

This advertisement includes:

- (1) 11-05, Clever Beaver Density Management 4,782 MBF
- (2) 11-04, Rice Cake Commercial Thinning 1,828 MBF

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

Date: May 24, 2011

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, attached. Written and oral bids will be received by the District Manager, or his representative, at 777 NW Garden Valley Blvd., Roseburg, Oregon 97471. **The timber sale will commence at 10:00 a.m., on Tuesday, June 21, 2011.**

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.

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 May 24, 2011.** 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. Oral bidding will be restricted to Douglas-fir.

APPRAISED PRICES are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

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

1. Notice to bidders.
2. 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, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5424 as amended.”

“LOG EXPORT AND SUBSTITUTION RESTRICTIONS: Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.”

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the 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. 5440-9 Deposit and Bid for Timber

**Sale Date:** June 21, 2011

**(1) Roseburg Sale No.:** 11-05  
**Douglas County, Oregon:** O&C: Oral Auction

**Sale Name:** Clever Beaver Density Management  
**Bid Deposit Required:** \$89,300.00

All timber designated for cutting on:

SW¼	Sec. 25, T. 20 S., R. 6 W., Willamette Meridian
NE¼, N ½ NW¼, SE¼ NW¼, NE¼ SE¼, S½ SE¼	Sec. 27, T. 20 S., R. 6 W., Willamette Meridian
SE¼ NE¼, SE¼	Sec. 33, T. 20 S., R. 6 W., Willamette Meridian
W½ NE¼, NE¼ NW¼, S½ NW¼, N½ SW¼	Sec. 35, T. 20 S., R. 6 W., Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
25,878	3,691	8,044	Douglas-fir	4,438	\$191.80	\$851,208.40
1,937	269	609	Western Hemlock	340	\$118.40	\$40,256.00
46	3	8	Western Redcedar	4	\$283.10	\$1,132.40
<b>27,861</b>	<b>3,963</b>	<b>8,661</b>		<b>4,782</b>		<b>\$892,596.80</b>

**LOG EXPORT AND SUBSTITUTION RESTRICTIONS:**

All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5424 as amended.

Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

**CRUISE INFORMATION:**

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 and R/W trees have been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 12.9" D.B.H.O.B., the average log contains 46 bd. ft., the total gross volume is approximately 5,027 M bd. ft., and 95% recovery is expected.

**CUTTING AREA:** An area of approximately 229 acres in 9 units are to be partially cut and a right-of-way of approximately 4 acres must be clearcut.

<b><u>TIMBER ACREAGE:</u></b>	Area 1: 41 acres	Area 5: 2 acres	Area 9: 53 acres
	Area 2: 20 acres	Area 6: 16 acres	R/W: 4 acres
	Area 3: 30 acres	Area 7: 9 acres	
	Area 4: 13 acres	Area 8: 45 acres	

ACCESS: Access to the sale area is provided by Government, County, and Privately controlled roads.

DIRECTIONS TO SALE AREA: To reach the sale area in Sections 25, 27, 33 and 35, T. 20 S., R. 6 W., W.M., go north from Roseburg 25 miles on Interstate 5. Take exit 150 for Yoncalla-Drain. Follow OR-99N for 8 miles and turn right on W B Ave (OR-38) for .1 miles. Turn left at OR-38E/ OR-99N and follow for 2 miles. Turn left at County Rd. 37/Upper Smith River Rd. and follow for 11.4 miles to BLM Rd. 20-6-34 and follow Exhibit D map to Harvest Areas.

ROAD MAINTENANCE: A rockwear fee of \$1,831.60 will be required to be paid to the BLM. Maintenance and rockwear fees of \$3,311.65 and a road use fee of \$3,710.20 will be required to be paid to Seneca Jones Timber Co.

ROAD CONSTRUCTION: Estimates include approximately 53+05 Stations of construction, 201+95 Stations of road renovation, and 130+85 Stations of road decommissioning as show on Exhibit C of the Timber Sale Contract.

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

NOTES:

1. A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to: (1) Comply with the Endangered Species Act, or; (2) Comply with a court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

2. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The purchaser shall bear any increased costs for log branding and painting.
3. Seasonal restrictions and daily operating restrictions (DOR) on operations apply (see attached Seasonal Restriction Matrix and Exhibit E).

Marbled Murrelet daily operating restrictions will be applied in Harvest Areas 1, 2, 3, 4, 5, 6, 7, 8 and 9. Seasonal restrictions will be applied in a portion of Harvest Area 8.

Protection of Marbled Murrelet habitat located within the timber sale contract area is required. Protection measures include no cutting or removal of timber within the designated Marbled Murrelet habitat area. Unless approved by the Authorized Officer. A pre-work conference will be scheduled to discuss protection measures and the seasonal and daily operating restrictions.

4. Cable yarding of all Harvest Areas may require the use of lift trees and/or intermediate support trees.
5. To prevent the introduction of noxious weeds to the Contract Area, all logging and road building equipment, except log trucks, must be steam cleaned or pressure washed prior to initial move-in or upon return to the sale area if used elsewhere.

6. License Agreements with Lone Rock Timber Co. and Seneca Jones Timber Co. are required.
7. Yarding of log lengths greater than forty-two (42) feet will not be permitted.
8. Directional falling away from or parallel to property lines, unit boundaries, roads, retention trees and snags will be required. Directional falling away from or parallel to reserve areas and riparian buffers will be required for all trees cut within 100 feet of these areas.
9. A harvester/forwarder system, tractor, rubber-tired skidder, or track-mounted log loader may be used in the areas designated for ground-based yarding. Ground-based yarding is generally permitted between May 15 and October 15. Minor and incidental ground-based yarding may be permitted in limited portions of the cable yarding areas; ground-based yarding seasonal restrictions apply, and the locations involved and equipment used must be approved by the Authorized Officer.
10. Unsurfaced roads used for more than a single season or which must over-winter prior to decommissioning will be winterized in accordance with Exhibit C.
11. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. It is estimated that approximately 239 MBF of such additional timber would be removed under the contract, but is not included in the advertised sale volume.
12. This contract contains provisions for subsoiling approximately 2.0 miles of compacted spurs, and landings (see attached Exhibit F).
13. In the cable yarding areas, a skyline logging system with lateral yarding and multi-span capability will be required. One-end suspension of logs will be required. Cable yarding will not be permitted in or through reserve areas or riparian buffers, except in Harvest Areas 1, 2, and 3 where full suspension will be required.
14. Slash disposal requirements consist of the following: piling and covering slash and debris within fifty (50) foot radius of landings and other locations designated by the Authorized Officer.
15. When harvest is complete, Spurs 1, 2, 3, 4 and 5 and Roads 20-6-26.0 Segment C, 20-6-27.1 Segment A, 20-6-33.1 Segment A and two thousand (2000) feet of Road 20-6-36.0 will be blocked, water barred, subsoiled, and mulched with logging slash. Road 20-6-25.1 Segment A and one thousand four hundred (1400) feet of Road 20-6-36.0 will be blocked, mulched, and water barred.
16. Portions of Harvest Areas 1, 3 4, and 6 are available for winter logging (see attached Exhibit E winter haul approved roads).

# Seasonal Restriction Matrix

Sheet 1 of 1

Clever Beaver DM

OR10-TS11-05

Seasonal Restrictions are Black-Stippled.



Daily Operating Restrictions are Shaded.



Sale Unit	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug			Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	16	1	15	1	16	1	6	15	1	16	1	15	1	15	1	15
All Units	Falling, bucking and yarding <sup>1</sup>																									
1,5,6,7 & 9	Ground-based yarding <sup>1, 2</sup>																									
1, 2,3,4,6,8 & 9	Cable yarding on unsurfaced roads and road 20-6-35.0 <sup>1, 2</sup>																									
1,3,8 & 9	Road construction, right-of-way logging and clearing <sup>2</sup>																									
1,2,3,4,5,6 & 9	Road renovation <sup>2</sup>																									
All Units	Loading or hauling on unsurfaced roads and road 20-6-35.0 <sup>2</sup>																									
All Units	All operations within 100 yards of Marbled Murrelet suitable habitat as shown on Exhibit E <sup>3</sup>																									
8	All operations except hauling within 100 yards of Marbled Murrelet occupied site as shown on Exhibit E <sup>4</sup>																									
8	All operations within 100 yards of Marbled Murrelet occupied site as shown on Exhibit E <sup>5</sup>																									
9	All operations <sup>6</sup>																									

<sup>1</sup> Bark slip seasonal restriction from April 15<sup>th</sup> to July 15<sup>th</sup> may be conditionally waived.

