

This advertisement includes:

- (1) 11-13, Saddle Up to Paradise Commercial Thinning and Density Management Reoffer 3,282 MBF
- (2) 11-11, Pass The Buck Commercial Thinning and Density Management Reoffer 2,444 MBF
- (3) 11-14, Coq and Dagger Commercial Thinning Reoffer 987 MBF

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

Date: April 26, 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, May 24, 2011.**

ENVIRONMENTAL DOCUMENTATION was prepared for these sales. The documents are available for inspection as background for these sales at the Roseburg District Office.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation, shall constitute the decision document for purposes of protest and appeal. All three of these timber sales are reoffers of previously offered sales. Because these are not new decisions, the principle of Administrative Finality applies. This is detailed in the legal notice to be published in the News Review newspaper on or about **April 26, 2011**. BLM does not warrant publication on this exact 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: May 24, 2011

(1) Roseburg Sale No. 11-13

Sale Name: Saddle Up to Paradise Commercial Thinning
and Density Management Reoffer

Douglas County, Oregon: O&C: Oral Auction

Bid Deposit Required: \$61,500.00

All timber designated for cutting on:

N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

Sec. 27, T. 21 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
19,114	2,507	5,612	Douglas-fir	3,055	\$192.30	\$587,476.50
1,538	148	352	Western Hemlock	188	\$114.20	\$21,469.60
167	31	67	Grand Fir	38	\$127.70	\$4,852.60
41	1	3	Western Red-cedar	1	\$440.70	\$440.70
20,860	2,687	6,034		3,282		\$614,239.40

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 has been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. This volume is then expanded to a total sale volume. A map showing the location of these sample trees is available at the Roseburg District Office.

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

With respect to merchantable trees of all species: the average tree is 12.9 in. D.B.H.O.B., the average log contains 44 bd. ft., the total gross volume is approximately 3462 M bd. ft., and 95 % recovery is expected.

CUTTING AREA: An area of approximately 190 acres in 2 units are to be partially cut.

TIMBER ACREAGE: Area 1: 168 acres
 Area 2: 22 acres

ACCESS: Access to the sale area is provided by Government and Privately controlled roads. A road use fee of \$886.14 will be required to be paid to Seneca Jones Timber Company.

DIRECTIONS TO SALE AREA: To reach the sale area in Section 27, of T. 21 S., R. 7 W., W.M., go north from Roseburg on Interstate-5 to Exit 150. Exit Interstate-5 and proceed on Highway 99 to Drain and turn west on State Highway 38 for approximately 10 miles. Turn right on Road 22-7-14.0 and follow the Exhibit C map to the sale area.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$13,830.61 will be required to be paid to the BLM, a rockwear fee of \$104.90 will be required to be paid to Roseburg Resources Company, and maintenance and rockwear fees of \$14,079.78 will be required to be paid to Seneca Jones Timber Company.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging, environmental protection, road maintenance and use; fire prevention and control; slash disposal and site preparation; and log exports. 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. Yarding of log lengths greater than forty-two (42) feet will not be permitted.
3. 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.
4. 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 Area 1, where full suspension will be required.
5. 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, both days inclusive. 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.
6. 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.
7. All logging and subsoiling equipment will be cleaned and inspected for noxious weed or non-native seed prior to initial move-in on BLM lands.
8. License agreements with Roseburg Resources Company and Seneca Jones Timber Company are required for log haul upon their roads.
9. Slash disposal and site preparation 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.
10. 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 164 MBF of such additional timber would be removed under the contract, but is not included in the advertised sale volume.

11. This contract contains provisions for sub-soiling of spurs No. 1(portion), 2, and 6, landings, and ground based skid trails (see attached Exhibit D).
12. Seasonal restrictions and daily operating restrictions (DOR) on operations apply (see attached Seasonal Restriction Matrix and Exhibit E).
13. When harvest is complete, Road 21-7-35.1 Segment D and spurs No. 1(portion), 3, 4 and 5 will be blocked, water barred and mulched with logging slash. Road 21-7-35.1 Segment C2 will be blocked and water barred.

Seasonal Restriction Matrix

Sheet 1 of 1

Saddle Up to Paradise CT/DM Reoffer

OR-10-TS11-13

Seasonal Restrictions are Black-Stippled.

