

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

Date: **October 23, 2018**

30-DAY TIMBER SALE NOTICE

The timber described below was offered for sale on **October 23, 2018**; no bids were received; therefore, pursuant to 43 CFR 5443.1, the sale of such timber is kept open for a period not to exceed 30 days from the above-mentioned date.

Written bids will be received for not less than the advertised appraised price during the time this sale is open. The 30 day period ends **November 22, 2018, close of business**. The required deposit must accompany the bid. Notice of receipt of any bids submitted on this sale will be posted for a period of seven days during which time other written bids may be submitted. If no other bids are submitted within the seven day period, the sole bidder shall be deemed the high bidder. If more than one written bid is submitted, an oral auction will be held after notice to the bidders.

Further information concerning this sale may be obtained from the above address.

Sale Date: October 23, 2018

SCALE SALE

(1) Roseburg Sale No.: 2018.0010
Douglas County, Oregon: O&C, PD: Oral Auction

Sale Name: Daddy O Reoffer
Bid Deposit Required: \$13,900.00

All timber designated for cutting on:

Lot 3	Sec. 30,	T. 30 S.,	R. 7 W.,	Willamette Meridian
S½NE¼, SE¼SW¼, SE¼,	Sec. 25,	T. 30 S.,	R. 8 W.,	Willamette Meridian
E½SE¼	Sec. 35,	T. 30 S.,	R. 8 W.,	Willamette Meridian
Lot 3, 4, 5, 6, 7, SE¼NW¼, E½SW¼, SE¼	Sec. 7,	T. 31 S.,	R. 7 W.,	Willamette Meridian
Lot 3, 4 S½NW¼, N½SW¼, NW¼SE¼	Sec. 1,	T. 31 S.,	R. 8 W.,	Willamette Meridian
E½NE¼, NE¼SE¼	Sec. 11,	T. 31 S.,	R. 8 W.,	Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
21,760	3,018	Douglas-fir	3,697	\$31.40 *	\$116,085.80
680	506	Ponderosa Pine	609	\$18.60 *	\$11,327.40
2,009	285	Grand Fir	358	\$19.20 *	\$6,873.60
85	106	Sugar Pine	126	\$18.80 *	\$2,368.80
255	54	Incense-cedar	68	\$29.30 *	\$1,992.40
31	2	Western Redcedar	3	\$45.60 *	\$136.80
24,820	3,971		4,861		\$138,784.80

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

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. Total quantity of timber actually cut or removed or designated for taking will be determined by scale.

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

LOG EXPORT AND SUBSTITUTION RESTRICTIONS:

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

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

CRUISE INFORMATION:

134 acres were variable plot cruised. The rest was cruised using a 3P sampling system. In the 3P cruise: Douglas-fir, Ponderosa Pine, Incense-cedar and Grand Fir up to 48 inches D.B.H.O.B. was sampled. Everything over 48" for these species and all other species was 100% cruised.

With respect to merchantable trees of all species: the average tree is 15.9 inches D.B.H.O.B., the average log contains 76 bd. ft., the total gross volume is approximately 6,975 MBF and 70% recovery is expected.

CUTTING AREA: An area of approximately 210 acres in 4 Salvage Areas.

<u>TIMBER ACREAGE:</u>	Area 1: 149 acres	R/W: 1 acres
	Area 2: 20 acres	
	Area 3: 25 acres	
	Area 4: 15 acres	

ACCESS: Access to the sale area is provided by Government, County, and privately controlled roads. Payment of a road use obligation in the amount of Nine-hundred ninety-one and 41/100 dollars (\$991.41) to Roseburg Resources Company. Payment of a road use obligation in the amount of Forty thousand one-hundred forty-four and 79/100 dollars (\$40,144.79) to Seneca Jones Timber Company.

DIRECTIONS TO SALE AREA: From Roseburg, proceed South on I-5 approximately 26.4 miles to Exit 103 Riddle. Take County Road 39 to Cow Creek 30-6-32 Road and proceed southwest approximately 14 miles to the beginning of BLM Road 31-7-19.0 Union Creek and follow the Exhibit D map to the sale area.

