOTAL FOR SECTION 13	
PARTIAL HARVEST AREA	46
RIGHT-OF-WAY (CLEAR CUT)	1
RESERVE AREA	113
CONTRACT AREA	160 ACRES

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

EUGENE DISTRICT
UPPER WILLAMETTE RESOURCE AREA

PARCEL NO.: 2
SALE DATE: May 24, 2012

Tract No. E-11-651 Solomon Creek
Lane County, Oregon: O&C

Bid Deposit Required: \$28,100.00

All timber designated for cutting on E1/2NE1/4, NE1/4SE1/4, S1/2SE1/4, Section 33, T. 16 S., R. 1 W.; Lots 8-13, SW1/4NE1/4, Section 7, T. 17 S., R. 1 W., Will. Mer.

Estimated Volume 32' Log (MBF)	Estimated Volume (CCF)	Species	Estimated Volume 16' Log (MBF)	Appraised Price Per MBF	Estimated Volume Times Approx. Price
1,632	3,331	Douglas-fir	1,779	\$ 155.00	\$ 275,745.00
49	107	Western hemlock	57	\$ 82.00	4,674.00
1,681	3,438	TOTALS	1,836		\$ 280,419.00

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

LOG EXPORT RESTRICTIONS: All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

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: Volume for Douglas-fir in the right-of-ways has been cruised using the 3P system to select sample trees. The sample trees have been cruised and the volume computed using the **National Cruise Processing Program** for estimating volume in 16 foot lengths and the volume expanded to a total right-of-way volume. A map showing the location and description of these sample trees is available at the Eugene District Office.

The timber volumes for western hemlock in all 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.

Volume for the Partial Harvest Areas was variable plot cruised. The Partial Harvest Areas contain a total of 224 plots and 155 randomly selected sample trees. The tree count was determined with a Relaskop using a 20 BAF. Sample trees were randomly selected and volume expanded to a total Partial Harvest Area volume in 16-foot lengths using the **National Cruise Processing Program**. A map showing the location of the sample trees is available at the Eugene District Office.

With respect to merchantable Douglas fir (sample) trees: The average tree is 12.2" DBHOB; the average log contains 35 bd. ft.; the total gross merchantable volume is approximately 1,836 MBF; and 97% recovery is expected.

CUTTING AREA: Three areas totaling approximately 145 acres must be partial harvested and approximately 3 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 a Right-of-Way and Road Use Agreement E-662 between Weyerhaeuser Company and the United States. In the renovation and use of private roads, the Purchaser shall enter into a license agreement with Weyerhaeuser Company. The license agreement shall be delivered to Weyerhaeuser Company for execution at least 15 days prior to any use of company roads. See the Prospectus for full terms and conditions of use.

ROAD MAINTENANCE: The Purchaser shall pay Weyerhaeuser Company road use fees of \$4,998.00. In addition, the Purchaser shall either maintain Weyerhaeuser roads and pay to Weyerhaeuser rockwear fees for timber haul estimated at \$958.71 or Weyerhaeuser will maintain their roads and the Purchaser shall pay road maintenance and rockwear fees to Weyerhaeuser estimated at \$2,443.77 for timber haul. The Purchaser shall pay Giustina Land and Timber \$3,255.33 in road maintenance and rockwear fees. The Purchaser shall pay BLM a road maintenance fee of \$1,246.40 and shall maintain all BLM-controlled aggregate surfaced roads and pay the BLM a rockwear fee estimated at \$3,502.30. 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, Springfield Vicinity

Spurs: 7A and 33A

Class: SN-14

Length: 31 Stations

Surfacing: Natural

Culverts:		
Diameter:	Length:	Number:
18"	40'	1
24"	30'	1
24"	40'	1

Total estimated construction cost: \$12,815.34, including \$3,533.32 for culvert installation.

Special Requirements in Road Construction: Operations limited to periods of dry weather. The Purchaser shall have the option to rock Spurs 7A and 33A for wet weather haul. Any costs for rocking and installation of additional cross drains will be at the Purchaser's Expense. Culvert work on live streams shall occur between June 1 and October 31, both days inclusive.

