

This advertisement includes:

(1) 2017.0001, Back In Black 6,171 MBF

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

Date: April 25, 2017

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9, attached. Written and oral bids will be received by the District Manager, or designated representative, at 777 NW Garden Valley Blvd., Roseburg, Oregon 97471. **The timber sale will commence at 10:00 a.m., on Tuesday, May 23, 2017.**

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

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of protest and appeal of a forest management decision. Consistent with 43 CFR Subpart 5003-Administrative Remedies, the notice of a timber sale, when published as a legal ad in a newspaper of general circulation, shall constitute the decision document for purposes of protest and appeal.

Protests may be filed with the Contracting Officer within 15 days after the first publication of the aforementioned decision document in the newspaper. **It is anticipated that the decision document will be published in *The News Review* newspaper on or about April 25, 2017.** BLM does not warrant publication on this exact date. All parties considering protest of the timber sale decision document are encouraged to review the aforementioned newspaper to ensure accurate knowledge of the exact publication date.

A WRITTEN BID on Form No. 5440-9 at no less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract. Oral bidding will be restricted to Douglas-fir.

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

1. Form No. 5450-17, Export Determination. PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

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

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

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

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

The Notice and Prospectus for this sale are available online at the following links:

<https://www.blm.gov/programs/natural-resources/forests-and-woodlands/timber-sales>

<https://www.blm.gov/or/resources/forests/index.php>

The 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.

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

Attachments:

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

LOCKED GATES
Sale Date: May 23, 2017

(1) Roseburg Sale No.: 2017.0001
Douglas County, Oregon: O&C: Oral Auction

Sale Name: Back In Black
Bid Deposit Required: \$117,100.00

All timber designated for cutting on:

Lot 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14	Sec. 5,	T. 24 S.,	R. 3 W.,	Willamette Meridian
W½NW¼, NW¼SW¼	Sec. 9,	T. 24 S.,	R. 3 W.,	Willamette Meridian
Lots 1, 2, 3, & 4	Sec. 17,	T. 24 S.,	R. 3 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
13,322	3,825	Douglas-fir	4,813	\$217.20	\$1,045,383.60
4,362	994	Western Hemlock	1,286	\$88.70	\$114,068.20
124	40	Grand Fir	51	\$95.40	\$4,865.40
107	15	Western Redcedar	21	\$292.10	\$6,134.10
17,915	4,874		6,171		\$1,170,451.30

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

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:

For all Harvest Areas: The timber volumes for all tree species are based on a variable plot cruise, containing a total of 270 plots and 307 randomly selected sample trees. Plots were measured using a 20 basal area factor (BAF). The volume of the randomly selected sample trees has been expanded to a total sale volume. A map showing the location of the plots and sample trees is available at the Roseburg District Office.

For all rights-of-ways: The volume of all R/W trees have been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 17.3 inches D.B.H.O.B., the average log contains 84 bd. ft., the total gross volume is approximately 6646 MBF and 93% recovery is expected.

CUTTING AREA: An area of approximately 94 acres in 3 units will be thinned, an area of approximately 188 acres in 4 units will be regeneration harvested, and rights-of-ways totaling approximately 1 acre will be clearcut.

<u>TIMBER ACREAGE:</u>	Area 1:	32 acres	R/W:	1 acre
	Area 2:	10 acres		
	Area 3:	63 acres		
	Area 4:	177 acres		

ACCESS: Access to the sale area is provided by Government, County, and privately controlled roads. A road use fee of \$20,531.34 will be required to be paid to Weyerhaeuser Company.

LOCKED GATES: There is a locked gate on Road 24-3-20.0 Segment A, on Road 24-3-21.0 Segment A, and on Road 23-3-32.0 Segment A.

DIRECTIONS TO SALE AREA: From Roseburg, take I-5 north to Exit 136 in Sutherlin. Turn right onto Central Avenue, which becomes Nonpareil Road (County 19), and proceed east approximately 17 miles to the intersection with Road 24-3-20.0 (Timothy creek) and follow the Exhibit D map into the sale area.

ROAD MAINTENANCE: Rockwear fees of \$4,172.24 will be required to be paid to the BLM, and rockwear and maintenance fees of \$24,065.93 will be required to be paid to Weyerhaeuser Company.

ROAD CONSTRUCTION: Estimates include the following: construct 11+89 stations, renovate 459+69 stations, and decommission 82+92 stations of road. Approximately 100 MBF is to be cut and removed in association with road renovation; this timber volume will be included on Exhibit B of the contract, but no acres have been attributed to the road renovation. Additional information is available in Exhibit C and Exhibit D of the Timber Sale Contract.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; road construction, renovation, maintenance, and use; environmental protection; fire prevention; slash disposal; log exports; and 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 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 or management direction established in the ROD and RMP.