ROAD MAINTENANCE: Rockwear and maintenance fees of \$75,385.02 will be required to be paid to BLM, rockwear fees of \$700.78 will be required to be paid to the Roseburg Resources Company.; and rockwear and maintenance fees of \$10,903.40 will be required to be paid to Seneca Jones Timber Company.

ROAD CONSTRUCTION: Estimates include the following: construct 5+90, renovate 11.8 miles, and decommission 4+05 stations of road. Additional information is available in Exhibit C and Exhibit D of the Timber Sale Contract.

DURATION OF CONTRACT will be 18 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; road construction, renovation, maintenance, and use; environmental protection; fire prevention; slash disposal; and log exports; safety. Log scaling may be required under the terms of this contract.

ADDITIONAL INFORMATION: This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Roseburg District Office at 541-440-4930.

NOTES:

1. A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to: (1) Comply with the Endangered Species Act or to prevent incidental take of northern spotted owls in accordance with the management direction in the Record of Decision (ROD) and Resource Management Plan (RMP), or; (2) Comply with a court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.
2. Seasonal restrictions on operations apply to this sale regarding road work, falling, yarding, loading, hauling, machine piling and burning. Refer to Sections 42(A)(15), 42(A)(16), 42(A)(17) and 42(A)(19), for details. A "Seasonal Restriction Matrix" is included with this prospectus to serve as a guide in planning and scheduling operations for each Salvage Area.
3. License agreements with SENECA JONES TIMBER COMPANY, LLC. and ROSEBURG RESOURCES CO. are required. The terms and conditions of the license agreement are available for inspection at the Roseburg District Office.
4. This is a scale for payment sale; please refer to the Exhibit B of the contract for specific requirements such as log branding and hauling restrictions.
5. The Purchaser will be required to label with a permanent ink marker each load ticket with the corresponding Salvage Area and sort as directed by the Authorized Officer.
6. The Purchaser will have the option to assist in burning or to make a contribution to the Bureau of Land Management in lieu thereof. Refer to Sections 42(E) and 42(F) for details.

Slash disposal requirements consist of the following: machine piling, covering and burning slash and debris within a fifty (50) foot radius of landings (approximately 85 landings). The Purchaser will have the option to assist in burning or to make a contribution to the Bureau of Land Management in lieu thereof. Refer to Sections 42(F) and 42(G) for details.
7. The trees which are reserved from cutting for this entry, in all harvest areas, are those marked with pink or orange paint above and below stump height. Refer to Section 41 for details regarding timber reserved from cutting.
8. Blue painted trees are designated to be cut on the 30-8-25.1, 30-8-25.3, 30-8-25.5, 30-8-25.7, 30-8-26.1, 30-8-35.1, 30-8-35.2, 30-8-35.3, 31-7-7.0, 31-8-11.4, 31-8-12.2 and Spur 3 road outside the designated Harvest Area.

Daddy O Reoffer Seasonal Restrictions Matrix

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 Restricted Times Are Darkly Shaded

Sale Area	Activity	Jan		Feb		Mar		Apr		May		June		July		Aug		Sept		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Harvest Area 1	Falling and bucking ^{1,2,3,4}																								
	Processing, loading on rock roads ^{1,2,3}																								
	Cable yarding on rock surface roads ^{1,2,3}																								
	Right-of-way logging and clearing, road construction, renovation, off road machine piling and/or decommissioning ^{1,2,3}																								
Harvest Areas 2	Falling and bucking ^{1,4}																								
	Processing or loading on rock roads ¹																								
	Right-of-way logging and clearing, road renovation, machine piling and/or decommissioning ¹																								
	Cable yarding on rock surface roads ¹																								
Harvest Area 3	Falling and bucking ^{1,2,3,4}																								
	Cable yarding on rock surface roads ^{1,2,3}																								
	Right-of-way logging and clearing, road renovation, machine piling and/or decommissioning ^{1,2,3}																								
	Processing or loading on rock roads ^{1,2,3}																								
Harvest Areas 4	Falling and bucking ^{1,2,4}																								
	Right-of-way logging and clearing, road renovation, machine piling and/or decommissioning ^{1,2}																								
	Processing, loading or hauling on rock roads ^{1,2}																								
	Cable yarding on rock surface roads ^{1,2}																								

¹ MAMU seasonal restriction (April 1 – September 15).