ROAD RENOVATION: Required

Suggested Rock Source: Commercial, Springfield Vicinity

Road Nos.: 16-1-31.1, 16-1-34.2, 17-1-4.3, 17-1-7, 17-1-7.1, and 17-1-8

Class: SN-16

Length: 6.1 Miles

Surfacing: 3" minus (spot rock, Rd. No. 17-1-7)

Width: 12'

Culverts:		
Diameter:	Length:	Number:
18"	64'	2
24"	202'	6
30"	76'	2
36"	128'	3
42"	40'	1

Estimated Quantities: 3" minus (spot rock) = 50 cy truck measure

1-1/2" minus = 10 cy truck measure

3/4" minus bedding and backfill for culverts = 487 cy truck measure

Rip Rap for slope protection at culverts = 65 cy truck measure

Total estimated renovation cost: \$51,549.82 including \$1,920.59 for surfacing, and \$39,840.61 for culvert installation.

Special Requirements in Road Renovation: Operations limited to periods of dry weather. Culvert work on live streams shall occur between June 1 and October 31, both days inclusive.

ROAD DECOMMISSIONING: Required

Decompact: Spurs 7A and 33A (31 Stations)

Install Barriers: Spurs 7A and 33A (2 Barriers)

Remove Temporary Cross Drains and Culverts: Spur 7A

Estimated road decommissioning cost: \$3,110.24

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

In addition to the quantities shown above, 100 cubic yards (truck measure) of surface maintenance rock is required.

Total estimated cost of construction, renovation, and road decommissioning: \$67,475.40DURATION OF CONTRACT: Duration of the contract will be 36 months for cutting and removal of timber.

SPECIAL PROVISIONS: The contract will contain special provisions regarding road construction, road renovation, road maintenance, gate closures, logging methods, prevention of erosion, logging residue reduction, and submission of a written logging plan specifying landing locations, logging methods, and logging schedule.

Under Sec. 25 of the timber sale contract, groundbased logging will be prohibited during periods of excessive soil moisture. This will normally limit groundbased logging to July, August and September.

It is estimated that approximately 38 MBF of additional timber, such as corridor and guyline trees, may be removed under the contract, but it is not included in the advertised sale volume, nor is it included in the timber sale appraisal.

A revised Special Provision has been added to the contract which enables the Contracting Officer to allow the Purchaser to remove material from the Contract Area instead of disposing of slash by piling, covering and burning.

OTHER SPECIAL REQUIREMENTS:

1. Purchaser shall be required to clean logging, road construction, road renovation, road maintenance and road decommissioning equipment to remove dirt and plant debris that may contain noxious weed seeds from the under carriage, tracks and tire treads prior to entry on BLM lands.
2. The haul of timber, minerals, and equipment is not allowed on Road No. 17-1-8 south of the junction of Road No. 17-1-7.
3. Purchaser shall coordinate hauling and gate closure requirements with adjacent landowners for use of easements.
4. Dust abatement (watering) is required near residences on Road No. 17-1-3 and for the entire length of Road No. 17-1-4.1.
5. Additional road reinforcement (spot rock) that may be required for wet weather haul will be at the Purchaser's Expense.
6. No felling, yarding or loading is permitted in or through the Reserve Area.
7. The Purchaser shall create snag and coarse woody debris from approximately 210 orange painted reserve trees upon completion of yarding.
8. Corridors may need to be adjusted to avoid cutting large trees 28 inches or greater DBH.
9. In the Riparian Reserve Areas all conifers greater than 20 inches DBH shall be left on site.
10. All trees designated for cutting shall be felled, limbed and cut into log lengths not to exceed 40 feet before being yarded.
11. 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.
12. Yarding in the Partial Harvest Area-Cable, shall be done with a skyline system capable of lateral yarding 75 feet each side of the skyline corridor.
13. The Purchaser shall provide a map of requested skyline and skid road locations a minimum of seven (7) working days in advance of cutting to obtain approval of the locations from the Authorized Officer.
14. Skyline corridors shall be a minimum of 150 feet apart, with parallel settings on roads if topography allows unless otherwise approved by the Authorized Officer.
15. Machine and/or hand piling, covering, and burning of slash is required on all landings and within 25 feet of Road Nos. 17-1-7 and 17-1-7.1 within the Partial Harvest Areas.

