

This Advertisement includes:

Date Mailed:

1. Elk Valley Roadway - #11-07

April 28, 2011

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT OFFICE
3040 BIDDLE ROAD
MEDFORD, OREGON 97504
www.or.blm.gov/Medford

30-DAY TIMBER SALE NOTICE

SEALED BID SALE

THE TIMBER DESCRIBED HEREIN was offered for sale on April 28, 2011. No bids were received; therefore, pursuant to 43 CFR 5443.1, the sale of such timber is kept open for a period of Thirty (30) days, from April 28, 2011, until close of business at 4:30 p.m., on Tuesday, May 31, 2011.

NOTICE OF RECEIPT of any qualifying bids submitted on this sale under this notice, will be posted for a period of seven (7) calendar days from the date the bid was received, during which time other written bids may be submitted. If no other bids are submitted within the seven-day period, the sole qualifying bidder shall be deemed the high bidder. If more than one written bid is submitted from a qualified bidder, an oral auction will be held after notice to the bidders.

WRITTEN BIDS will be received for not less than the advertised appraised price during the time this sale is open.

TO QUALIFY for participation in a sealed bid sale, bidders must submit bids in a sealed envelope. The envelope must include a Deposit And Bid For Timber, Form 5440-9; Notice To Bidders; and the bid deposit. The outside of the envelope is to be marked **SEALED BID FOR TIMBER, ELK VALLEY ROADWAY TIMBER SALE – #11-07**. All bids must be submitted at the MEDFORD INTERAGENCY OFFICE, 3040 BIDDLE ROAD, MEDFORD, OREGON, BY CLOSE OF BUSINESS ON TUESDAY, May 31, 2011, AT 4:30 P.M.

COPIES of the Elk Valley Roadway Timber Sale Full Prospectus is available at the Medford and Grants Pass Interagency Offices, or online at:
<http://www.blm.gov/or/districts/medford/timbersales/index.php>.

30-DAY SEALED BID SALE

GLENDALE RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale #OR110-TS 11-07
April 28, 2011 (SQF)

#1. Elk Valley Roadway, Douglas County, O&C, PD

BID DEPOSIT REQUIRED: \$7,400.00

All timber designated for cutting in Lot 1, 2, 4, 5, 7, 8, 9, 10, 11, 12, S½NE¼, N½SE¼, SW¼SE¼ Section 19, W½NE¼, NW¼, N½SW¼, SE¼SW¼, W½SE¼ Section 29, Lot 11 Section 30, Lot 1, 2, 3, 5, 6, 7, 8, 9, 10, W½NE¼, SE¼ Section 31, NW¼NW¼ Section 33, T. 31S., R. 8W. N½NE¼, E½SW¼, SW¼SE¼ Section 21, N½, N½SW¼, SW¼SW¼, SE¼ Section 23, N½, N½SW¼, SE¼SW¼, SE¼ Section 25, N½NW¼, SW¼NW¼, E½SE¼ Section 27, SE¼NE¼ Section 35, T. 31S., R. 9W. Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume CCF	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
6,572	476	1,141	Douglas-fir	582	\$121.90	\$70,945.80
291	19	50	Ponderosa Pine	26	**\$23.70	\$616.20
372	20	49	White Fir	24	\$71.30	\$1,711.20
146	5	12	Incense-cedar	6	\$87.00	\$522.00
7,381	520	1,252	Totals	638		\$73,795.20

*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford District Office.

**Minimum stumpage values were used to compute the appraised price (10% of pond value).

CRUISE INFORMATION - The Douglas-fir has been cruised using the 3-P sampling method to select sample trees. Maps showing the location and description of these sample trees are available at the Medford District Office.

The sample trees have been measured, utilizing the VOLT system of measurement, and the volume expanded to a total sale volume.

The volume of all other species in this sale has been derived from individual tree measurements taken during a 100% cruise using form class tables for estimating board foot volume of trees in 16-foot logs. With respect to merchantable trees of all conifer species: the average tree is 11.7 inches DBHOB; the average gross merchantable log contains 37 bd. ft.; the total gross volume is approximately 681 M bd. ft; and 94% recovery is expected. (Average DF is 11.8 inches DBHOB; average gross merchantable log DF contains 37 bd. ft.)

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber and is prohibited from use 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.

CUTTING AREA – Twenty three (23) right-of-way units containing seventy four (74) acres of roadway clearing.

CUTTING TIME - Contract duration will be twenty four (24) months for cutting and removal of timber.