² Northern spotted owl seasonal restriction: noise disturbance (March 1- July 15) may be lifted early, pending survey results.

³ Northern spotted owl seasonal restriction: habitat removal (March 1- September 30) may be lifted early, pending survey results.

⁴ Bark slip seasonal restriction (April 15 – July 15) may be conditionally waived.

Note: This matrix is intended to serve prospective purchasers as a guide only.

Refer to the contract Special Provisions and Exhibit E Seasonal Restrictions Map for a full statement of the seasonal operating restrictions.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Name of Bidder
Tract Number
Sale Name
Sale Notice <i>(dated)</i>
BLM District
30 DAY NOTICE Ending 11/22/18, COB

DEPOSIT AND BID FOR: (Check One):

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

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input type="checkbox"/> Written Bid for Oral Auction Sale
Time for opening sealed bids <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Sale commences <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
On <i>(date)</i> Place	On <i>(date)</i> Place

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated Timber and/or Other Wood Products or Vegetative Resources on the tract specified above.

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

- ☐ cash ☐ money order ☐ cashier's check ☐ certified check ☐ bank draft
- ☐ bid bond of corporate surety on approved list of the United States Treasury ☐ guaranteed remittance approved by the authorized officer.

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

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

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

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

If sale contract is executed, undersigned is liable for total purchase price including all modifications executed under the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for taking may be less or more than total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

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

☐ Signature, if firm is individually owned

Name of firm *(type or print)*

☐ Signatures, if firm is a partnership or L.L.C.

Business address, include zip code *(type or print)*

☐ Corporation organized under the state laws of

(To be completed following oral bidding)

Signature of Authorized Corporate Signing Officer

I HEREBY confirm the above oral bid
By *(signature)*

Title

Date

Submit bid, in *duplicate*, to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.

Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.

Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:
(1) “Bid for Timber and/or Other Wood Products or
(1a) “Vegetative Resources ”
(2) Time bids are to be opened
(3) Legal description

NOTICES

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for Timber and/or Other Wood Products or Vegetative Resources.

INSTRUCTIONS TO BIDDERS

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

2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of Timber and/or Other Wood Products or Vegetative Resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the Timber and/or Other Wood Products or Vegetative Resources are located.

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

4. **DISCLAIMER OF WARRANTY** – Government expressly disclaims any warranty of the fitness of the designated Timber and/or Other Wood Products or Vegetative Resources for any purpose of the bidder; all Timber and/or Other Wood Products or Vegetative Resources are to be sold “As Is” without any warranty of merchantability by Government. Any warranty as to the quantity or quality of Timber and/or Other Wood Products or Vegetative Resources to be sold is expressly disclaimed by Government.

5. **BIDS** – Sealed or written bids for not less than the advertised appraised price, per Timber and/or Other Wood Products or Vegetative Resources must be submitted in duplicate to the District Manager who issued *Timber and/or Other Wood Products or Vegetative Resources Sale Notice*.

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

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

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

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

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

(a) **Timber and/or Other Wood Products or Vegetative Resources Sales** – For each product and species, bids shall specify (1) Bureau of Land Management estimated unit volume or quantity, (2) bidder’s price per unit and total value, and (3) bidder’s total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, the high bidder agrees to pay the Government for the Timber and/or Other Wood Products or Vegetative Resources designated for removal in accordance with the terms of the contract. Timber and/or Other Wood Products or Vegetative designated for taking may be less or more than total estimated volume or quantity shown above.

