

This advertisement includes:

Tract 1 - Bucko Commercial Thinning 2,652 MBF
Tract 2 - Thin Air Commercial Thinning 2,873 MBF
Tract 3 - Cox Pit Commercial Thinning 3,182 MBF

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

Date: August 18, 2009

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4, attached. Written and oral bids will be received by the District Manager, or his representative, at 777 NW Garden Valley Blvd., Roseburg, Oregon 97471. The timber sale will commence at 10:00 a.m., on Tuesday, September 15, 2009.

AN ENVIRONMENTAL ASSESSMENT was prepared for these sales, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Roseburg District Office.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation, shall constitute the decision document for purposes of protest and appeal. Protests may be filed with the Contracting Officer within 15 days after the first publication of the aforementioned decision document in the newspaper. It is anticipated that the decision document will be published in *The News Review* newspaper on or about August 18, 2009. BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form No. 5440-9 at no less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract. Since bidding on minor species usually has little effect on the final outcome of a sale and can be disruptive to the bidding process, BLM will accept bids over appraised price for Douglas-fir only.

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

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

1. Form No. 1140-6, Independent Price Determination Certificate, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.

2. Form No. 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.
3. Form No. 1140-8, Equal Opportunity Compliance Report Certification.
4. Form No. 5430-1 Self Certification Clause
5. Form No. 5450-17, Export Determination.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than twenty (20) percent of the total purchase price will be required for all contracts of \$2,500 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500 will be required for all installment contracts less than \$2,500.

LOG EXPORT AND SUBSTITUTION. All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

ADDITIONAL INFORMATION concerning each timber sale tract described herein is available at the above District Office. A copy of the timber sale contract is also available for inspection at the District Office.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

INSTALLMENT PAYMENTS may be authorized for sales of \$500 or more. Required installments will be determined by BLM. For sales under \$500,000, installments will not be less than ten (10) percent of the total purchase price. For sales of \$500,000 or more, installment payments shall be \$50,000.

Attachments:

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

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

Sale Date: September 15, 2009

(1) Roseburg Sale No. 09-18
Douglas County, Oregon: O&C: Oral Auction

Sale Name: Bucko Commercial Thinning
Bid Deposit Required: \$8,700.00

All timber designated for cutting on:

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

Section 35

T. 21 S., R. 4. 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
13,639	2,095	4,242	Douglas-fir	2,230	\$30.20 *	\$67,346.00
1,700	288	631	Grand Fir	354	\$23.70 *	\$8,389.80
374	32	90	Western red-cedar	43	\$222.00	\$9,546.00
136	12	29	Western Hemlock	15	\$23.30 *	\$349.50
138	5	14	Ponderosa Pine	7	\$15.00 *	\$105.00
54	3	7	Incense-cedar	3	\$383.20	\$1,149.60
16,041	2,435	5,013		2,652		\$86,885.90

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

CRUISE INFORMATION

3P (Volume Table Cruise)

The Douglas-fir has been cruised using the 3P system to select sample trees. Part of the sample trees have been felled, bucked and scaled and the remainder have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume.

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 13.2" D.B.H.O.B., the average log contains 45 bd. ft., the total gross volume is approximately 2,819 M bd. ft. (MBF) and 94 percent recovery is expected.

CUTTING AREA: An area of approximately 131 acres in 1 unit is to be partially cut and 2 acres of right-of-way must be clearcut.

TIMBER ACREAGE: Area 1: 131 acres R/W: 2 acres

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

DIRECTIONS TO SALE AREA: To reach the sale area in Section 35 of T. 21 S., R. 4 W., W.M., go north from Roseburg on Interstate-5 to Exit 163. Exit Interstate-5 and proceed east on County Road 62 approximately 2 miles to the junction with BLM Road No. 21-4-28. Proceed east on BLM Road No. 21-4-28 and follow the Exhibit D map to the sale area.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$1,141.16 will be required to be paid to the Roseburg District of the BLM. Rockwear fees of \$1,208.02 will be required to be paid to the Eugene District of the BLM. Maintenance and rockwear fees of \$2,022.30 will be required to be paid to Weyerhaeuser Co.

ROAD CONSTRUCTION: Estimates include the following: construction of 34+26 stations of 14-foot subgrade roads, renovation of 76+45 stations of 14-foot subgrade roads, and decommissioning of 117+11 stations of native surface roads.

