

This Advertisement includes:

Date Mailed:
July 24, 2014

1. Rockstar Salvage- #14-12

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT OFFICE
3040 BIDDLE ROAD
MEDFORD, OREGON 97504
www.or.blm.gov/Medford

EXTENDED 30-DAY TIMBER SALE NOTICE

SEALED BID SALE

THE TIMBER DESCRIBED HEREIN was offered for sale on July 24, 2014. No bids were received; therefore, pursuant to 43 CFR 5443.1, the sale of such timber is kept open for a period of Thirty (30) additional days, from July 24, 2014, until close of business at 4:30 p.m., on Friday, August 22, 2014.

WRITTEN BIDS will be received for not less than the appraised price during the time this sale is open. The required deposit must accompany the written bid.

NOTICE OF RECEIPT of any qualifying bids submitted on this sale under this notice, will be posted for a period of seven (7) calendar days from the date the bid was received, during which time other written bids may be submitted. If no other bids are submitted within the seven-day period, the sole qualifying bidder shall be deemed the high bidder. If more than one written bid is submitted from a qualified bidder, an oral auction will be held after notice to the bidders.

TO QUALIFY for participation in a sealed bid sale, bidders must submit bids in a sealed envelope. The envelope must include a Deposit and Bid for Timber, Form 5440-9; Notice to Bidders; and the bid deposit. The outside of the envelope is to be marked **SEALED BID FOR TIMBER, ROCKSTAR SALVAGE TIMBER SALE – #14-12**. All bids must be submitted at the MEDFORD INTERAGENCY OFFICE, 3040 BIDDLE ROAD, MEDFORD, OREGON, BY CLOSE OF BUSINESS ON FRIDAY, August 22, 2014, AT 4:30 P.M.

COPIES of the Rockstar Salvage Full Prospectus is available at the Medford and Grants Pass Interagency Offices, or online at: <http://www.blm.gov/or/districts/medford/timbersales/index.php>.

EXTENDED 30-DAY SEALED BID SALE
PROSPECTUS
DxP SCALED SALE

GRANTS PASS RESOURCE AREA
 JOSEPHINE MASTER UNIT

Medford Sale # ORM07-TS14-12
 July 24, 2014 (SQF)

#1. Rockstar Salvage,
 Douglas & Josephine Counties, O&C

BID DEPOSIT REQUIRED: \$96,000.00

All timber designated for cutting in Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11, E½SW¼, NW¼SE¼ Section 3; N½SE¼, SW¼SE¼, Section 7; N½NE¼, SW¼NE¼, NE¼NW¼, S ½ NW¼, N½SW¼, SW¼SW¼ Section 9; SW¼NW¼, W½SW¼ Section 15; NE¼, SE¼ Section 17; NE¼, NW¼, SW¼, N½SE¼, SE¼SE¼ Section 21; W½NE¼, S½NW¼, N½SW¼, SW¼SW¼, NE¼SE¼ Section 29, T. 33 S., R. 7 W., Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
19,808	8,468	Douglas-fir	10,148	\$89.80	\$911,290.40
901	932	Ponderosa Pine	1,108	\$21.80	\$24,154.40
446	604	Sugar Pine	726	\$28.70	\$20,836.20
186	72	Incense Cedar	91	\$40.80	\$3,712.80
21,341	10,076	Totals	12,073		\$959,993.80

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

CRUISE INFORMATION – The timber has been cruised using the PCMTRE sampling method to select sample trees. The sample trees have been cruised with the aid of a Relaskope and their volume expanded to a total sale volume. Maps showing the location and description of these sample trees are available at the Grants Pass Interagency Office.

The timber volumes were based on a variable plot cruise in Units 1 through 13, and a 100% cruise in the right-of-way areas of the Roads to be Constructed and Special Mark areas, using form class tables for estimating board foot volume of trees in 16-foot logs. Approximately 100% of the total sale volume is salvage material. With respect to merchantable trees of all species; the average tree is 23.0 inches DBHOB; the average log contains 178 bd. ft.; the total gross volume is approximately 15,537 MBF; and 78% recovery is expected. This cruise information is given for informational purposes only and the contract price and volume will be determined by a scale using eastside scribner.

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

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United

States in the form of unprocessed timber and is prohibited from use as a substitute for exported private timber.

