

This advertisement includes:

- (1) 10-03, Tree Top Flyer Commercial Thinning 2,385 MBF
- (2) 10-08, Kryptonite Commercial Thinning 2,030 MBF

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
777 NW Garden Valley Blvd.  
Roseburg, Oregon 97471

Date: August 17, 2010

### 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 777 NW Garden Valley Blvd., Roseburg, Oregon 97471. The timber sale will commence at 10:00 a.m., on Tuesday, September 14, 2010.

AN ENVIRONMENTAL ASSESSMENT was prepared for these sales, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Roseburg District Office.

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 after the first publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in *The News Review* newspaper on or about August 17, 2010. 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 newspaper to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form No. 5440-9 at no 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.

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. Form No. 5430-1, Self Certification Statement, and SBA Form 723, Small Business Certification Required on All Preferential Sales of Set-Aside Timber, are attached hereto.

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

1. Form No. 1140-6, Independent Price Determination Certificate, 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 No. 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form No. 1140-8, Equal Opportunity Compliance Report Certification.
4. Form No. 5450-17, Export Determination.

PRE-AWARD QUALIFICATIONS. The high 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 fifteen (15) 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.

A PERFORMANCE BOND in an amount not less than twenty (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.

LOG EXPORT AND SUBSTITUTION. All timber sales 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 5420, as amended.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District 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 ten (10) percent of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

Attachments:

Notice to Bidders

Form No. 5440-9 Deposit and Bid for Timber/Vegetative Resource

Form No. 1140-4 Notice of Requirement for Certification of Nonsegregated Facilities

SBA Attachments:

Form No. 5430-1, Self Certification Clause

Form No. 723, Small Business Certification Required on All Preferential Sales of Set-Aside Timber

**Sale Date:** September 14, 2010

**(1) Roseburg Sale No. 10-03**  
**Douglas County, Oregon: O&C: Oral Auction**

**Sale Name:** Tree Top Flyer Commercial Thinning  
**Bid Deposit Required:** \$10,200.00

All timber designated for cutting on:

W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ ,  
SW $\frac{1}{4}$ SE $\frac{1}{4}$   
NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$   
SW $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$

Sec. 15, T. 30 S., R. 3 W., Willamette Meridian  
Sec. 21, T. 30 S., R. 3 W., Willamette Meridian  
Sec. 23, T. 30 S., R. 3 W., Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
16,680	1,930	4,358	Douglas-fir	2,362	\$42.40	\$100,148.80
74	12	27	Grand Fir	15	<b>\$31.20 *</b>	\$468.00
31	7	14	Incense-cedar	8	\$105.60	\$844.80
<b>16,785</b>	<b>1,949</b>	<b>4,399</b>		<b>2,385</b>		<b>\$101,461.60</b>

\* BLM appraised price per MBF is a minimum stumpage value.

#### CRUISE INFORMATION

The Douglas-fir has been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 12.8 D.B.H.O.B., the average log contains 43 bd. ft., the total gross volume is approximately 2,570 M bd. ft., and 93% recovery is expected.

CUTTING AREA: An area of approximately 170 acres in 6 units is to be partially cut. A right-of-way of 5 acres must be cut.

#### TIMBER ACREAGE:

Area 1: 22 acres	Area 5: 95 acres
Area 2: 6 acres	Area 6: 23 acres
Area 3: 11 acres	R/W: 5 acres
Area 4: 13 acres	

ACCESS: Access to the sale area is provided by Government and privately controlled roads. A road use fee of \$383.96 will be required.

DIRECTIONS TO SALE AREA: To access the Harvest Areas from Canyonville, Oregon, proceed east on the Tiller-Trail highway (County Road No. 1) for approximately (14.8) miles. From here:

Harvest Areas No. 1, 2 and 3: Turn left on BLM Road No. 30-3-28.0 and travel approximately 1.2 miles to the Contract Area. Refer to timber sale Exhibits A and D for further details.