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, maintenance and use; fire prevention and control; slash disposal and site preparation; log exports; and non-segregated facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision is included in the contract which enables the Contracting Officer to suspend or terminate the contract in order to: (1) comply with the Endangered Species Act; (2) comply with a court order; (3) comply with BLM Manual 6840 as it relates to Federal proposed, Federal candidate, Bureau sensitive, or State listed species or habitat; or (4) protect raptor nests during nesting.

This contract provision limits the liability of the Government to the actual Out-of-Pocket Expenses incurred by the Purchaser which have not been amortized by the removal of timber from the contract area. In the event that operating time is lost as a result of the incorporation of additional contract requirements or suspension-related delays, an extension of time, with or without reappraisal depending on the reason for the suspension, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser. In the event of a suspension that lasts longer than 30 days, the First Installment may be reduced and/or the unamortized Out-of-Pocket Expenses of road or other construction may be refunded or transferred to another contract at the election of the Purchaser.

2. Seasonal restrictions on operations apply (see attached Seasonal Restriction Matrix). Due to existing road conditions, this sale is currently limited to dry season operations.
3. This one hundred and thirty-three (133) acre density management sale contains the following areas: approximately one hundred and thirty-one (131) acres of cable yarding and two (2) acres of ground-based right-of-way yarding. Yarding areas are shown on Exhibit A. Timber haul routes are shown on Exhibit D.
4. Yarding of log lengths greater than forty-two (42) feet will not be permitted, unless waived by the Authorized Officer.

5. The Authorized Officer will need to be advised when any retention trees are damaged during falling or yarding operations, or when retention trees need to be cut for yarding corridors or safety purposes.
6. 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.
7. 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 of logs shall be done under the canopy with one end suspension except in those areas where full suspension is required. Lift trees and/or intermediate support trees shall be employed where necessary to meet this requirement. All logs shall be yarded away from or parallel to riparian buffers except in the areas designated for full suspension in Harvest Area 1, as shown on Exhibit A. Full suspension will be required when yarding across the streams in these areas.
8. 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.
9. Approximately 76+45 stations of road will be renovated. 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.
10. All equipment used in road construction and/or yarding operations will be cleaned and inspected for noxious weed seed prior to move-in on BLM lands.
11. A License agreement with Weyerhaeuser Co. will be required for log haul upon their roads also Road Use Fees of \$20,073.20 and rockwear and maintenance fees of \$2,022.30 will be required to be paid to Weyerhaeuser Co.
12. A License agreement with Seneca Jones Timber Company will be required for log haul upon their roads.
13. Slash disposal requirements consist of the following: piling and covering slash and debris within a fifty (50) foot radius of landings and other locations designated by the Authorized Officer.
14. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. This authority extends to the timber necessary to clear cable yarding roads and/or skid roads; providing tailhold, tieback, and guyline trees; and removing danger trees. The timber may be immediately cut and removed when the trees have been marked in a manner determined by the Authorized Officer. Payment for such additional timber shall be executed through a unilateral modification of the timber sale contract. The volume of the timber will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. It is estimated that approximately 133 MBF of such additional timber would be removed under the contract, but is not included in the advertised sale volume.

Roseburg Sale No. 09-18
Sale Date: September 15, 2009
Bucko Commercial Thinning

Additional timber shall be sold at the unit prices shown in Exhibit B of this contract unless: timber value must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or the Authorized Officer determines that the timber should be appraised and sold at fair market value in accordance with Section 8 of the contract because the species, size, grade and/or value of the additional timber is not representative of the character of the timber in the forest stand(s) otherwise designated for thinning.

Seasonal Restriction Matrix

Sheet 1 of 1

Bucko Commercial Thinning / Density Management

OR10-TS09-18

Seasonal Restrictions are Black-Stippled.

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
1	Right-of-way logging and clearing ²																									
1	Cable yarding on unsurfaced roads ^{1, 2}																									
1	Loading or hauling on unsurfaced road ²																									
1	Falling and bucking ¹																									
1	All operations, except hauling, within 65 yds. of suitable spotted owl habitat ³																									

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 No operations except hauling shall be conducted within the 65 yard Owl Seasonal Restricted Area in Harvest Area #1 as shown on the Exhibit E between February 1 and July 15 of each year, both days inclusive.

