

This Advertisement includes:

Date Mailed:
July 30, 2014

(Order of Auction)

1. Mouse Trail ORM05-TS-14-09

Sale Date:
August 28, 2014

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 28, 2014, 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 July 31, 2014. 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-M050-2013-0004-EA) was prepared for this sale, and a Finding of No Significant Impact has been documented. Harvest unit 33-4 was analyzed under the environmental assessment (DOI-BLM-OR-M050-2010-0019-EA) and a finding of no significant impact has been documented. These documents are available for inspection as background for this sale at the Medford District Office.

P R O S P E C T U S

BUTTE FALLS RESOURCE AREA
JACKSON MASTER UNIT

Medford Sale # ORM05- TS14-09
August 28, 2014 (TG)

4 MOUSE TRAIL (5900) Jackson County, O&C

BID DEPOSIT REQUIRED: \$ 21,100.00

All timber designated for cutting in Govt. Lot 8, SE $\frac{1}{4}$, Sec.19, NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 21, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 27, NW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 28, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 29, Govt. Lot 3, 4 Sec. 30, Govt. Lot 1, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 33, S $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 34, T.32S., R.1W., SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 33, T.32S., R.2W., Govt. Lot 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec.7, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 9, Govt. Lot 2, SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 10, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31 T.33S., R.1W., Govt. Lot 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 3, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 23, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 25, T.33S., R.2W., SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 1, T.34S., R.2W., 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
12,672	1,958	Douglas-fir	2,398	\$75.80	\$181,768.40
1,357	51	Incense-cedar	63	\$42.40	\$2,671.20
442	40	Ponderosa pine	52	\$33.50	\$1,742.00
66	15	Sugar pine	19	\$34.60	\$657.40
3,427	438	White fir	554	\$41.20	\$22,824.80
180	17	Western Hemlock	24	\$36.60	\$878.40
18,144	2,519	Totals	3,110		\$210,542.20

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

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

CRUISE INFORMATION - Maps showing the location and description of 3P sample trees are available at the Medford District Office.

The sampling method for DF, WF, IC, WH, and PP was 3P sampling in all units.

With respect to merchantable trees of all conifer species: the average tree is 13.9 inches DBHOB; the average gross merchantable log contains 55 bd. ft.; the total gross volume is approximately 3537 M bd. ft; and 88% recovery is expected (Average DF is 14.0 inches DBHOB; average gross merchantable DF log contains 57 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 – Fifty-two (52) units containing four hundred and seventy-seven (477) acres must be thinned, and four (4) right of way acres must be clear-cut for temporary road and helicopter landing construction.

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, via existing BLM roads; via Right-of-Way and Road Use Agreement M-660 with Tristar Southwest Oregon Timberland, LLC; via Right-of-Way and Road Use Agreement M-2000E with Indian Hill, LLC; via Right-of-Way and Road Use Agreement M-768 with Lone Rock Timber Company; via Memorandum of Understanding between the BLM and the Oregon Department of Forestry and License Agreement LA-526 with the Oregon Department of Forestry; and via license agreement #836 with the Forest Service. Among other conditions, agreement M-660 with Tristar Southwest Oregon Timberland, LLC requires completion of a license agreement between the Purchaser and Tristar Southwest Oregon Timberland, LLC and road maintenance to be performed by the Purchaser. Among other conditions, agreement M-2000E with Indian Hill, LLC requires completion of a license agreement between the Purchaser and Indian Hill, LLC and road maintenance to be performed by the Purchaser. Among other conditions, agreement M-768 with Lone Rock Timber Company requires a license agreement between the Purchaser and Lone Rock Timber Company for the potential use of two helicopter landings on Lone Rock Timber Company controlled roads. Among other conditions, the Memorandum of Understanding and License Agreement LA-526 with the Oregon Department of Forestry requires completion of a license agreement between the Purchaser and the Oregon Department of Forestry and road maintenance to be performed by the Purchaser. Among other conditions, agreement #836 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 \$0.37 per thousand board feet log scale per mile, for the use of the FS1632A-D, FS1632G-H, FS1632-112, FS1632-118, FS3200, and FS3232-945 roads and a Special Use Permit (\$224.00) for the use of one helicopter landings from the Umpqua National Forest.

ROAD MAINTENANCE - The Purchaser will be required to maintain approximately 25.58 miles of existing BLM, Forest Service, Oregon Department of Forestry, and private control roads as described in Section 42, RC-2a (C)(5). The BLM will maintain approximately 31.26 miles of existing BLM and private roads as described in Section 42, RC-2 (C)(4). For Purchaser maintained roads, the Purchaser shall pay a rockwear fee of \$0.49/Mbf/Mile for all BLM, Oregon Department of Forestry, and privately controlled aggregate surface roads and the Purchaser shall pay a rockwear fee of \$0.37/Mbf/Mile for all Forest Service controlled aggregate surface roads. For BLM maintained roads, the Purchaser shall pay a rockwear and road maintenance fee of \$1.25/Mbf/Mile for allocated roads or \$1.46/Mbf/Mile for non-allocated roads for all aggregate surface roads. There is also an added allotment of \$15,341.60 for close out road maintenance requirements (Exhibit D).

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 yarding tractor not greater than 9 feet in track width equipped with a integral arch and winch system capable of lining logs at least 75 feet. A tractor equipped with winged-toothed rippers. A skyline yarder capable of one end suspension of logs during in-haul and with a minimum lateral yarding capability of 75 feet while maintaining a fixed position of the carriage during lateral in-haul. 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 and site preparation work on approximately one hundred (150) 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 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. Various seasonal restrictions are placed on this sale.
3. There are log length restrictions within some units (see section 42 Special Provisions).
4. Directional falling is required.
5. Cleaning of equipment to eliminate noxious weed seeds is required prior to move-in of equipment onto federal lands.
6. Designated skid roads are required on all tractor units.
7. Ripping of all newly constructed temporary spur roads and helicopter landings is required.
8. Dust abatement is required.
9. 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.
10. Purchaser will need to protect and not disturb the buried utility lines along road 32-1-33.1

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.

West Fork Trail Creek sale area:

Turn left onto West Fork Trail Creek Road at Highway 62 and West Fork Trail Creek. Road Junction and proceed for approximately 1 mile to BLM 33-1-29-1. Turn left onto the 29-1 road to access the Cabin Canyon Units, Or continue west on West Fork Trail Creek Road for an additional 6 miles to section 3 sale area.

Trail Creek sale area:

From the junction of West Fork Trail Creek Road and highway 227 proceed north on 227 for approximately 4 miles to the junction of highway 227 and East Fork Trail Creek Road:

1. Eastside sale area - Follow East Fork Trail Creek Road into sale area.
2. Westside sale area - Continue north on highway 227 into the sale area.

ENVIRONMENTAL ASSESSMENT - An environmental assessment (DOI-BLM-OR-M050-2013-0004-EA) was prepared for this sale, and a Finding of No Significant Impact has been documented. Harvest unit 33-4 was analyzed under the environmental assessment (DOI-BLM-OR-M050-2010-0019-EA) and a finding of no significant impact has been documented. These documents are available for inspection as background for this sale at the Medford District Office.