

This Advertisement includes:

Date Mailed:
August 15, 2012

(Order of Auction)

1. Speaking Coyote ORM07-TS-12-12 (SBA Scale Sale)
2. Vine Maple ORM05-TS-12-22 (SBA Set-Aside)

Sale Date:
September 13, 2012

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 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, 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) 471-6600. This is not a public meeting and is an invitation to bid only. Therefore, only those persons bidding on timber sales will be allowed to attend this auction. The timber sale will commence at 9:00 a.m. on Thursday, September 13, 2012, 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 Medford Mail Tribune and Grants Pass Daily Courier newspapers on or about August 16th, 2012. 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.

***FOR SET-ASIDE TRACTS**, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award of set-aside sales and must accompany his deposit with a self-certification statement that he is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 as amended, of the Code of Federal Regulations. The Form 5430-1, Self Certification Statement, must be completed prior to awarding the contract. The successful bidder will be required to sign SBA Form 723, 'Small Business Certification Required on all Preferential Sales of Set-Aside Timber' at the time he signs the timber sale contract.

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 1140-6, 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 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.00.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. 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-M070-2012-0002-EA) was prepared for the Speaking Coyote sale, and a Finding of No Significant Impact has been documented. An environmental assessment (DOI-BLM-OR-M050-2011-0015-EA) was prepared for the Vine Maple sale, and a Finding of No Significant Impact has been documented.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Non-segregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

P R O S P E C T U S

DXD SCALED-SALE

***SBA Set Aside

GRANTS PASS RESOURCE AREA
JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS-12-12
September 13, 2012 (SQF)

#1. Speaking Coyote, Josephine County, (5810) O&C, P.D. BID DEPOSIT REQUIRED: \$93,200.00

All timber designated for cutting in Lot 1, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 31, T.33 S., R. 4 W., SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 9, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 10, Lots 2,3, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 11, S $\frac{1}{2}$ SW $\frac{1}{4}$ Section 13, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 14, N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 17, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ Section 18, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 20, Lot 3, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 21, NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 22, N $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ Section 23, NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 24, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 25, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 27, T. 33 S., R. 5 W., 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
44,550	5,623	12,573	Douglas-fir	6,812	\$135.80	\$925,069.60
398	32	75	white fir	38	\$72.50	\$2,755.00
578	27	75	incense-cedar	35	\$78.90	\$2,761.50
390	24	58	ponderosa pine	31	\$30.00	\$930.00
3	4	6	sugar pine	4	\$90.30	\$361.20
45,919	5,710	12,787	Totals	6,920		\$931,877.30

*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.

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

TIMBER AUCTION LOCATION – The timber auction will be held at the Medford Inter-agency Office, located at 3040 Biddle Road, Medford, Oregon, at 9:00 a.m. on Thursday, September 13, 2012.

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.

CRUISE INFORMATION - The Timber has been cruised using the PCMTRE sampling method to select sample trees. The Douglas-fir in the Roadway units and Right of Way units has been cruised using the 3-P sampling method to select sample trees.

The sample trees have been measured, utilizing the VOLT system of measurement, and the volume expanded to a total sale volume.

Maps showing the location and description of these sample trees are available at the Grants Pass Interagency Office.

The volume of all other species in the Roadway units and Right of Way units 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 13.4 inches DBHOB; the average gross merchantable log contains 44 bd. ft.; the total gross volume is approximately 7280 M bd. ft; and 94% recovery is expected. (Average DF is 13.4 inches DBHOB; average gross merchantable log DF contains 45 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 under 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 – Twenty four (24) units containing four hundred twenty two (422) acres of partial cut, five (5) right-of-way units containing ten (10) acres of clear-cut and six (6) roadway units containing fourteen (14) acres of roadway clearing.

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 an existing BLM road; and via Right-of-Way and Road Use Agreement M-2000EA with Perpetua Forests Co. Among other conditions, Agreement M-2000EA with Perpetua Forests Co. requires an estimated payment of a road use fee of \$9,177.00 and completion of an agreement between the Purchaser and Permittee.

ROAD MAINTENANCE - The Purchaser will be required to maintain all of the roads which he constructs plus 31.68 miles of existing BLM and private roads. The Purchaser will be required to pay a rockwear fee of \$0.51 per MBF for the use of these roads. BLM will maintain 6.53 miles of the 34-5-10.0A1, 34-5-10.0A2, 34-5-10.0A3, 34-5-10.0A4, 34-5-10.0A5, 34-5-10.0A6, and 34-5-10.0B1 roads. The Purchaser will be required to pay a maintenance fee of \$0.65 per MBF for the use of these roads.