<sup>2</sup> Wet season restrictions from October 15<sup>th</sup> to May 15<sup>th</sup> may be shortened or extended depending on soil moisture and weather conditions.

<sup>3</sup> Daily operating restrictions will be in effect from April 1<sup>st</sup> thru August 5<sup>th</sup>. Operations shall be scheduled to begin two hours after sunrise and must conclude two hours before sunset.

<sup>4</sup> Seasonal restrictions will be in effect from April 1<sup>st</sup> thru August 5<sup>th</sup>.

<sup>5</sup> Daily operating restrictions will be in effect from August 6<sup>th</sup> thru September 15<sup>th</sup>. Operations shall be scheduled to begin two hours after sunrise and must conclude two hours before sunset.

<sup>6</sup> Daily operating restrictions will be in effect from April 1<sup>st</sup> thru August 5<sup>th</sup>. Operations shall be scheduled to begin two hours after sunrise and must conclude two hours before sunset. Marbled Murrelet surveys are on-going in Unit 9.

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  
**(1) 11-05**  
Sale Name  
**Clever Beaver Density Management**  
Sale Notice (dated)  
**May 24, 2011 (sale date 06/21/11)**  
BLM District  
**Roseburg**

☐ Sealed Bid for Sealed Bid Sale ☒ Written Bid for Oral Auction Sale

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

Required bid deposited is \$ **89,300.00** and is enclosed in for form of ☐ cash ☐ money order ☐ bank draft

☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury

☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE - LUMP SUM SALE

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

BID SUBMITTED			(Est. Volume MBF 16' Log)		ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	4,438	x _____ = _____		x _____ = _____	
Western Hemlock	MBF	340	x _____ = _____		x _____ = _____	
Western Redcedar	MBF	4	x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
TOTAL PURCHASE PRICE						

(Continued on reverse)

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

Bid submitted on *(date)*

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

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date

Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior—BLM.	Sealed Bid — Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description
Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period for tract.	

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

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

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

Response to this request is required to obtain a benefit.

## NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

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

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

**ROUTINE USE:** To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

**EFFECT OF NOT PROVIDING INFORMATION:** Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timer or vegetative resources.

## BURDEN HOURS STATEMENT

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

## INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** — Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** — A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** — Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** — Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** — Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** — Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** — Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** — All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** — Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** — Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.\*

\*Applies to Timber Only

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

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

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

### 10. PERFORMANCE BOND —

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

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

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

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

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

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

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** — A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. **EQUAL OPPORTUNITY CLAUSE** — This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** — All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Num-

ber 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "*unprocessed timber*." Special reporting, branding and painting of logs may be included in contract provisions.\*

18. **DETAILED INFORMATION** — Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.

**LOCKED GATES**  
**Sale Date:** June 21, 2011

**(2) Roseburg Sale No.:** 11-04  
**Douglas County, Oregon:** O&C: Oral Auction

**Sale Name:** Rice Cake Commercial Thinning  
**Bid Deposit Required:** \$16,800.00

All timber designated for cutting on:

SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$	Sec. 29, T. 29 S., R. 6 W.,	Willamette Meridian
Lot 1, NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$	Sec. 31, T. 29 S., R. 6 W.,	Willamette Meridian
Lots 2, 3 & 4, S $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$	Sec. 25, T. 29 S., R. 7 W.,	Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Est. Vol. C Cu. Ft.	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
11,526	1,220	2,698	Douglas-fir	1,448	\$104.00	\$150,592.00
1,914	300	651	Grand Fir	360	\$42.10	\$15,156.00
108	6	18	Western Redcedar	9	\$143.20	\$1,288.80
159	6	16	Incense-cedar	7	\$97.20	\$680.40
66	3	8	Western Hemlock	4	<b>\$35.80</b> *	\$143.20
<b>13,773</b>	<b>1,535</b>	<b>3,391</b>		<b>1,828</b>		<b>\$167,860.40</b>

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

**LOG EXPORT AND SUBSTITUTION RESTRICTIONS:**

All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5424 as amended.

Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

**CRUISE INFORMATION:**

The Douglas-fir and Grand Fir 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 and R/W trees have been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 12.3" D.B.H.O.B., the average log contains 40 bd. ft., the total gross volume is approximately 1,941 M bd. ft., and 94% recovery is expected.

**CUTTING AREA:** An area of approximately 120 acres in 6 units is to be partially cut and a right-of-way of approximately 2 acres must be clearcut.

