

This Advertisement includes:

Date Mailed:  
September 16, 2010

1. Althouse Sucker - #10-09
2. Sampson Cove - #10-19 (SBA status- OPEN)

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
MEDFORD DISTRICT OFFICE  
3040 BIDDLE ROAD  
MEDFORD, OREGON 97504  
[www.or.blm.gov/Medford](http://www.or.blm.gov/Medford)

**30-DAY TIMBER SALE NOTICE**

**SEALED BID SALE**

THE TIMBER DESCRIBED HEREIN was offered for sale on September 16, 2010. 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 September 16, 2010, until close of business at 4:30 p.m., on Friday, October 15, 2010.

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, ALTHOUSE SUCKER TIMBER SALE – #10-09 or SAMPSON COVE TIMBER SALE - #10-19**. All bids must be submitted at the MEDFORD INTERAGENCY OFFICE, 3040 BIDDLE ROAD, MEDFORD, OREGON, BY CLOSE OF BUSINESS ON FRIDAY, OCTOBER 15, 2010, AT 4:30 P.M.

COPIES of the Althouse Sucker and Sampson Cove Prospectus's are available at the Medford and Grants Pass Interagency Offices, or online at:  
<http://www.blm.gov/or/districts/medford/timbersales/index.php>.

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.

# 30-DAY SEALED BID SALE

GRANTS PASS RESOURCE AREA  
JOSEPHINE MASTER UNIT

Medford Sale # 10-09  
October 15<sup>th</sup>, 2010 (AF)

#1. ALTHOUSE SUCKER, Josephine County, O&C and P.D.

BID DEPOSIT REQUIRED: \$9,500.00

All timber designated for cutting in SW¼NE¼, S½NW¼, N½SW¼, N½SE¼, SW¼SE¼ Section 9, Lots 1 and 3 Section 35 T. 39S. R. 7W., Lots 4, 5, 6, 9, 11, and 12, SW¼NW¼ Section 3, E½NE¼ Section 4, W½NW¼ Section 8, Lots 1 and 2 Section 10, SE¼NE¼, NE¼SE¼ Section 11, SW¼SE¼ Section 12, SE¼NE¼ Section 18 T. 40S R.7W., 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
9503	1761	3700	Douglas-fir	2132	\$42.20	\$89,970.40
156	38	75	Ponderosa Pine	47	**\$26.40	\$1,240.80
147	37	75	Sugar Pine	45	**\$25.50	\$1,147.50
287	19	48	Incense-cedar	24	\$86.60	\$2,078.40
10,093	1855	3898	<b>Totals</b>	2248		\$94,437.10

\*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 Interagency Office, or Grants Pass Interagency Office.

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

\*\*\*This is an SBA Set-Aside timber sale. Bidding is limited to small business concerns as defined by the Small Business Act, §3, 72 Stat. 384, 15 U.S. Code 632, and the regulations of the Small Business Administration, Title 13, Code of Federal Regulations, Part 121, as amended.

**TIMBER AUCTION LOCATION** – The timber auction will be held at the BLM Medford District Office, located at 3040 Biddle Rd., Medford, Oregon, at 9 a.m., on Thursday, September 16, 2010.

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). The minimum bid increment will be \$0.10 per MBF.

CRUISE INFORMATION - The Douglas-fir (DF) 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 Grants Pass Interagency 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.

Approximately 1% of the total sale volume is salvage material. With respect to merchantable trees of all conifer species: the average tree is 16 inches DBHOB; the average gross merchantable log contains 64 bd. ft.; the total gross volume is approximately 2524 M bd. ft; and 89% recovery is expected. (Average DF is 16 inches DBHOB; average DF gross merchantable log contains 63 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 from 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 - Nine (9) units containing 143 acres must be partial cut. Two (2) units containing 35 acres must be structural retention cut. Two (2) right-of-ways containing four (4) acres must be clear cut.

CUTTING TIME - Contract duration will be 36 months for cutting and removal of timber.

