

This Advertisement includes:

Date Mailed:

April 5, 2013

1. East West Junction- #13-04

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)

**EXTENDED 32-DAY TIMBER SALE NOTICE**

**SEALED BID SALE**

THE TIMBER DESCRIBED HEREIN was offered for sale on March 28, 2013. No bids were received; therefore, pursuant to 43 CFR 5443.1, the sale of such timber is kept open for a period of Thirty-three (33) additional days, from April 5, 2013, until close of business at 4:30 p.m., on Monday, May 6, 2013.

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, EAST WEST JUNCTION TIMBER SALE – #13-04**. All bids must be submitted at the MEDFORD INTERAGENCY OFFICE, 3040 BIDDLE ROAD, MEDFORD, OREGON, BY CLOSE OF BUSINESS ON MONDAY, MAY 6, 2013, AT 4:30 P.M.

COPIES of the East West Junction 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>.



## EXTENDED 32-DAY SEALED BID SALE

GRANTS PASS RESOURCE AREA  
JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS-13-04  
April 5, 2013 (AF)

#1. EAST WEST JUNCTION,  
Josephine County, O&C and P.D.

BID DEPOSIT REQUIRED: \$39,500.00

All timber designated for cutting in W½SW¼ Section 8, NW¼NW¼ Section 20, W½NW¼ Section 21, T. 39S. R. 7W., NW¼NE¼, E½NW¼, E½SW¼ Section 29, NE¼SW¼ Section 34, T.39S. R. 8W., N½SW¼, SW¼SW¼ Section 3, Lot 8 Section 5, NW¼NE¼, NE¼NW¼ Section 9, T. 40S. R. 8W., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
9,940	1,724	Douglas-fir	2,136	\$183.20	\$391,315.20
360	64	Sugar Pine	81	\$31.10	\$2,519.10
127	11	Ponderosa Pine	15	\$28.50	\$427.50
24	1	Incense-cedar	1	\$196.80	\$196.80
10,451	1,800	<b>Totals</b>	2,233		\$394,458.60

\*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.

CRUISE INFORMATION - The Douglas-fir and Sugar Pine 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.

With respect to merchantable trees of all conifer species: the average tree is 15.7 inches DBHOB; the average gross merchantable log contains 66 bd. ft.; the total gross volume is approximately 2,508 M bd. ft.; and 89% recovery is expected. (Average DF is 15.7 inches DBHOB; average gross merchantable log DF contains 67 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 – Fourteen (14) units containing one hundred fifty four (154) acres must 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 public roads to the contract area; To access units 29-2A, 29-2B, 29-4A, 29-4B, 29-8 & 29-1 from Kerby, Oregon turn west on Finch road, proceed to Westside Road turn south 2.5 miles to BLM road 39-8-29. Go through a locked BLM gate and proceed about 0.3 miles, this puts you in unit 29-4A of the timber sale. To access units 21-6, 20-1 & 8-2 from Cave Junction, Oregon, go southeast on Caves Highway for approximately 6 miles and turn North on BLM Road 39-7-21.1 Go through a locked BLM gate and proceed about 0.4 miles, this puts you in unit 21-6 of the timber sale. To access unit 34-2 going south from Cave Junction 0.70 miles turn southeast on Rockydale road 1.50 miles to the unit. To access units 5-9, 3-3 & 9-12A and 9-12B going south from Cave Junction approximately 2.25 miles turn east on Ken Rose Lane to Mesa Verde Drive, south on Fernwood to 9-12A and 9-12B. Off Fernwood turn east on Ivy Drive south on Simmons Cut drive east on Logan Cut Drive road 1.50 miles to the unit in BLM section 3, (unit 3-3). See Exhibit A, East West Timber Sale Location Map, and Grants Pass Resource Area transportation maps for more detailed information on roads and unit locations. In the use of road 39-7-8 (C & D) access is via Right-of-Way and Road Use Agreement M-1166. Among other conditions, Agreement M-1166 requires completion of an agreement between Purchaser and Permittee.

ROAD MAINTENANCE – The Purchaser will be required to maintain 9.41 miles of BLM and private roads and pay a rockwear fee of \$1693.67.

ROAD CONSTRUCTION/RENOVATION - The contract will require the Purchaser to renovate 496.83 stations of road and construct 10.56 stations of road. Payment to Indian Hill for 2 MBF of right of way timber is required, Section 42(C)(8)(9). Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION - Pursuant to Section 26 of Form 5450-3, Timber Sale Contract, no tractor yarding/ground based yarding, road maintenance/renovation, temporary route/swing road, or unit 8-2 right of way construction, landing construction, skid trail, landing, temporary route/swing road, or unit 8-2 right of way decommissioning shall be conducted on the contract area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request, in writing, a conditional waiver of this restriction. If soil moisture conditions are dry, as determined by the inability of soil sample taken at 4”-6” to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable, as determined by the Authorized Officer, the waiver will be revoked. The Purchaser shall construct waterbars on tractor skid roads and block skid roads where they intersect with haul roads. Ripping of main skid roads required.

EQUIPMENT REQUIREMENTS –

1. Yarding tractor not greater than 9 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. Multispan capable, (see Other).
3. A minimum two hundred (200) flywheel horsepower tractor with mounted rippers and capable of ripping to a depth of eighteen (18) inches will be required for decommissioning temporary spurs, natural surface landings, and main tractor skid roads.

