United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Upper Snake Field Office
1405 Hollipark Drive
Idaho Falls, Idaho 83401
(208) 524-7500

TAKE PRIDE IN AMERICA

IDI01-TS-2020.0001

July 21, 2020

SHOTGUN ASPEN TIMBER SALE
PROSPECTUS

The right is hereby reserved to waive technical defects in this supplement.

1. DATE AND PLACE OF SEALED BID AUCTION SALE:

Sealed bids will be received by the Upper Snake Field Manager, or his representatives, in the Pocatello Field Office, 4350 Cliffs Drive, Pocatello, ID 83204, prior to and opened and posted at 10:00 a. m. Mountain Time, on Thursday, August 6, 2020. Sealed bids received after this time will not be accepted

2. LOCATION OF TIMBER SALE AREA, TIMBER TYPE, VOLUME, APPRAISED VALUE:

Shotgun Aspen Timber Sale				
T. 13 N., R. 41 E., Boise Meridian, Fremont County, Idaho Sections 12: NE ¼ and; T. 13 N., R. 42 E., Boise Meridian, Fremont County, Idaho Sections 7: NW ¼				
Approximate No. Merchantable Trees	Estimated Contract **NET** Volume *(15% deducted from **GROSS** for defect)	Species	Appraised Value per unit	Appraised Value
BID ITEM ~6,370	~2,900 tons or ~450 MBF	Mixed Conifer	$13.91/ton $90.41/MBF	$40,912.36
Total	~450 MBF			$40,912.36

This sale will be sold by weight. Bidding will be on the tonnage only. Volume is 50% Douglas fir and 50% Lodgepole pine. The actual amount of sawtimber will be determined by scaled weight. (See special provisions)

Field Tour

The BLM will conduct a project field tour on **Tuesday July 30, 2020**. Interested parties may meet Channing Swan, BLM Forester, at the Island Park Ranger Station at 3726 US-20, Island Park, ID at 10:00 am. If you have questions, please contact Channing Swan at 208-478-6389.

3. STATUS

This sale contains both Douglas fir and lodgepole pine saw timber. Generally, unless a dead tree is a safety hazard, all snags must remain standing.

Cutting will be restricted to August 15 to January 31 due to the presences of raptor species nesting in the area. **Restriction dates may be waived by the authorized officer.**

4. CRUISE INFORMATION

The volume(s) listed above are an ***estimate only*** and were determined through establishing variable plots. Douglas fir mean tree diameter is 14 inches DBH with mean height of 65 feet. Lodge pole mean tree diameter is 11 inches DBH with mean height of 57 feet. Total volumes were calculated using the Caribou/Targhee National Forest volume tables for diameter and total tree heights

Cut Live

	1" Diam Class	Lorey's Height	Avg. BH Age	TPA	Basal Area /Ac	CUFT Gross /Ac	CUFT Net /Ac	BDFT Gross /Ac	BDFT Net /Ac	Ht/ Diam. Ratio	Curt. Rel. Den.	Stand Den. Index	Rel. Den. Index
Douglas Fir	9	63		4.4	2.0	46	40	187	165	80			
	10	57		6.1	3.3	73	66	255	229	70			
	11	53		3.1	2.0	39	37	141	133	58			
	12	54		4.2	3.3	66	62	268	254	55			
	13			1.4	1.3	No Samples with Height							
	14	56		4.8	5.3	105	89	473	402	48			
	15	62		3.2	4.0	84	71	368	311	49			
	16	69		2.4	3.3	80	74	385	357	52			
	17			2.1	3.3	No Samples with Height							
	18	66		1.5	2.7	62	47	293	222	44			
	19	72		1.7	3.3	83	75	415	373	45			
	21	83		0.8	2.0	55	44	302	242	48			
	22			0.5	1.3	No Samples with Height							
	23	73		0.5	1.3	32	29	170	153	38			
Douglas Fir	QMD										Max SDI:	525	
Summary	13.9	65		36.6	38.7	876	769	4.008	3.511	53	10	62	0.12
Lodgepole Pine	8	41		12.7	4.7	83	41	254	127	60			
	9	67		7.1	3.3	98	93	339	322	85			
	10	47		8.4	4.7	100	70	364	255	58			
	11	51		11.1	7.3	168	143	674	574	55			
	12	65		12.7	10.0	286	252	1.383	1.215	66			
	13	57		7.2	6.7	167	112	756	515	52			
	14	59		1.8	2.0	52	49	232	218	49			
	19			0.3	0.7	No Samples with Height							
Lodgepole Pine	QMD										Max SDI:	800	
Summary	10.8	57		61.4	39.3	997	784	4.363	3.451	58	12	70	0.09

5. CUTTING AREA AND TOPOGRAPHY

The timber sale contract area consists of approximately 65 acres all of which will be selectively cut. Topography is flat to gently sloping (0-15%) and all acres will be ground based harvested.

6. TIMBER RESERVATION PROVISIONS

Trees painted with Yellow paint are reserve trees and may not be cut. Only those stems not marked in Yellow paint. Post and poles (lodgepole pine under 6 inches) has not been marked. A Leave spacing of 30 feet will be enforced where post and poles are removed. No trees shall be cut outside the mapped and/or boundary area designated by the authorized officer. (Maps Enclosed)

7. LOG EXPORT RESTRICTIONS

All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber. For an explanation of log export restrictions see attachment; Section 41, Special Provisions, G. Log Export.

8. DURATION OF CONTRACT

Duration of contract will be **24 (twenty-four)** months for cutting and removal of timber. An additional 1 (one) month is allowed to remove any logging equipment or other personal property of the Purchasers. Extensions of time for cutting and removal will not ordinarily be granted.

9. ROAD CONSTRUCTION AND ACCESS

The Shotgun Aspen Timber Sale is located approximately 12 miles west of Island Park, Idaho. See attached maps. The sale area is located off the Stagecoach Way, which is off the Sheep Creek Road, which is off the Yale Kilgore Road.

Approximately 1 ¾ mile of existing road (the Stagecoach Way) may require snow plowing off the Sheep Creek Road. There is a wood road (the Stagecoach Way) entering the sale unit. This is a primitive "two track" road. Several landings will need to be constructed off this road. Landings, and any new skid trails will need to be closed, rehabbed and unpassable at the end of the sale as required by authorized officer.

10. BID INFORMATION

This timber will be sold by oral auction. To qualify for bidding, present to the officer conducting the sale a written bid and bid deposit in the form of cash, money order, bank draft or cashier's check in the amount of **$4,100.00**. All checks and other remittance due the Bureau should be made payable to USDI, Bureau of Land Management.

11. ENVIRONMENTAL PROTECTION

The Purchaser shall make a contribution of $10.00 **per acre ($10.00/acre)** for sawlog and ton wood removal from the contract area for the purchase and application of herbicide along roads and skid trails to control noxious weeds. Payments shall be made concurrently with payment for timber. Installments of not less than **two hundred fifty and 00/100 dollars ($250.00), until**

total fee is paid, payable in the same manner as and together with payments required in Sec. 3 of this contract. The basic performance bond required for timber purchased under this contract will be increased by **six hundred fifty and 00/100 dollars ($650.00)** to guarantee payment of these monies.

12. PERFORMANCE BOND

A performance bond of not less than 20% of the contract price will be required.

NOTICE: Submission of the required bid deposit and written bid of not less than the advertised appraised price is required to qualify. Written bids must be submitted in duplicate on form 5440-9. If you are not a successful bidder, your deposit will be returned immediately after the sale.

The highest bidder for this sale will be required to confirm his bid on bid forms furnished by the sale officer.

A copy of the timber sale contract is available for inspection at the Pocatello & Upper Snake Field Offices.

The successful bidder will be required, as a condition of award, to sign a certificate to the effect that the bid was arrived at by the bidder or offeror independently and was tendered without collusion with any other bidder or offeror.

Detailed contract information may be obtained at the Bureau of Land Management, Pocatello Field Office, 4350 S. Cliffs Drive Pocatello, Idaho or Upper Snake Field Office 1405 Hollipark Drive, Idaho Falls, Idaho, OR telephone Channing Swan, Forester, at 208-478-6389.

Attachments:

Form 5440-9 (2)	- Deposit and Bid for Timber
Form 5450-17	- Export Determination
Form 5460-17	- Substitution Determination
Exhibit A	- Location map
Exhibit A-1	- Cutting Unit Map
Exhibit B	-Volume/Value Determination
Section 41	- Special Provision

Form 5440-9
(December 2004)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Tract Number	
Sale Name	
Sale Notice *(dated)*	
BLM District	

☐ Sealed Bid for Sealed Bid Sale ☐ Written Bid for Oral Auction Sale

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

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

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

BID SCHEDULE — LUMP SUM SALE

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
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)

☐ Signature, if firm is individually owned	Name of firm *(type or print)*
☐ Signatures, if firm is a partnership	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" (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 timer or vegetative resources.

Form 5440-9
(December 2004)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Tract Number	
Sale Name	
Sale Notice *(dated)*	
BLM District	

☐ Sealed Bid for Sealed Bid Sale ☐ Written Bid for Oral Auction Sale

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

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

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

BID SCHEDULE — LUMP SUM SALE

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
			× =		× =	
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)

☐ Signature, if firm is individually owned	Name of firm *(type or print)*
☐ Signatures, if firm is a partnership	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" (2) Vegetative Resource Other Than Timber (3) Time bids are to be opened (4) Legal description

NOTICE

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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.

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 desposit 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 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

EXPORT DETERMINATION

FORM APPROVED
OMB No. 1004-0058
Expires: November 30, 2022

Location of facility where Federal Timber is expected to be processed

INSTRUCTIONS
Timber sale applicant forwards information to Contracting Officer.

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

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

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

a. Export *(date)* _____

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

a. Affiliate _____ Export date _____

b. Affiliate _____ Export date _____

c. Affiliate _____ Export date _____

*See 43 CFR 5400.0-5

Name of Firm

Signature of Signing Officer	Title	Date

NOTICES

The Privacy Act and 43 CFR 2.48(d) require that you be furnished with the following information in connection with the information requested by this form.

AUTHORITY: 43 CFR Part 5420 permit collection of the information requested by this form.

PRINCIPAL PURPOSE: The BLM uses the information in this form to determine whether Federal timber has been substituted for exported unprocessed private timber.

ROUTINE USES: Timber sale purchaser provides information regarding their export of private timber.

EFFECT OF NOT PROVIDING INFORMATION: Submission of the requested information is required to obtain or retain a benefit. Failure to submit all of the requested information or to complete this form may result in delay or preclude the BLM's acceptance of your form.

The Paperwork Reduction Act requires us to inform you that:
The BLM collects this information to determine whether Federal timber has been substituted for exported private timber in accordance with 43 CFR 5421.1 and 5424.0-6(e).
You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: The estimated public reporting burden for this form is 1 hour per response for a majority of responses, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0058), Bureau Information Collection Clearance Officer, 1849 C Street, N.W., Room 2134 LM, Washington, D.C. 20240.

Form 5460-17
(March 2007)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SUBSTITUTION DETERMINATION

FORM APPROVED
OMB No. 1004-0058
Expires: February 28, 2010

Purchaser or Affiliate

Contract Number

Location of Processing Facility

In compliance with requirements of 43 Code of Federal Regulations 5424.1, ☐ I ☐ We hereby submit the following information with regard to timber from lands tributary* to the above processing facility:

1. Historical Base Determination:
   a. State volume of last export sale. _____ (MBF)
   b. State date of last export sale. _____
   c. State total volume of exported private timber in preceding twelve (12) months from date in b, above. *(Exclude volume of last export sale.)* _____ (MBF)
   d. State total volume of Federal timber purchased or otherwise acquired in preceding twelve (12) months from date in b, above. _____ (MBF)

2. Timber Transactions Since Historical Base Period:
   a. State total volume of private timber exported in succeeding twelve (12) months from date in lb, above. *(Include volume of last export sale.)* _____ (MBF)
   b. State total volume of Federal timber purchased or otherwise acquired in succeeding twelve (12) months from date in lb, above. _____ (MBF)

3. Guide to determine if substitution has occurred, complete the following table *(Purchaser's Option)*
   a. _____ MBF exported timber from base period *(same as lc, above)*
   b. _____ MBF Federal acquisitions from base period *(same as 1d, above)*
   c. _____ MBF exported timber after base period *(same as 2a, above)*
   d. _____ MBF Federal acquisitions after base period *(same as 2b, above)*

If *c* is greater than *a*, and *d* is greater than *b*, substitution of Federal timber for exported private timber has occurred.

4. The above volumes were determined by:

SCALED BY	SCALING METHODS
☐ Company Employee	Log Scale Rule Used _____
☐ Scaling Bureau	Maximum Length Without Taper _____
☐ Other *(specify)*	Taper Allowance _____

Comments *(If additional space is needed, use page 2)*

Name of Firm

Signature of Signing Officer	Title	Date

INSTRUCTIONS

To determine substitution, complete the above and return twelve (12) months from date of last export sale. Report volumes of timber in (MBF). Do *not* include exempted species.

Specify type of rule used, long log or short log. If volume was sold on a scale basis, state scaling method.

*Tributary lands mean area from which timber is expected to be delivered to a given processing facility.

(Continued on Page 2)

NOTICES

The Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you can be furnished with the following information required by this application.
AUTHORITY: 43 CFR part 5420.
PRINCIPAL PURPOSE: BLM uses this information to determine the volume of timber exported during the last 12 months.
ROUTINE USES: BLM will disclose the information on this form pursuant to the regulations in 43 CFR 2.56.
EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is required to process the application. If all the information is not provided, the application may be rejected.

The Paperwork Reduction Act of 1995 requires us to inform you that:
The BLM collects this information to determine the volume of timber that you have exported during the last 12 months.
The BLM uses the information to determine whether or not you have complied with the terms of your contract.
Response to this request is mandatory under the terms of your timber contract.
The BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average one hour 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 (1004-0058), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.

Exhibit A-1

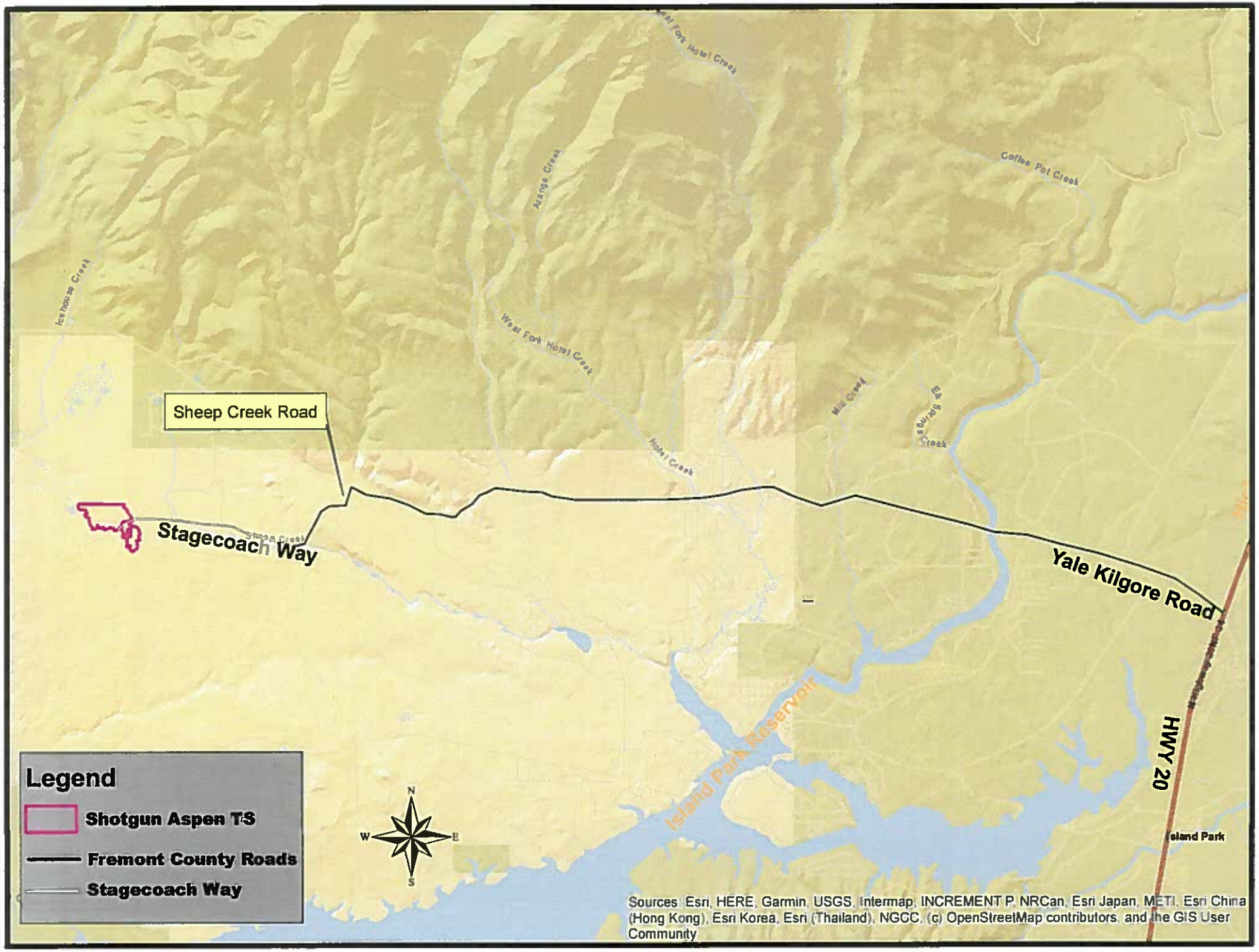
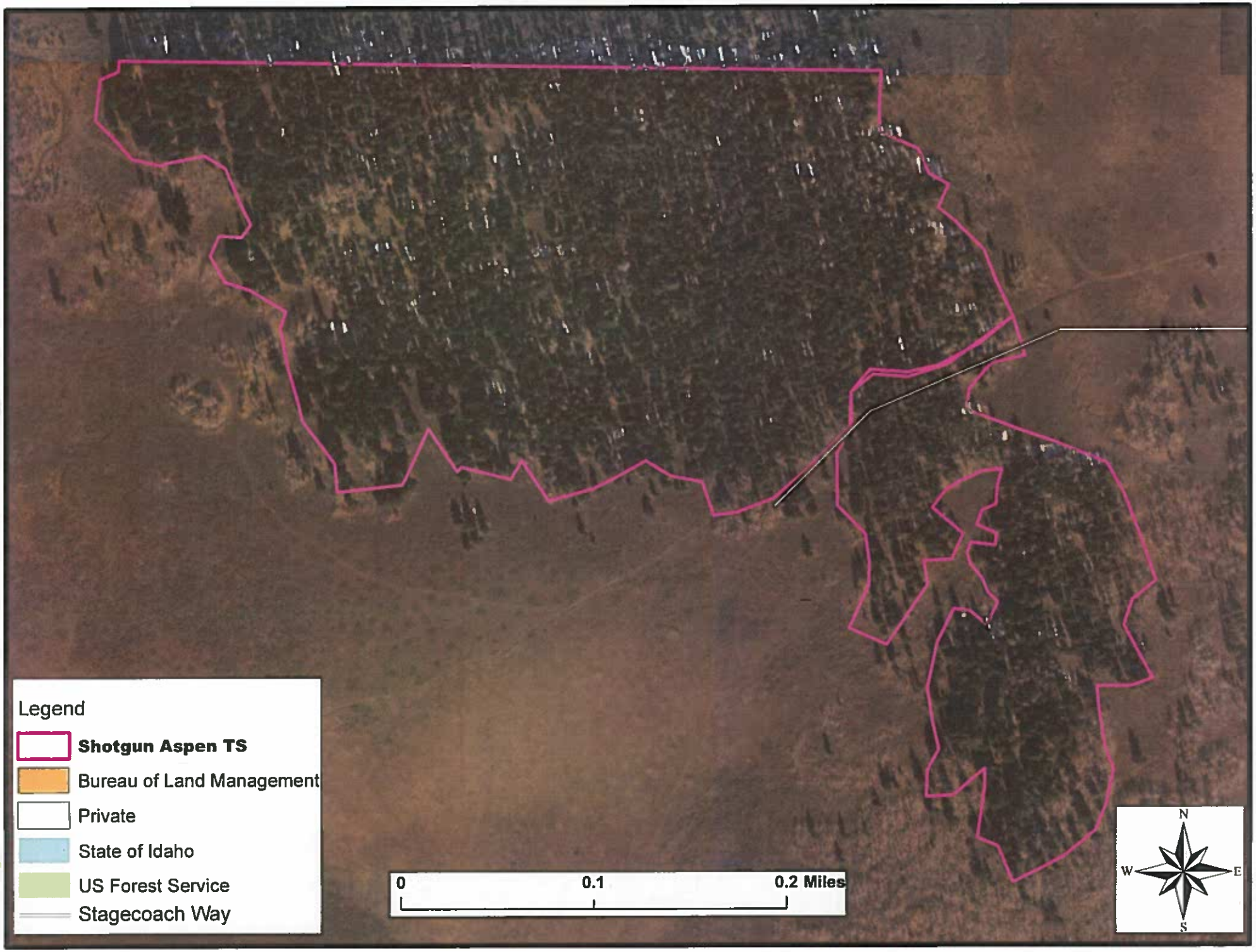

Sheep Creek Road
Stagecoach Way
Yale Kilgore Road
HWY 20
Island Park Reservoir
Island Park
West Fork Hotel Creek
Hotel Creek
Mill Creek
Elk Springs Creek
Coffee Pot Creek
Icehouse Creek
Legend
Shotgun Aspen TS
Fremont County Roads
Stagecoach Way
N
W
E
S
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Exhibit A-2


Legend
Shotgun Aspen TS
Bureau of Land Management
Private
State of Idaho
US Forest Service
Stagecoach Way
0
0.1
0.2 Miles
N
W
E
S

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS - WEIGHT SCALE SALE
EXHIBIT B

Contract Number:
IDI01-TS-2020-0001

Contract Name:
Shotgun Aspen Timber Sale

1. Purchase Price - The Purchaser agrees to pay the Government for the sawlog timber and timber products sold under this contract in accordance with the following schedule. The prices per measurement unit are subject to readjustment as stated in Sec. 9 of this contract. Where Type of Cost is Per Unit, Purchaser will pay for actual Units removed times the Bid Price per Unit. Where Type of Cost is Lump Sum, Purchaser will pay for the Units listed in this schedule times the Bid Price Price per Unit.

Product/Species	Type of Cost	Estimated Number of Units - No Decimal	Measurement Unit	Price\ per Unit	Price x Est. Number of Units
SAWLOG TIMBER					
Douglas Fir and Lodgepole	Per Unit	2,941	Tons	$13.91	$40,912.36
Timber is sold on a per ton basis.					
BF conversion it is estimated to be 6.5 T/MBF					
TIMBER PRODUCTS (OTHER THAN SAWLOGS)					
*This sale will be sold by weight. Bidding will be on the sawtimber tonnage only. Post and Poles will be modified to the contract after it has been awarded to the highest bidder as a lump sum item. The above volumes and value are only an estimate. The actual amount of sawtimber will be determined by scaled weight (See special provisions)					

2. Contract Estimates - The following estimate and calculation of Sawlog Timber & Timber Products sold is solely an administrative aid for determining: (a) the Total Estimated Units for the Contract and (b) the Total Estimated Value for the Contract

Estimated Contract Total Units by Measurement Unit	#REF!	#REF!	#REF!
	#REF!	#REF!	
Total Estimated Contract Value at Current Estimated Number of Units			**#REF!**

3. Specifications - Sawlog Timber is all timber which can be cut into logs which equal or exceed the following specifications. Timber Products is all timber which equal or fall between the following specifications. Purchaser shall pay for all timber (Sawlog and/or Products) removed in accordance with Sec. 3 of this contract at the unit prices shown in 1. Purchase Price. (above)

Product/Species	Minimum Piece Length	Large End Diameter Inside Bark	Small End Diameter Inside Bark	Additional Specification
Sawlogs	16'	5.6"	5"	≥ 33% sound

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS - WEIGHT SCALE SALE
EXHIBIT B (Continued)

Contract Number:
IDI01-TS-2020-0001

Contract Name:
Shotgun Aspen Timber Sale

4. Accountability - As stated in Sec. 41 of this contract, the Purchaser is responsible for all Weight Tickets and all Weight Ticket Books assigned to the Purchaser for this contract. Refer to Sec. 41 of this contract for ticket reporting requirements and payments for individual lost Weight Tickets or lost Weight Ticket Books.

5. Estimated Unit Quantities and Values - When payments are made under Sec. 3 of this contract, the following estimates of Quantity and Value of timber sold are made solely as an administrative aid for determining: (a) when payments are due, (b) value of timber subject to any special bonding provisions, and (c) other purposes specified in various sections of this contract.

Treatment Unit Information			Estimated Unit Quantities			*Price per Measure Unit*	Estimated Unit Values	
Unit Number	Approx. Unit Acres	Product/Species	Total Unit Quantity	Measurement Unit	Calculated Quantity per Acre		Total Unit Value	Calculated Value per Acre
all	65.0	Sawlogs Douglas Fir and Lodgepole	2,941	Tons	65.0	$13.91	$40,912.36	$629.42

* This sale will be sold by weight. Bidding will be on the sawtimber tonnage only. The above volumes and value are only an estimate. The actual amount of sawtimber will be determined by scaled weight. (See special provisions) *

SECTION 41 - SPECIAL PROVISIONS:

A. Logging

1. Timing restriction will be enforced on this timber sale due to the presence or sensitive raptors. **No logging operations will take place between February 1st – August 15th**. Winter operations thru January will be authorized.

2. Prior to the commencement of operations, the Purchaser shall schedule a pre-work meeting and obtain from the Authorized Officer (AO) a written Notice to Proceed. The purchaser shall submit a logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. *All logging shall be done in accordance with the purchaser's plan of operation.*

3. Prior to hauling logs, and if required by the AO, the Purchaser shall provide a copy of the purchase agreement between the Purchaser [and/or the Purchaser's subcontractor(s)] and mill(s), company(ies), individual(s), etc. receiving logs, pulp, or other products from the contract area.

4. Before beginning operations on the contract area for the first time, or after a shutdown of ten (10) or more days, the Purchaser shall notify the AO in writing of the date they plan to begin operations. They shall notify the AO in writing if he/she intends to cease operations for any period of ten (10) days or more.

5. Cutting shall be done in a systematic manner. If falling operations begin in an area, all designated trees shall be cut and skidded before moving to another area, unless otherwise approved by the AO.

6. When finishing a cutting Unit and before beginning operations in another Unit, all cutting and rehabilitation shall be completed and approved in writing by the AO.

7. All snags, culls and marginal trees designated for cutting shall be felled concurrently with all other trees designated for cutting in all units shown on Exhibits A-1.

8. All trees designated for cutting shall be severed.

9. All regeneration, where possible, shall be protected.

10. All yarding shall be done with crawler-type equipment with angle dozer blades

and arches, rubber tired skidders, forwarders, or horses unless otherwise approved by the AO.

11. At least one piece of skidder-type equipment shall be equipped with an operable grapple.

12. If using rubber tired equipment, tire chains must be made available for all drive axles and shall be used as necessary to prevent resource damage or as directed by the AO.

13. Exceptions will not be made for mechanical failures or inadequate equipment.

14. Dozer blades will be removed for yarding unless the operator can demonstrate to the satisfaction of the AO that he can operate such equipment without damage to reserve trees.

15. Skid trails shall not exceed grades of 35% unless authorized by the AO.

16. Skid trails shall run perpendicular (up and down) the slope. Skid trails may be limited to designated locations authorized in advance, as determined by the AO.

17. Skid trails shall be spaced at the maximum interval possible to provide the maximum protection to the reserve trees. Skid trails/roads less than 100' apart shall be approved by the AO prior to use.

18. Limit the width of skidding corridors to the minimum width necessary for removing logs with minimum damage to reserve trees, the width of each trail shall not exceed fifteen (15) feet measured between trunks of reserve trees, unless otherwise approved by the AO.

19. Skid trails shall retain stumps along the edges which are to be high enough (2-3 feet) to act as rub/bumper trees to protect reserve trees from logging damage, as necessary.

20. No cutting, yarding or loading is permitted outside the harvest area shown on Exhibit A-1.

21. All landings shall be approved by the AO.

22. Trees marked in YELLOW are marked as leave trees. Only those trees **not marked in orange** and over 4in DBH shall be cut and/or removed.

23. All trees shall be cut so that the resultant stump height on the uphill side shall not

exceed twelve (12) inches.

24. The Purchaser shall protect all fences within the cutting units from damages resulting from logging operations.

25. Hanging trees that are a result of logging operations shall be brought to the ground immediately. If these trees cannot be brought down during the same operating period they must be identified as a hazard tree and marked with bright flagging which shall be visible from all sides.

26. If reserved timber is cut the AO shall be immediately notified. This severed reserved timber shall be marked on the stump and butt end of the log with an X using highly visible colored paint.

B. Utilization & Recovery Standards

All culls and marginal trees designated for cutting (not painted in yellow) shall be felled concurrently with all other trees designated for cutting in all units shown on Exhibits A-1.

All trees designated for cutting shall be severed.

In addition to Exhibit B, all logs severed which are greater than or equal to four (4) inches DOB at the top and longer than eight (8) feet in length shall be decked or windrowed at the location designated by the AO, except logs sold and removed from the contract area.

C. Wildlife Protection:

The Purchaser shall comply with the Biological Assessment (BA) for the Shotgun Valley Fuels Reduction Forest Restoration Project. A copy of this will be provided to the Purchaser at the pre-work meeting.