ROAD CONSTRUCTION - The contract will require the Purchaser to construct 74+56 stations of road, reconstruct 7+96 stations of road, and improve 0+00 stations of road. Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION - Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not cable yard with one-end suspension in the portion of Unit 21-1 that lies in T.33S, R.5W, Section 17 from 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 full suspension can be achieved, the Contracting Officer may approve a conditional waiver. If impacts to soils fragile for gradient resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct

mechanical ground-based harvesting, ground-based yarding, skid trail and landing rehabilitation, temporary route construction, temporary route reconstruction, or temporary route decommissioning in Units 9-1, 10-1, 10-2, 10-3, 11-1, 13-1, 15-2, 15-5, 17-2, 20-1, 20-2, 21-1, 21-2, 22-1, 23-2, 23-3, 23-4, 23-5, and 24-1 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 a soil sample taken at four (4) to six (6) inches 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.

Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct any roadway clearing operations Units 33-5-7.0, 33-5-10.1, 33-5-17.0, 33-5-18.0, 33-5-26.0, and 34-4-5.0 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 moisture conditions on the road are deemed acceptable and do not result in continuous mud splash or tire slide, fines being pumped through road surfacing from the subgrade, road drainage causing a visible increase in stream turbidities, surface rutting, surface ribboning, or any condition that would result in water being chronically routed into tire tracks or away from designed road drainage during precipitation events, Contracting Officer may approve a conditional waiver. If moisture conditions on the road resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct any haul on natural surface and rock roads 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 the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

EQUIPMENT REQUIREMENTS – A forty (40) foot tower capable of spanning one thousand six hundred (1,600) feet, with lateral yarding capability of seventy five (75) feet, with one end suspension of logs during inhaul, and capable of multi-span. A yarding tractor will not exceed nine (9) feet in width and must be capable of bull-lining seventy five (75) feet. A minimum two hundred (200) flywheel horsepower tractor with mounted rippers no more than thirty six (36) inches apart and capable of ripping to a depth of eighteen (18) inches will be required for decommissioning temporary routes and skid roads. A mechanical harvester with a single-grip felling head capable of reaching and cutting twenty (20) feet slope distance from the road surface, capable of cutting and processing trees up to twenty four (24) inches at diameter breast height. A piece of equipment capable of chipping or masticating vegetation up to twenty (20) feet slope distance from the edge of the road. Ability to grind or remove selected stumps remaining on the road surface.

SLASH DISPOSAL - Slash disposal within the Density Management and Commercial Thin harvest units will consist of lop and scatter, hand pile and cover hand piles, and cover landing decks as described in SD-5 of the Special Provisions. Lop and scatter all slash located within one hundred (100) feet of roads where the road coincides with a density management or commercial thin harvest unit. A post logging assessment shall be conducted to determine treatment needs in all units. Units 9-1, 10-1, 10-2, 10-3, 11-1, 15-2, 15-5, 17-1, 17-2, 20-1, 20-2, 21-1, 21-2, 23-2, 23-3, 23-4, 24-1, 25-2, and 27-2 are along main travel routes and will be a higher priority for hand pile and cover treatments. The initial appraisal prescribed one hundred (100) acres of lop and scatter, and seventy seven (77) acres of hand pile and cover hand piles. Slash disposal within the Roadway Clearing Units will consist of approximately fourteen (14)

acres of biomass removal and/or chipping. See Exhibit C-11 for further details.

CONTRACT TERMINATION - A Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act, or comply with a court order. 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. All leave trees will be selected by the Purchaser through Designation by Description (DxD) criteria as outlined in Exhibit E, except Unit 9-1 which has already been blue marked (for cut tree removal), and except for the roadway clearing units which have already been blue marked (for cut tree removal).
3. This contract contains provisions (L-26M) requiring that prior to falling and removal of trees in Units 10-1, 10-2, 10-3, 11-1, 14-1, 14-2, 15-5, 17-1, 17-2, 20-1, 21-1, 21-2, 23-2, 23-3, 23-5, 24-1, and 25-2 as shown on Exhibit A, the Purchaser shall conduct a sample mark as outlined in Exhibit E. Sample area size shall be approximately one-half (½) acre. Identification of leave trees may be done by flagging or paint as approved by the Authorized Officer. Additional marking may be required based on the results of the sample mark. Upon acceptance of the sample mark by the Authorized Officer, the Purchaser may proceed with operations. Prior to falling and removal of trees in Units 13-1, 15-2, 20-2, 22-1, 23-4, and 27-2 as shown on Exhibit A, the Purchaser shall mark the entire unit as outlined in Exhibit E. Identification of leave trees may be done by paint as approved by the Authorized Officer. Upon acceptance of each harvest unit inspection by the Authorized Officer, the Purchaser may proceed with operations.
4. Purchaser should be aware that Logging residue reduction costs listed under SD-5 are in addition to costs associated with treating the slash from the roadway clearing units as assessed under Exhibit C-11. Refer to the appraisal for total assessed costs of logging residue reduction.
5. Temporary routes constructed or reconstructed and all skid trails and landings within two hundred five (205) feet of streams shall be discontinuously sub-soiled with winged ripper, seeded, water-barred, mulched, and blocked prior to October 15th during dry soil conditions upon completion of current harvest and slash disposal treatments.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – From Grants Pass, take Interstate 5 northbound. Take exit 76 to Wolf Creek. At off ramp take a right onto Coyote Creek Road (County Road 1200) or take a left at off ramp and turn right onto Old Highway 99, following through the town of Wolf Creek. Old Highway 99 turns into Frontage Road, continue on Frontage Road until reaching stop sign. At stop sign, turn right onto Speaker Road (County Road 1010). All timber sale units can be accessed either by Coyote Creek Road or by Speaker Road.