SLASH DISPOSAL – Appraised slash disposal consists of one hundred fourteen (114) acres of hand pile and cover, forty-one (41) acres of lop and scatter.

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 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. Seasonal operating constraints. (L-18).
3. Slash treatment concurrent with logging.
4. Cleaning of equipment to eliminate noxious weed seeds is required prior to move in of equipment onto federal lands.
5. Whole tree, (limbs, tops attached) yarding will be allowed unless unacceptable damage occurs, (L-6).
6. Mechanical harvesters may be used. Restrictions apply. Section 42(B)(5)L-7.
7. Skyline analysis indicates that approximately six (6) corridors will need to be logged in a multispan configuration in unit 8-2. Intermediate trees confirmed. Appraisal covers tree climbing costs.
8. It estimated that two (2) skyline corridors will need tail (lift) trees between 30 and 40 feet in unit 8-2. Appraisal covers tree climbing costs.
9. This contract contains provisions, (L-25), for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: The designation and sale of additional timber, such as skid, corridor and guylines trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer; Sale of additional timber volume at current fair market value where the species of trees are not representative of the forest stands being thinned; Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions; The use of unilateral modifications executed by BLM for such additional (replacement) timber; Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and, It is estimated that approximately 30 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – Access to the sale area is available via public roads to the contract area; To access units 29-2A, 29-2B, 29-4A, 29-4B, 29-8 & 29-1 from Kerby, Oregon turn west on Finch road, proceed to Westside Road turn south 2.5 miles to BLM road 39-8-29. Go through a locked BLM gate and proceed about 0.3 miles, this puts you in unit 29-4A of the timber sale. To access units 21-6, 20-1 & 8-2 from Cave Junction, Oregon, go southeast on Caves Highway for approximately 6 miles and turn North on BLM Road 39-7-21.1 Go through a locked BLM gate and proceed about 0.4 miles, this puts you in unit 21-6 of the timber sale. To access unit 34-2 going south from Cave Junction 0.70 miles turn southeast on Rockydale road 1.50 miles to the unit. To access units 5-9, 3-3 & 9-12A, and 9-12B going south from Cave Junction approximately 2.25 miles turn east on Ken Rose Lane to Mesa Verde Drive, south on Fernwood to 9-12A and 9-12B. Off Fernwood turn east on Ivy Drive south on Simmons Cut drive east on Logan Cut Drive road 1.50 miles to the unit in BLM section 3, (unit 3-3). See Exhibit A, East West 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 DOI-BLM-OR-M070-2009-0011-EA 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.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

Name of Bidder
Tract Number ORM07-TS-13-04
Sale Name East West Junction
Sale Notice (dated) 4/5/2013
BLM District Medford

<input checked="" type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input 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 **\$39,500.00** 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	2136	X	=	X	=
Sugar Pine	MBF	81	X			
Ponderosa Pine	MBF	15	X			
Incense Cedar	MBF	1	X			
<b>Total</b>		<b>2,233</b>	X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
<b>TOTAL PURCHASE PRICE</b>						

(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	
Signature of Authorized Corporate Signing Officer	<i>(To be completed following oral bidding)</i> 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

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.

**NOTICE TO BIDDERS**

By letter received March 13<sup>th</sup>, 15<sup>th</sup> & 26<sup>th</sup>, 2013 Klamath Siskiyou Wildlands, Oregon Wild, Cascadia Wildlands Center, Nina Horsley and Gregory Bennett protested the Bureau of Land Management's plan to offer the following timber sale: **East West Junction ORM07-TS-13-04**. 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 these protests. 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 above mentioned claimants, 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 or lawsuit, any decision to award the **East West Junction Timber Sale, ORM07-TS13-04**, 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: \_\_\_\_\_

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



UNTIL FURTHER NOTICE READ THE STATEMENT BELOW:

Notice to Bidders

On December 17, 2009, the District Court for the District of Western Washington issued an Order in the lawsuit challenging 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. *Conservation Northwest et al. v. Rey*, No. 2:08-cv-01067-JCC (W.D. Wash.).

On July 5, 2011, the Court approved a settlement agreement resolving the litigation. The terms of the settlement included a series of exemptions from Survey and Manage requirements that BLM could implement on certain types of projects. This project, **East West Junction (ORM07-TS-13-04)**, was planned in conformance with the terms of the settlement agreement. [BP: is there a URL or link to the settlement agreement you could add?]

On January 12, 2012 the Intervenor in the survey and manage lawsuit filed an appeal of the court's order approving the agreement. *Conservation Northwest et al. v. Rey*, No. 11-35729 (9<sup>th</sup> Cir.)

Although it is not known at this time what the Court's decision will be in response to the appeal, if the court reverses the district court's acceptance of the settlement agreement or otherwise reinstates the 2001 Survey and Manage ROD without modification, the **East West Junction (ORM07-TS-13-04) Timber Sale** may require additional modifications to comply with survey and manage which could lead to further litigation and the possibility that the contract could be delayed, suspended and that the sale may never be awarded.

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 it is uncertain what the Court will decide in response to the January 12, 2012 appeal by the Intervenor in *Conservation Northwest et al. v. Rey*, No. 11-35729 (9<sup>th</sup> Cir.) any decision to award **East West Junction (ORM07-TS-13-04)**, 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  
Title  
Date