Daily Operating Restrictions⁴ are shaded.

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug			Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	16	1	15	1	16	1	6	15	1	16	1	15	1	15	1	15
Unit 1 and Unit 2	Falling, Bucking and Yarding ¹																									
	Ground-based yarding ^{1,2}																									
	Cable yarding on unsurfaced roads ^{1,2}																									
	Loading or hauling on unsurfaced road ²																									
	Road decommissioning, and sub-soiling ²																									
	All Operations, except hauling, within 100yds. of “Marbled Murrelet Suitable Habitat”, designated on the Ex. E as “Marbled Murrelet Seasonal Restrictions” ³																									
	All operations within 100yds of “Marbled Murrelet Suitable Habitat” may occur between two hours after Sunrise until two hours before sunset ⁴																									
	Attaching logging equipment to reserve trees within the “Marbled Murrelet Suitable Habitat” designated on Ex. E ⁵ .																									

¹ Bark slip seasonal restriction from April 15 to July 15 may be conditionally waived.

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

³ Seasonal restrictions to prevent disturbance to the marbled murrelet begins April 1 and ends August 5.

⁴ Daily operating restrictions to prevent disturbance to the marbled murrelet begins August 6 and ends September 15.

⁵ Seasonal restrictions within suitable habitat to prevent disturbance to the marbled murrelet begins April 1 and ends September 15.

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)

Tract Number
(1) 11-13
Sale Name
**Saddle Up to Paradise Commercial
Thinning and Density Management
Reoffer**
Sale Notice (dated)
April 26, 2011 (sale date 05/24/11)
BLM District
Roseburg

LUMP SUM SALE

☐ 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 \$ **61,500.00** 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	3,055	x _____ = _____		x _____ = _____	
Western Hemlock	MBF	188	x _____ = _____		x _____ = _____	
Grand Fir	MBF	38	x _____ = _____		x _____ = _____	
Western Red-cedar	MBF	1	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.

Sale Date: May 24, 2011

(2) Roseburg Sale No. 11-11

Sale Name: Pass The Buck Commercial Thinning
and Density Management Reoffer
Bid Deposit Required: \$22,800.00

Douglas County, Oregon: O&C: Oral Auction

All timber designated for cutting on:

E $\frac{1}{2}$ SE $\frac{1}{4}$	Sec. 31, T. 29 S., R. 8 W., Willamette Meridian
W $\frac{1}{2}$ SW $\frac{1}{4}$	Sec. 32, T. 29 S., R. 8 W., Willamette Meridian
Lot 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	Sec. 5, T. 30 S., R. 8 W., Willamette Meridian
W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	Sec. 9, T. 30 S., R. 8 W., Willamette Meridian
N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$	Sec. 15, T. 30 S., R. 8 W., Willamette Meridian
NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$	Sec. 27, T. 30 S., R. 8 W., Willamette Meridian
NE $\frac{1}{4}$ NE $\frac{1}{4}$	Sec. 33, T. 30 S., R. 8 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
19,097	1,683	3,908	Douglas-fir	2,054	\$101.80	\$209,097.20
1,919	289	630	Grand Fir	354	\$41.50	\$14,691.00
351	16	39	Western Hemlock	20	\$38.10 *	\$762.00
149	5	13	W. Red-cedar	6	\$334.50	\$2,007.00
93	4	11	Ponderosa Pine	5	\$25.70 *	\$128.50
171	5	11	Incense-cedar	5	\$207.80	\$1,039.00
21,780	2,002	4,612		2,444		\$227,724.70

* 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 has been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree to be harvested is 11.9" D.B.H.O.B., the average log contains 38 bd. ft., the total gross volume is approximately 2,564 M bd. ft. (MBF) and 95 percent recovery is expected.

CUTTING AREA: An area of approximately 205 acres in 9 units is to be partially cut. A right-of-way of 2 acres must be cut.

<u>TIMBER ACREAGE:</u>	Area 1: 15 acres	Area 6: 11 acres
	Area 2: 26 acres	Area 7: 19 acres
	Area 3: 64 acres	Area 8: 17 acres
	Area 4: 12 acres	Area 9: 23 acres
	Area 5: 18 acres	R/W: 2 acres

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

DIRECTIONS TO SALE AREA: From Winston take State Highway 42 west approximately 16.1 miles and turn left onto Burma Road (DC 131S). Proceed approximately 0.7 miles on Burma Road and turn right onto the Buck Springs Road (BLM Road No. 29-8-29.2). Follow Road No. 29-8-29.2 approximately 1.2 miles to enter the Contract Area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$9,279.88 will be required to be paid to the BLM.