ENVIRONMENTAL ASSESSMENT - An environmental assessment DOI-BLM-M070-2012-0002-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.

P R O S P E C T U S

Lump Sum Sale
*** SBA Set-Aside Sale

BUTTE FALLS Resource Area
JACKSON MASTER UNIT

Medford Sale # 12-22
September 13, 2012 (TG)

4 VINE MAPLE, Jackson County, (6310) O&C, P.D.

BID DEPOSIT REQUIRED: \$ 55,400.00

All timber designated for cutting in SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Section 24, T.33 S., R.2E;; SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 25, T.33 S., R.2E; SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 29, T.33 S., R.3E; NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 30, T.33 S., R.3E; NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 31 T.33 S., R.3E; E $\frac{1}{2}$ SW $\frac{1}{4}$, Section 32, T.33 S., R.3E; S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Section 33, T.33 S., R.3E; SW $\frac{1}{4}$ NE $\frac{1}{4}$, LOT 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5, T.34 S., R.3E; NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 6, T.34 S., R.3E; SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 7, T.34 S., R.3E; NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 8, T.34 S., R.3E; 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
8993	1801	3862	Douglas-fir	2185	\$125.80	\$274,873.00
1046	41	114	Incense-cedar	51	\$81.50	\$4,156.50
1564	98	258	Ponderosa pine	126	\$30.20	\$3805.20
17	11	19	Sugar pine	14	\$31.30	\$438.20
12670	3551	7231	White fir	4360	\$61.80	\$269,448.00
137	15	35	Western Hemlock	19	\$43.80	\$832.20
24427	5517	11519	Totals	6755		\$553,553.10

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

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

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

CRUISE INFORMATION - Douglas-fir, White fir, Western Hemlock, Sugar Pine, Ponderosa Pine, and Incense Cedar have been cruised using the 3-P sampling methods to select sample trees. 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 15.9 inches DBHOB; the average gross merchantable log contains 74 bd. ft.; the total gross volume is approximately 7696 M bd. ft; and 88% recovery is expected(Average WF is 16.4 inches DBHOB; average gross merchantable log WF contains 82 bd. ft.).

Bidders will be restricted to bidding on a unit (MBF) rate of the White 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 – Nineteen (19) units containing four hundred and seventy nine (479) acres must be thinned, and four (4) temporary spur 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 M2000 with Plum Creek, Indian Hill, Silver Butte, Juniper Properties and Perpetua. Among other conditions, this agreement requires completion of a license agreement between the purchaser and permittee.

ROAD MAINTENANCE – The Purchaser will be required to maintain all the temp routes and existing decommissioned roads he constructs/reconstructs plus 29.44 miles of existing roads. The Purchaser will be required to pay a BLM rock wear obligation fee (\$7,913.61) and a private road use and rock wear fee per the license agreements (\$398.47) for a total of \$8,312.08, for the use of these 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.
- b. multi-span logging configurations (see skyline units listed under Other).

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 150 acres of lop and scatter, and 20 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. Units 31-1, 31-3B contain topography in some locations which will require multi-span skyline logging to achieve adequate suspension of logs during in-haul.
3. Mechanized equipment (feller-bunchers) may be used in all tractor units off designated skid trails with certain restrictions see Section 42 L-7MC.
4. There is a 44 foot log length restriction for all trees over twenty one (21) inch D.B.H.O.B.
5. 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.
6. Various seasonal restrictions are placed on this sale.
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 9 miles to

junction with BLM Road 34-3E-9.0. Turn left to access units in sections 5, 6, 7, 8, 31, and 32
From the junction of Butte Falls-Prospect Highway and BLM Road 34-3E-9.0, proceed north on
the Butte Falls-Prospect Highway for approximately 1.5 miles to the 33-3E-34 road ("A Rd" "B Rd"
Jct.). Turn left to access sections 24, 25, 29, 30, 31, and 33.

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.

OR110-5409-11 (2008)