<u>TIMBER ACREAGE:</u>	Area 1:	13 acres	Area 5:	22 acres
	Area 2:	12 acres	Area 6:	24 acres
	Area 3:	23 acres	R/W:	2 acres
	Area 4:	26 acres		

ACCESS: Access to the sale area is provided by Government, County, and Privately controlled roads.

LOCKED GATES: Locked gates are located on Roads No. 29-7-24.0 and 29-6-19.2. See BLM Receptionist for key.

DIRECTIONS TO SALE AREA: From Roseburg proceed south on Interstate 5. Take Exit No. 118 onto State Highway 42 and proceed to the junction of Highway No. 99 in Winston. Travel south on Highway No. 99 to Dillard. Turn right onto County Road No. 100, and then turn left onto County Road No. 43 (Rice Creek Road). Follow County Road No. 43 approximately six and three tenths (6.3) miles to the end of County Road which then becomes BLM Road No. 29-7-24.0. Proceed on the 29-7-24.0 road to the Contract Area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Rockwear and maintenance fees of \$10,042.89 will be required to be paid to the BLM. A rockwear fee of \$919.54 will be required to be paid to Roseburg Resources Co.

ROAD CONSTRUCTION: Estimates include the following: construct 29+67 Stations and renovation of 118+20 Stations of road. Additional information is available in Exhibit C of the Timber Sale Contract.

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

#### NOTES:

1. A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to: (1) Comply with the Endangered Species Act, or; (2) Comply with a court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

2. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The purchaser shall bear any increased costs for log branding and painting.
3. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: (1) The designation and sale of additional timber, such as corridor and guylines 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 91 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.

4. The following seasonal operating restrictions apply to this sale.
  - (a) No road construction or renovation shall be conducted on the contract area 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 (bark slip period).
  - (c) No timber yarding shall be conducted on those Harvest Areas or portions thereof designated for ground based yarding or accessed by unsurfaced roads between October 15 of one calendar year and July 15 of the following calendar year, both days inclusive.
  - (d) No timber loading or hauling shall be conducted on unsurfaced roads between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive.
5. Harvest Areas No. 2 and No. 5 and portions of Harvest Areas No. 3 and No. 6 are available as winter logging opportunities and may proceed after October 15th and continue until April 15th. Refer the seasonal restriction matrix for details.
6. Spur No. 1 and Road No. 29-6-19.1 Segment B are to be decommissioned in the same operating season in which they are used for harvest activity. The Purchaser is required to perform decommissioning operations. Decommissioning operations will include water-barring and road blocking. In addition to water-barring and blocking, the Purchaser will be responsible for covering Road No. 29-6-19.1 Segment B with logging slash to the satisfaction of the Authorized Officer. Spur No. 2 will be blocked once harvest operations are complete.
7. Cable yarding shall be done with a skyline yarding system capable of maintaining one-end suspension of logs, and equipped with a mechanical slack pulling carriage with a minimum of one hundred (100) feet of lateral yarding capability. Yarding corridors will be limited to a maximum width of twenty (20) feet. Spar height cannot exceed forty (40) feet with a maximum power rating of two hundred twenty five (225) HP.
8. Cable yarding portions of all Harvest Areas may require the use of lift trees and/or intermediate support trees.
9. A harvester/forwarder system, tractor, rubber-tired skidder, or track-mounted log loader may be used in the areas designated for ground-based yarding. Minor and incidental ground-based yarding may be permitted in limited portions of the cable yarding areas; ground-based yarding seasonal restrictions apply, and the locations involved and equipment used must be approved by the Authorized Officer.
10. In all Harvest Areas, all trees designated for cutting shall be felled, topped, limbed and cut in log lengths not to exceed forty-two (42) feet prior to being yarded, unless a harvester/forwarder system is used. If a harvester/forwarder system is used, 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.
11. To prevent the introduction of noxious weeds to the Contract Area, all logging and road building equipment, except log trucks, must be steam cleaned or pressure washed prior to initial move-in or upon return to the sale area if used elsewhere.
12. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to

the BLM. The purchase price of the contract shall be reduced accordingly as compensation if there are delays in log transportation time.

13. Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
14. License agreements with Roseburg Resources Co., Dwayne and Colleen Rogers, David and Beverlee Woodruff, and Richard Ingwerson and Lynn Klimowicz are required (see Exhibit D).
15. A dust palliative is required on Roads No. 29-6-19.2 Segment E and 29-7-24.0 Segment F during haul, as requested by adjacent landowners.

# Seasonal Restriction Matrix

Sheet 1 of 1

Rice Cake Commercial Thinning

OR10-TS11-04

- Restricted Times Are Darkly Shaded

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug			Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	6	15	1	15	1	15	1	15	1	15
Unit 1	Falling and bucking <sup>2</sup>																									
	Cable yarding on unsurfaced road <sup>1,2</sup>																									
	Right-of-way logging and clearing <sup>1</sup>																									
	Loading or hauling on unsurfaced road <sup>1</sup>																									
Unit 2	Falling and bucking <sup>2</sup>																									
	Cable yarding on rock road <sup>2</sup>																									
	Right-of-way logging and clearing <sup>1</sup>																									
	Loading or hauling on rock road																									
Unit 3	Falling and bucking <sup>2</sup>																									
	Cable yarding on unsurfaced road <sup>1,2</sup>																									
	Right-of-way logging and clearing <sup>1</sup>																									
	Loading or hauling on unsurfaced road <sup>1</sup>																									
	Cable yarding on rock road <sup>2</sup>																									
	Loading or hauling on rock road																									
Unit 4	Falling and bucking <sup>2</sup>																									
	Cable yarding on unsurfaced road <sup>1,2</sup>																									
	Right-of-way logging and clearing <sup>1</sup>																									
	Loading or hauling on unsurfaced road <sup>1</sup>																									
Unit 5	Falling and bucking <sup>2</sup>																									
	Cable yarding on rock road <sup>2</sup>																									
	Loading or hauling on rock road																									
Unit 6	Falling and bucking <sup>2</sup>																									
	Cable yarding on rock road <sup>2</sup>																									
	Ground-based yarding <sup>1,2</sup>																									
	Loading or hauling on rock road																									
All Areas	Road construction, renovation, and/or decommissioning <sup>1</sup>																									

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

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

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  
**(2) 11-04**  
Sale Name  
**Rice Cake Commercial Thinning**  
Sale Notice (dated)  
**May 24, 2011 (sale date 06/21/11)**  
BLM District  
**Roseburg**

☐ Sealed Bid for Sealed Bid Sale ☒ Written Bid for Oral Auction Sale

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

Required bid deposited is \$ **16,800.00** and is enclosed in for form of ☐ cash ☐ money order ☐ bank draft

☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury

☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE - LUMP SUM SALE

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

BID SUBMITTED			(Est. Volume MBF 16' Log)		ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	1,448	x _____ = _____		x _____ = _____	
Grand Fir	MBF	360	x _____ = _____		x _____ = _____	
Western Redcedar	MBF	9	x _____ = _____		x _____ = _____	
Incense-cedar	MBF	7	x _____ = _____		x _____ = _____	
Western Hemlock	MBF	4	x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
	MBF		x _____ = _____		x _____ = _____	
TOTAL PURCHASE PRICE						

(Continued on reverse)

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

Bid submitted on *(date)*

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

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date

Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior—BLM.	Sealed Bid — Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description
Oral Auction — Submit to Sales Supervisor prior to closing of qualifying period for tract.	

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

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

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

Response to this request is required to obtain a benefit.

## NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

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

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

**ROUTINE USE:** To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

**EFFECT OF NOT PROVIDING INFORMATION:** Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timer or vegetative resources.

## BURDEN HOURS STATEMENT

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

## INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** — Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.

2. **QUALIFICATIONS OF BIDDERS** — A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** — Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** — Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** — Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

(a) **Sealed Bid Sales** — Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber/Vegetative Resource*, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.

(b) **Auction Sales** — Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.

(c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.

(d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.

6. **BID FORMS** — All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.

(a) **Lump Sum Sales** — Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** — Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.\*

\*Applies to Timber Only

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

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

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

### 10. PERFORMANCE BOND —

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

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

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

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

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

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

15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** — A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

16. **EQUAL OPPORTUNITY CLAUSE** — This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity *Compliance Report Certification* will be completed by prospective contractors. Certification may be obtained from District Manager.

17. **LOG EXPORT** — All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Num-

ber 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "*unprocessed timber*." Special reporting, branding and painting of logs may be included in contract provisions.\*

18. **DETAILED INFORMATION** — Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.