



























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             | =           |
|                             |      |                              | X          | =           | X             | =           |
|                             |      |                              | X          | =           | X             | =           |
|                             |      |                              | X          | =           | X             | =           |
|                             |      |                              | X          | =           | X             | =           |
|                             |      |                              | X          | =           | X             | =           |
| <b>TOTAL PURCHASE PRICE</b> |      |                              |            |             |               |             |

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<br>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:<br>(1) "Bid for Timber"<br>(2) Vegetative Resource Other Than Timber<br>(3) Time bids are to be opened<br>(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.



**Roseburg Sale No. 07-08**  
**Sale Date: August 28, 2007**  
**Basin Shield Commercial Thinning & Density Mgmt**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**EXPORT DETERMINATION**

Location of facility where Federal Timber is expected to be processed.

Roseburg

**INSTRUCTIONS**

Timber sale applicant forwards information to authorized officer.

In compliance with requirements of 43 CFR 5424.1,  I  We hereby submit the following information:

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

Yes  No (If "Yes", give date of last export sale.)

a. Export (date)

(2) Provide names of affiliates \* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

|              |       |             |       |
|--------------|-------|-------------|-------|
| a. Affiliate | _____ | Export date | _____ |
| b. Affiliate | _____ | Export date | _____ |
| c. Affiliate | _____ | Export date | _____ |

\*See 43 CFR 5424.0-5

Name of Firm

Signature of Signing Officer

Title

Date

(See statement on reverse)

Form 5450-17 (August 1987)

The Bureau of Land Management collects this information pursuant to the law (see 43 CFR 5400.0-3(c)).

The Bureau of Land Management uses the information to determine whether Federal timber has been substituted for exported private timber (see 43 CFR 5400.0-5(n) and 5424.0-6(c)(2)).

A Bureau of Land Management timber purchaser is obligated to report this information under provisions of the above-numbered contract (see 43 CFR 5424.1).

**Sale Date:** August 28, 2007

(2) Roseburg Sale No. 07-10  
Douglas County, Oregon: O&C: Oral Auction

**Sale Name:** Lucky Louis Commercial Thinning  
**Bid Deposit Required:** \$12,300.00

All timber designated for cutting on: Lots 1, 2, 3, 4, 5 & 6, S½NW¼, SW¼, Section 1,  
T. 29 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 |
|-----------------------------|-----------------------|---------------------|-----------------|-----------------------|-------------------------|-----------------------------------|
| 10,346                      | 770                   | 1,854               | Douglas-fir     | 962                   | \$122.90                | \$118,229.80                      |
| 1,043                       | 110                   | 261                 | Grand Fir       | 138                   | \$ 31.70                | \$ 4,374.60                       |
| 39                          | 3                     | 7                   | Western Hemlock | 4                     | \$ 29.10                | \$ 116.40                         |
| 55                          | 3                     | 8                   | Ponderosa Pine  | 4                     | \$ 25.60                | \$ 102.40                         |
| <b>11,483</b>               | <b>886</b>            | <b>2,130</b>        |                 | <b>1,108</b>          |                         | <b>\$122,823.20</b>               |

CRUISE INFORMATION

3P (Volume Table Cruise)

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.

A total of approximately 271 trees, which are considered unmerchantable, are designated for cutting. With respect to merchantable trees of all species: the average tree is 11.3 inches D.B.H.O.B., the average log contains 33 bd. ft., the total gross volume is approximately 1,162 M bd. ft., and 95% recovery is expected.

CUTTING AREA: An area of approximately 120 acres in 5 units is to be partially cut. A right-of-way of 1 acre must be cut.

TIMBER ACREAGE:

|                  |                  |
|------------------|------------------|
| Area 1: 14 acres | Area 4: 26 acres |
| Area 2: 32 acres | Area 5: 18 acres |
| Area 3: 30 acres | R/W: 1 acres     |

ACCESS: Access to the sale area is provided by Government and privately controlled roads. Road use fees of \$160.29 will be required.