Harvest Areas No. 4 and 5: Continue an additional 1.3 miles on Tiller-Trail Highway (County Road No. 1). Turn left onto BLM Road No. 30-3-34.1 and travel approximately 2.7 miles to the Contract Area. Refer to timber sale Exhibits A and D for further details.

Harvest Area No. 6: Continue an additional 3.2 miles on Tiller-Trail Highway (County Road No. 1). Turn left onto BLM Road No. 30-3-26.0. Travel approximately 0.9 miles then turn left onto BLM Road No. 30-3-23.0, and continue approximately 1.7 miles to the Contract Area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$12,809.74 will be required to be paid to the BLM. Maintenance and rockwear fees required to be paid to Seneca Jones Timber Co. will be at the same rate per mile per MBF as the BLM charges at time of haul. \$905.42 was used in the appraisal.

ROAD CONSTRUCTION: Estimates include: approximately 49+95 stations of road construction.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging, environmental protection, road construction, road use, road maintenance, fire protection, slash disposal, log exporting, and Nonsegregated Facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. 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.
2. 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.
3. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: (1) The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer; (2) Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned; (3) Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions; (4) The use of unilateral modifications executed by BLM for such additional and replacement timber; (5) Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and, (6) It is estimated that approximately 119 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.
4. No operations may be conducted on Harvest Area No. 3 between March 1 and July 15, both dates inclusive, of each calendar year due to the potential to disturb nesting spotted owls. If notice of intent to operate during the above time period is received in writing from the Purchaser by February 1 of each year, the restriction may be lifted by June 15 in any given year if surveys determine non-nesting or that no young have been produced. Refer to attached seasonal restriction matrix and Exhibit "E" for unit specifics.

**Note: Beginning March 1, 2012, Northern Spotted Owl surveys will be required for Harvest Areas No. 1, No. 2, No. 5, and No. 6, as well as associated road construction within T.30S., R.3W. Sections 15, 21, and 35 as shown on Exhibit A (if not yet harvested), due to the expiration of the two-year survey protocol.**

5. Those portions of all Harvest Areas accessed by rock roads are available as winter logging opportunities and may proceed after October 15<sup>th</sup> and continue until April 15<sup>th</sup> (onset of barkslip). Refer to attached seasonal restriction matrix for unit specifics.
6. Construction and decommissioning of Road No. 30-3-23.7 and Spur No. 1 and the forwarder swing road will be accomplished in the same operating season in which it is used for harvest activity. The Purchaser will be responsible for blocking and/or waterbarring all temporary access.
7. Cable yarding shall be done with a skyline yarding system capable of maintaining one-end suspension of logs, and equipped with a mechanical slack pulling carriage with a minimum of one hundred (100) feet of lateral yarding capability. Yarding corridors will be limited to a maximum width of twenty (20) feet. For Harvest Areas No. 1, No. 2, No. 3, No. 4 and No. 6 spar height cannot exceed forty (40) feet with a maximum power rating of 225 HP. For Harvest Area No. 5, spar height cannot exceed fifty-five (55) feet with a maximum power rating of 450 HP.
8. Cable yarding of all Harvest Areas may require the use of lift trees and/or intermediate support trees.
9. In all Harvest Areas, trees designated for cutting shall be felled, topped, limbed and cut in log lengths not to exceed **forty-one (41) feet prior to being yarded.**
10. To prevent the introduction of noxious weeds to the Contract Area, all logging and road building equipment, **except log trucks**, must be steam cleaned or pressure washed prior to initial move-in or upon return to the sale area if used elsewhere.
11. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.
12. Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
13. License agreements with Silver Butte Timber Co., Seneca Jones Timber Co., Thomas A. Stinchfield, and Roseburg Resources Co. are required for log and/or mineral haul upon their roads.
14. Harvest Area No. 1 will require “walking” a yarder up a ridge for a distance of approximately 2,000 feet. Within this stretch there are several sections with slopes in excess of 30%. A tractor/forwarder and/or yarder “swing” will be necessary to move logs from the end of the forwarder swing road shown on Exhibit “A”, down to Road No. 30-3-21.0 for loading.