The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

CUTTING AREA – Thirteen (13) units containing four hundred twenty six (426) acres must be clear cut, nineteen (19) acres of Special Mark must be clear cut, and eight (8) acres of rights-of-way must be clear cut.

CUTTING TIME - Contract duration will be twenty four (24) months for cutting and removal of timber.

ACCESS AND ROAD MAINTENANCE - Access is provided on Plum Creek Timberlands LP roads, Roseburg Lumber Co. roads and Bureau of Land Management controlled roads. In the use of Bureau of Land Management controlled roads – Bureau of Land Management Maintenance, the Purchaser shall pay the Government a road maintenance obligation of one hundred five thousand seven hundred twenty-eight and 50/100 dollars (\$105,728.50) for timber and mineral haul.

In the use of Bureau of Land Management controlled roads – Purchaser Maintenance, the Purchaser will be required to perform maintenance on approximately 5.72 miles of renovated and constructed roads and pay the Government a road maintenance obligation for rockwear of two thousand five hundred sixty-eight and 30/100 dollars (\$2,568.30) for timber and mineral haul.

In the use of Plum Creek Timberlands LP controlled roads – Bureau of Land Management maintenance, the Purchaser shall enter into a license agreement with Plum Creek Timberlands LP and carry liability insurance with limits of \$1,000,000/\$1,000,000/1,000,000, and a performance bond in the sum of \$5,000.00 for timber and mineral haul.

In the use of Roseburg Lumber Co. controlled roads – Purchaser maintenance, the Purchaser shall enter into a license agreement with Roseburg Lumber Co, and be required to perform maintenance on approximately 0.14 miles of renovated roads and carry liability insurance with limits of \$1,000,000/\$1,000,000/1,000,000, and a performance bond in the sum of \$5,000.00 for timber and mineral haul.

Purchaser maintenance shall include frequent blading and shaping of road surface; ditch, culvert, and catch basin cleaning; removal of minor slides and other debris. Roads shall be left in a condition to withstand adverse weather at the end of the seasonal operations.

ROAD CONSTRUCTION AND RENOVATION- The purchaser will be required to do all work set forth below. The purchaser shall supply all materials unless otherwise indicated.

1. Construction:

Road Y1, 395 feet, 14-foot subgrade with 1-foot ditch
Surfacing – Natural surfacing

Road Y2, 165 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road R3, 330 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road L-32, 355 feet, variable subgrade
Surfacing – Natural surfacing

Road P3, 1,305 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road P4, 3,560 feet, 14-foot subgrade with 1-foot ditch
Surfacing – Natural surfacing

Road P5, 100 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road P6, 800 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road P7, 195 feet, 14-foot subgrade
Surfacing – Natural surfacing

Road P8, 820 feet, 14-foot subgrade (with 1-foot ditch Sta 4+00 to Sta 8+00)
Surfacing – Natural surfacing

Road P9, 1,095 feet, 14-foot subgrade with 1-foot ditch
Surfacing – Natural surfacing

2. Renovation:

Road 33-7-3.1, MP 0.00 - 0.15, 792 feet, 16-foot subgrade with 2-foot ditch.
Surface blading and compacting; roadside brushing; clean culverts, clean catch basins, clean ditches.

Road 33-7-21.0, MP 0.00-2.98, 15,734 feet, 16-foot subgrade with 2-foot ditch.
Surface blading and compacting; roadside brushing; clean culverts, clean catch basins, clean ditches.

Road 33-7-21.3, MP 0.00-0.08, 422 feet, 16-foot subgrade with 2-foot ditch.
Surface blading and compacting; roadside brushing; clean culverts, clean catch basins, clean ditches.

Road 33-7-21.3, MP 0.08-0.19, 580 feet, 16-foot subgrade with 1-foot ditch.
Surface blading and compacting; roadside brushing; ditch restoration; clearing and grubbing as necessary.

Road 33-7-29.1, MP 0.00-0.11, 580 feet, 16-foot subgrade with 2-foot ditch.
Surface blading and compacting; roadside brushing; clearing and grubbing as necessary for helicopter landing.

Road R₁, MP 0.00-0.16, 845 feet, 16-foot subgrade.
Surface blading and compacting; roadside brushing; clearing and grubbing with embankment excavation as necessary for road widening (MP 0.11-0.16).

3. Estimated Quantities:

Clearing:

7.6 acres of new construction

Excavation:

14,059 cubic yards of common

Culvert and Flume:

48 feet of 18 inch CPP

Additional information is available in the timber sale prospectus.

SOIL DAMAGE PREVENTION – Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct mechanical ground-based harvesting, ground-based yarding, skid trail and landing rehabilitation, temporary route construction, temporary route reconstruction, or temporary route decommissioning in all harvest units, or skyline based yarding with one-end suspension in harvest units 1, 2, 3, 5, 6, 7, 8, 9, 10, and roadside hazard tree Special Mark Areas, as shown on Exhibit A between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If wetting winter rains have not occurred; the weather forecast is monitored daily; all winterization actions can reasonably occur prior to the season ending storm event; soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, then the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct any haul on natural surface and rocked roads on the Contract Area between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If the Authorized Officer determines that hauling would not result in road damage or the transport of sediment to nearby stream channels based on soil moisture conditions or rain events, the Contracting Officer may approve a conditional waiver for hauling. If soil moisture conditions or rain events are anticipated to cause impacts to roads or stream water quality resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.

Pursuant to Section 26 of Form 5450-4, Timber Sale Contract, the Purchaser shall not conduct one-end suspension cable yarding **in slope restricted portions of harvest units 1, 2, 3, 5, 7, as shown on Exhibit G** between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If yarding can be accomplished using full suspension, then the Contracting Officer may approve a conditional waiver.

EQUIPMENT REQUIREMENTS –A yarding tractor not greater than 9 feet wide as measured from the outer edges of standard width shoes and equipped with an integral arch and a winch for lining logs seventy-five (75) feet. A skyline yarder capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position

during inhaul; capable of multi-span; and capable of an external yarding distance of one thousand five hundred (1,500) feet slope distance. A helicopter equipped with a dropline with a minimum length of one hundred fifty (150) feet.

SLASH DISPOSAL - Slash disposal within the harvest units will consist of a combination of lop and scatter, yum yarding hardwoods, hand pile and cover hand piles, hand pile burn, and cover and burn landing decks as described in SD-5 of the Special Provisions. Hand pile and cover slash located in harvest units within one hundred (100) feet of roads where it coincides with a harvest unit boundary. Lop and scatter the rest of the area within units. A post logging assessment shall be conducted to determine final slash treatment needs in all units. The initial appraisal prescribed three hundred fifty nine (359) acres of lop and scatter, thirty six (36) acres of yum yarding hardwoods in unit 5, fifty six (56) acres of hand pile and cover hand piles, fifty six (56) acres of hand pile burn and mop up, thirty four (34) acres of cover and burn landing piles.

CONTRACT TERMINATION - A Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act, or comply with a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

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

OTHER -

1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
2. In cable and ground based yard units, all trees designated for cutting shall be whole tree yarded or yarded with tops attached unless tops are needed in contour felling areas or are needed to meet coarse woody debris (CWD) requirements as determined by the Authorized Officer.
3. All leave trees will be selected by the Purchaser through Designation by Prescription (DxP) criteria as outlined in Exhibit F, except for roadway hazard trees Special Mark Areas along BLM roads 33-7-3.0, 33-7-7.0, and 33-7-21.0 which will be blue marked (for cut tree removal) by the BLM.
4. In ground based yard units, the Purchaser may use a mechanical harvester, feller-processor, or feller buncher with approval of the Authorized Officer. The machine must have a boom with a lateral reach of at least twenty (20) feet. See Special Provision L-7 for more details.
5. In the **Special Yarding Area of harvest unit 5** as shown on Exhibit A, all hardwood trees between eight (8) inches diameter and sixteen (16) inches diameter at the large end exceeding six (6) feet in length shall be yum yarded and decked along BLM road 33-7-32.0.
6. In harvest units 1, 2, 3, 4, 5, 6, 7, 10, 11, and 13 as shown on Exhibit G, all trees needed to meet Contour Felling Exhibit J and not reserved shall be felled parallel to the contour of the slope unless waived by the Authorized Officer. See Special Provision L-15, Exhibit G, and Exhibit J for more details.
7. No harvest operations within the **Restricted Operating Areas in units 1, 11, and Special Mark Area along BLM Roads 33-7-3.0 & 33-7-21.0 as shown on Exhibit A**, shall be conducted between March 1 and June 30 of the same calendar year, both days

inclusive. This restriction shall not apply if it can be shown from northern spotted owl protocol surveys conducted by the BLM in accordance with accepted standards that owl nesting and/or fledging activities are not occurring during the year and/or time of harvest. See Special Provisions L-18a and E-6 for more details.