ACCESS - Access to the sale area is available via an existing BLM road; via Right-of-Way and Road Use Agreement M-605 with Plum Creek Timberlands, LP.; via Right-of-Way and Road Use Agreement M-700 with Roseburg Resources, Co.; and via Right-of-Way and Road Use Agreement M-868B with Fruit Growers. Among other conditions, agreement M-605 requires payment of a road maintenance and surface replacement fee of \$2,005.67 and completion of an agreement between the Purchaser and Permittee. Among other conditions, agreements M-700 and M-868B require completion of an agreement between the Purchaser and Permittee.

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the roads which he constructs plus 30.55 miles of existing BLM and private roads. BLM will maintain the 32-8-1.01A, 32-8-1.01B1, 32-8-1.01B2, 32-8-1.01C, 33-7-2.00A, and 33-7-2.00C roads. The Purchaser will be required to pay a maintenance fee of \$8,791.07 for the use of these roads. The Purchaser will be required to pay a total maintenance and rockwear fee of \$7,192.70 for the use of roads 31-8-19.00, 31-8-30.00A1, 31-8-30.00A2, 31-8-31.01A1, 31-8-31.01A2, 31-8-31.01B, 31-8-31.02A, 31-8-31.02C, 31-8-31.03, 31-9-21.00B, 31-9-23.00, 31-9-23.01, 31-9-23.02, 31-9-23.03, 31-9-25.00, 31-9-25.01A, 31-9-25.01C, 31-9-25.01E, 31-9-25.02, 31-9-25.03A, 31-9-25.03B, 31-9-25.04, 31-9-25.05, 31-9-26.00B, 31-9-27.00A, 31-9-36.00A, 31-8-1.01D1, and 32-8-4.00.

ROAD CONSTRUCTION – The contract will require the Purchaser to improve 109.77 stations of road. Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area in all Units (except portions of Units 31-9-23, 31-9-23.1, 31-9-25.4, 32-8-4 as shown on Exhibit A) between October 15th of one calendar year and May 15th of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If moisture conditions on the road are deemed acceptable and do not result in continuous mud splash or tire slide, fines being pumped through road surfacing from the subgrade, road drainage causing a visible increase in stream turbidities, surface rutting, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events, Contracting Officer may approve a conditional waiver. If moisture conditions on the road resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

EQUIPMENT REQUIREMENTS – Ability to fully suspend logs during inhaul. Capable of cutting and processing trees up to twenty four (24) inches at diameter breast height. Capable of reaching and cutting vegetation up to fifteen (15) feet slope distance from road surface. Ability to masticate vegetation from the edge of the road to the blue mark (cut tree) line or ten (10) feet slope distance, whichever is greater if needed. Ability to grind or remove selected stumps remaining on the road surface.

BIOMASS – The harvest treatments will create approximately eight hundred thirty (830) tons of biomass material. Approximately forty four (44) percent or three hundred seventy (370) tons of this biomass material will come from the tops of trees and be of pulp quality. This biomass material will be sold at a price of \$0.10/ton which added \$0.14 to the stumpage price of the Douglas-fir.

SLASH DISPOSAL - Cut vegetation created from the roadway treatment will be removed as pulp logs and/or dirt-free biomass. Any remaining vegetation will be scattered to a maximum depth of one (1) foot vertical height. Alternatively, other methods may be used to treat vegetation by prior

written agreement with the Authorized Officer.

CONTRACT TERMINATION - 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 Medford 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.

PERFORMANCE BOND - A performance bond in the amount of 20% of the total purchase price will be required.