**Seasonal Restriction Matrix**  
**Tree Top Flyer Commercial Thinning**  
**OR-10-TS10-03**

Restricted times are shaded

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June			July		Aug			Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	30	1	15	1	6	15	1	15	1	15	1	15	1	15
Unit 1	Falling and bucking <sup>2</sup>																										
	Cable yarding on unsurfaced swing road <sup>1,2</sup>																										
	Loading or hauling on rock road																										
Unit 2	Falling and bucking <sup>2</sup>																										
	Cable yarding on unsurfaced spur <sup>1,2</sup>																										
	Loading or hauling on unsurfaced spur <sup>1</sup>																										
	Cable yarding on rock road <sup>2</sup>																										
	Loading or hauling on rock road																										
Unit 3	Falling and bucking <sup>2,3</sup>																										
	Cable yarding on rock road <sup>2,3</sup>																										
	Loading or hauling on rock road																										
Unit 4	Falling and bucking <sup>2</sup>																										
	Cable yarding on rock road <sup>2</sup>																										
	Loading or hauling on rock road																										
Unit 5	Falling and bucking <sup>2</sup>																										
	Cable yarding on rock road <sup>2</sup>																										
	Loading or hauling on rock road																										
Unit 6	Falling and bucking <sup>2</sup>																										
	Cable yarding on unsurfaced spur <sup>1,2</sup>																										
	Loading or hauling on unsurfaced spur <sup>1</sup>																										
	Cable yarding on rock road <sup>2</sup>																										
	Loading or hauling on rock road																										
All areas	Road construction <sup>1</sup>																										

<sup>1</sup>Wet season restrictions may be shortened or extended depending on weather conditions.

<sup>2</sup>Bark slip seasonal restrictions may be conditionally waived.

<sup>3</sup>Northern Spotted Owl disturbance restrictions may be lifted by June 15 if surveys determine non-nesting.

### **Notice to Bidders**

On December 17, 2009, the District Court for the District of Western Washington issued an Order in the lawsuit over 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.

The Court acknowledged that there remain substantive issues beyond the NEPA claims before the court for which resolution is likely to affect the appropriate remedy. The Court declined to address remedy at the time of issuing the Order and requested parties confer about appropriate case management in light of the Order and submit briefing schedules. There is still ongoing litigation related to the 2007 RODs and remedy is yet to be determined.

The BLM will proceed to offer for bid Tract No. **10-03, Tree Top Flyer Commercial Thinning**. Although it is not known at this time what the remedy associated with the December 2009 Order will be, this notice is given to advise all bidders that significant delays may occur before award of the sale or before any operations may be undertaken on this tract, and it is possible the sale may never be awarded. Operations may also be suspended after on-site activity has begun.

To ensure that this notice is understood, the high bidder for this tract will be required to acknowledge receipt of a copy of this notice.

### **ACKNOWLEDGEMENT**

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I acknowledge receipt of a copy of this notice and understand that because of the December 2009 Order, any decision to award Tract No. **10-03, Tree Top Flyer Commercial Thinning**, may be significantly delayed, or operations suspended, and that the United States has authority under 43 CFR § 5442.3 to reject all bids if this is found to be in the interest of the Government.

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Signature

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

Date: \_\_\_\_\_

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 Nonsegregated 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.

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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.