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

Notice. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior – BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department (*Applies To Timber Only*), or any approved guaranteed remittance approved by the Contracting Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

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

9. **TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES SALE CONTRACTS** – To be executed by purchaser, has been prepared by Government, and may be examined in the District or Field Manager’s office.

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

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

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

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

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

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

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

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

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

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

17. *LOG EXPORT* – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as saw logs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4)

western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to “*unprocessed timber*”. Special reporting, branding and painting of logs may be included in contract provisions.*

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Name of Bidder
Tract Number
Sale Name
Sale Notice <i>(dated)</i>
BLM District
30 DAY NOTICE Ending 11/22/18, COB

DEPOSIT AND BID FOR: (Check One):

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

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input type="checkbox"/> Written Bid for Oral Auction Sale
Time for opening sealed bids <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	Sale commences <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
On <i>(date)</i> Place	On <i>(date)</i> Place

In response to the above dated Sale Notice, the required deposit and bid are hereby submitted for the purchase of designated Timber and/or Other Wood Products or Vegetative Resources on the tract specified above.

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

- ☐ cash ☐ money order ☐ cashier's check ☐ certified check ☐ bank draft
- ☐ bid bond of corporate surety on approved list of the United States Treasury ☐ guaranteed remittance approved by the authorized officer.

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

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

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

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

If sale contract is executed, undersigned is liable for total purchase price including all modifications executed under the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for taking may be less or more than total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on *(date)*

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

☐ Signature, if firm is individually owned

Name of firm *(type or print)*

☐ Signatures, if firm is a partnership or L.L.C.

Business address, include zip code *(type or print)*

☐ Corporation organized under the state laws of

(To be completed following oral bidding)

Signature of Authorized Corporate Signing Officer

I HEREBY confirm the above oral bid
By *(signature)*

Title

Date

Submit bid, in *duplicate*, to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.

Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.

Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:
(1) “Bid for Timber and/or Other Wood Products or
(1a) “Vegetative Resources ”
(2) Time bids are to be opened
(3) Legal description

NOTICES

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

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for Timber and/or Other Wood Products or Vegetative Resources.

INSTRUCTIONS TO BIDDERS

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

2. **QUALIFICATIONS OF BIDDERS** – A bidder for sale of Timber and/or Other Wood Products or Vegetative Resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the Timber and/or Other Wood Products or Vegetative Resources are located.

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

4. **DISCLAIMER OF WARRANTY** – Government expressly disclaims any warranty of the fitness of the designated Timber and/or Other Wood Products or Vegetative Resources for any purpose of the bidder; all Timber and/or Other Wood Products or Vegetative Resources are to be sold “As Is” without any warranty of merchantability by Government. Any warranty as to the quantity or quality of Timber and/or Other Wood Products or Vegetative Resources to be sold is expressly disclaimed by Government.

5. **BIDS** – Sealed or written bids for not less than the advertised appraised price, per Timber and/or Other Wood Products or Vegetative Resources must be submitted in duplicate to the District Manager who issued *Timber and/or Other Wood Products or Vegetative Resources Sale Notice*.

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

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

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

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

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

(a) **Timber and/or Other Wood Products or Vegetative Resources Sales** – For each product and species, bids shall specify (1) Bureau of Land Management estimated unit volume or quantity, (2) bidder’s price per unit and total value, and (3) bidder’s total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, the high bidder agrees to pay the Government for the Timber and/or Other Wood Products or Vegetative Resources designated for removal in accordance with the terms of the contract. Timber and/or Other Wood Products or Vegetative designated for taking may be less or more than total estimated volume or quantity shown above.

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

Notice. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior – BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department (*Applies To Timber Only*), or any approved guaranteed remittance approved by the Contracting Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

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

9. **TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES SALE CONTRACTS** – To be executed by purchaser, has been prepared by Government, and may be examined in the District or Field Manager’s office.

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

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

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

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

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

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

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

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

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

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

17. *LOG EXPORT* – All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as saw logs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4)

western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to “*unprocessed timber*”. Special reporting, branding and painting of logs may be included in contract provisions.*

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