

This advertisement includes:

Tract 1 - Bogey Gap C.T.

2,690 MBF

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
777 NW Garden Valley Blvd.
Roseburg, Oregon 97470

Date: January 23, 2007

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 97470. The timber sale will commence at 10:00 a.m., on Tuesday, February 20, 2007.

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 January 23, 2007. 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. Since bidding on minor species usually has little effect on the final outcome of a sale and can be disruptive to the bidding process, BLM will accept bids over appraised price for Douglas-fir only.

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. 5430-1 Self Certification Clause
5. 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:

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

Form No. 1140-6 Independent Price Determination Certificate

Form No. 1140-7 Equal Opportunity Affirmative Action Program Representation

Form No. 1140-8 Equal Opportunity Compliance Report Certification

Form No. 5430-1 Self Certification Clause

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

Form No. 5450-17 Export Determination

Sale Date: February 20, 2007

(1) ROSEBURG SALE NO. 07-02 **SALE NAME:** BOGEY GAP DENSITY MANAGEMENT
 DOUGLAS COUNTY, OR: O&C & CBWR: ORAL AUCTION: **BID DEPOSIT:** \$14,700.00

All timber designated for cutting on:

Lot 2, S½NE¼, SE¼NW¼, NE¼SW¼, S½SW¼, SE¼ Sec. 3 T. 29 S. R. 9 W., W.M.
 Lots 2, 3 & 4, SW¼NW¼, NW¼SW¼ Sec. 15 T. 29 S. R. 9 W., W.M.

Approx. Number Merch. Trees	Est. Vol. MBF	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF	Appraised Price Per MBF	Est. Vol. times Appraised Price
	32' Log			16' Log		
16,675	1,769	4,067	Douglas-fir	2,137	\$ 60.40	\$129,074.80
4,789	422	1,025	Western Hemlock	524	\$ 26.50	\$ 13,886.00
539	21	51	Port Orford Cedar	26	\$130.20	\$ 3,385.20
63	2	6	Western Redcedar	3	\$189.50	\$ 568.50
<u>22,066</u>	<u>2,214</u>	<u>5,149</u>		<u>2,690</u>		<u>\$146,914.50</u>

CRUISE INFORMATION

3P (Volume Table Cruise)

The Douglas-fir and Western Hemlock have 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. This volume is then expanded to a total sale volume. A map showing the location of these sample trees is available at the Roseburg District Office.

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

There are no unmerchantable trees designated for cutting. With respect to merchantable trees of all species: the average tree is 12.5 D.B.H.O.B., the average log contains 40 bd. ft., the total gross volume is approximately 2,837 M bd. ft., and 95% recovery is expected.

CUTTING AREA: An area of approximately 174 acres in 9 units is to be partially cut. A right-of-way of 1 acre must be cut.

TIMBER ACREAGE:

Area 1: 12 acres	Area 6: 5 acres
Area 2: 24 acres	Area 7: 24 acres
Area 3: 27 acres	Area 8: 39 acres
Area 4: 22 acres	Area 9: 2 acres
Area 5: 19 acres	R/W: 1 acre

ACCESS: Access to the sale area is provided by Government controlled roads.

DIRECTIONS TO SALE AREA: From Roseburg take Garden Valley Boulevard west to its junction with Douglas County Road No. 167 (Melrose Road). Turn left onto County Road No. 167 which turns into County Road No. 13. Follow County Road No. 13 to its junction with Douglas County Road No. 51 (Flournoy Valley Rd.). Proceed on County Road No. 51 to its junction with Douglas County Road No. 5B (Coos Bay Wagon Road). Turn right and proceed west on County Road No. 5B to its junction with Douglas County Road No. 112 (also Coos Bay Wagon Road). Continue west on County Road No. 112 to its junction with BLM Road No. 28-8-18.0 (Weaver Road). Turn left and follow the 18.0 road for approximately four and five tenths (4.5) miles to its junction with Road No. 28-9-35.0. Turn left on the 35.0 road and proceed approximately one and eight tenths (1.8) miles to the contract area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$14,743.13 will be required to be paid to the BLM.

ROAD CONSTRUCTION: Estimates include construction of the following types of roads: 7.0 stations of 14-foot subgrade, no ditch; 2.3 stations of 18-foot subgrade plus ditch; 15.5 stations of road renovation of 14-foot subgrade, no ditch; 22.2 stations of road renovation of 16-foot subgrade plus ditch; and 46.3 stations of road renovation of 18-foot subgrade plus ditch.

DURATION OF CONTRACT will be 24 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging, environmental protection, road construction, road renovation, 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 Special Provision is included in the contract which enables the Contracting Officer to suspend the contract to facilitate protection of a certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act or a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which may not have been amortized by timber removed from the contract area.
2. 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 **135** 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.