Sale Date: September 15, 2009

(2) Roseburg Sale No. 09-07
Douglas County, Oregon: O & C Oral Auction

Sale Name: Thin Air Commercial Thinning
Bid Deposit Required: \$9,200.00

All timber designated for cutting on:

W½NE¼, SE¼NW¼

Lots 1,2,3,6,7,8,9,10,11,12,13,14,15,16

NE¼, SW¼

Section 25

Section 27

Section 35

T. 29 S., R. 3 W., Willamette Meridian

T. 29 S., R. 3 W., Willamette Meridian

T. 29 S., R. 3 W., Willamette Meridian

Approx. Number	Est. Vol. MBF	Est. Vol. C Cu.		Est. Vol. MBF	Appraised Price	Est. Volume Times
Merch. Trees	32' Log	Ft.	Species	16' Log	Per MBF	Appraised Price
26,914	2,267	5,135	Douglas-fir	2,617	\$29.10 *	\$76,154.70
1,229	139	315	Grand Fir	171	\$23.60 *	\$4,035.60
1,351	60	161	Incense-cedar	76	\$143.20	\$10,883.20
181	8	19	Ponderosa Pine	9	\$26.70 *	\$240.30
29,675	2,474	5,630		2,873		\$91,313.80

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

CRUISE INFORMATION

3P (Fall, Buck & Scale & Volume Table Cruise Combined)

The Douglas-fir and has been cruised using the 3P system to select sample trees. Part of the sample trees have been felled, bucked and scaled and the remainder have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume.

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 11.4" D.B.H.O.B., the average log contains 33 bd. ft., the total gross volume is approximately 3106 M bd. ft., and 92% recovery is expected.

CUTTING AREA: An area of approximately 326 acres in 6 units is to be partially cut. A right-of-way of 3 acres must be cut.

TIMBER ACREAGE:

Area 1: 13 acres	Area 5: 18 acres
Area 2: 184 acres	Area 6: 27 acres
Area 3: 37 acres	R/W 3 acres
Area 4: 47 acres	

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

A road use fee of \$29.15 will be required.

DIRECTIONS TO SALE AREA: To access the Harvest Areas, from Days Creek, Oregon, proceed east on Douglas County Road No. 34 approximately six (6.0) miles to its junction with BLM Road No. 29-3-33.0. Proceed on BLM Road No. 29-3-33.0 for approximately seven tenths (0.7) miles to the Contract Area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$16,373.14 will be required to be paid to the BLM. Rockwear fees required to be paid to Roseburg Resources Company will be at the same rate per mile per MBF as the BLM charges at time of haul. \$4.37 was used in the appraisal.

ROAD CONSTRUCTION: Estimates include approximately 38+92 stations of road construction and 57+00 stations of road renovation as shown on 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; log exporting and Nonsegregated Facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision is included in the contract which enables the Contracting Officer to suspend the contract to facilitate protection of a certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act or a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which may not have been amortized by timber removed from the contract area.
2. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. These provisions include: (1.) The designation and sale of additional timber, such as corridor and guyline trees, at contract price, as necessary to facilitate safe and efficient logging. Such trees may be felled and removed when they are painted by the Authorized Officer; (2.) Sale of additional timber volume at current fair market value where the species and/or size of trees are not representative of the forest stand(s) being thinned; (3.) Government reservation of trees previously marked for cutting (replacement) when the Authorized Officer determines that it is necessary in order to maintain stand densities consistent with objectives set forth in management prescriptions; (4.) The use of unilateral modifications executed by BLM for such additional and replacement timber; (5.) Revocation of the Purchaser's right to cut additional timber if the Authorized Officer determines that trees have been cut and removed that were not previously marked and approved for cutting and removal by the Authorized Officer; and, (6.) It is estimated that approximately **145** MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.