OTHER -

1. No extension of time beyond the normal thirty (30) days will be granted for completing bonding and contract signing requirements.
2. In the harvest units, all trees designated for cutting which are within fifteen (15) feet of the road shall be felled within the road prism.
3. All harvest units shall be treated with the roadway daylighting specifications found in Exhibit C-9 of this contract. The roadway daylighting treatment shall follow the blue mark (cut tree) line within the harvest units or shall extend ten (10) feet slope distance from the edge of the road surface, whichever is greater. Following is a summary of these roadway daylighting specifications: On the roadway running surface and in areas designated as B and D in Exhibit C-6, all vegetation shall be cut to a maximum height of one (1) inch above the ground, and cuts shall be parallel to the ground line or running surface and sharp pointed ends will not be permitted in these areas. In areas designated as C and E of Exhibit C-6, all vegetation shall be cut to a maximum height of twelve (12) inches above the ground.
4. Conifer tops and limbs, hardwoods, and brush resulting from daylighting operations shall be removed as pulp logs and/or dirt-free biomass. Any remaining vegetative debris shall be scattered to a maximum depth of one (1) foot vertical height in a discontinuous pattern over fill slopes into the forest stands. No debris will be allowed within roadways, drainage ditches, or within channel bottoms or streams.
5. All stumps designated by the Authorized Officer and that would interfere with normal Motor Patrol Blading within the ditchline and road surface (including turnouts) shall be removed. Stumps seven (7) inches and less shall be removed in such a way as to not cause damage to drainage ditch or road. Stumps larger than seven (7) inches shall be ground down to a minimum of three (3) inches below ground or road surfacing level, unless a prior written agreement is in place with the Authorized Officer.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From I-5 take Glendale Exit 80, proceed down Glendale Valley Road (Hwy. 313) toward Glendale. Turn right onto Azalea-Glen Road, then turn left onto Reuben Road (Hwy. 27). Proceed for 15 miles and take a left onto Cow Creek Road. Follow Cow Creek Road for 0.2 miles and turn left onto West Fork Road, which will become BLM Road #32-8-1.1. All units can be accessed from BLM Road #32-8-1.1.

ENVIRONMENTAL ASSESSMENT - A Categorical Exclusion Review (DOI-BLM-OR-M080-2010-0006-CX) was prepared for this sale, and it was determined that the proposed action is in accordance with the approved land use plan. This document is available for inspection as background for this sale at the Grants Pass Interagency Office.

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

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

LUMP SUM SALE

Name of Bidder
Tract Number OR110-TS11-07
Sale Name Elk Valley Roadway
Sale Notice (dated) 3/30/2011
BLM District Medford

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale
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In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposited is **\$7,400.00** - - - - - and is enclosed in the form of cash money order bank draft cashier's check certified check bid bond of corporate surety on approved list of the United States Treasury guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE – LUMP SUM SALE

NOTE: Bidders should carefully check computations in completing the Bid Schedule

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	582	X	=	X	=
White fir	MBF	24	X	=	X	=
Ponderosa pine	MBF	26	X	=	X	=
Incense-cedar	MBF	6	X	=	X	=
			X	=	X	=
Total		638	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						

(Continued on reverse)

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

Bid submitted on *(date)*

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

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership or L.L.C.	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 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 bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *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 event of a tie, the high bidder shall be determined by lot from among 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 bids, 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 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*. Deposit 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 the 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 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 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 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.

*Applies to Timber Only

(Continued on reverse.)

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.

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 or 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 Number 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 uses; (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 of 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.

6.(b) **TIMBER SCALE SALES – (Continued)**

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume.

All other species will be sold at appraised price per unit (MBF).

Notice to Bidders

On December 17, 2009, the District Court for the District of Western Washington issued an Order in the lawsuit over the 2007 Records of Decision (RODs) to remove the Survey and Manage Mitigation Measure Standards and Guidelines within the Range of the Northern Spotted Owl. In the Order the Court made its ruling related to National Environmental Policy Act (NEPA) claims, finding multiple inadequacies in the 2007 Final Supplement to the 2004 Supplemental Environmental Impact Statement (2007 Final Supplement) on which the 2007 RODs are based.

The Court acknowledged that there remain substantive issues beyond the NEPA claims before the court for which resolution is likely to affect the appropriate remedy. The Court declined to address remedy at the time of issuing the Order and requested parties confer about appropriate case management in light of the Order and submit briefing schedules. There is still ongoing litigation related to the 2007 RODs and remedy is yet to be determined.

The Bureau will proceed to offer for bid Tract # 11-07, Elk Valley Roadway. Although it is not known at this time what the remedy associated with the December 2009 Order will be, this notice is given to advise all bidders that significant delays may occur before award of the sale or before any operations may be undertaken on this tract, and it is possible the sale may never be awarded. Operations may also be suspended after on-site activity has begun.

To ensure that this notice is understood, the high bidder for this tract will be required to acknowledge receipt of a copy of this notice.

ACKNOWLEDGEMENT

I acknowledge receipt of a copy of this notice and understand that because of the December 2009 Order, any decision to award the Tract # 11-07, Elk Valley Roadway, may be significantly delayed, or operations suspended, and that the United States has authority under 43 CFR § 5442.3 to reject all bids if this is found to be in the interest of the Government.

Company Name

By:
Signature

Title:

Date: