

This Advertisement includes:

Date Mailed:
July 31, 2013

(Order of Auction)

1. Middle Friese ORM05-TS-13-09

Sale Date:
August 29, 2013

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
District Office
3040 Biddle Road
Medford, Oregon 97504

www.blm.gov/or/districts/Medford/timbersales/index.php

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or his representative, at the Bureau of Land Management Medford Interagency Office, 3040 Biddle Road, Medford, Oregon, telephone (541) 618-2200. The timber sale will commence at 9:00 a.m. on Thursday, August 29, 2013, at the Medford Interagency Office, 3040 Biddle Road, Medford, Oregon.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003 – Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days of the publication of the aforementioned decision document in the newspaper. The regulations do not authorize the acceptance of protests in any form other than a signed, written hard copy that is delivered to the physical address of the advertising BLM office. (No e-mail or fax protests will be accepted.) It is anticipated that the decision document will be published in the Grants Pass Daily Courier and the Medford Mail Tribune on or about August 1, 2013. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspapers to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form 5440-9 at not less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to

participate in oral bidding for each tract.

APPRAISED PRICES are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

THE SUCCESSFUL BIDDER, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 5430-11, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.
2. Form 5450-17, Export Determination.

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

QUALIFIED SMALL BUSINESS concerns may apply to the Small Business Administration for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts and necessary contract changes will be made. Approval of loan applications rests with the Small Business Administration and may be contingent upon availability of funds. Applicants for such loans shall notify the Bureau of Land Management of their intention to apply for such loan.

LOG EXPORT AND SUBSTITUTION: All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5424 as amended.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS: Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the Medford Interagency Office. A copy of the timber sale contract is also available for inspection at the Medford Interagency Office.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks,

which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

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

A **SALE DEPOSIT** equal to an installment is required prior to approval of the contract. This deposit must be made in cash or by check payable to the Department of Interior - BLM.

AN IRREVOCABLE LETTER OF CREDIT (ILC) may be used in place of bid bonds, performance bonds, and payment bonds. ILC 's must be approved by the Authorized Officer prior to use and are subject to certain limitations. Contact the District Office for further information.

THE PURCHASER is given no authority to enter upon or cross any private lands or to use any privately-owned property or improvements unless such rights are specifically covered in the contract stipulations. If the Purchaser desires to make any use of private property which is not specifically authorized by the contract, they must make the necessary prior-arrangements for such use with the landowner.

PRIOR TO STARTING any operations, the Purchaser or their designated representative will be required to meet with the Authorized Officer or their representative and the Contract Administrator for a prework conference. If a subcontractor is to be involved in the operation, the subcontractor must also be represented at the conference. If more than one subcontractor is to be involved in the operation, it may be necessary to have more than one prework conference unless all subcontractors can be present at one conference.

PRIOR TO THE AWARD of any timber sale, the Bureau of Land Management may require the high bidder to furnish such information as is necessary to determine the ability of the bidder to perform the obligations of the contract. The following information is required for first time high bidders bidding as:

1. Individuals

- a. A Citizenship Affidavit, Form 5450-9.
- b. A certified Financial Statement prepared no earlier than 60 days prior to the sale date.

2. Partnerships or Unincorporated Associations

- a. A Citizenship Affidavit, Form 5450-9, for each member of the partnership or association.
- b. A copy of the partnership agreement, or if no formal partnership agreement, a letter showing the nature of the business conducted by the partnership, the partnership term, and the name of the partner or partners authorized to execute timber sale contracts and performance bonds on behalf of the partnership.
- c. A certified Financial Statement prepared no earlier than 60 days prior to the sale date.

3. Corporations

- a. A certified copy of the articles of incorporation and by-laws.
- b. A certified copy of the resolution of the board of directors authorizing the officers to sign timber sale contracts and performance bonds on behalf of the corporation.
- c. An original certificate from the Corporation Commissioner authorizing the corporation to transact business in the State of Oregon.
- d. A certified Financial Statement prepared no earlier than 60 days prior to the sale date.

Those bidders who have demonstrated poor performance, including recent contract defaults, may be required to provide additional performance assurances in the form of advanced payment and/or an increased performance bond as a condition for award of contract. These extraordinary requirements may be required on a case-by-case basis.

PREAWARD QUALIFICATIONS. The higher bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If

the high bidder is determined not qualified, responsible, or refuses to respond within five (5) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

OTHER. 43 CFR Chapter 11 (10-1-92 Edition), Subpart 5442 - Bidding Procedure. § 5442.3 Rejection of Bids; Waiver of Minor Deficiencies. When the Authorized Officer determines it to be in the interest of the Government to do so, he may reject any or all bids and may waive minor deficiencies in the bids or the timber sale advertisement. (38 FR 6280, March 8, 1973).

ENVIRONMENTAL ASSESSMENTS.

An environmental assessment (DOI-BLM-OR-M050-2011-0015-EA) was prepared for this Middle Friese Timber 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 District Office.

P R O S P E C T U S

****Revised****

BUTTE FALLS AREA
JACKSON MASTER UNIT

Medford Sale # 13-09
August 29, 2013 (ah)

4 MIDDLE FRIESE, (6310) Jackson County, O&C BID DEPOSIT REQUIRED: \$ 81,000.00

All timber designated for cutting in SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 2, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 3, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 10, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 11, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 12, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 13, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, Section 15, N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, NW $\frac{1}{4}$, Section 27, NE $\frac{1}{4}$, Section 29, NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 33, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 34, T.34 S., R.3E; 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
14,940	1,920	Douglas-fir	2,238	\$ 263.00	\$ 588,594.00
10,297	1,274	White fir	1,592	\$ 126.90	\$ 202,024.8
928	104	Ponderosa pine	124	\$ 50.90	\$ 6,311.60
1,945	90	Incense-cedar	108	\$ 116.80	\$ 12,614.4
27	2	Sugar pine	3	\$ 26.30	\$ 78.90
28,137	3,390	Totals	4,065		\$ 809,623.70

*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 - Douglas-fir, White fir, Ponderosa Pine, and Incense Cedar have been cruised using the 3-P sampling methods to select sample trees. Sugar Pine has been cruised using the 3-P sampling methods to select sample trees in units 10-1, 11-1, and 11-2. Within the rest of the sale the Sugar pine was 100% cruised. Maps showing the location and description of these sample trees are available at the Medford District Office. The sample trees have been measured using the volt system of measurement, and the volume expanded to a total sale volume.

With respect to merchantable trees of all conifer species: the average tree is 13.2 inches DBHOB; the average gross merchantable log contains 47 bd. ft.; the total gross volume is approximately 4638 M bd. ft; and 88% recovery is expected(Average DF is 13.2 inches DBHOB; average gross merchantable log DF contains 47 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 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 – Thirty (30) units containing four hundred and eighty seven (487) acres must be thinned, and four (4) acres of new temporary spur roads and two (2) acres of new permanent road Right of Way acres must be clear-cut.

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 and Right-of-way and Road Use Agreement M-2000C with Silver Butte Timber Company, via Right-of-Way and Road Use Agreement M-2000D with Juniper Properties, LLC, via Right-of-way and Road Use Agreement M-2000E with Indian Hill, LLC, via Right-of-Way and Road Use Agreement M-2000EA with Perpetua Forest Company, via Right-of-Way and Road Use Agreement M-2000F with Plum Creek Timberlands, LP, and via agreement #834 with the Forest Service. Among other conditions, agreement M-2000C with Silver Butte Timber Company requires completion of a license agreement between the Purchaser and Silver Butte Timber Company, road maintenance to be performed by the Purchaser, and payment of a surface replacement fee of \$25.15. Among other conditions, agreement M-2000D with Juniper Properties, LLC requires completion of a license agreement between the Purchaser and Juniper Properties, LLC, road maintenance to be performed by the Purchaser, payment of a road use obligation of \$1,691.67, and payment of a surface replacement fee of \$256.15. Among other conditions, agreement M-2000E with Indian Hill, LLC requires completion of a license agreement between the Purchaser and Indian Hill, LLC, road maintenance to be performed by the Purchaser, and payment of a surface replacement fee of \$116.19. Among other conditions, agreement M-2000EA with Perpetua Forest Company requires completion of a license agreement between the Purchaser and Perpetua Forest Company, road maintenance to be performed by the Purchaser, and payment of a surface replacement fee of \$74.36. Among other conditions, agreement M-2000F with Plum Creek Timberlands, LP requires completion of a license agreement between the Purchaser and Plum Creek Timberlands, LP, road maintenance to be performed by the Purchaser, payment of a road use obligation of \$69.58, and payment of a surface replacement fee of \$153.62. Among other conditions, agreement #834 with the Forest Service requires completion of a license agreement between the Purchaser and the Forest Service and payment of a road maintenance fee of \$6,710.58 for the use of FS 3400 Road.

ROAD MAINTENANCE – The Purchaser will be required to maintain all the temp routes and existing decommissioned roads he constructs/reconstructs plus 18.44 miles of existing BLM and private roads. The Purchaser will be required to pay the BLM a rock wear obligation fee of one thousand thirty six and 43/100 dollars (\$1,036.43) for the use of road numbers 33-3E-35.00B-D,

34-3E-2.00, 34-3E-11.00A, 34-3E-11.01, 34-3E-12.00.A-C, 34-3E-12.01, 34-3E-12.02, 34-3E-12.03A, 34-3E-12.04, 34-3E-14.01B, 34-3E-15.00, 34-3E-15.02B, 34-3E-15.03A1, 34-3E-15.03B2, 34-3E-21.00A-C1, 34-3E-21.01, 34-3E-21.02, 34-3E-21.03, 34-3E-21.05, 34-3E-21.06, 34-3E-29.05A1, and Unnumbered Section 15 Road. The Purchaser will be required to pay, per the license agreements, a rock wear fee of six hundred twenty five and 47/100 dollars for the use of road numbers 33-3E-35.00A1, 33-3E-35.00A2, 33-3E-35.00A3, 34-3E-10.02, 34-3E-11.04A1-A2, 34-3E-11.04B, 34-3E-13.01, 34-3E-14.01C, 34-3E-15.02A, 34-3E-15.03A2, 34-3E-15.03A3, 34-3E-15.03C, 34-3E-15.05, 34-3E-28.00A1, 34-3E-28.00A2, 34-3E-29.06A, 34-3E-32.01, 34-3E-33.03C, and 34-3E-34.01. There is also an added allotment of \$18,779.99 for close out road maintenance requirements (Exhibit D).

ROAD CONSTRUCTION – The contract will require the Purchaser to construct 125.81 stations of temporary and permanent roads and reconstruct 73.39 stations of 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

1. A yarding tractor not greater than nine (9) feet in track width, as measured from the outer edges of standard width shoes, equipped with both an integral arch and winch capable of lining logs at least seventy five (75) feet.
2. A skyline yarder capable of :
 - a. one end suspension of logs during in-haul equipped with a carriage capable of lateral yarding a minimum distance of 75 feet while maintaining a fixed position along the skyline during in-haul.
3. A 200 flywheel horsepower tractor with mounted rippers having shanks and teeth consistent with drawings and specifications shown on Exhibit R of this contract, which is attached hereto and made a part hereof.

SLASH DISPOSAL - Slash disposal will consist of 190 acres of lop and scatter, and 50 acres of hand pile and burn.

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

1. Comply with the Endangered Species Act, or;
2. Comply with a court order, or;
3. Protect occupied marbled murrelet sites in accordance with the Standards and Guidelines of the Medford District Record of Decision (ROD) and Resource Management Plan (RMP), or;
4. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

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

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

OTHER –

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. Mechanized equipment (feller-bunchers) may be used in all tractor units off designated skid trails with certain restrictions see Section 42 L-7MC.
3. There is a 44 foot log length restriction for all trees over twenty one (21) inch D.B.H.O.B.
4. Whole tree harvesting is allowed in all tractor units. If whole tree harvesting is utilized, landing slash will be required to be chipped, burned, or moved off site.
5. Various seasonal restrictions are placed on this sale.
6. Directional falling is required.
7. Cleaning of equipment to eliminate noxious weed seeds is required prior to move-in of equipment onto federal lands.
8. Designated skid roads are required on all tractor units.
9. Ripping of temporary roads is required.
10. Dust abatement is required.
11. Purchaser should be aware that logging residue reduction costs listed under SD-5 are in addition to 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 Butte Falls Oregon, proceed east on the Butte Falls-Fish Lake Highway for approximately 0.5 miles to the Butte Falls-Prospect Highway. Turn left and follow for approximately 5 miles to junction with BLM Road 34-3E-29.7. Turn right to access units in section 33. From the junction of Butte Falls-Prospect Highway and BLM Road 34-3E-29.7, proceed north on the Butte Falls-Prospect Highway for approximately 1.5 miles to the 34-3E-21 road. Turn right to access sections 13, 27, and 34. From the junction of Butte Falls-Prospect Highway and BLM Road 34-3E-21, proceed north on the Butte Falls-Prospect Highway for approximately 2 miles to Lodgepole road. Turn right to access sections 2, 10, 11, 12 and 34. Sections 15, 21, and 29 are accessed off the Butte-Falls Prospect Highway starting 5 miles north from the Junction of the Butte Falls-Fish Lake Highway and Butte Falls- Prospect Highway.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (DOI-BLM-OR-M050-2011-0015-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 District Office.