ACCESS - Access to the sale area is available via a public road through the contract area; existing BLM roads and BLM controlled easements. Among other conditions, this agreement requires road maintenance by the Purchaser during the life of the sale.

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the roads which he constructs plus 18.92 miles of existing BLM road. The purchaser will comply with the conditions of Right-of-way and Road Use Agreements between BLM and Indian Hill L.L.C. BLM will maintain 18.92 miles of road. The Purchaser will be required to pay a maintenance and rockwear fee of \$4985.21 for the use these roads. Additional maintenance fee for use of Indian Hill L.L.C. road 40-7-5 in the amount of \$217.32.

ROAD CONSTRUCTION - Contract will require the Purchaser to construct 85.5 stations and improve 998.97 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, any tractor-type logging equipment when soil moisture content exceeds 25 percent by weight as determined by a Speedy Moisture Meter.

EQUIPMENT REQUIREMENTS -

1. Yarding tractor not greater than 8.5 feet wide, as measured from the outer edges of standard width track shoes and equipped with integral arch and winch capable of lining logs 75 feet.
2. Skyline yarder capable of one end log suspension, minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul, and yarding logs uphill approximately 1200 feet.
3. Line equipped shovel, (Yoader) necessary for one skyline unit, (see Other).

SLASH DISPOSAL - Appraised slash disposal consists of one hundred forty-three (143) acres of hand pile, cover, and burn, thirty (30) acres of slashing, building approximately nine-thousand one hundred (9,100) feet of hand and tractor fire line, and thirty-five (35) acres of prescribed under burning.

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 (district name) 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.”

OPTIONAL CONTRIBUTION - The purchaser will have the option of performing certain slash disposal requirements or contributing \$17,037.31 in lieu thereof. The option must be declared upon execution of the contract. The optional contribution must be paid prior to cutting and removing any timber in installments payable in the same manner as and together with payments required in Section 3 of the contract.

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 30 days will be granted for completing bonding and contract signing requirements.
2. Seasonal operating constraints, (L-18, L-18a).
3. Slash treatment will be concurrent with logging.
4. Unit 3-1A2 – line equipped shovel, (Yoadler) necessary with reach of 810 feet, otherwise multiple artificial anchors, (tractors, deadman) needed for 12 settings. Tractor anchors needed in unit 35-23. Cable anchor extensions needed.
5. High lift trees, (>25') needed on approximately 15 skyline corridors.
6. Purchaser should be aware that logging residue reduction costs listed under SD-5 are in addition to costs assessed under SD-1 and SD-2. Refer to the appraisal for total assessed costs of logging residue reduction.
7. Yum yarding and end hauling of hardwoods, (Units 9-2A 15 acres and 11-15 11 acres).
8. Cleaning of equipment to eliminate noxious weed seeds is required prior to move in of equipment onto federal lands.
9. L-18a seasonal restriction for northeast portion of unit 8-1 is for approximately 4 acres.
10. Obliteration of some roads, (E-1).

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA - From Cave Junction, Oregon, go East on Caves Highway/OR-46 approximately 1.8 miles. Turn South onto Holland Loop Road and go approximately 5.3 miles to Kendall Road. Turn South on Kendall Road, go approximately 0.4 miles and turn East on Althouse Road. Stay on Althouse Road approximately 1.1 miles and turn Southeast on Tarter Gulch Road (BLM road 40-7-4). Stay on Tarter Gulch Road (BLM road 40-7-4) for approximately 0.7 miles and turn Northeast on BLM road 40-7-10. Go approximately 0.2 miles. This puts you in Unit 3-1A1 of the timber sale. See Exhibit A, Althouse Timber Sale Location Map, and Grants Pass Resource Area transportation maps for more detailed information on roads and unit locations.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (EA-OR117-07-02) was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford Interagency Office.

## 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 # OR110 TS10-09, Althouse Sucker Timber Sale. 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

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I acknowledge receipt of a copy of this notice and understand that because of the December 2009 Order, any decision to award the Tract # OR110 TS10-09, Althouse Sucker Timber Sale, 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:

OR110-TS10-09  
Althouse Sucker T.S.

**NOTICE TO BIDDERS**

By letter received August 31, 2010, the Klamath Siskiyou Wildlands Center, Cascadia Wildlands Project, the Siskiyou Project and Oregon Wild protested the Bureau of Land Management's plan to offer the following timber sale: Althouse Sucker. The protestors opposed the sale for a number of reasons. A copy of the protest is available in our office.

The BLM is presently considering the protest. The Bureau will proceed to offer for bid the tract affected by the protest. Prospective bidders are advised, however, that in accordance with 43 CFR § 5003.3, we intend to delay the decision to award the contract for the protested tract until a response has been made to the protest. In the event the protest is denied, the Authorized Officer may decide to give immediate effect to the decision and proceed to award the contract. However, the appellants would have the right to petition the Office of Hearings and Appeals to stay the implementation of the decision. If immediate effect is not given to the decision, then a further delay of the award of the contract would be imposed if the decision is appealed.

This means that if the purchaser elects to begin operations on the sale before the Office of Hearings and Appeals renders a decision on any petition to stay, an adverse ruling may cause the sale to be suspended until the Office of Hearings and Appeals issues a decision on the appeal.

Although it is not known at this time what decision will be made on the protest, or whether any appeal will be filed by the Klamath Siskiyou Wildlands Center, Cascadia Wildlands Project, the Siskiyou Project and Oregon Wild, 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 the tract listed in the appeal. To ensure that this Notice is understood, the high bidder for the tract listed in the protest will be required to acknowledge receipt of a copy of this Notice.

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**ACKNOWLEDGMENT**

I acknowledge receipt of a copy of this Notice and understand that because of the protest and possible appeal, any decision to award the Althouse Sucker timber sale, OR110-TS10-09, 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)

Date: September 16, 2010

Title: \_\_\_\_\_

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-TS10-09
Sale Name Althouse Sucker
Sale Notice (dated) August 18 <sup>th</sup> , 2010
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 \$9,500.00 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	2132	X	=	X	=
Ponderosa Pine	MBF	47	X	=	X	=
Sugar Pine	MBF	45	X	=	X	=
Incense-cedar	MBF	24	X	=	X	=
			X	=	X	=
Total	MBF	2248	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						



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 bondsmen 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

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.

## 30-DAY SEALED BID SALE

ASHLAND AREA  
JACKSON MASTER UNIT

Medford Sale # 10-19  
October 15th, 2010

#2. SAMPSON COVE (5900), Jackson County, O&C BID DEPOSIT REQUIRED: \$28,400.00

All timber designated for cutting in S½ SW¼ Sec 3; W½ NE¼, SE¼ NE¼, E ½ NW¼, NE ¼ SW¼, N ½ SE ¼ Sec 9, T. 38 S., R. 2 E; N½ NW¼ Sec 19, E½ SW¼ Sec 29, SE ¼ NE ¼, SE ¼ Sec 30, SW ¼ SE ¼ Sec 31, T. 38 S., R. 3 E; NW ¼ SW ¼, S ½ SW ¼, Sec 1, E ½ Sec 3, NW ¼ NW ¼, SE ¼ SW ¼, SW ¼ SE ¼, Sec 11, NE ¼ NE ¼, S ½ NE ¼, SE ¼ NW ¼ Sec 15, T. 39 S., R. 2 E; NW ¼ NE ¼ Sec 6, S ½ NE ¼, SE ¼ NW ¼, E ½ SW ¼, N ½ SE ¼, SW ¼ SE ¼ Sec 18, E ½ SW ¼, NW ¼ SE ¼, S ½ SE ¼, Sec 19, NE ¼ NE ¼ Sec 30, NW ¼ NE ¼, N ½ NW ¼, SW ¼ NW ¼, NW ¼ SW ¼ Sec 32, T. 39 S., R. 3 E, 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
9760	1566	3404	Douglas-fir	1944	\$123.50	\$240,084.00
4327	501	1119	White fir	623	\$64.00	\$39,872.00
287	33	72	Ponderosa pine	40	**\$26.50	\$1,060.00
234	9	23	Incense-cedar	11	\$186.50	\$2,051.50
14608	2109	4618	<b>TOTAL</b>	2618		\$283,067.50

\*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 timber volumes were based on a 3P sample tree volt cruise. With respect to merchantable trees of all conifer species: the average tree is 15.5 inches DBHOB; the average gross merchantable log contains 68 bd. ft.; the total gross volume is approximately 2,967 M bd. ft; and 88% recovery is expected. (Average DF is 16 inches DBHOB; average gross merchantable log DF contains 70 bd. ft.)

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). The minimum bid increment will be \$0.10 per MBF.

LOG EXPORT AND SUBSTITUTION All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

CUTTING AREA – 32 units containing 481 acres are to be partial cut.

CUTTING TIME – Contract duration will be 36 months for cutting and removal of timber.

ACCESS - Access to the sale area is available via existing BLM roads, and Right-of-Way and Road Use Agreement M-2000A with Fruit Growers Supply Co. Among other conditions, this agreement requires completion of an agreement between the Purchaser and Permittee.

ROAD MAINTENANCE - BLM will maintain 38.47 miles of the roads listed in Section 41(C)(3). The Purchaser will be required to pay a maintenance fee of \$3.51 per MBF or a total of \$9,209.11 for the use of these roads as shown in RC-2c. The Purchaser will be required to maintain 2.97 miles of

BLM roads.

ROAD CONSTRUCTION - The contract will require the Purchaser to construct 4+89 stations, and to blade and spot rock 297+26 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 any tractor-type logging equipment when soil moisture content exceeds twenty (20) percent by weight. The Purchaser shall construct waterbars on tractor skid trails, and block main skid trails where they intersect haul roads.

EQUIPMENT REQUIREMENTS - LOGGING: A ground-based machine less than 7½ feet wide, equipped with a winch, integral arch, and at least a 75 foot skidding line. A skyline yarder capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul.

SLASH DISPOSAL - Section 41(G)(1) defines the slash disposal and site preparation work that may be required under this contract. Because of the significant uncertainty as to the appropriate level of slash disposal and site preparation that may be needed during the life of the contract the BLM has defined the treatment costs in Section 41(G)(2)(a) but has only appraised for a small portion of the work that might be required in Section 41(G)(1). The BLM, in accordance with Section 41(G)(2)(c), will unilaterally modify the contract to accomplish all of the necessary slash disposal and site preparation, beyond that which was appraised, using the menu of prices defined in Section 41(G)(2)(a). Appraised slash disposal consists of 200 acres of hand piling/covering, and 200 acres of hand pile burning.

CONTRACT TERMINATION - A 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 comply with the Endangered Species Act, or comply with a court order, or 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 30 days will be granted for completing bonding and contract signing requirements.
2. A BLM logging plan was prepared for the appraisal and is available for review. The logging plan estimates harvest systems to be 82% ground-based, and 18% skyline, (calculated by acres).
3. In skyline cable yarding units, to maintain canopy and to protect advanced conifer reproduction, corridors would be perpendicular to the slope, kept to a minimum number per landing, as operationally feasible, and width shall be kept as narrow as possible (max. 15 feet). Cable landings should be spaced one hundred fifty (150) feet apart where feasible.
4. BLM haul roads and harvest operations are seasonally restricted. Some variations of the restricted dates are possible depending on weather conditions.
5. Directional felling away from boundaries and fences is required. Fences damaged as a result of harvest operations under the terms of this contract must be repaired at Purchaser's expense.
6. The purchaser must notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place in Units 3-5 and 29-1 between March 1 and September 30 so that BLM biologists can survey for spotted owls to protocol.
7. Keys can be issued to prospective purchasers to provide access through locked gates. Please contact John Samuelson at 541-618-2313.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – The sale area is northeast of Ashland, OR, accessible by Dead Indian Memorial Highway and by Hwy 66, also known as the Greensprings Highway. The Cove Creek units are accessed by Cove Road, approximately 1.2 miles up Dead Indian Memorial Highway from the junction of Hwy 66. The Shale City units are accessed by the Shale City Road (38-2E-27) which intersects Dead Indian Memorial Highway approximately 1 mile up Dead Indian Memorial Highway from the junction of Hwy 66. Other harvest units are accessible from the Burnt Creek (39-3E-21) and Buck Prairie Divide Road (38-3E-19) off of Dead Indian Memorial Highway, and from and from Little Hyatt Prairie Road which can be accessed from Hwy 66 near the Greensprings summit.

ENVIRONMENTAL ASSESSMENT - An Environmental Assessment (DOI-BLM-OR-M060-2010-0024-EA) was prepared for this project, and a Finding of No Significant Impact has been documented. These documents are available for inspection at the Medford District Office or on the web at [www.blm.gov/or/districts/medford/plans/index.php](http://www.blm.gov/or/districts/medford/plans/index.php).

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-TS10-19
Sale Name Sampson Cove
Sale Notice (dated) August 18 <sup>th</sup> , 2010
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 \$28,400.00 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	1944	X	=	X	=
White fir	MBF	623	X	=	X	=
Ponderosa pine	MBF	40	X	=	X	=
Incense-cedar	MBF	11	X	=	X	=
			X	=	X	=
Total	MBF	2618	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
TOTAL PURCHASE PRICE						

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.	<b>Sealed Bid</b> – 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 bondsmen 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

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.

OR110-TS10-19  
Sampson Cove T.S.

**NOTICE TO BIDDERS**

By letters received August 31, and September 3, 2010, the Klamath Siskiyou Wildlands Center, Cascadia Wildlands, Oregon Wild, Soda Mountain Wilderness Council, the Wilderness Society and the Center for Biological Diversity protested the Bureau of Land Management's plan to offer the following timber sale: Sampson Cove. The protestors opposed the sale for a number of reasons. A copy of the protest is available in our office.

The BLM is presently considering the protest. The Bureau will proceed to offer for bid the tract affected by the protest. Prospective bidders are advised, however, that in accordance with 43 CFR § 5003.3, we intend to delay the decision to award the contract for the protested tract until a response has been made to the protest. In the event the protest is denied, the Authorized Officer may decide to give immediate effect to the decision and proceed to award the contract. However, the appellants would have the right to petition the Office of Hearings and Appeals to stay the implementation of the decision. If immediate effect is not given to the decision, then a further delay of the award of the contract would be imposed if the decision is appealed.

This means that if the purchaser elects to begin operations on the sale before the Office of Hearings and Appeals renders a decision on any petition to stay, an adverse ruling may cause the sale to be suspended until the Office of Hearings and Appeals issues a decision on the appeal.

Although it is not known at this time what decision will be made on the protest, or whether any appeal will be filed by the Klamath Siskiyou Wildlands Center, Cascadia Wildlands, Oregon Wild, Soda Mountain Wilderness Council, the Wilderness Society and the Center for Biological Diversity, 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 the tract listed in the appeal. To ensure that this Notice is understood, the high bidder for the tract listed in the protest will be required to acknowledge receipt of a copy of this Notice.

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**ACKNOWLEDGMENT**

I acknowledge receipt of a copy of this Notice and understand that because of the protest and possible appeal, any decision to award the Sampson Cove timber sale, OR110-TS10-19, 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)

Date: \_\_\_\_\_  
September 16, 2010

Title: \_\_\_\_\_

## 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 # OR110 TS10-19, Sampson Cove Timber Sale. 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

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I acknowledge receipt of a copy of this notice and understand that because of the December 2009 Order, any decision to award the Tract # OR110 TS10-19, Sampson Cove Timber Sale, 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: