

This advertisement includes:
(1) 2015.0006, Wiley Turtle 5,515 MBF

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

Date: September 3, 2015

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 Friday, September 25, 2015.**

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 September 3, 2015.** 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 prospectus for this sale is also available online
at: <http://www.blm.gov/or/districts/roseburg/timbersales/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

Sale Date: September 25, 2015

(1) Roseburg Sale No.: 2015.0006
Douglas County, Oregon: O&C, PD: Oral Auction

Sale Name: Wiley Turtle
Bid Deposit Required: \$98,800.00

All timber designated for cutting on:

Lot 4, SE1/4SW1/4, SE1/4	Sec 31, T. 28 S., R. 2 W., Willamette Meridian
NW1/4SW1/4, N1/2SE1/4	Sec 32, T. 28 S., R. 2 W., Willamette Meridian
Lots 3 & 4	Sec. 33, T. 28 S., R. 3 W., Willamette Meridian
Lots 1, 2, 3 & 4, W1/2NE1/4, E1/2NW1/4, N1/2SW1/4, NW1/4SE1/4	Sec. 35, T. 28 S., R. 3 W., Willamette Meridian
Lots 1, 2, 3 & 4	Sec. 36, T. 28 S., R. 3 W., Willamette Meridian
Lots 1, 2, 3 & 4	Sec. 6, T. 29 S., R. 2 W., Willamette Meridian
Lots 7, 8, 11, 17, 18, 20, 21, 22, 23, 25 & 26	Sec. 3, T. 29 S., R. 3 W., Willamette Meridian
Lots 3 & 4, E1/2SW1/4	Sec. 7, T. 29 S., R. 3 W., Willamette Meridian
NW1/4NW1/4	Sec. 11, T. 29 S., R. 3 W., Willamette Meridian
Lots 7, 10, 17 & 18	Sec. 15, T. 29 S., R. 3 W., Willamette Meridian
Lots 3, 4, 7, 8, 9, 10, 11, 14 & 15	Sec. 13, T. 29 S., R. 4 W., Willamette Meridian
Lot 4	Sec. 24, T. 29 S., R. 4 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
29,883	3,607	Douglas-fir	4,314	\$196.60	\$848,132.40
6,618	454	Incense-cedar	573	\$130.50	\$74,776.50
2,091	317	Grand Fir	392	\$88.20	\$34,574.40
1,846	95	Western Hemlock	120	\$75.20	\$9,024.00
1,279	66	Western Redcedar	82	\$244.10	\$20,016.20
104	18	Sugar Pine	23	\$30.90 *	\$710.70
100	9	Ponderosa Pine	11	\$32.00	\$352.00
41,921	4,566		5,515		\$987,586.20

* 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. 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:

The Douglas-fir up to the 24" diameter class and the grand fir and incense cedar up to the 22" diameter class have been cruised using the 3P system to select sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. This volume is then expanded to a total sale volume. A map showing the location of these sample trees is available at the Roseburg District Office.

The volume of all Douglas-fir trees in the 26" diameter class and larger, the grand fir and incense cedar in the 24" diameter class and larger, and all other species have been determined by individual tree measurements using a 100% cruise.

With respect to merchantable trees of all species: the average tree is 12.8 D.B.H.O.B., the average log contains 45 bd. ft., the total gross volume is approximately 5,999 M bd. ft., and 92% recovery is expected.

CUTTING AREA: An area of approximately 108 acres is to be variable-retention harvested and 182 acres is to be thinned and 1 acre of road right-of-way is to be clearcut. See Exhibit A for details.

<u>TIMBER ACREAGE:</u>	Area 1: 12 acres	Area 7: 42 acres	RW: 1 acre
	Area 2: 61 acres	Area 8: 13 acres	
	Area 3: 35 acres	Area 9: 67 acres	
	Area 4: 20 acres	Area10: 15 acres	
	Area 5: 16 acres	Area11: 9 acres	

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

DIRECTIONS TO SALE AREA: From Myrtle Creek, proceed east on Douglas County Road 18 (South Myrtle Road) approximately 7 miles to Douglas County Road 176 (Louis Creek Road), refer to timber sale Exhibits A and D for further details to timber sale units.

ROAD MAINTENANCE: Rockwear and maintenance fees of \$13,271.35 will be required to be paid to the BLM. Rockwear fees of \$84.91 will be required to be paid to Seneca Jones Timber Co..

ROAD CONSTRUCTION: Estimates include the following: construct 69+45 stations, renovate 673+45 stations, and decommission 84+74 stations of road. Approximately 458 MBF is to be cut and removed in association with road renovation, daylighting; this timber volume will be included on the Exhibit B of the contract but no acres have been attributed to the road renovation. Additional information is available in the Exhibits C & D of the Timber Sale Contract.

