

## **NOTICE TO PROSPECTIVE TIMBER SALE PURCHASERS**

The timber sale contract for Medford District, **Miles Salvage Timber Sale TS-19-12**, scheduled for Thursday, June 27, 2019, has been revised to include updated appraised timber values. This change has reduced the total purchase price and bid deposit. Please refer to the updated contract package when bidding.

BUTTE FALLS FIELD OFFICE  
JACKSON MASTER UNIT

SALE DATE: June 27, 2019

Sale No.: ORM05-TS19-0012, Miles Salvage  
Jackson County, Oregon: O&C

Bid Deposit Required: **\$11,500.00**  
Oral Auction: Scale Sale

All timber designated for cutting in SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , Section 5, NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{4}$ , Section 7, N $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 8, N $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , Section 9, SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 10, W $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , Section 15, NE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ , Section 17, Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 19, NW $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 27, W $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 29, NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , Section 35, T. 32 S., R. 1 E.; SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 11, E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 12, NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 13, NE $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 14, T. 32 S., R. 1 W.; Willamette Meridian.

Approx. Number of Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
7,795	3,656	Douglas fir	4,447	\$24.20	\$107,617.40
106	113	Ponderosa Pine	130	\$12.90	\$1,677.00
302	91	Incense-cedar	116	\$29.40	\$3,410.40
77	86	Sugar Pine	109	\$11.80	\$1,286.20
179	33	White Fir	42	\$17.00	\$714.00
8,659	3,979	<b>TOTALS</b>	4,844		\$114,705.00

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.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT (BLM)

Contract No.: ORM05-TS19-12
Sale Name: Miles Fire Salvage
Issuing Office: Medford District

**EXHIBIT B**  
**SCALE SALE**

**PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

I. **Total Actual Purchase Price** - In accordance with Section 3.(d). of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of Merchantable Timber, Merchantable Timber Remaining, and Other Timber as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

Schedule of Species, Measurement Units, and Prices		
Species	Measurement Unit	Price Per Measurement Unit
Douglas-fir	MBF	\$24.20
Incense-cedar	MBF	\$29.40
Sugar Pine	MBF	\$11.80
Ponderosa Pine	MBF	\$12.90
White Fir	MBF	\$17.00

II. **Merchantable Timber** - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices shown in Section I of this Exhibit.

Schedule of Minimum Material Specifications			
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All Species	16 feet	10 inches	33 1/3% of gross volume of any log segment or 10 bf.

III. **Merchantable Timber Remaining - Measurement Requirements** - The remaining volume of any merchantable sold timber on the contract area shall be determined as provided in Section 3.(e). of the contract. Purchaser shall pay for same in accordance with Sec. 3 of the contract at the unit prices shown in Section I of this Exhibit.

IV. **Scaling**

A. **Log Rule and Measurement** - All logs shall be scaled according to the Northwest Log Rules Eastside Log Scaling Handbook, as amended, or supplemented by BLM before the first advertisement date of the sale. A Scaling Authorization Form (OR 5300-18) must be completed prior to beginning of operations. If sample log scaling is agreeable to

Purchaser and the Contracting Officer, the procedures will be agreed upon in writing regarding sample design, number of log sorts, expansion of sample volumes for computation of Merchantable Timber volume, etc.

**B. Scaling Service** - Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM.

1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.

2. The BLM scaler or contract scaler is designated to collect Eastside MBF scale data from all loads.

**C. Other Timber** - If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.

**D. Defect Caused by Abnormal Delay** - Scaling deductions made for rot, check or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser in accordance with Section 3. of the contract.

**E. Log Presentation** - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.

**F. Check Scale** - The Government will conduct check scales as set forth in the following section.

Normally a check scale includes at least 200 short logs (20 feet or less) or at least 100 multiple-segment logs. Sample the species and defect situation as fairly as possible. Individually analyze more complex scaling situations and increase the number of logs check scaled if necessary.

The following standards will be used to determine the proficiency of individual scalers.

Gross Scale. A variance of one percent in gross scale is the standard unless otherwise justified.

Net scale. The allowable variance is as follows:

Check scaler's percent defect in logs	Scalers allowable variance
0-10 percent	2 percent
over 10 percent	.2 x percent defect to a maximum of 5 percent

Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an

adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Authorized Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

#### **G. Accountability**

1. Purchaser shall notify the Authorized Officer three (3) days prior to starting or stopping of hauling operations performed under the contract.
2. All logs will be painted and branded at the landing and accounted for in accordance with Sec. 42(A)(1) of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Authorized Officer and comply with the instructions specified on the cover of said book. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed on the woods receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.
3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 4:00 a.m. to 8:00 p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan (Refer to Section 42 (B) of the contract).
4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
5. All loads will be scaled at scale locations listed on the Scaling Authorization (Form OR 5300-18) as approved by the Authorized Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.
6. Any removal of logs from loaded trucks before being accounted for and/or scaled as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

H. **Scaling Lost Products** - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

V. **Estimated Volumes and Values** - The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract. The cutting areas are shown on Exhibit A of the contract.

A. **Merchantable Timber Volume Removed from Contract Area** - The total volume of removed timber shall be determined using the Government's records of scaled volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.

B. **Merchantable Timber Not Yet Removed from Contract Area** - The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

Total Estimated Purchase Price And/Or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area					
Cutting Area		Total Estimated Volume (MBF)		Total Estimated Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
5-1	8	21	168		
5-2	13	21	274		
5-3	11	21	233		
7-1	1	21	21		
7-2a	7	21	148		
RS7	8	0.5	4		
7-4a	1	21	21		
7-4b	2	21	42		
7-5	10	21	210		
7-6	2	21	42		
7-7	2	21	42		
RS8a	14	0.36	5		
RS8b	6	0.33	2		

8-1	6	21	127		
8-2	2	21	42		
8-4	7	21	148		
8-5	5	21	106		
8-6	1	21	21		
9-1a	5	21	106		
9-1b	12	19	252		
9-2a	8	21	168		
9-2b	1	21	21		
9-3	6	21	127		
RS9	14	1.3	18		
RS15a	25	1.6	40		
RS15c	2	2	4		
RS17a	15	0.5	7		
RS17b	4	0.5	2		
17-1a	9	21	191		
17-1b	19	26	500		
17-1c	3	21	64		
19-1	7	21	148		
19-2	18	21	379		
27-1	4	21	85		
27-2	1	3	21		
27-3	5	21	106		
RS29a	1	4	4		
RS29b	4	3	13		
RS35a	64	0.5	30		
RS35b	3	0.7	2		
35-1	10	21	210		
35-2	6	21	127		
RS12a	3	6	18		
RS12b	1	4	4		
RS12c	3	2.7	8		

RS13a	5	4	20		
RS13b	2	3.5	7		
13-2	2	21	42		
13-5a	16	21	337		
13-5b	5	25	127		
Sale Total	386		4844		

OVERNIGHT LOAD CONTROL RECORD	
Log Delivery Location	
Timber Sale	
1	Time and Date Load Delivered
2	Truck Name
3	Load Receipt No.
4	Number of Logs
5	Signature of Person Receiving the Load
6	Date and Time Load Released
7	Signature of Person Releasing the Load

Instructions:

1. Designated individual fills out the heading and lines 1 through 5 (including FULL SIGNATURE in ink on line 5.)
2. Contractor or BLM scaler will fill out lines 6 and 7 (including FULL SIGNATURE in ink) when loads are released for scaling, otherwise the BLM and/or yard owner will be required to sign.
3. Unless otherwise agreed, scaler will attach this form to the Load Receipt.

OVERNIGHT LOAD CONTROL RECORD	
Log Delivery Location	
Timber Sale	
1	Time and Date Load Delivered
2	Truck Name
3	Load Receipt No.
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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Name of Bidder
Tract Number
Sale Name
Sale Notice <i>(dated)</i>
BLM District

**DEPOSIT AND BID FOR: (Check One):**

- Timber and/or Other Wood Products or**  
**(Examples of Other Wood Products: biomass, firewood, posts, poles, etc...)**
- Vegetative Resources**  
**(Examples of Vegetative Resources: boughs, pinyon nuts, cones, plants, etc...)**

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input type="checkbox"/> Written Bid for Oral Auction Sale
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Time for opening sealed bids <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Sale commences <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
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On <i>(date)</i> Place	On <i>(date)</i> Place
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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 and/or Other Wood Products or Vegetative Resources on the tract specified above.