8. No harvest operations within **talus portions of harvest units 1, 2, 3, 6, and 7 as shown on Exhibit G** between October 15 of one calendar year and May 15 of the following calendar year both days inclusive. Purchaser may request in writing, a conditional waiver of this restriction. If wetting winter rains have not occurred; the weather forecast is monitored daily; soil moisture conditions are dry, as determined by the inability of a soil sample taken at four (4) to six (6) inches to maintain form when compressed and by the inability of soil moisture at the surface to be readily displaced, causing ribbons and ruts along equipment tracks, then the Contracting Officer may approve a conditional waiver. If impacts to soil resulting from said conditional waiver are not acceptable as determined by the Authorized Officer, the waiver will be revoked.
9. In unit 1, there are special measures needed to maintain the mining ditch as shown on Exhibit G. See Special Provision L-7MC cable yarding table for more details. Additionally, do not place handpiles within twenty five (25) feet of the mining ditch.
10. The purchase of this salvage timber entitles the Purchaser to volume-for-volume and contract term-for-contract term extensions without reappraisal of qualifying Federal Timber Sale contracts for green timber held by the Purchaser.
11. Appendix C1 (Plan and Profile Sheets) and Appendix C2 (Road Plan Maps) are available upon request.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA –

The Rockstar Salvage Timber Sale is located approximately 6 air miles from Glendale, Oregon. From Glendale, travel approximately 4.5 miles on Mt. Ruben Road. Stay straight onto the 33-7-3.0 road. Travel approximately 0.75 mile and arrive at Contract Area.

See general vicinity map and Exhibit E for details.

ENVIRONMENTAL ASSESSMENT - An environmental assessment DOI-BLM-OR-M070-2014-006-EA was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background for this sale at the Medford District Office.

ORM07-TS-14-12
Rockstar Salvage

NOTICE TO BIDDERS

By letter received July, 11th 2014 Klamath Siskiyou, Cascadia Wildlands, Oregon Wild, John Muir Project and Tara Lowrance-Mattis protested the Bureau of Land Management's plan to offer the following timber sale: **Rockstar Salvage ORM07-TS-14-12**. The protestors opposed the sale for a number of reasons. A copy of the protest is available in our office.

The BLM has denied these protests. The Bureau will proceed to offer for bid the tract affected by the protest. The Authorized Officer has decided to give immediate effect to the decision and proceed to award the contract. However, the appellants would have the right to petition the Office of Hearings and Appeals to stay the implementation of the decision.

This means that if the purchaser elects to begin operations on the sale before the Office of Hearings and Appeals renders a decision on any petition to stay, an adverse ruling may cause the sale to be suspended until the Office of Hearings and Appeals issues a decision on the appeal.

Although it is not known whether any appeal will be filed by the above mentioned claimants, this Notice is given to advise all bidders that delays may occur on the tract listed in the appeal. To ensure that this Notice is understood, the high bidder for the tract listed in the protest will be required to acknowledge receipt of a copy of this Notice.

ACKNOWLEDGMENT

I acknowledge receipt of a copy of this Notice and understand that because of the protest and possible appeal or lawsuit, any decision to award the **Rockstar Salvage Timber Sale ORM07-TS-14-12**, 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)

Date: _____

Title: _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

SCALE SALE

Name of Bidder
Tract Number ORM07-TS14-12
Sale Name Rockstar Salvage
Sale Notice (dated) 7/24/2014
BLM District Medford

<input checked="" type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input type="checkbox"/> Written Bid for Oral Auction Sale
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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 **\$96,000.00** 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					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	10,148	X	=	X	=
Ponderosa Pine	MBF	1,108	X	=	X	=
Sugar Pine	MBF	726	X	=	X	=
Incense Cedar	MBF	91	X	=	X	=
Total		12,073	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 or L.L.C.	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. Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.	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

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 timber or vegetative resources.

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.*
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 bondsmen 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.

*Applies to Timber Only

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 Number 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.