OPTIONAL CONTRIBUTION: The Purchaser will have the option of performing pile burning or contributing \$374.93 in lieu thereof. The option must be declared prior to contract execution. Piling and covering are not included in the Optional Contribution and will remain the responsibility of the Purchaser.

If the Purchaser has made a contribution and later elects to remove all of the slash required to be piled, covered, and burned, the contribution will be refunded.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA: Access to the sale is through several locked gates on roads which include segments of private ownership. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale should first contact Brian Bickford at 541-683-6164.

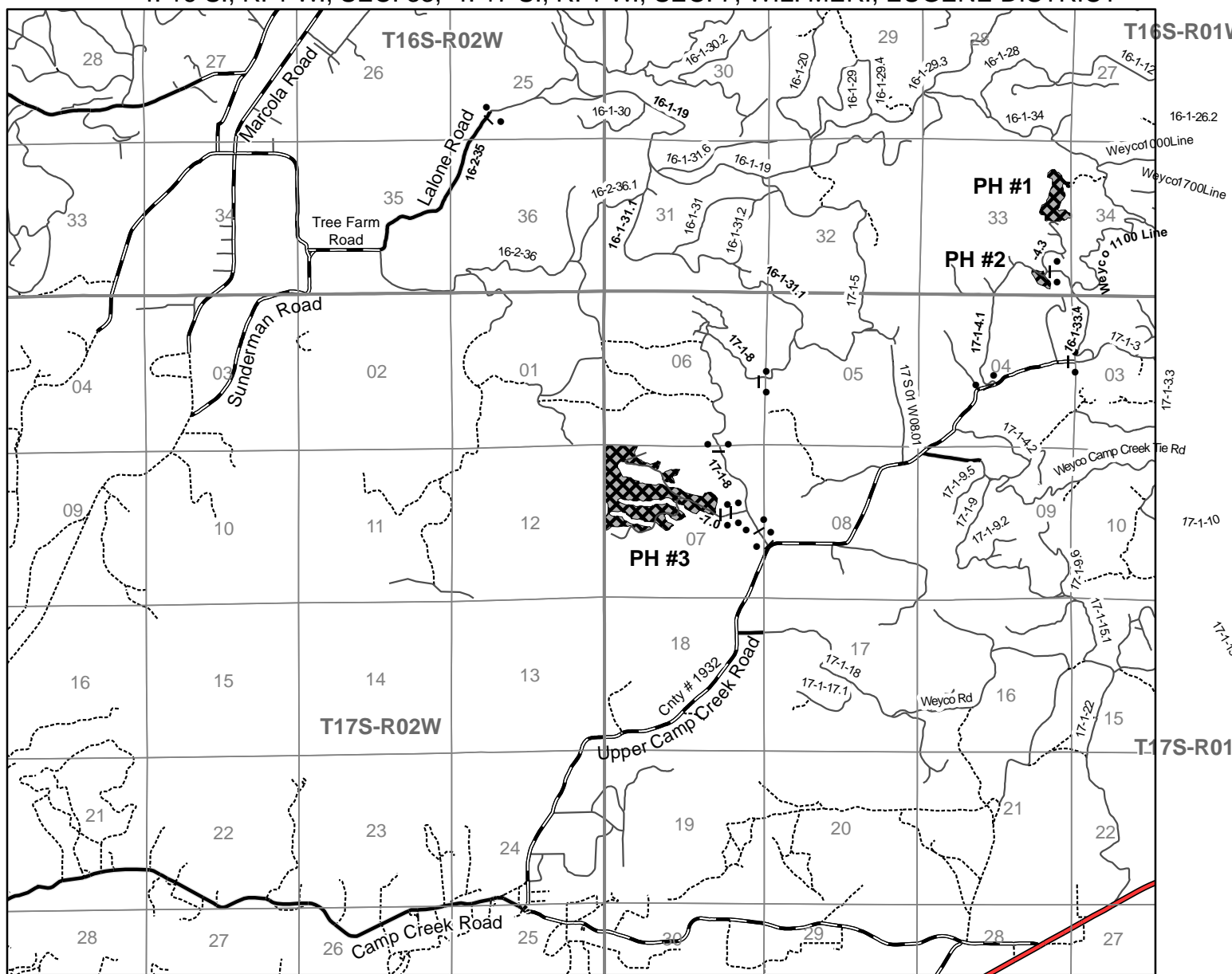
For Partial Harvest Areas Nos. 1 & 2, from Eugene proceed east on OR-126, take the 42nd Street exit towards Marcola. Travel north on 42nd Street, then east on Marcola Road for approximately 1 mile to the junction with Camp Creek Road (County Road No. 1930). Proceed east approximately 5 miles to Upper Camp Creek Road. (County Road No. 1932) and turn north. Proceed approximately 4.5 miles, go through gate and turn left onto BLM Road No. 16-1-33.4 and follow signs to sale area.