3. **The 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 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.**
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, loading or hauling shall be conducted on those portions of the Contract Area accessed by unsurfaced roads or where ground based yarding is utilized from October 15 of one calendar year to July 15 of the following calendar year, both days inclusive.
5. **Harvest Areas No. 1, No. 6 and portions of Harvest Areas No. 2 and No. 4 where accessed by rock roads are available as winter logging opportunities and may proceed after October 15th and continue until April 15th (onset of barkslip).** Refer to attached seasonal restriction matrix for unit specifics.
6. Cable yarding shall be done with a skyline yarding system capable of maintaining one-end suspension of logs, and equipped with a mechanical slack pulling carriage with a minimum of one hundred (100) feet of lateral yarding capability. Yarding corridors will be limited to a maximum width of twenty (20) feet. For Harvest Areas No. 1, No. 4, No. 5 and No. 6 spar height cannot exceed forty (40) feet with a maximum power rating of 225 HP. For Harvest Area No. 2, spar height cannot exceed fifty-five (55) feet with a maximum power rating of 450 HP.
7. In those Harvest Areas or portions thereof designated for cable yarding, the use of lift trees and/or intermediate support trees may be required.
8. In Harvest Area No. 3 and those portions of Harvest Areas No. 1 and No. 2 specified for ground-based yarding, a **harvester/forwarder** system is **required**.
9. In Harvest Areas No. 4, No. 5, No. 6 and those portions of No. 1 and No. 2, specified for cable yarding, 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**. In Harvest Area No. 3 and those portions of Harvest Areas No. 1 and No. 2, specified for ground-based yarding, all trees designated for cutting shall be felled, topped, limbed and cut into log lengths not to exceed **twenty-one (21) feet** before being yarded.

10. To prevent the introduction of noxious weeds to the Contract Area, all logging and road building equipment, **except log trucks**, must be steam cleaned or pressure washed prior to initial move-in or upon return to the sale area if used elsewhere.
11. In the event administrative check scaling is requested by the BLM, the Purchaser must obtain a safe location, to be approved by the Authorized Officer, where logs can be unloaded, rolled out and scaled in accordance with Eastside Scribner Decimal C Rules by BLM scalers or independent scalers contracted to the BLM. The purchase price of the contract shall be reduced accordingly as compensation for delays in log transportation time.
12. Harvest acres shown on Exhibit A are net acres after roads interior to Harvest Area boundaries have been deleted from acreage calculations.
13. Construction or renovation and decommissioning of Spur No. 2 and Road No. 29-3-35.4 Segment B will be accomplished in the same operating season in which they are used for harvest activity. **The Purchaser will perform all decommissioning operations.**
14. License agreements with Seneca Jones Timber Co. and Roseburg Resources Co. are required.
15. During logging operations, the Purchaser shall keep Road No. 29-3-33.0 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.
16. Flaggers are required to control traffic on Road No. 29-3-33.0 whenever falling or yarding operations pose a hazard to traffic passing through or adjacent to Harvest Areas No. 1 and No. 2.
17. The southwest 1/3 of Harvest Area No. 2 will require "walking" a yarder down a ridge for a distance of approximately 2,000 feet. Within this stretch there are several sections with slopes slightly in excess of 30%. A tractor/forwarder and/or yarder "swing" will be necessary to move logs from the end of the yarder/forwarder road shown on Exhibit "A", up to the end of Road No. 29-3-26.3 for loading.
18. A portion of this sale is located within the Wildland-Urban Interface. Consequently, logging slash within fifty feet of Road No. 29-3-33.0 to its junction with Road No. 29-3-27.0 shall be piled and covered. Only that area south of the 33.0 road, where it adjoins Harvest Areas No. 1 and No. 2, needs treatment. Refer to the location and specifications as shown on Exhibit "E".

Seasonal Restriction Matrix

Sheet 1 of 2

Thin Air Commercial Thinning

OR10-TS09-07

*Restricted Times are Shaded

Sale Area		Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
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
Unit 1	Falling and bucking ²																								
	Cable yarding on rock road ²																								
	Cable yarding on unsurfaced roads ^{1, 2}																								
	Ground-based yarding ^{1, 2, 3}																								
	Loading or hauling on rock road																								
	Loading or hauling on unsurfaced roads ¹																								
Unit 2	Falling and bucking ²																								
	Cable yarding on rock road ²																								
	Cable yarding on unsurfaced roads ^{1, 2}																								
	Ground-based yarding ^{1, 2, 3}																								
	Loading or hauling on rock road																								
	Loading or hauling on unsurfaced roads ¹																								
	Right-of-way logging and clearing ¹																								
Unit 3	Falling and bucking ²																								
	Ground-based yarding ^{1, 2, 3}																								
	Loading or hauling on unsurfaced roads ¹																								
	Loading or hauling on rock road																								

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

²Bark slip seasonal restrictions may be conditionally waived.