DURATION OF CONTRACT will be 36 months for cutting and removal of timber. The contract contains SPECIAL PROVISIONS regarding: logging, environmental protection, road construction, road renovation, road use, road maintenance, fire protection, slash disposal, and log exporting. Log scaling may be required under the terms of this contract.

NOTES:

1. A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to: (1) Comply with the Endangered Species Act, or; (2) Comply with a court order, or; (3) Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP.

This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the Contract Area.

2. 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 276 MBF of such additional timber may be removed under the contract, but is not included in the advertised sale volume nor was it included in the timber sale appraisal. This estimate is a net figure reduced by the estimate of the volume of trees previously marked for cutting, which the Authorized Officer may elect to reserve.
3. Seasonal operating restrictions apply to this sale regarding road work, falling, bucking, yarding, loading, hauling, machine piling, and sub-soiling. Refer to Section 42(A)(3-5), 42(A)(12)(b), 42(C)(4)(c), 42(D)(2), 42(F)(3)(b)
4. Spurs No. 1, No. 2, No. 6 and No. 8 will be constructed or renovated and used for harvest operations by October 15 of each calendar year, then decommissioned in the same respective operating season. The decommissioning may include water barring, slashing and blocking. Refer to Exhibit D for details. If an unsurfaced spur will overwinter before decommissioning, that spur shall be winterized. See Section 42(C)(3) for details.
5. Spurs No. 3, No.5 and No. 7 will be decommissioned upon completion of timber harvest. The decommissioning may include water barring, slashing and blocking. Refer to Exhibit D for details.
6. A license agreement with Seneca Jones Timber Co. is required.
7. In the Thinning Harvest Areas, as shown on Exhibit A , all trees designated for cutting shall be felled, limbed, and cut into log lengths not to exceed forty-two (42) feet before being yarded, unless otherwise approved by the Authorized Officer.
8. In the Variable Retention Harvest Areas as shown on Exhibit A, trees designated for cutting shall be yarded with limbs attached to the bole and the top attached to the top log, unless otherwise directed by the Authorized Officer.
9. Hand piling and covering of slash is required in portions of Harvest Areas No. 1, 2 and 10, as shown on Exhibit E. Refer to Section 42(F)(2) for details.
10. Sub-soiling of compacted skid trails and associated equipment/decking areas is required. Sub-soiling is to be completed once harvesting and machine piling operations are complete. Refer to Section 42(C)(4) for details.
11. Spurs No. 1 and No. 2, are native surfaced roads. They may be rocked at the Purchaser's expense as approved by the Authorized Officer.
12. Road No. 29-4-11.1 Segment B (POR1), shown on Exhibit D, would require additional renovation for winter haul, this additional renovation would be at the Purchaser's expense as approved by the Authorized Officer. Road No. 29-4-11.1 Segment B (POR 2), shown on Exhibit D, cannot be used for winter haul.
13. Purchaser will be held liable for any damage caused to the water line located in Harvest Area No. 7, as shown on Exhibit A. It is advised to take any precautions necessary (directional felling, use of intermediate

lift trees, cribbing, etc.) to avoid damaging the pipe. If the pipe is damaged, operations must be suspended immediately and cannot resume until the waterline is fixed, as approved by the Authorized Officer. The existing access path adjacent to the water line shall be maintained during and upon completion of harvest operations. Refer to Section 42(A)(14).

14. Road daylighting is required as shown on Exhibit A. The road daylighting shall be completed in strict accordance with the plans and specifications shown on the Exhibit C. Any required road daylighting shall be completed and accepted, in accordance with Section 18, prior to the removal of any timber, except right-of-way timber, over that road. Approximately 458 MBF is to be cut and removed in association with road renovation, daylighting; this timber volume will be included on the Exhibit B of the contract but no acres have been attributed to the road renovation. Additional information is available in the Exhibits C & D of the Timber Sale Contract.
15. During operations, the Purchaser shall keep BLM Road No. 28-3-35.0 (South Myrtle Road) where it passes through the Contract Area clear of trees, rock, dirt and other debris so far as is practicable. The road shall not be blocked by such operations at the end of each workday, unless otherwise approved by the Authorized Officer. Any damage occurring to the bituminous surfacing of Road No. 28-3-35.0 (South Myrtle Road) as a result of logging operations will be repaired at the Purchaser's expense.
16. Seasonal Restrictions Matrix is attached for informational purposes only.