ROAD CONSTRUCTION: Approximately 18+20 stations of road construction and 70+26 stations of road renovation as shown on the Exhibit C.

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, renovation, maintenance and use; fire protection; slash disposal; and log exports. 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 a 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 may not have been amortized by timber removed from the contract area.
2. The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The purchaser shall bear any increased costs for log branding and painting.
3. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: (1) The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer; (2) Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned; (3) Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions; (4) The use of unilateral modifications executed by BLM for such additional and replacement timber; (5) Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer;

and, (6) It is estimated that approximately 122 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 between October 15 of one calendar year and May 15 of the following calendar year, both days inclusive.
 - b) No timber falling, bucking or yarding shall be conducted on the Contract Area from April 15 to July 15 of each calendar year, both days inclusive, due to bark slip.
 - c) No timber yarding shall be conducted on those Harvest Areas accessed by unsurfaced roads from October 15 of one calendar year to July 15 of the following calendar year, both days inclusive.
 - d) For **Harvest Areas No. 4 (portion), No. 5 (portion), No. 6, No. 7**, as well as **Spur No. 1, and the extension of Spur No. 1**, as shown on the Exhibit A, no operations may be conducted from April 1 to August 5, both days inclusive, of each calendar year due to the potential disruption of nesting marbled murrelets. In addition, daily operating restrictions will be in effect from August 6 to September 15, both days inclusive, of each calendar year. For **Harvest Area No. 9 (portion)**, daily operating restrictions will be in effect from April 1 to August 5, both days inclusive, of each calendar year. During this period, all operations shall be scheduled from two hours after sunrise to two hours before sunset. Refer to Exhibit "E" and the seasonal restriction matrix for details.
 - (e) In regards to the potential to disturb nesting spotted owls, no operations may be conducted in portions of Harvest Areas No. 2, No. 3, No. 5, No. 6, No. 7, and No. 9 between March 1 and July 15, both dates inclusive, of each calendar year. Refer to Exhibit "E" and the seasonal restriction matrix for details
5. Harvest Areas No. 1, No. 3, No. 4, No. 5, and No. 7 are available as winter logging opportunities and may proceed after October 15th and continue until either, March 1st, April 1st, or April 15th. Refer to Exhibit "E" and the seasonal restriction matrix for details.
6. Spur No. 1, Spur No. 1 (ext.), Spur No. 2, and Road No. 30-8-34.0 are to be decommissioned the same operating season in which they are used for harvest activity. BLM will perform subsoiling operations on Spurs No. 1, No. 1 (ext.), and No. 2. **The Purchaser will be responsible for blocking and/or waterbarring these roads. In addition to waterbarring the Purchaser will be responsible for covering Road No. 30-8-34.0 with logging slash as stated in the Exhibit C.**
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. In all Harvest Areas all trees designated for cutting shall be felled, topped, limbed and cut in log lengths not to exceed **forty-one (41) feet prior to being yarded.**
10. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.

11. Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
12. During logging operations, the Purchaser shall keep Road No. 29-8-29.2 where it passes through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. The road shall not be blocked by such operations for more than thirty (30) minutes unless otherwise approved by the Authorized Officer.
13. Flaggers are required to control traffic on Road No. 29-8-29.2 whenever falling or yarding operations pose a hazard to traffic passing through the Harvest Areas.
14. Any damage occurring to the bituminous surfacing of Road No. 29-8-29.2 as a result of logging operations will be repaired at the Purchaser's expense.
15. Snow removal will be performed by the BLM upon request by the purchaser.
16. License Agreement with Lone Rock Timber Co. is required (see Exhibit D).