For Partial Harvest Area No. 3, from Eugene proceed east on OR-126, take the 42nd Street exit towards Marcola. Travel north on 42nd Street, then east on Marcola Road. Proceed approximately 4.5 miles and turn east onto Sunderman Road. Continue approximately 2 miles and head slightly east onto Tree Farm Road. After 0.5 miles, turn north onto Lalone Road (Road No. 16-2-35). Continue 1.2 miles on Lalone Road (Road No. 16-2-35) through the gate. **Between the 15 MPH speed signs on Road No. 16-2-35 Segment A1 the maximum allowed speed is 15 MPH. Watch for children and people on horses along this road.** Proceed approximately 0.8 miles to the junction of Road Nos. 16-2-35 and 16-1-19, then follow signs to the sale area.

TIMBER SALE LOCATION MAP

SALE NAME: SOLOMON CREEK

T. 16 S., R. 1 W., SEC. 33, T. 17 S., R. 1 W., SEC. 7, WIL. MER., EUGENE DISTRICT



Sale Area

 Highway

— Paved Road

----- Road Surface - Natural or Not Known

 County Road

Rocked Road

Gate

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA:

Access to the sale is through several locked gates on roads which include segments of private ownership. Prospective bidders may obtain a key from the Eugene District Office. Any other persons interested in visiting the timber sale should first contact Brian Bickford at 541-683-6164. For Partial Harvest Areas Nos. 1 & 2, from Eugene proceed east on OR-126, take the 42nd Street exit towards Marcola. Travel north on 42nd Street, then east on Marcola Road for approximately 1 mile to the junction with Camp Creek Road (County Road No. 1930). Proceed east approximately 5 miles to Upper Camp Creek Road. (County Road No. 1932) and turn north. Proceed approximately 4.5 miles, go through gate and turn left onto BLM Road No. 16-1-33.4 and follow signs to sale area.

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A horizontal scale bar with a black background and white markings. The markings are labeled '0', '0.5', '1', and '1.5' in white text. To the right of the bar, the word 'Miles' is written in black text.

4/19/2012

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Portland, Oregon 97208-2965

Seasonal Restriction Matrix

Restricted Times are Shaded and X'd

	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Road Construction and Renovation																								
Soil moisture seasonal restrictions																								
<ul style="list-style-type: none"> October 1 – June 30, may vary due to weather conditions; soil moisture still overrides weather conditions. 																								
Yarding (Sap flow)																								
<u>Partial Harvest Area</u>																								
<ul style="list-style-type: none"> April 1 – June 15, both days inclusive Sap flow restrictions may be conditionally waived at the discretion of BLM 																								
Ground based yarding and decompacting																								
<u>Partial Harvest Area</u>																								
<ul style="list-style-type: none"> October 1 – June 30, may vary due to weather conditions; soil moisture still overrides weather conditions. 																								
Hauling on natural-surfaced roads																								
Soil moisture seasonal restriction																								
<ul style="list-style-type: none"> Typically October 1 – June 30 																								
Culvert Installation and Removal																								
ODFW guidelines																								
<ul style="list-style-type: none"> November 1 – May 31, both days inclusive. 																								