DIRECTIONS TO SALE AREA: To access Harvest Areas No. 1, No. 2 and No. 3, from Myrtle Creek, proceed east on Douglas County Road No. 18 (South Myrtle Road) for approximately seven and six tenths (7.6) miles to its junction with Douglas County Road No. 176 (Louis Creek Road). Turn left onto County Road No. 176 and proceed for approximately one and six tenths (1.6) miles to its junction with BLM Road No. 29-4-11.0. Turn right onto the 29-4-11.0 road and follow it to the sale area. Refer to timber sale Exhibits A and D for further details.

To access Harvest Areas No. 4 and No. 5, continue north on Douglas County Road No. 176 beyond the 29-4-11.0 junction for another nine tenths (0.9) miles to its junction with BLM Road No. 29-4-2.0. Turn right onto the 29-4-2.0 road and follow it to the sale area. Refer to timber sale Exhibits A and D for further details.

ROAD MAINTENANCE: Maintenance and rockwear fees of \$3,312.76 will be required to be paid to the BLM.

ROAD CONSTRUCTION: Estimates include construction of the following types of roads: 9.66 stations of 14-foot subgrade no ditch; 5.2 stations of road renovation of 16-foot subgrade plus ditch; 8.85 stations of road renovation of 16-foot subgrade no ditch; and 24.12 stations of road renovation of 14-foot subgrade no ditch.

DURATION OF CONTRACT will be 24 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; environmental protection; road construction, renovation, use and maintenance; fire protection; slash disposal; log exporting 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 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 **55** 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. This contract includes a new operational road maintenance specification which addresses the maximum rut depth allowed during hauling activity on aggregate roads. Refer to the Road Maintenance Specifications (Operational Maintenance, Spec. No. 3109).
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 portions of the Contract Area accessed by temporary roads from October 15 of one calendar year to July 15 of the following calendar year, both days inclusive.
5. **Harvest Areas No. 3 and No. 5 and portions of Harvest Areas No. 1, No. 2 and No. 4 are available as winter logging opportunities and may proceed after October 15<sup>th</sup> and continue until April 15<sup>th</sup>.** Refer to attached seasonal restriction matrix for unit specifics.
6. Construction or renovation and decommissioning of **Spurs No. 1, No. 2 and No. 3** will be accomplished in the same operating season in which they are used for harvest activity. **BLM will perform all decommissioning operations.**
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 225 HP.
8. Cable yarding of all Harvest Areas may require the use of lift trees and/or intermediate support trees.
9. In all Harvest Areas, trees designated for cutting shall be felled, topped, limbed and cut in log lengths not to exceed **forty (41) feet prior to 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. A license agreement with Lone Rock Timber Co. is required for log and mineral haul upon Road No. 29-4-2.0 Segment A (base).

# Seasonal Restriction Matrix

Sheet 1 of 2

Lucky Louis Commercial Thinning

OR-10-TS07-10

**\*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 |
| <b>Unit 1</b>   | Falling and bucking <sup>2</sup>                              |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Cable yarding on rock road <sup>2</sup>                       |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Cable yarding on unsurfaced temporary roads <sup>1,2</sup>    |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Loading or hauling on rock road                               |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Loading or hauling on unsurfaced temporary roads <sup>1</sup> |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
| <b>Unit 2</b>   | Falling and bucking <sup>2</sup>                              |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Cable yarding on rock road <sup>2</sup>                       |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Cable yarding on unsurfaced temporary roads <sup>1,2</sup>    |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Loading or hauling on rock road                               |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Loading or hauling on unsurfaced temporary roads <sup>1</sup> |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
| <b>Unit 3</b>   | Falling and bucking <sup>2</sup>                              |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Cable yarding on rock road <sup>2</sup>                       |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Loading or hauling on rock road                               |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
| <b>Unit 4</b>   | Falling and bucking <sup>2</sup>                              |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Right-of-way logging and clearing <sup>1</sup>                |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Cable yarding on rock road <sup>2</sup>                       |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Cable yarding on unsurfaced temporary roads <sup>1,2</sup>    |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|   | Loading or hauling on rock road                               |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
| Loading or hauling on unsurfaced temporary roads <sup>1</sup> |   |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |

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

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

# Seasonal Restriction Matrix

Sheet 2 of 2

Lucky Louis Commercial Thinning

OR-10-TS07-10

**\*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 5                             | Falling and bucking <sup>2</sup>               |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|                                    | Right-of-way logging and clearing <sup>1</sup> |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|                                    | Cable yarding on rock road <sup>2</sup>        |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
|                                    | Loading or hauling on rock road                |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
| Spur 3                             | Road construction <sup>1</sup>                 |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
| Spurs 1, 2                         | Road renovation <sup>1</sup>                   |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |
| Roads No.<br>29-4-1.1,<br>29-4-1.2 |  |     |    |     |    |     |    |     |    |     |    |      |    |      |    |     |    |      |    |     |    |     |    |     |    |

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

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

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Bid, invitation number, or other  
identification

**Roseburg Sale No. 07-10**  
**Lucky Louis Commercial Thinning**

Bid date

**August 28, 2007**

**INDEPENDENT PRICE DETERMINATION CERTIFICATE**

Bidder or offeror (*name*)

Address (*include zip code*)

Specify government-owned property bid on (*item*)

Lots 1, 2, 3, 4, 5 & 6, S½NW¼, SW¼, Section 1, T. 29 S., R. 4 W., Willamette Meridian

A. By submission of this bid or proposal, each bidder or offeror certifies, and in the case of a joint bid or proposal, each party thereto certifies as to its own organization, that in connection with this sale:

1. The prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and

3. No attempt has been made or will be made by the bidder or offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. Each person signing this bid or proposal certifies that:

1. He is the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein and that he has not participated, and

will not participate, in any action contrary to A. 1 through 3 above; or

2. (i) He is not the person in the bidder's or offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to A. 1 through 3, above, and as their agent does hereby so certify; and

(ii) He has not participated, and will not participate, in any action contrary to A. 1 through 3, above.

C. This certification is not applicable to a foreign bidder or offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

D. A bid or proposal will not be considered for award where A. 1, 3, or B., above, has been deleted or modified. Where A. 2, above, has been deleted or modified, the bid or proposal will not be considered for award unless the bidder or offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, determines that such disclosure was not made for the purpose of restricting competition.

(Signature of Authorized Officer)

Name and Title (*type or print*)

**INSTRUCTIONS**

Submit a properly completed and signed original copy of this form, with offers or bids for sales of all government-owned property to Bureau of Land Management as follows:

- A. Include with sealed bids, written quotations and written offers.
- B. At auction, at close of bidding and before award of spot bid sale.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0071  
Expires: April 30, 1985

**EQUAL OPPORTUNITY  
AFFIRMATIVE ACTION PROGRAM REPRESENTATION**

Solicitation, Serial, or Company  
Miscellaneous and Sale Number.

BIDDER, OFFEROR, OR APPLICANT REPRESENTS THAT:

- 1.  He *has* developed and *has* on file;
- He *has not* developed and *does not* have on file at each establishment, affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); \*

OR

- 2.  He *has not* previously had a contract, lease, license, or permit subject to the affirmative action program requirement of the rules and regulations of the Secretary of Labor. \*

The above representation need be checked only if this is a solicitation for a nonconstruction purchase contract in excess of \$10,000; or an application for a lease, license, or permit; or a bid on a sale of mineral materials or forest or vegetative products; wherein the total value of royalties or other payments to the Government will be in excess of \$10,000.

*\* Written affirmative action programs are required of nonexempt firms having 50 or more employees; and (a) a nonconstruction purchase contract of \$50,000 or more, or (b) a lease, license, permit, or sales contract with a total value of royalties or other payments to the Government of \$50,000 or more.*

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

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

This information is collected to comply with regulations in 41 CFR 60.