Seasonal Restriction Matrix

Sheet 1 of 3

Pass The Buck Commercial Thinning and Density Management Reoffer

OR10-TS11-11

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

Sale Area	Activity	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
		1 15	1 15	1 15	1 15	1 15	1 15	1 15	1 6 15	1 15	1 15	1 15	1 15
Unit 1	Falling and bucking ²												
	Cable yarding on unsurfaced road ^{1,2}												
	Cable yarding on rock or asphalt road ²												
	Loading or hauling on unsurfaced road ¹												
	Loading or hauling on rock or asphalt road												
Unit 2	Falling and bucking ^{2,3}												
	Cable yarding on inadequately surfaced roads ^{1,2,3}												
	Loading or hauling on inadequately surfaced road ¹												
Unit 3	Falling and bucking ^{2,3}												
	Cable yarding on rock or asphalt road ^{2,3}												
	Right-of-way logging and clearing ¹												
	Loading or hauling on rock or asphalt road												
Unit 4	Falling and bucking ^{2,3}									D O R			
	Cable yarding on rock road ^{2,3}									D O R			
	Loading or hauling on rock or asphalt road												
Unit 5	Falling and bucking ^{2,3}									D O R			
	Cable yarding on rock or asphalt road ^{2,3}									D O R			
	Loading or hauling on rock or asphalt road												

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

²Bark slip seasonal restrictions may be conditionally waived.

³Refer to **Exhibit E** for restricted portions of units in regards to marbled murrelet and spotted owl disruption.

Seasonal Restriction Matrix

Sheet 2 of 3

Pass The Buck Commercial Thinning and Density Management Reoffer

OR10-TS11-11

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

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug			Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	6	15	1	15	1	15	1	15	1	15
Unit 6	Falling and bucking ^{2,3}																D	O	R							
	Right-of-way logging and clearing ^{1,3}																D	O	R							
	Cable yarding on unsurfaced road ^{1,2,3}																D	O	R							
	Cable yarding on rock or asphalt road ^{2,3}																D	O	R							
	Loading or hauling on unsurfaced road ^{1,3}																									
	Loading or hauling on rock or asphalt road																									
Unit 7	Falling and bucking ^{2,3}																D	O	R							
	Cable yarding on rock or asphalt road ^{2,3}																D	O	R							
	Loading or hauling on rock or asphalt road																									
Unit 8	Falling and bucking ²																									
	Cable yarding on unsurfaced road ^{1,2}																									
	Cable yarding on rock or asphalt road ²																									
	Loading or hauling on unsurfaced road ¹																									
	Loading or hauling on rock or asphalt road																									

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

²Bark slip seasonal restrictions may be conditionally waived.

³Refer to **Exhibit E** for restricted portions of unit in regards to marbled murrelet and spotted owl disruption.

Seasonal Restriction Matrix

Sheet 3 of 3

Pass The Buck Commercial Thinning and Density Management Reoffer

OR10-TS11-11

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

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug			Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	6	15	1	15	1	15	1	15	1	15
Unit 9	Falling and bucking ^{2,3}															DOR										
	Cable yarding on unsurfaced road ^{1,2,3}															DOR										
	Loading or hauling on unsurfaced road ¹																									
Road No. 30-8-5.3	Road construction ¹																									
Spur No. 1	Road renovation ^{1,3}																D	O	R							
Spur No. 1 (ext.)	Road construction ^{1,3}																D	O	R							
Spur No. 2	Road construction ¹																									
Road No. 30-8-34.0	Road renovation ¹																									
Road No. 29-8-31.2	Road renovation ^{1,3}																									

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

²Bark slip seasonal restrictions may be conditionally waived.

³Refer to **Exhibit E** for restricted portions of unit in regards to marbled murrelet and spotted owl disruption.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

LUMP SUM SALE

Tract Number
(2) 11-11
Sale Name
**Pass The Buck Commercial Thinning
and Density Management Reoffer**
Sale Notice (dated)
April 26, 2011 (sale date 05/24/11)
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 \$ **22,800.00** 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	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	2,054	x _____ = _____		x _____ = _____			
Grand Fir	MBF	354	x _____ = _____		x _____ = _____			
Western Hemlock	MBF	20	x _____ = _____		x _____ = _____			
Western Red-cedar	MBF	6	x _____ = _____		x _____ = _____			
Ponderosa Pine	MBF	5	x _____ = _____		x _____ = _____			
Incense-cedar	MBF	5	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-

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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.