2. Seasonal restrictions on operations apply to this sale regarding logging operations, use of native surfaced roads, road work and subsoiling. Refer to Sections 42(A)(5)(b), 42(A)(6)(b), 42(A)(7)(b), 42(A)(12-14), 42(B)(2), 42(C)(3)(c), and 42(C)(4)(d) for details. A “seasonal restriction matrix” is included with this prospectus to serve as a guide in planning and scheduling operations for each harvest unit.
3. A license agreement with Weyerhaeuser is required. The terms and conditions of the license agreement are available for inspection at the Roseburg District Office.
4. This contract contains both thinning and regeneration harvest areas. Refer to Exhibit E to see which areas are scheduled for thinning or regeneration harvest.

For the thinning harvest areas, this contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. It is estimated that approximately 60 MBF of such additional timber would be removed under the contract, but is not included in the advertised sale volume.

5. Slash disposal requirements consist of the following: machine piling, covering and burning slash and debris within a fifty (50) foot radius of landings (approximately 156 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.
6. Boundaries of Harvest Areas 2 and 3 are posted with tags that read “Boundary of Timber Reserve” and trees are blazed and painted orange. Trees marked with orange blazes to delineate the boundaries of Harvest Areas 2 and 3 are reserved by the Government.

Boundaries of Harvest Areas 1 and 4 are posted with tags that read “Boundary of Timber Reserve” and trees are blazed and painted yellow. Trees marked with yellow blazes to delineate the boundaries of Harvest Areas 1 and 4 are reserved by the Government. Harvest Areas 1 and 4 were thinned approximately 14 and 20 years ago, respectively, and orange paint was used for the previous thinning to designate the retention trees.

The trees which are reserved from cutting for this entry, in all harvest areas, are those marked with fresh yellow paint above and below stump height in 2016. Refer to Section 41 for details regarding timber reserved from cutting.

7. As appraised, approximately 67% of the sale area is available for wet season operations, including Harvest Area 1 (32 acres), and portions of Harvest Areas 3 (45 acres) and 4 (113 acres). Wet season operations may be maximized at the Purchaser’s expense by:
 - Adding rock to Road 24-3-20.3 and Road 24-3-16.1 as necessary for wet season haul to cable yard a portion of Harvest Area 2, instead of dry season cable yarding (approximately 7 additional acres);
 - Cable yarding portions of Harvest Areas 3 and 4 to the existing rocked roads approved for wet season operations, instead of ground-based yarding (approximately 67 additional acres);
 - Adding rock to Spurs 7, 11 and 12 as necessary for wet season haul and cable yarding portions of Harvest Area 4 instead of ground-based yarding (approximately 15 additional acres);

In order to maximize wet season operations, the Authorized Officer must approve the logging plan, and a contract modification will be required.

8. Simultaneous use of the contract area is anticipated within Harvest Area 3 in T. 24 S., R. 3 W., Section 9, W½NW¼ — under the terms of Reciprocal Right-of-Way Agreement R-957, Weyerhaeuser Company is authorized to renovate Road 24-3-4.0 Segment C and construct Road 24-3-9.1 to accommodate timber harvest from Weyerhaeuser property located in T. 24 S., R. 3 W., Section 9, E ½ NW¼ and NE¼SW¼.

Weyerhaeuser has tentatively scheduled the road work to be completed during the 2017 construction season, with logging and hauling scheduled shortly thereafter.

The Purchaser is encouraged to initiate contact with Weyerhaeuser Company as soon as the timber sale contract is awarded in order to schedule and coordinate road renovation, road construction and logging activities.

If Weyerhaeuser Company is "first on-scene," they will cut and deck the right-of-way timber sold under this contract; the title to this timber shall pass to the Purchaser when the timber has been paid for and removed from the contract area, but the risk of loss shall be borne by the Purchaser after Weyerhaeuser has cut the timber, unless the Purchaser requests alternative arrangements be made through a contract modification.

In the event the Purchaser is "first on scene," or if Weyerhaeuser's schedule is delayed or changes, the Purchaser has authority under this contract to renovate Road 24-3-4.0 Segments B and C and to construct Road 24-3-9.1 and to use the associated yarding wedges on Weyerhaeuser property. The Purchaser will need to fall, buck and road-side deck or pay for any right-of-way timber on Weyerhaeuser property, in accordance with the terms and conditions of the executed license agreement.

Note: This matrix is provided to serve prospective purchasers as a guide only; refer to the timber sale contract Special Provisions for a complete statement of the seasonal operating restrictions.

Seasonal restrictions are cross-hatched. 

Harvest Area	Activity	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug			Sep		Oct		Nov		Dec		
		1	15	1	15	1	15	1	15	1	16	1	15	1	16	1	5	6	1	16	1	15	1	15	1	15	
Unit 1	Right-of-way logging and clearing, road construction, renovation ^{1,2}																										
	Falling and bucking ²																										
	Cable yarding on rocked roads ²																										
	Loading or hauling on rocked roads ²																										
Unit 2	Right-of-way logging and clearing, road construction, renovation ¹																										
	Falling and bucking ³																										
	Ground-based yarding ⁴																										
	Cable yarding on dirt roads ^{1,3}																										
Unit 3	Loading or hauling on dirt roads ¹																										
	Right-of-way logging and clearing, road construction, renovation ¹																										
	Falling and bucking ³																										
	Ground-based yarding ^{3,4}																										
	Cable yarding on rocked roads ³																										
	Loading or hauling on rocked roads																										

¹ Wet season restriction applying to use of unsurfaced (or limited strength) roads and all road construction/renovation from October 15 – May 15 may be shortened or extended depending on weather conditions.

² Great-Horned Owl nesting season restriction from February 1 – September 30 may be waived depending on survey results; road renovation work may proceed beginning July 1.

³ Bark slip restriction from April 15 – July 15 may be conditionally waived.

⁴ Wet season restriction applying to ground-based yarding from October 1 – July 15 may be shortened or extended depending on soil moisture and weather conditions.

Seasonal Restriction Matrix

Note: This matrix is provided to serve prospective purchasers as a guide only; refer to the timber sale contract Special Provisions for a complete statement of the seasonal operating restrictions.

Seasonal restrictions are cross-hatched. 

Harvest Area	Activity	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug			Sep		Oct		Nov		Dec		
		1	15	1	15	1	15	1	15	1	16	1	15	1	16	1	5	6	1	16	1	15	1	15	1	15	
Unit 4	Right-of-way logging and clearing, road construction, renovation ¹																										
	Thinning Harvest Area - falling and bucking ²																										
	Thinning Harvest Area – cable yarding on rocked roads ²																										
	Regeneration Harvest Area – falling and bucking																										
	Regeneration Harvest Area – ground-based yarding ³																										
	Loading or hauling on dirt roads ¹																										
	Regeneration Harvest Area - cable yarding on rocked roads																										
	Loading or hauling on rocked roads																										

¹ Wet season restriction applying to use of unsurfaced (or limited strength) roads and all road construction/renovation from October 15 – May 15 may be shortened or extended depending on weather conditions.

² Bark slip restriction from April 15 – July 15 may be conditionally waived.

³ Wet season restriction applying to ground-based yarding from October 1 – July 15 may be shortened or extended depending on soil moisture and weather conditions.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

LUMP SUM SALE

Name of Bidder
Tract Number (1) 2017.0001
Sale Name Back In Black
Sale Notice (dated) April 25, 2017 (sale date 05/23/17)
BLM District Roseburg

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale
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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 \$ **117,100.00** 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			(Est. Volume MBF 16' Log)		ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	4,813	X	=	X	=
Western Hemlock	MBF	1,286	X	=	X	=
Grand Fir	MBF	51	X	=	X	=
Western Redcedar	MBF	21	X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
TOTAL EST. VOLUME	MBF	6,171				
TOTAL PURCHASE PRICE						

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 or L.L.C.	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	
Signature of Authorized Corporate Signing Officer	<i>(To be completed following oral bidding)</i> I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM. 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” (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description

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 timber or vegetative resources.

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.*
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 bondsmen 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.

*Applies to Timber Only

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.

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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 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

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

LUMP SUM SALE

Name of Bidder
Tract Number (1) 2017.0001
Sale Name Back In Black
Sale Notice (dated) April 25, 2017 (sale date 05/23/17)
BLM District Roseburg

<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" type="checkbox"/> Written Bid for Oral Auction Sale
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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 \$ **117,100.00** 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			(Est. Volume MBF 16' Log)		ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	4,813	X	=	X	=
Western Hemlock	MBF	1,286	X	=	X	=
Grand Fir	MBF	51	X	=	X	=
Western Redcedar	MBF	21	X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
	MBF		X	=	X	=
TOTAL EST. VOLUME	MBF	6,171				
TOTAL PURCHASE PRICE						

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 or L.L.C.	Business address, include zip code <i>(type or print)</i>
<input type="checkbox"/> Corporation organized under the state laws of	
Signature of Authorized Corporate Signing Officer	<i>(To be completed following oral bidding)</i> I HEREBY confirm the above oral bid By <i>(signature)</i>
Title	Date
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM. 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” (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description

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 timber or vegetative resources.

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.*
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 bondsmen 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.

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