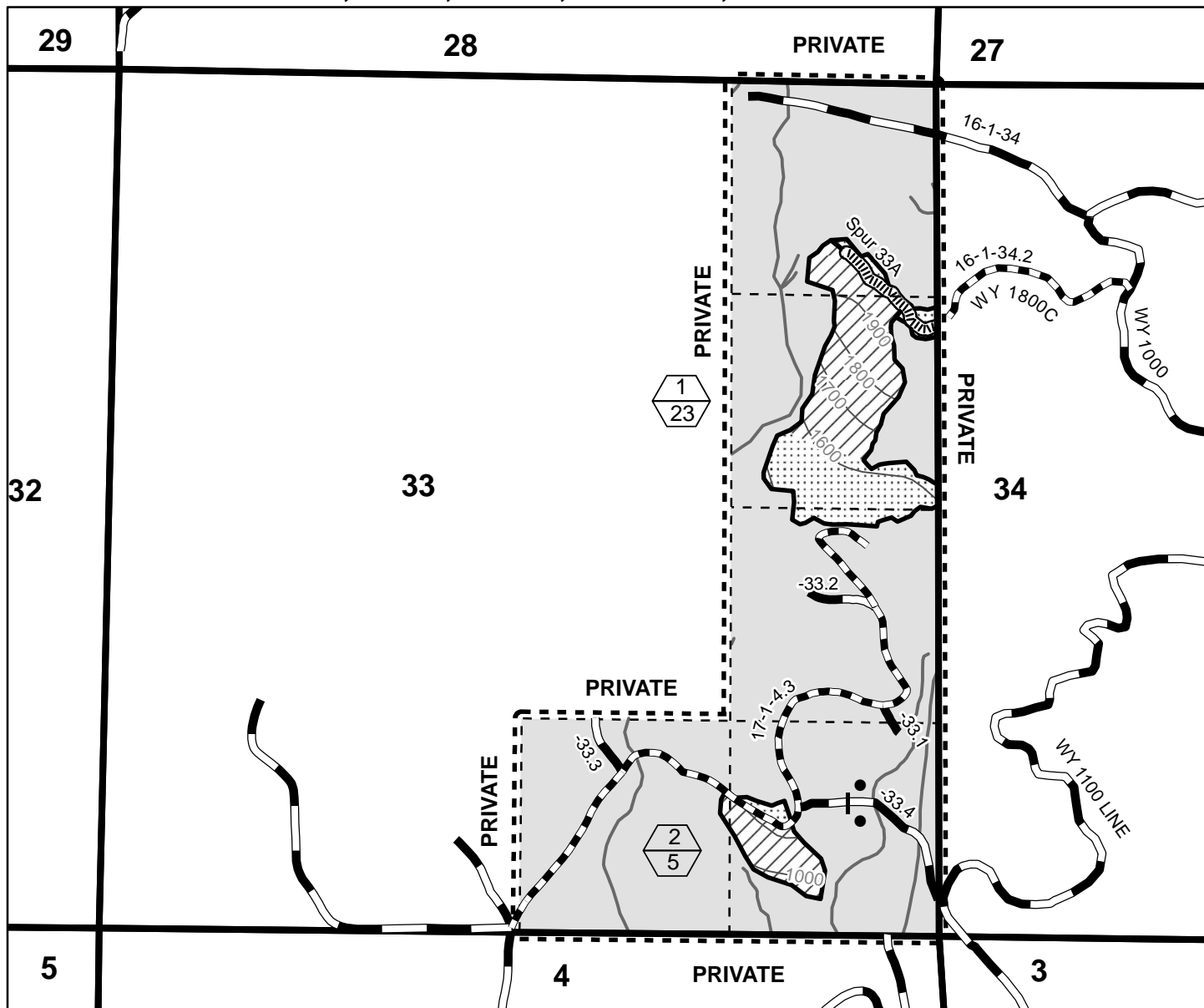
NOTE: This chart is for informational purposes only. Refer to Section 41 Special Provisions of the timber sale contract for exact date restrictions and specifications. Subject to transient winter snow, elevation ranges from 1000 – 2500 feet.



