

This Advertisement includes:

Date Mailed:
August 25, 2017

1. Cleveland Ridge Salvage- #17-06

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

EXTENDED 28-DAY TIMBER SALE NOTICE

SEALED BID SALE

THE TIMBER DESCRIBED HEREIN was offered for sale on August 24, 2017. No bids were received; therefore, pursuant to 43 CFR 5443.1, the sale of such timber is kept open for a period of Twenty eight (28) additional days, from August 25, 2017, until close of business at 4:30 p.m., on Friday, September 22, 2017.

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.

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, CLEVELAND RIDGE SALVAGE SALE – #17-06**. All bids must be submitted at the MEDFORD INTERAGENCY OFFICE, 3040 BIDDLE ROAD, MEDFORD, OREGON, BY CLOSE OF BUSINESS ON FRIDAY, SEPTEMBER 22, 2017, AT 4:30 P.M.

COPIES of the Cleveland Ridge Salvage 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 28-DAY SEALED BID
SCALE SALE

BUTTE FALLS RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # ORM05- TS-2017-06
August 24, 2017 (TG)

2 CLEVELAND RIDGE SALVAGE (5900) Jackson County, O&C BID DEPOSIT REQUIRED: \$ 1,100.00

All timber designated for cutting in Govt. Lot 2, Sec. 10, SW¼ NW ¼, NW¼ SW¼, Govt. Lot 1, SE ¼ SW ¼, SW ¼ SE ¼, Sec.18, T.33S., R.1W., 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
268	105	218	Douglas-fir	134	\$58.00	\$7,798.80
71	50	107	Sugar Pine	66	\$23.50	\$1,551.00
63	39	84	Ponderosa Pine	52	\$21.80	\$1,133.60
3	0	0	Incense Cedar	1	\$44.50	\$44.50
405	194	409	Totals	253		\$10,527.90

*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.

CRUISE INFORMATION 100% cruise of all species utilizing the VOLT system of measurement.

With respect to merchantable DF trees: the average tree is 18.7 inches DBHOB; the average gross merchantable log contains 95 bd. ft.; the total gross volume is approximately 162 M bd. Ft. and 83% recovery is expected.

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 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 Three (3) units containing twenty four and one tenth (24.1) acres must be salvaged.

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

ACCESS - Access to the sale area is available via public roads and through the contract area using BLM roads.

ROAD MAINTENANCE – The Purchaser will be required to maintain 0.17 miles of existing BLM roads.

SOIL DAMAGE PREVENTION: Pursuant to Section 26 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 at six (6) inch depth exceeds twenty five (25) percent by weight as determined by the oven dry method.

EQUIPMENT REQUIREMENTS: A helicopter equipped with a dropline with a minimum length of 150 feet and capable of lifting logs vertically to a height above adjacent trees without horizontal movement.

SLASH DISPOSAL Perform logging residue reduction work on approximately zero (0) acres of harvest area as directed by the Authorized Officer.

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

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect 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.“This contract includes an additional special provision to ensure the Purchaser understands he/she is required to conduct all operations in compliance with Contract Section 12 (Purchaser’s Contractual Responsibilities for Liability) and Contract Section 29 (Safety and Health) and the Special Provisions included in Section 42 of this Contract.”
3. Purchaser shall be responsible for complying with all county, state, and federal laws and regulations that relate to the execution of this contract (See Sec. 29 of contract).
4. Directional falling is required
5. There are daily and seasonal restrictions in place on this sale.
6. Trees removed for salvage may be whole tree yarded or cut into log segments and may be yarded with or without tops attached. If excessive stand damage occurs from whole tree yarding as determined by the authorized officer, bucking and/or limbing will be required. (see section 42 Special Provisions).
7. Cleaning of equipment to eliminate noxious weed seeds is required prior to move-in of equipment onto federal lands.
8. Dust abatement is required.
9. There are landing slash and pile placement requirements in place for this sale (see SD-1 landing piles in the contract)
10. Purchaser should be aware there are logging residue reduction costs assessed under SD-4. Refer to the appraisal for total assessed costs of logging residue reduction.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA

From the town of Shady Cove, Proceed north on highway 62 approximately 3 miles to the junction of Highways 62 and 227. Turn left onto Highway 227 and proceed north for approximately 3 miles to West Fork Trail Creek Road. Turn left onto West Fork Trail Creek Road at Highway 227 and West Fork Trail Creek. Road Junction and proceed for approximately 2.5 miles to BLM road 33-1-18.0 and the sale area.

CATEGORICAL EXCLUSION Categorical exclusion DOI-BLM-ORWA M050-2017-0007-CX were prepared for this sale, and a Finding of No Significant Impact has been documented for each environmental assessment. These documents are available for inspection as background for this sale at the Medford District Office.

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.

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, Reeves Creek Hazard, 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 (9th 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 Reeves Creek Hazard 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

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 (9th Cir.) any decision to award ORM07-TS-2015.0007 Reeves Creek Hazard, 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