This information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

FORM APPROVED  
OMB NO. 1004-0071  
Expires: April 30, 1985

**EQUAL OPPORTUNITY  
COMPLIANCE REPORT CERTIFICATION**

Bid, invitation or other identification number  
(include company miscellaneous and sale no.)  
**ROSEBURG SALE NO. 07-10**  
**SALE DATE: August 28, 2007**  
**LUCKY LOUIS COMM. THINNING**

In accordance with 41 CFR 60-1.7(b) and Executive Order No. 11246 of September 24, 1965, as amended, the following certification will be completed by prospective contractors and subcontractors.

1. Have you participated in any contractual agreement which contained the Equal Opportunity Clause?  Yes  No  
(If "yes" answer question 2)

2. Were you required pursuant to the regulations on Equal Opportunity (41 CFR 60-1) to file a compliance report \* as a result of such contractual agreements?  Yes  No (If "yes" answer question 3)

3. Did you file the compliance report as required?  Yes  No

In the event any work under this proposed contractual agreement is subcontracted, I will secure this same certification (paragraphs 1 through 3 hereof) from proposed subcontractors prior to award of any subcontract.

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\*All employers with 50 or more employees who are covered by Executive Order No. 11246, i.e., holders of Federal Government contracts, subcontracts, or Federally assisted construction contracts or subcontracts, amounting to more than \$50,000;

And holders of Federal Government bills of lading, depositories of Federal Government funds, or issuing and paying agents of U.S. Savings Bonds and Notes in any amount are required to file SF-100.

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States and false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

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

Information is collected to comply with Regulations in 41 CFR 60.

Information is used to confirm compliance with those regulations.

Applicant *must* respond to obtain a benefit.

Form 5430-1  
(May 1965)  
(formerly 4-1560)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

SELF CERTIFICATION CLAUSE  
BIDDERS STATEMENT

The bidder represents that he  is  is not a small business concern as defined by Title 13, Chapter 1, Part 121 of the Code of Federal Regulations, as amended.

(Date)

(Signature of Bidder)

Title 18 USC, sec. 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction

INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders *must* certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date *must be the same*.

A Self Certification Clause *must* accompany the deposit to qualify for *each* set-aside sale. After a sale award is made,

The Self Certification Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be re-submitted to qualify for other set-aside sales offered on the *same* date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.

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             | =           |
|                 |      |                              |            | <b>TOTAL PURCHASE PRICE</b> |               |             |

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<br>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:<br>(1) "Bid for Timber"<br>(2) Vegetative Resource Other Than Timber<br>(3) Time bids are to be opened<br>(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.

**Roseburg Sale No. 07-10**  
**Sale Date: August 28, 2007**  
**Lucky Louis Commercial Thinning**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**EXPORT DETERMINATION**

Location of facility where Federal Timber is expected to be processed.

Roseburg

**INSTRUCTIONS**

Timber sale applicant forwards information to authorized officer.

In compliance with requirements of 43 CFR 5424.1,  I  We hereby submit the following information:

(1) Have you exported private timber from lands tributary to the above processing facility within the last 12 months?

Yes  No (If "Yes", give date of last export sale.)

a. Export (date)

(2) Provide names of affiliates \* who have exported private timber from lands tributary to the above processing facility within the last 12 months and date of last export sale.

|              |       |             |       |
|--------------|-------|-------------|-------|
| a. Affiliate | _____ | Export date | _____ |
| b. Affiliate | _____ | Export date | _____ |
| c. Affiliate | _____ | Export date | _____ |

\*See 43 CFR 5424.0-5

Name of Firm

Signature of Signing Officer

Title

Date

(See statement on reverse)

Form 5450-17 (August 1987)

The Bureau of Land Management collects this information pursuant to the law (see 43 CFR 5400.0-3(c)).

The Bureau of Land Management uses the information to determine whether Federal timber has been substituted for exported private timber (see 43 CFR 5400.0-5(n) and 5424.0-6(c)(2)).

A Bureau of Land Management timber purchaser is obligated to report this information under provisions of the above-numbered contract (see 43 CFR 5424.1).