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

Seasonal Restriction Matrix

Sheet 2 of 2

Thin Air Commercial Thinning

OR10-TS09-07

*Restricted Times 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	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Unit 4	Falling and bucking ²																								
	Cable yarding on rock road ²																								
	Cable yarding on unsurfaced roads ^{1,2}																								
	Loading or hauling on rock road																								
	Loading or hauling on unsurfaced roads ¹																								
	Right-of-way logging and clearing ¹																								
Unit 5	Falling and bucking ²																								
	Cable yarding on unsurfaced roads ^{1,2}																								
	Loading or hauling on unsurfaced roads ¹																								
	Right-of-way logging and clearing ¹																								
Unit 6	Falling and bucking ²																								
	Cable yarding on rock road ²																								
	Loading or hauling on rock road																								
All Roads	Road construction/renovation ¹																								

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

²Bark slip seasonal restrictions may be conditionally waived.

Sale Date: September 15, 2009

(3) Roseburg Sale No. 09-11

Sale Name: Cox Pit Commercial Thinning

Douglas County, Oregon: O&C, Public Domain: Oral Auction

Bid Deposit Required: \$12,800.00

All timber designated for cutting on:

SE $\frac{1}{4}$ NE $\frac{1}{4}$

Section 20 T. 22. S., R. 4. W., Willamette Meridian

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

Section 21 T. 22. S., R. 4. 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
22,415	2,521	5,650	Douglas-fir	3,010	\$40.40	\$121,604.00
690	131	285	Grand Fir	163	\$23.50 *	\$3,830.50
51	5	12	Incense-cedar	6	\$305.30	\$1,831.80
17	2	5	Western Redcedar	3	\$205.60	\$616.80
23,173	2,659	5,952		3,182		\$127,883.10

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

CRUISE INFORMATION

3P (Volume Table Cruise)

The Douglas-fir has been cruised using the 3P system to select sample trees. Part of the sample trees have been felled, bucked and scaled and the remainders have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The sample tree volumes were expanded to a total sale volume.

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 12.2" D.B.H.O.B., the average log contains 40 bd. ft., the total gross volume is approximately 3,370 M bd. ft. (MBF) and 94 percent recovery is expected.

CUTTING AREA: An area of approximately 199 acres in 5 units are to be thinned and 5 acres of right-of-way must be clearcut.

TIMBER ACREAGE:

Area 1: 34 acres

Area 4: 50 acres

Area 2: 25 acres

Area 5: 27 acres

Area 3: 63 acres

R/W: 5 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 Section 20 and 21, T. 22 S., R. 4 W., W.M., go north from Roseburg on Interstate-5 to Exit 154. Exit Interstate-5 and turn left under freeway. Proceed north on County Road No. 25 for approximately 2.3 miles to County Road No. 196. Take County Road No. 196 east approximately 1.6 miles to its junction with Road No. 22-4-20.0 and follow Exhibit D map to sale area.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$5,268.67 will be required to be paid to the BLM.

ROAD CONSTRUCTION: Estimates include the following: construct 78+00 stations of 14-foot subgrade, renovate 66+00 stations of 14-foot subgrade, and decommission 144+00 stations.

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, maintenance and use; fire prevention and control; slash disposal and site preparation; log exports; and non-segregated facilities. Log scaling may be required under the terms of this contract.

NOTES:

1. A Special Provision is included in the contract which enables the Contracting Officer to suspend or terminate the contract in order to: (1) comply with the Endangered Species Act; (2) comply with a court order; (3) comply with BLM Manual 6840 as it relates to Federal proposed, Federal candidate, Bureau sensitive, or State listed species or habitat; or (4) protect raptor nests during nesting.

This contract provision limits the liability of the Government to the actual Out-of-Pocket Expenses incurred by the Purchaser which have not been amortized by the removal of timber from the contract area. In the event that operating time is lost as a result of the incorporation of additional contract requirements or suspension-related delays, an extension of time, with or without reappraisal depending on the reason for the suspension, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser. In the event of a suspension that lasts longer than 30 days, the First Installment may be reduced and/or the unamortized Out-of-Pocket Expenses of road or other construction may be refunded or transferred to another contract at the election of the Purchaser.