Sale Date: May 24, 2011

(3) Roseburg Sale No.: 11-14
Douglas County, Oregon: O&C: Oral Auction

Sale Name: Coq and Dagger Commercial Thinning Reoffer
Bid Deposit Required: \$ 13,300.00

All timber designated for cutting on:

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

Sec. 31, T. 29 S., R. 8 W., Willamette Meridian
Sec. 32, T. 29 S., R. 8 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
4,380	490	1,087	Grand Fir	598	\$110.90	\$66,318.20
4,294	324	704	Douglas-fir	379	\$171.80	\$65,112.20
136	7	16	Western Hemlock	9	\$95.70	\$861.30
31	1	3	Incense-cedar	1	\$243.00	\$243.00
8,841	822	1,810		987		\$132,534.70

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 has been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 11.3" D.B.H.O.B., the average log contains 39 bd. ft., the total gross volume is approximately 1,086 M bd. ft., and 91% recovery is expected.

CUTTING AREA: An area of approximately 62 acres in 2 units is to be partially cut.

TIMBER ACREAGE: Area 1: 32 acres
Area 2: 30 acres

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

DIRECTIONS TO SALE AREA: From Winston, proceed west on State Highway 42 approximately 16.1 miles and turn left onto Burma Road (DC 131S). Proceed on Burma Road for approximately seven tenths (0.7) miles and

turn right onto the Buck Springs Road (BLM Road No. 29-8-29.2). Follow Road No. 29-8-29.2 for approximately three tenths (0.3) miles to the Contract Area. Refer to timber sale Exhibits A and C for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$989.77 will be required to be paid to the BLM.

ROAD CONSTRUCTION: There is no new road construction or renovation associated with this timber sale.

DURATION OF CONTRACT will be 24 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging, environmental protection, cultural resources, 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 danger trees or trees in forwarder trails, 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 **50** 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 timber yarding 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. Wet season restrictions may be shortened or extended depending on weather conditions.

- (b) No timber falling, bucking or yarding shall be conducted on the Contract Area from April 15 to July 15 of each calendar year, both days inclusive, due to bark slip. Bark slip seasonal restrictions may be conditionally waived.
5. Timber harvest in this contract is designed for a **harvester/forwarder** system. As such, trees designated for cutting shall be felled, topped, limbed and cut into log lengths not to exceed **twenty-one (21) feet** before being yarded. **As an option, the Purchaser may choose to harvest the sale using a cable yarding system** in which case seasonal restrictions specific to ground-based yarding activities would be waived and trees designated for cutting shall not exceed **forty-one (41) feet**.
 6. 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.
 7. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.
 8. Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
 9. Wildland Urban Interface: For both Harvest Areas, logging residues (slash) within 50 feet of Roads No. 29-8-29.2 and No. 29-8-31.3 will need to be hand piled and covered for fuels hazard reduction. See Exhibit D for a detailed map and piling specifications.
 10. During logging operations, the Purchaser shall keep Road No. 29-8-29.2 where it passes through the contract area, clear of trees, rock, dirt, and other debris so far as is practicable. The road shall not be blocked by such operations for more than thirty (30) minutes unless otherwise approved by the Authorized Officer.
 11. Flaggers are required to control traffic whenever falling or yarding operations pose a hazard to traffic passing through the Harvest Area.
 12. Any damage occurring to the bituminous surfacing of Road No. 29-8-29.2 as a result of logging operations will be repaired at the Purchaser's expense.

Seasonal Restriction Matrix
Coq & Dagger Commercial Thinning Reoffer
OR-10-TS11-14

Restricted times are shaded

		Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
Sale Area	Activity	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Units 1 and 2	Hand falling and bucking ²																								
	Mechanical falling and bucking ^{1, 2}																								
	Ground-based yarding ^{1, 2}																								
	Loading or hauling on rock/asphalt road																								

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

²Bark 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

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

LUMP SUM SALE

Tract Number
(3) 11-14
Sale Name
Coq and Dagger Commercial Thinning Reoffer
Sale Notice (dated)
April 26, 2011 (sale date 05/24/11)
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 \$ **13,300.00** 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
Grand Fir	MBF	598	x		=	x	
Douglas-fir	MBF	379	x		=	x	
Western Hemlock	MBF	9	x		=	x	
Incense-cedar	MBF	1	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.

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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.*

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