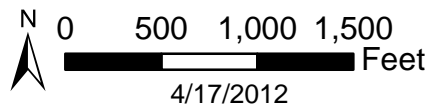
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 1 OF 2

SALE NAME: SOLOMON CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-651
T. 16 S., R. 1 W., SEC. 33, WILL. MER., EUGENE DISTRICT



- Partial Harvest Area - Cable
- Partial Harvest Area - Groundbased
- Reserve Area
- Right-of-Way (Clear Cut)
- Boundary - Contract Area
- Partial Harvest Area - Blazed, Posted, Painted
- Section Line
- Existing Road
- Road Renovation
- New Road Construction - Native Surface
- Stream
- 100 Foot Contour
- Gate
- Partial Harvest Area (Top)/ Partial Harvest Area Acres (Bottom)



GRAND TOTAL FOR SECTIONS 7 AND 33	
TOTAL PARTIAL HARVEST AREA	145
TOTAL RIGHT-OF-WAY (CLEAR CUT)	3
TOTAL RESERVE AREA	315.77
TOTAL CONTRACT AREA	463.77 ACRES

TOTAL FOR SECTION 33	
PARTIAL HARVEST AREA	28
RIGHT-OF-WAY (CLEAR CUT)	1
RESERVE AREA	171
CONTRACT AREA	200 ACRES

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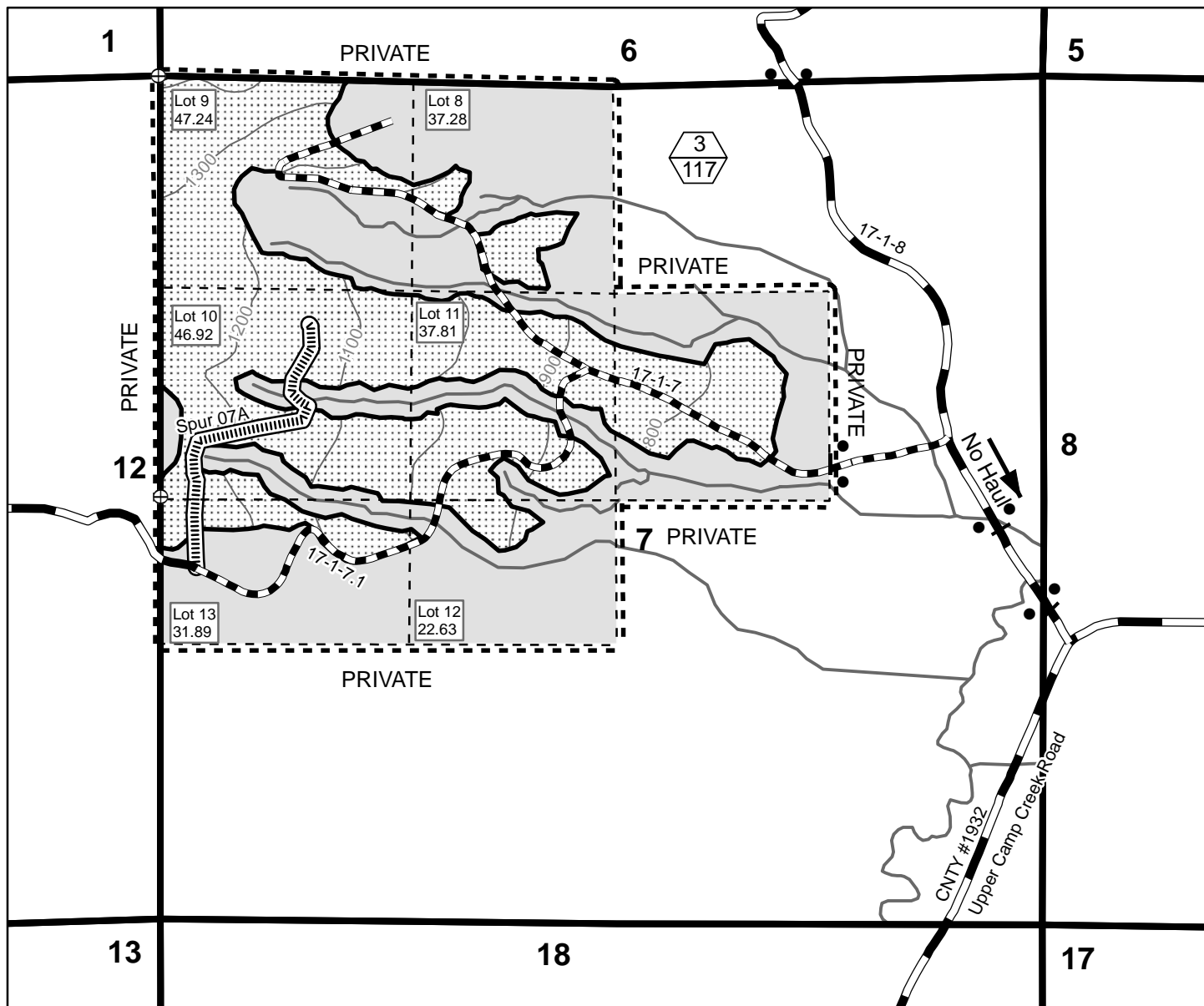
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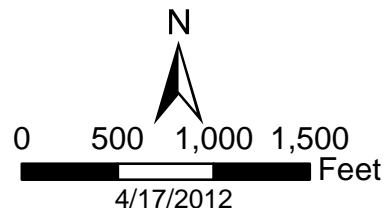
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXHIBIT "A"
SHEET 2 OF 2