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

**LUMP SUM SALE**

Tract Number  
(1) 10-03

Sale Name  
Tree Top Flyer Commercial Thinning

Sale Notice (dated)  
Aug. 17, 2010 (sale date 09/14/10)

BLM District  
Roseburg☐ Sealed Bid for Sealed Bid Sale

☒ Written Bid for Oral Auction Sale

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposited is \$ 10,200.00 and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft  
☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury  
☐ guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

### BID SCHEDULE — LUMP SUM SALE

**NOTE: Bidders should carefully check computations in completing the Bid Schedule**

BID SUBMITTED			(Est. Volume MBF 16' Log)		ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	2,362	X _____ = _____		X _____ = _____	
Grand Fir	MBF	15	X _____ = _____		X _____ = _____	
Incense-cedar	MBF	8	X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
TOTAL PURCHASE PRICE						

(Continued on reverse)

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

*(Check appropriate box, sign in ink, and complete the following)*

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	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.	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
Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period for tract.	
The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that: This information is being collected to obtain data relevant to the operation of this timber sale contract. This information will be used to administer our timber sale program. Response to this request is required to obtain a benefit.	

## 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 timer or vegetative resources.

## BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr. 15 min. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W. Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0113), Washington, D.C. 20503.

## 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.\*

\*Applies to Timber Only

7. **BID DEPOSIT** — All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior—BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department\*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** — Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** — To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

### 10. PERFORMANCE BOND —

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.\*

11. **PAYMENT BOND** — If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.\*

12. **PAYMENT OF PURCHASE PRICE** — For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** — Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** — If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

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 Num-

ber 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.

## SBA SET-ASIDE SALE

Sale Date: September 14, 2010

(2) Roseburg Sale No. 10-08

Douglas County, Oregon: O&C: Oral Auction

Sale Name: Kryptonite Commercial Thinning

Bid Deposit Required: \$7,300.00

All timber designated for cutting on:

Unnumbered lot in the NW $\frac{1}{4}$  NW $\frac{1}{4}$ , NE $\frac{1}{4}$  NW $\frac{1}{4}$   
Lots 1, 6, 7, 8, 10, 11, 12, 13, 14 & 15

Sec. 19, T. 29 S., R. 6 W., Willamette Meridian  
Sec. 13, T. 29 S., R. 7 W., Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
16,051	1,481	3,358	Douglas-fir	1,783	\$36.40 *	\$64,901.20
1,224	182	405	Grand Fir	225	\$31.40 *	\$7,065.00
179	11	27	Incense-cedar	14	\$53.20	\$744.80
141	6	15	Ponderosa Pine	8	\$22.60 *	\$180.80
17,595	1,680	3,805		2,030		\$72,891.80

\* BLM appraised price per MBF is a minimum stumpage value.

THIS IS A TIMBER SALE SET-ASIDE FOR PREFERENTIAL BIDDING BY SMALL BUSINESS CONCERNS HAVING 500 OR FEWER EMPLOYEES AS DEFINED BY THE SMALL BUSINESS ADMINISTRATION.

### CRUISE INFORMATION

The Douglas-fir has been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume.

The volume of all other species has been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 11.8 D.B.H.O.B., the average log contains 37 bd. ft., the total gross volume is approximately 2,162 M bd. ft., and 94 % recovery is expected.

CUTTING AREA: An area of approximately 154 acres in 5 units is to be partially cut. A right-of-way of 2 acres must be cut.

### TIMBER ACREAGE:

Area 1: 15 acres	Area 5: 47 acres
Area 2: 20 acres	R/W: 2 acres
Area 3: 23 acres	
Area 4: 49 acres	

ACCESS: Access to the sale area is provided by Government and privately controlled roads. A road use fee of \$9,068.38 will be required.

DIRECTIONS TO SALE AREA: To access the Harvest Areas from Winston, Oregon, proceed south on S. Main Street/ OR99 (County Road No. 387) for approximately 1.9 miles. Then turn right on Brockway Road. From here:

Harvest Areas No. 1, 2, 3, and 4: Travel on Brockway Road for approximately (.4 miles), and then turn left onto Kent Creek Rd. which turns into BLM Road No. 29-7-12.0. Travel approximately 4.4 miles to the Contract Area. Refer to timber sale Exhibits A and D for further details.

Harvest Area No. 5: Travel on Brockway Rd. for approximately (.2 miles). Turn left onto Willis Creek Rd. and travel approximately 1.3 miles, then turn right onto Rice Creek Rd. Continue on Rice Creek Rd. approximately 3.5 miles and turn right onto BLM Road No. 29-6-20.2. Follow BLM Road No. 29-6-20.2 approximately 1.2 miles to the Contract Area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$4,019.30 will be required to be paid to the BLM. Maintenance and rockwear fees required to be paid to Roseburg Resources Co. and Seneca Jones Timber Co. will be at the same rate per mile per MBF as the BLM charges at time of haul. \$3,909.55 was used in the appraisal.

ROAD CONSTRUCTION: Estimates include: approximately 31+35 stations of road construction and 13+90 stations of road renovation.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging, environmental protection, road construction, road use, road maintenance, fire protection, slash disposal, log exporting, and Nonsegregated Facilities. Log scaling may be required under the terms of this contract.

#### NOTES:

1. 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 Roseburg 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.

2. 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.
3. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: (1) The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer; (2) Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned; (3) Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions; (4) The use of unilateral modifications executed by BLM for such additional and replacement timber; (5) Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and, (6) It is estimated that approximately 102 MBF of such additional timber

may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.

**Note: Beginning March 1, 2013, Northern Spotted Owl surveys will be required for all Harvest Areas due to the expiration of the two-year survey protocol.**

4. Harvest Area No. 4 (portion) and Harvest Area No. 5 are available as winter logging opportunities and may proceed after October 15<sup>th</sup> and continue until April 15<sup>th</sup> (onset of barkslip). Refer to attached seasonal restriction matrix for unit specifics.
5. Harvest Areas No. 1, No. 2, No. 3, and No. 4 (portion) are accessed by unsurfaced and inadequately surfaced roads. No yarding, loading, or hauling shall be conducted on those Harvest Areas or portions thereof between October 15 of one calendar year and July 15 of the following calendar year, both days inclusive. Refer to attached seasonal restriction matrix for unit specifics.
6. Construction and decommissioning of Spurs No. 1, No. 2, and No. 3 will be accomplished in the same operating season in which it is used for harvest activity. The Purchaser will be responsible for blocking and/or waterbarring all temporary access.
7. The "optional operator spur" in Harvest Area No. 5 must be constructed between May 15 and October 15. If the Purchaser plans to use this optional access between October 15 and May 15, the spur must be rocked. Since this would be considered temporary access, the Purchaser will be responsible for blocking and/or waterbarring.
8. Cable yarding shall be done with a skyline yarding system capable of maintaining one-end suspension of logs, and equipped with a mechanical slack pulling carriage with a minimum of one hundred (100) feet of lateral yarding capability. Yarding corridors will be limited to a maximum width of twenty (20) feet. Spar height cannot exceed forty (40) feet with a maximum power rating of 225 HP.
9. Cable yarding of all Harvest Areas may require the use of lift trees and/or intermediate support trees.
10. In all Harvest Areas, trees designated for cutting shall be felled, topped, limbed and cut in log lengths not to exceed **forty-one (41) feet prior to being yarded.**
11. To prevent the introduction of noxious weeds to the Contract Area, all logging and road building equipment, **except log trucks**, must be steam cleaned or pressure washed prior to initial move-in or upon return to the sale area if used elsewhere.
12. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.
13. Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
14. License agreements with Seneca Jones Timber Co. and Roseburg Resources Co. are required for log and/or mineral haul upon their roads.

**Seasonal Restriction Matrix**  
**Kryptonite Commercial Thinning**  
**OR-10-TS10-08**

Restricted times are shaded

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June			July		Aug			Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	30	1	15	1	6	15	1	15	1	15	1	15	1	15
Unit 1	Falling and bucking <sup>2</sup>																										
	Cable yarding on rock road <sup>1,2</sup>																										
	Loading or hauling on rock road <sup>1</sup>																										
Unit 2	Falling and bucking <sup>2</sup>																										
	Cable yarding on unsurfaced spur <sup>1,2</sup>																										
	Loading or hauling on unsurfaced spur <sup>1</sup>																										
	Cable yarding on rock road <sup>1,2</sup>																										
	Loading or hauling on rock road <sup>1</sup>																										
Unit 3	Falling and bucking <sup>2</sup>																										
	Cable yarding on unsurfaced spur <sup>1,2</sup>																										
	Loading or hauling on unsurfaced spur <sup>1</sup>																										
	Cable yarding on rock road <sup>1,2</sup>																										
	Loading or hauling on rock road <sup>1</sup>																										
Unit 4	Falling and bucking <sup>2</sup>																										
	Cable yarding on unsurfaced spur <sup>1,2</sup>																										
	Loading or hauling on unsurfaced spur <sup>1</sup>																										
	Cable yarding on rock road <sup>2</sup>																										
	Loading or hauling on rock road																										
Unit 5	Falling and bucking <sup>2</sup>																										
	Cable yarding on rock road <sup>2</sup>																										
	Loading or hauling on rock road																										
All areas	Road construction/ renovation <sup>1</sup>																										

<sup>1</sup>Wet season restrictions may be shortened or extended depending on weather conditions.

<sup>2</sup>Bark slip seasonal restrictions may be conditionally waived.



### **Notice to Bidders**

On December 17, 2009, the District Court for the District of Western Washington issued an Order in the lawsuit over 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.

The Court acknowledged that there remain substantive issues beyond the NEPA claims before the court for which resolution is likely to affect the appropriate remedy. The Court declined to address remedy at the time of issuing the Order and requested parties confer about appropriate case management in light of the Order and submit briefing schedules. There is still ongoing litigation related to the 2007 RODs and remedy is yet to be determined.

The BLM will proceed to offer for bid Tract No. **10-08, Kryptonite Commercial Thinning**. Although it is not known at this time what the remedy associated with the December 2009 Order will be, this notice is given to advise all bidders that significant delays may occur before award of the sale or before any operations may be undertaken on this tract, and it is possible the sale may never be awarded. Operations may also be suspended after on-site activity has begun.

To ensure that this notice is understood, the high bidder for this tract will be required to acknowledge receipt of a copy of this notice.

### **ACKNOWLEDGEMENT**

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I acknowledge receipt of a copy of this notice and understand that because of the December 2009 Order, any decision to award Tract No. **10-08, Kryptonite Commercial Thinning**, may be significantly delayed, or operations suspended, and that the United States has authority under 43 CFR § 5442.3 to reject all bids if this is found to be in the interest of the Government.

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Signature

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

Date: \_\_\_\_\_

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 Nonsegregated 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.

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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.

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

## LUMP SUM SALE

Tract Number  
(2) 10-08

Sale Name  
Kryptonite Commercial Thinning

Sale Notice (dated)  
Aug. 17, 2010 (sale date 09/14/10)

BLM District  
Roseburg☐ Sealed Bid for Sealed Bid Sale

☒ Written Bid for Oral Auction Sale

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated timber/vegetative resource on the tract specified above.

Required bid deposited is \$ 7,300.00 and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft  
☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury  
☐ guaranteed remittance approved by the authorized officer.

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

## BID SCHEDULE — LUMP SUM SALE

**NOTE: Bidders should carefully check computations in completing the Bid Schedule**

BID SUBMITTED			(Est. Volume MBF 16' Log)	ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY		UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	1,783	X _____ = _____		
Grand Fir	MBF	225	X _____ = _____		
Incense-cedar	MBF	14	X _____ = _____		
Ponderosa Pine	MBF	8	X _____ = _____		
			X _____ = _____		
			X _____ = _____		
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			X _____ = _____		
			X _____ = _____		
			X _____ = _____		
<b>TOTAL PURCHASE PRICE</b>					

(Continued on reverse)

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

*(Check appropriate box, sign in ink, and complete the following)*

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	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.	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
Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period for tract.	

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that:

This information is being collected to obtain data relevant to the operation of this timber sale contract.

This information will be used to administer our timber sale program.

Response to this request is required to obtain a benefit.

## 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 timer or vegetative resources.

## BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr. 15 min. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W. Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0113), Washington, D.C. 20503.

## 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.\*

\*Applies to Timber Only

7. **BID DEPOSIT** — All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior—BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department\*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. **AWARD OF CONTRACT** — Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** — To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

### 10. PERFORMANCE BOND —

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) Any guaranteed remittance approved by the Authorized Officer.

(b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.\*

11. **PAYMENT BOND** — If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.\*

12. **PAYMENT OF PURCHASE PRICE** — For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.

13. **LIQUIDATED DAMAGES** — Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.

14. **NINETY-DAY SALES** — If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

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 Num-

ber 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.

Form 5430-1  
(May 1965)  
(formerly 4-1560)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

SELF CERTIFICATION CLAUSE  
BIDDERS STATEMENT

The bidder represents that he ☐ is ☐ is not a small business concern as defined by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations, as amended.

(Date)

(Signature of Bidder)

Title 18 USC, sec. 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction

INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders *must* certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date *must be the same*.

A Self Certification Clause *must* accompany the deposit to qualify for *each* set-aside sale. After a sale award is made,

The Self Certification Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be re-submitted to qualify for other set-aside sales offered on the *same* date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.

Agency Forest

USDI - Bureau of Land Management  
Roseburg District Office

Sale Name

Roseburg Sale No. 10-08  
Kryptonite Commercial Thinning



**SMALL BUSINESS CERTIFICATION REQUIRED ON  
ALL PREFERENTIAL SALES OF SET-ASIDE TIMBER**

The purchaser certifies, at the time of executing timber sale Contract No. OR10-TS10-08 Kryptonite CT, to which this statement is annexed, that in accordance with the Rules and Regulations (13 CFR 121) of the Small Business Administration (SBA):

1. His firm (a) is primarily engaged in the logging or forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) employs, together with its affiliates, 500 or fewer persons.

2. (a) He agrees not to sell and/or exchange more than 30 percent (50 percent in the case of Alaska) of the timber of log volume from this preferential sale to concerns not meeting SBA's small business size standard. Such timber and log volume comprises logs, bolts and pieces that are suitable for manufacture into lumber dimension and/or veneer and normally appraised as such. Timber and log volume of the preferential sale includes the contract rights, standing and down trees or portions thereof.

(b) Whenever he does sell and/or exchange timber or logs from this preferential sale, records of such transactions will be maintained for a period of three years showing the name, address, and SBA size status (i.e., whether large or small) of each concern to whom the timber or logs were sold or disposed and the species, grades and volumes involved. In the event of such sale or sales, purchaser shall also require other purchasers to maintain similar records for a period of three years (OMB Approval No. 0596-0021). A signed certificate similar to this one will be obtained from each party buying such timber and will be retained for review in event of investigation.

(c) If his concern is purchased by, becomes controlled by, or merged with a large business, so much of such timber and log volume from this preferential sale as is necessary will be sold (not bartered) to one or more small businesses for compliance with the 30 percent (50 percent in the case of Alaska) restriction.

3. He agrees that if he utilizes log volume from this preferential sale in the manufacture of a product, such manufacture will be done with his own facilities or those of another concern that qualifies as a small business.

4. He understands that in addition to other penalties which may be imposed for violating the foregoing, he may be declared ineligible to participate in future Federal timber sales.

Signed \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_