2. Seasonal restrictions on operations apply (see attached Seasonal Restriction Matrix and Exhibit E).
3. This two hundred four (204) acre commercial thinning and density management sale contains the following areas: approximately one hundred forty-three (143) acres of cable yarding and sixty-one (61) acres of ground-based yarding of which five (5) acres are right-of-way cutting. Yarding areas are shown on Exhibit A. Timber haul routes are shown on Exhibit D.
4. Yarding of log lengths greater than forty-two (42) feet will not be permitted.
5. The Authorized Officer will need to be advised when any retention trees are damaged during falling or yarding operations, or when retention trees need to be cut for yarding corridors or safety purposes.
6. 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.

7. 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 and 4 as shown on Exhibit A, where full suspension will be required.
8. 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.
9. Portions of harvest areas 2, 3, and 4 will be available for winter logging from rocked roads.
10. Approximately 78+00 stations of 14-foot subgrade, unsurfaced road will be constructed. Approximately 66+00 stations of existing road will be renovated. 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. All equipment used in road construction and/or yarding operations will be cleaned and inspected for noxious weed seed prior to initial move-in and/or before leaving the contract area on BLM lands.
12. A license agreement with Weyerhaeuser Company is required for log haul upon their roads.
13. Slash disposal and site preparation requirements consist of the following: piling and covering slash and debris within a fifty (50) foot radius of landings and other locations designated by the Authorized Officer.
14. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. This authority extends to the timber necessary to clear cable yarding roads and/or skid roads; providing tailhold, tieback, and guyline trees; and removing danger trees. The timber may be immediately cut and removed when the trees have been marked in a manner determined by the Authorized Officer. Payment for such additional timber shall be executed through a unilateral modification of the timber sale contract. The volume of the timber will be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures. It is estimated that approximately 159 MBF of such additional timber would be removed under the contract, but is not included in the advertised sale volume.

Additional timber shall be sold at the unit prices shown in Exhibit B of this contract unless: timber value must be reappraised subject to the terms for contract extension set forth in Sec. 9 of the contract; or the Authorized Officer determines that the timber should be appraised and sold at fair market value in accordance with Sec. 8 of the contract because the species, size, grade and/or value of the additional timber is not representative of the character of the timber in the forest stand(s) otherwise designated for thinning.

Seasonal Restriction Matrix

Sheet 1 of 1

Cox Pit Commercial Thinning / Density Management
OR-10-TS09-11

Seasonal Restrictions are Black-Stippled.

Sale Units	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
2, 3, 4, 5	Ground-based yarding ^{1,2}																									
1, 2, 3, 4, 5	Right-of-way logging and clearing ²																									
1, 2, 3, 4, 5	Cable yarding on unsurfaced roads ^{1,2}																									
1, 2, 3, 4, 5	Loading or hauling on unsurfaced road ²																									
1, 2, 3, 4, 5	Falling and bucking ¹																									
1, 2, 3, 4, 5	All Operations, except hauling, within 65 yds. of suitable spotted owl habitat ³																									

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 The Purchaser shall notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place on the contract area between March 1 and July 15, both days inclusive. If it is determined that spotted owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations in writing. Without this written approval, such operations are prohibited from March 1 through July 15 of each calendar year.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

LUMP SUM SALE

Tract Number

Sale Name

Sale Notice (dated)

BLM District

☐ Sealed Bid for Sealed Bid Sale

☐ Written Bid for Oral Auction Sale

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

Required bid deposited is \$ _____ and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft
☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury
☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE — LUMP SUM SALE

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
			X _____ = _____		X _____ = _____	
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.

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

LUMP SUM SALE

Tract Number

Sale Name

Sale Notice (dated)

BLM District

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BID SCHEDULE — LUMP SUM SALE

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[illegible]

(Continued on reverse)

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Bid submitted on *(date)*

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

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	<i>(To be completed following oral bidding)</i>
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior—BLM.	Sealed Bid — Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside: (1) "Bid for Timber" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description
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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.

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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.

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(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.

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

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

LUMP SUM SALE

Tract Number

Sale Name

Sale Notice (dated)

BLM District

☐ Sealed Bid for Sealed Bid Sale

☐ Written Bid for Oral Auction Sale

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

Required bid deposited is \$ _____ and is enclosed in the form of ☐ cash ☐ money order ☐ bank draft
☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury
☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE — LUMP SUM SALE

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

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

(Continued on reverse)

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

Bid submitted on *(date)*

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

<input type="checkbox"/> Signature, if firm is individually owned	Name of firm <i>(type or print)</i>
<input type="checkbox"/> Signatures, if firm is a partnership	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.

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(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.*

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Nonsegregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.