3. The following seasonal operating restrictions apply to this sale.
 - (a) No road construction or renovation shall be conducted between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive.
 - (b) No timber falling, bucking or yarding shall be conducted on the Contract Area from April 15 to July 15 of each calendar year, both days inclusive, due to bark slip.
 - (c) No timber yarding, loading or hauling shall be conducted on those portions of the Contract Area accessed by temporary roads from October 15 of one calendar year to July 15 of the following calendar year, both days inclusive.
 - (d) For **portions** of Harvest Areas No. 1, No. 2, No. 3, No. 5, No. 6 and No. 7 as well as Spur No. 1 and Road No. 29-9-15.3 Segment A, no operations may be conducted from April 1 to August 5, both days inclusive, of each calendar year due to the potential disruption of nesting Marbled Murrelets. In addition, daily operating restrictions will be in effect from August 6 to September 15, both days inclusive, of each calendar year. During this period, all operations shall be scheduled from two (2) hours after sunrise to two (2) hours before sunset.
 - (e) In regards to the potential to disturb nesting spotted owls the following restrictions apply:
 - (1) No operations may be conducted on portions of Harvest Areas No. 1, No. 2, No. 3, No. 5, No. 6, and No. 7 as well as Spur No. 1 and Road No. 29-9-15.3 Segment A between **March 1 and June 30**.
 - (2) No operations may be conducted on Harvest Areas No. 8 and No. 9 as well as Spurs No. 2 and No. 3 between **March 1 and September 30**.
- All above dates are inclusive and apply to each calendar year. If notice of intent to operate during either of the above time periods 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. **Note: If surveys conducted in spring 2007 are negative, then NSO restrictions no longer apply for the remainder of the contract period.**
4. **Portions of Harvest Areas No. 1 thru No. 8 are available as winter logging opportunities and may proceed after October 15th and continue until either March 1st or April 15th.** Refer to attached seasonal restriction matrix and Exhibit "E" for unit specifics.
5. Construction or renovation and decommissioning of Spurs **No. 1, No. 2 and No. 3** will be accomplished in the same operating season in which they are used for harvest activity. **BLM will perform all decommissioning operations.**
6. 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 fifteen (15) feet. Spar height cannot exceed forty (40) feet with a maximum power rating of 225 HP.

7. Cable yarding portions of all Harvest Areas may require the use of lift trees and/or intermediate support trees.
8. A **harvester/forwarder** system is **required** where ground based logging is designated on the Exhibit "A". Although not shown on Exhibit "A", additional ground based area within the Harvest Areas may be available where slopes are thirty-five (35) percent or less.
9. In the **cable yarding portions** of the Harvest Areas all trees designated for cutting shall be felled, topped, limbed and cut in log lengths not to exceed **forty (41) feet prior to being yarded**. In the **ground based portions** of Harvest Areas No. 2 and No. 3 all trees designated for cutting shall be felled, topped, limbed and cut into log lengths not to exceed **twenty-one (21) feet** before being yarded.
10. To prevent the introduction of noxious weeds or Port Orford cedar disease 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. During logging operations, the Purchaser shall keep Roads No. 28-9-35.0 and No. 29-9-36.0 where they pass through the contract area, clear of trees, rock, dirt and other debris so far as is practicable. The road shall not be blocked by such operations for more than **thirty (30) minutes** unless otherwise approved by the Authorized Officer.
14. Flaggers are required to control traffic on Road No. 28-9-35.0 and No. 29-9-36.0 whenever falling or yarding operations pose a hazard to traffic passing through the Harvest Areas.
15. Any damage occurring to the bituminous surfacing of Roads No. 28-9-35.0 and No. 29-9-36.0 as a result of logging operations will be repaired at the Purchaser's expense.
16. Snow removal will be performed by the BLM upon request by the Purchaser.

Seasonal Restriction Matrix

Sheet 1 of 3

Bogey Gap Density Management

OR-10-TS07-02

- Restricted Times Are Darkly Shaded
- Daily Operating Restrictions (DOR) are Lightly Shaded
(operations must begin two hours after sunrise and must conclude two hours before sunset)

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	1	15	1	6	15	1	15	1	15	1	15	1	15
Unit 1	Falling and bucking ^{2,4}																D	O	R							
	Cable yarding on rock or asphalt road ^{2,4}																D	O	R							
	Loading or hauling on rock or asphalt road																									
	Cable yarding on unsurfaced temporary roads ^{1,2,4}																	D	O	R						
	Loading or hauling on unsurfaced temporary roads ¹																									
Unit 2	Falling and bucking ^{2,4}																D	O	R							
	Ground-based yarding ^{1,2,3,4}																D	O	R							
	Cable yarding on rock or asphalt road ^{2,4}																D	O	R							
	Loading or hauling on rock or asphalt road																									
Unit 3	Falling and bucking ^{2,4}																D	O	R							
	Ground-based yarding ^{1,2,3,4}																D	O	R							
	Cable yarding on rock or asphalt road ^{2,4}																D	O	R							
	Loading or hauling on rock or asphalt road																									
Unit 4	Falling and bucking ²																									
	Cable yarding on rock road ²																									
	Loading or hauling on rock or asphalt road																									

¹Wet season restrictions may be shortened or extended depending on weather conditions.

²Bark slip seasonal restrictions may be conditionally waived.

³Some areas designated for ground-based yarding could be cable yarded, thus negating the need for wet season restrictions.

⁴Refer to **Exhibit E** for restricted portions of unit in regards to Northern Spotted Owl and Marbled Murrelet disruption.

Seasonal Restriction Matrix

Sheet 2 of 3


Bogey Gap Density Management

OR-10-TS07-02

- Restricted Times are Shaded

- Daily Operating Restrictions (DOR) are Lightly Shaded

(operations must begin two hours after sunrise and must conclude two hours before sunset)

 Northern Spotted Owl disturbance restrictions may be lifted after June 15, 2007 if surveys determine non-nesting

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	1	15	1	6	15	1	15	1	15	1	15	1	15	1
Unit 5	Falling and bucking ^{2,4}																										
	Cable yarding on rock road ^{2,4}																										
	Loading or hauling on rock road																										
	Right-of-way logging and clearing ¹																										
Unit 6	Falling and bucking ^{2,4}																										
	Cable yarding on rock road ^{2,4}																										
	Loading or hauling on rock road																										
Unit 7	Falling and bucking ^{2,4}																										
	Cable yarding on rock or asphalt road ^{2,4}																										
	Loading or hauling on rock or asphalt road																										
Unit 8	Falling and bucking ²																										
	Cable yarding on asphalt road ²																										
	Loading or hauling on asphalt road																										
	Cable yarding on unsurfaced temporary roads ^{1,2}																										
	Loading or hauling on unsurfaced temporary roads ¹																										
Unit 9	Right-of-way logging and clearing ¹																										
	Falling and bucking ²																										
	Cable yarding on unsurfaced temporary roads ^{1,2}																										
	Loading or hauling on unsurfaced temporary roads ¹																										

¹Wet season restrictions may be shortened or extended depending on weather conditions.

²Bark slip seasonal restrictions may be conditionally waived.

³Some areas designated for ground-based yarding could be cable yarded, thus negating the need for wet season restrictions.

⁴Refer to **Exhibit E** for restricted portions of unit in regards to Northern Spotted Owl and Marbled Murrelet disruption.

Seasonal Restriction Matrix

Sheet 3 of 3

Bogey Gap Density Management

OR-10-TS07-02

- **Restricted Times are Shaded**

- Daily Operating Restrictions (**DOR**) are Lightly Shaded

(operations must begin two hours after sunrise and must conclude two hours before sunset)

■ Northern Spotted Owl disturbance restrictions may be lifted after June 15, 2007 if surveys determine non-nesting

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	1	15	1	6	15	1	15		15		15		15	
Spur 1	Road renovation ^{1,4}																										
Spur 2	Road construction ^{1,4}																										
Spur 3	Road renovation ^{1,4}																										
Road No. 29-9-3.4B	Road construction ¹																										
Road No. 29-9-15.3A	Road renovation ^{1,4}																										

¹Wet season restrictions may be shortened or extended depending on weather conditions.

²Bark slip seasonal restrictions may be conditionally waived.

³Some areas designated for ground-based yarding could be cable yarded, thus negating the need for wet season restrictions.

⁴Refer to **Exhibit E** for restricted portions of unit in regards to Northern Spotted Owl and Marbled Murrelet disruption.

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.

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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Bid, invitation number, or other
identification

Roseburg Sale No. 07-02
Bogey Gap Commercial Thinning

Bid date

February 20, 2007

INDEPENDENT PRICE DETERMINATION CERTIFICATE

Bidder or offeror (*name*)

Address (*include zip code*)

Specify government-owned property bid on (*item*)

Lot 2, S½NE¼, SE¼NW¼, NE¼SW¼, S½SW¼, SE¼
Lots 2, 3 & 4, SW¼NW¼, NW¼SW¼

Sec. 3 T. 29 S. R. 9 W., W.M.
Sec. 15 T. 29 S. R. 9 W., W.M.

A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale:

1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. Each person signing this bid or proposal certifies that:

1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and

will not participate, in any action contrary to A. 1 through 3 above; or

2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and

(ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above.

C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

D. A bid or proposal will not be considered for award where A. 1, 3, or B., above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, determines that such disclosure was not made for the purpose of restricting competition.

(Signature of Authorized Officer)

Name and Title (*type or print*)

INSTRUCTIONS

Submit a properly completed and signed original copy of this form, with offers or bids for sales of all government-owned property to Bureau of Land Management as follows:

- A. Include with sealed bids, written quotations and written offers.
- B. At auction, at close of bidding and before award of spot bid sale.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0071
Expires: April 30, 1985

**EQUAL OPPORTUNITY
AFFIRMATIVE ACTION PROGRAM REPRESENTATION**

Solicitation, Serial, or Company
Miscellaneous and Sale Number.

BIDDER, OFFEROR, OR APPLICANT REPRESENTS THAT:

- 1. He *has* developed and *has* on file;
- He *has not* developed and *does not* have on file at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); *

OR

- 2. He *has not* previously had a contract, lease, license, or permit subject to the affirmative action program requirement of the rules and regulations of the Secretary of Labor. *

The above representation need be checked only if this is a solicitation for a nonconstruction purchase contract in excess of \$10,000; or an application for a lease, license, or permit; or a bid on a sale of mineral materials or forest or vegetative products; wherein the total value of royalties or other payments to the Government will be in excess of \$10,000.

** Written affirmative action programs are required of nonexempt firms having 50 or more employees; and (a) a nonconstruction purchase contract of \$50,000 or more, or (b) a lease, license, permit, or sales contract with a total value of royalties or other payments to the Government of \$50,000 or more.*

(Name of Bidder)

(Signature of Authorized Officer)

(Title)

(Date)

Title 18 U.S.C. Section 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.

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

This information is collected to comply with regulations in 41 CFR 60.

This information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0071
Expires: April 30, 1985

**EQUAL OPPORTUNITY
COMPLIANCE REPORT CERTIFICATION**

Bid, invitation or other identification number
(include company miscellaneous and sale no.)
ROSEBURG SALE NO. 07-02
SALE DATE: February 20, 2007
**BOGEY GAP COMMERCIAL
THINNING**

In accordance with 41 CFR 60-1.7(b) and Executive Order No. 11246 of September 24, 1965, as amended, the following certification will be completed by prospective contractors and subcontractors.

1. Have you participated in any contractual agreement which contained the Equal Opportunity Clause? Yes No
(If "yes" answer question 2)

2. Were you required pursuant to the regulations on Equal Opportunity (41 CFR 60-1) to file a compliance report * as a result of such contractual agreements? Yes No (If "yes" answer question 3)

3. Did you file the compliance report as required? Yes No

In the event any work under this proposed contractual agreement is subcontracted, I will secure this same certification (paragraphs 1 through 3 hereof) from proposed subcontractors prior to award of any subcontract.

(Name of Bidder)

(Signature of Authorized Officer)

(Title)

(Date)

*All employers with 50 or more employees who are covered by Executive Order No. 11246, i.e., holders of Federal Government contracts, subcontracts, or Federally assisted construction contracts or subcontracts, amounting to more than \$50,000;

And holders of Federal Government bills of lading, depositories of Federal Government funds, or issuing and paying agents of U.S. Savings Bonds and Notes in any amount are required to file SF-100.

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

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

Information is collected to comply with Regulations in 41 CFR 60.

Information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

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.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0113
Expires: July 31, 1992

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

LUMP SUM SALE

Tract Number

Sale Name

Sale Notice (dated)

BLM District

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 \$ _____ 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					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
			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	=
			X	=	X	=
			X	=	X	=
				TOTAL PURCHASE PRICE		

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.

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

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INSTRUCTIONS TO BIDDERS

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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.

Roseburg Sale No. 07-02
Sale Date: February 20, 2007
Bogey Gap Commercial Thinning

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EXPORT DETERMINATION

Location of facility where Federal Timber is expected to be processed.

Roseburg

INSTRUCTIONS

Timber sale applicant forwards information to authorized officer.

In compliance with requirements of 43 CFR 5424.1, I We hereby submit the following information:

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

Yes No (If "Yes", give date of last export sale.)

a. Export (date)

(2) Provide names of affiliates * who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

a. Affiliate	_____	Export date	_____
b. Affiliate	_____	Export date	_____
c. Affiliate	_____	Export date	_____

*See 43 CFR 5424.0-5

Name of Firm

Signature of Signing Officer

Title

Date

(See statement on reverse)

Form 5450-17 (August 1987)

The Bureau of Land Management collects this information pursuant to the law (see 43 CFR 5400.0-3(c)).

The Bureau of Land Management uses the information to determine whether Federal timber has been substituted for exported private timber (see 43 CFR 5400.0-5(n) and 5424.0-6(c)(2)).

A Bureau of Land Management timber purchaser is obligated to report this information under provisions of the above-numbered contract (see 43 CFR 5424.1).