SALE NAME: SOLOMON CREEK TIMBER SALE CONTRACT NO.: ORE06-TS12-651
T. 17 S., R. 1 W., SEC. 7, WILL. MER., EUGENE DISTRICT



- Partial Harvest Area - Cable
- Partial Harvest Area - Groundbased
- Reserve Area
- Right-of-Way (Clear Cut)
- Boundary - Contract Area
- Partial Harvest Area - Blazed, Posted, Painted
- Section Line
- New Road Construction - Native Surface
- Existing Road
- Road Renovation
- Stream
- 100 Foot Contour
- Corner Found
- Gate
- Partial Harvest Area (Top)/ Partial Harvest Area Acres (Bottom)



TOTAL FOR SECTION 7	
PARTIAL HARVEST AREA	117
RIGHT-OF-WAY (CLEAR CUT)	2
RESERVE AREA	144.77
CONTRACT AREA	263.77 ACRES

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Non-segregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Bid, invitation number, or other
identification
Tract No.

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

CASH BID BOND

Sale Number

E-

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.

Parcel No.

(Continued on reverse)

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

Bid submitted on *(date)*

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

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM. Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) “Bid for Timber” (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USE: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.

INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** – Timber located on the Revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937, (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. Seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** – Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** – Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold “As Is” without any warranty of the merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** – Sealed or written for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued the *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** – Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, time bid is to be opened, tract Number, and legal description of land on which timber/vegetative resource is located. In the event of a tie, the high bidder shall be determined by lot from those who submitted the tie bids.

(b) **Auction Sales** – Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bid, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first high submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

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

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

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

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

7. **BID DEPOSIT** – All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposits may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior – BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** – Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** – To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. PERFORMANCE BOND –

(a) A performance Bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1 (b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in an amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and to be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.*

11. **PAYMENT BOND** – If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.*

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

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

14. **NINETY-DAY SALES** – If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** – A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

* Applies to Timber Only

16. **EQUAL OPPORTUNITY CLAUSE** – This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts and other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber inspection Bureau R-List Grades of Num-

ber 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product used; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture or eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to “*unprocessed timber*.” Special reporting, branding and painting of logs may be included in contract provisions.*

18. **DETAILED INFORMATION** – Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.