Wiley Turtle Seasonal Restrictions Matrix

ORR05-TS-2015.0006

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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 ^{3, 4}																								
	Cable yarding on rock roads ^{3, 4}																								
	Loading or hauling on rock roads ⁴																								
Harvest Area 2	Falling and bucking																								
	Cable yarding on native surface roads ²																								
	Cable yarding on rock roads																								
	Loading or hauling on native surface roads ²																								
	Loading or hauling on rock roads																								
Harvest Area 3	Falling and bucking ³																								
	Cable yarding ³																								
	Loading or hauling on inadequately surfaced roads for wet season haul ²																								
Harvest Areas 4 & 8	Falling and bucking ³																								
	Cable yarding on rock roads ³																								
	Loading or hauling on rock roads																								
Harvest Areas 5 & 7	Falling and bucking																								
	Cable yarding on rock roads																								
	Loading or hauling on rock roads																								

¹Wet season restriction: ground-based yarding (October 15 –July 15) may be shortened or extended depending on weather conditions.

²Wet season restriction: native surface roads, inad and road construction (October 15-May 15) may be shortened or extended depending on weather conditions.

³Bark slip seasonal restriction (April 15 – July 15) may be conditionally waived.

⁴Northern spotted owl seasonal restriction (February 1-July15)

Wiley Turtle 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 9	Falling and bucking ³																								
	Cable yarding on native surface roads ^{2,3}																								
	Cable yarding on rock roads ³																								
	Loading or hauling on native surface roads ²																								
	Loading or hauling on rock roads																								
Harvest Area 10	Falling and bucking ³																								
	Ground-based yarding and sub-soiling ^{1,3}																								
	Loading or hauling on native surface roads ²																								
	Loading or hauling on rock/paved roads																								
Harvest Area 11	Falling and bucking ³																								
	Ground-based yarding and sub-soiling ^{1,3}																								
	Loading or hauling on rock roads																								
Road Construction and Renovation	Right-of-way logging and clearing, road construction, renovation, daylighting and/or decommissioning																								

¹Wet season restriction: ground-based yarding (October 15 –July 15) may be shortened or extended depending on weather conditions.

²Wet season restriction: native surface roads and road construction (October 15-May 15) may be shortened or extended depending on weather conditions

³Bark 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 for a full statement of the seasonal operating restrictions.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

LUMP SUM SALE

Tract Number
(1) 2015.0006

Sale Name
Wiley Turtle

Sale Notice (dated)
September 3, 2015
(sale date 09/25/2015)

BLM District
Roseburg

☐ Sealed Bid for Sealed Bid Sale

☒ Written Bid for Oral Auction Sale

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

Required bid deposited is \$ **98,800.00** and is enclosed in for form of ☐ cash ☐ money order ☐ bank draft

☐ cashier's check ☐ certified check ☐ bid bond of corporate surety on approved list of the United States Treasury

☐ guaranteed remittance approved by the authorized officer.

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

BID SCHEDULE - LUMP SUM SALE

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

		BID SUBMITTED		(Est. Volume MBF 16' Log)		ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY		UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
Douglas-fir	MBF	4,314	x		=	x	
Incense-cedar	MBF	573	x		=	x	
Grand Fir	MBF	392	x		=	x	
Western Hemlock	MBF	120	x		=	x	
Western Redcedar	MBF	82	x		=	x	
Sugar Pine	MBF	23	x		=	x	
Ponderosa Pine	MBF	11	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	
TOTALS	MBF	5,515	x		=	x	
TOTAL PURCHASE PRICE							

(Continued on reverse)

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

Bid submitted on *(date)*

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

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

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

This information is being collected to obtain data relevant to the operation of this timber sale contract.

This information will be used to administer our timber sale program.

Response to this request is required to obtain a benefit.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

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

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

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timer or vegetative resources.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hr. 15 min. per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W. Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0113), Washington, D.C. 20503.

INSTRUCTIONS TO BIDDERS

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

2. **QUALIFICATIONS OF BIDDERS** — A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.

3. **INSPECTION OF TIMBER/VEGETATIVE RESOURCES** — Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.

4. **DISCLAIMER OF WARRANTY** — Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.

5. **BIDS** — Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.

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

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

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

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

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

(a) **Lump Sum Sales** — Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.

(b) **Timber Scale Sales** — Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut and removed prior to expiration of time for cutting and removal as specified in contract.*

*Applies to Timber Only

7. **BID DEPOSIT** — All bidders must make a deposit of not less than the amount specified in the *Timber/Vegetative Resource Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior—BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

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

9. **TIMBER/VEGETATIVE RESOURCE SALE CONTRACT** — To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

10. PERFORMANCE BOND —

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

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

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

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

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

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

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

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

17. **LOG EXPORT** — All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Num-

ber 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber." Special reporting, branding and painting of logs may be included in contract provisions.*

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