Required bid deposit is \$ \_\_\_\_\_ and is enclosed in the form of:

- cash   
  money order   
  cashier's check   
  certified check   
  bank draft  
 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 product and species will be considered. If the bid is rejected the deposit will be returned.

**BID SCHEDULE – TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES**

*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	=
TOTAL PURCHASE PRICE						

If sale contract is executed, undersigned is liable for total purchase price including all modifications executed under the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for taking may be less or more than 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 and/or Other Wood Products or (1a) “Vegetative Resources ” (2) Time bids are to be opened (3) Legal description

### NOTICES

The Privacy Act and the regulations in 43 CFR 2.223(d) require that you be furnished with the following information:

**AUTHORITY:** 38 FR 6280 and 43 CFR 5442.1

**PRINCIPAL PURPOSE:** To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

**ROUTINE USES:** 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 and/or Other Wood Products or Vegetative Resources.

## **INSTRUCTIONS TO BIDDERS**

1. **AUTHORITY** – Timber and/or Other Wood Products or Vegetative Resources, 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 and/or Other Wood Products or Vegetative Resources located on other 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 and/or Other Wood Products or Vegetative Resources, are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of Timber and/or Other Wood Products or 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 and/or Other Wood Products or Vegetative Resources are located.

3. **INSPECTION OF TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES** – Bidder is invited, urged, and cautioned to inspect the Timber and/or Other Wood Products or Vegetative Resources prior to submitting a bid. By executing the Timber and/or Other Wood Products or Vegetative Resources sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the Timber and/or Other Wood Products or Vegetative Resources and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** – Government expressly disclaims any warranty of the fitness of the designated Timber and/or Other Wood Products or Vegetative Resources for any purpose of the bidder; all Timber and/or Other Wood Products or 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 and/or Other Wood Products or Vegetative Resources to be sold is expressly disclaimed by Government.

5. **BIDS** – Sealed or written bids for not less than the advertised appraised price, per Timber and/or Other Wood Products or Vegetative Resources must be submitted in duplicate to the District Manager who issued *Timber and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources*, time bid is to be opened, tract number, and legal description of land on which Timber and/or Other Wood Products or Vegetative Resources are 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 and/or Other Wood Products or Vegetative Resources 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) **Timber and/or Other Wood Products or Vegetative Resources Sales** – For each product and species, bids shall specify (1) Bureau of Land Management estimated unit volume or quantity, (2) bidder’s price per unit and total value, and (3) bidder’s total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, the high bidder agrees to pay the Government for the Timber and/or Other Wood Products or Vegetative Resources designated for removal in accordance with the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for taking may be less or more than total estimated volume or quantity shown above.

7. **BID DEPOSIT** – All bidders must make a deposit of not less than the amount specified in the *Timber and/or Other Wood Products or Vegetative Resources*

*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 (*Applies To Timber Only*), or any approved guaranteed remittance approved by the Contracting 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 AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES SALE CONTRACTS** – To be executed by purchaser, has been prepared by Government, and may be examined in the District or Field Manager’s office.

10. **PERFORMANCE BOND** – (*Primarily Used For Timber Sales*)

(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 Contracting Officer.

(b) If purchaser elects to cut Timber and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources covered by the bond increase. This increased amount of bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources cut in advance of payment.

11. **PAYMENT BOND**— (*Primarily Used For Timber Sales*)

If purchaser elects to (a) cut and remove Timber and/or Other Wood Products or Vegetative Resources, or (b) remove Timber and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources covered by the bond. Payment bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources 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 and/or Other Wood Products or Vegetative Resources, 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 saw logs, 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 dimensions 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.