Timing restriction will be enforced on this timber sale due to the presence or sensitive raptors. No logging operations will take place between February 1st and August 15th. Winter operations will be authorized.

D. Road Construction, Use and Maintenance

1. Access to the sale location is off the off the Yale-Kilgore Road, approximately 7 miles west of Island Park, Idaho. The Yale Kilgore Road is plowed in the winter by Fremont County.

2. The Purchaser shall construct and improve the required roads and landings to the satisfaction of the AO in a good and workmanlike manner in conformity with the law. Roads entering the sale unit will be of temporary nature only. After the sale is done these roads will be required to be rehabilitated and unpassable.

3. All road construction/renovation shall be completed to the satisfaction of the AO prior to hauling.

4 The Purchaser is authorized to use all designated haul routess on the contract area which are under the jurisdiction of the Bureau of Land Management for the removal of government timber sold under the terms of this contract; provided that at all times the Purchaser shall put, maintain, and leave all roads on the contract area in a condition satisfactory to the AO during the period of his operations on the contract area.

5. Purchaser shall perform all road clean-up including removal of bank slough, slides and fallen timber, which can practicably be accomplished by a motor patrol grader equipped with a front end blade, rubber-tired front end bucket loader, or comparable equipment, and by the use of hand tools. When working conditions dictate end hauling of material, the distance and the quantity of material required to be moved shall be limited to what is reasonable and practicable without the use of additional equipment.

   In removing material from slides or other sources, Purchaser shall deposit the material which must be moved at locations designated by the AO with the objective that such material will not erode into streams, lakes or reservoirs or cause undue damage to road fill slopes.

6. Purchaser shall perform preventive maintenance at end of Purchaser's hauling each season and during non-hauling periods which occur between operations on the contract area to minimize weather damage to roads during non-hauling periods. This may include, but shall not be limited to, slide repairs, cross-ditching, end hauling, blading to remove ruts or other surface irregularities which would interfere with normal runoff of water and cleaning of ditches and culverts.

7. Purchaser shall maintain the cross section of dirt or graveled roads as presently existing or where applicable, to the reconstructed standards required by this contract, by blading and shaping the road surface and shoulders. Banks shall not be undercut. Established berms shall be maintained and additional berms shall be placed where needed to protect fills and directed by the AO. Vegetation shall not be disturbed or removed from cut and fill slopes on existing roads except where a distinct safety hazard exists.

8. Purchaser shall grade the roads at the beginning of the hauling season, after each 500,000 board feet of timber is hauled over the road if required by the AO, at the end of each hauling season and at the termination of the contract.

9. Purchaser shall post at a minimum one 30"x30" black on orange "Log Truck" sign on every designated route leading into the general Timber Sale area and one "Logging Operations" sign on any route entering the immediate Timber Sale area, or as directed by the AO.

E. Environmental Protection

1. Contractor shall ensure that all off-highway equipment moved on to BLM administered land under this contract is free of soil, seeds, vegetative matter or other debris that could contain or hold weed seeds. For purposes of this provision, equipment shall be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material. If any logging equipment is removed from the sale area and then returned to the sale, such logging equipment shall be cleaned prior to entry onto the contract area. Disassembly of equipment components or specialized inspection tools will not be required. A current list of noxious weeds of concern to the BLM is available at the Idaho Falls District Office.

2. The Purchaser shall make a contribution of $10.00 **per acre ($10.00/acre)** for sawlog and ton wood removal from the contract area for the purchase and application of herbicide along roads and skid trails to control noxious weeds. Payments shall be made concurrently with payment for timber. Quarterly payments shall be made in installments of not less than **two hundred fifty and 00/100 dollars ($250.00)** payable in the same manner as and together with payments required in Sec. 3 of this contract. The basic performance bond required for timber purchased under this contract will be increased by **nine hundred ten and 00/100 dollars ($910.00)** to guarantee payment of these monies.

3. Upon completion of hauling, the Purchaser shall scarify, as directed by the AO, portions of all landings used during the operation in strips of not more than two (2) feet in width to a minimum depth of 12 inches. All landings shall be sloped to allow drainage to a centralized location on the fill slope of the landing.

4. The Purchaser shall construct waterbars on all skid trails and waterbars or rolling dips on all haul roads as designated by the AO. The waterbars and rolling dips shall be constructed in accordance with specifications shown in Exhibit C.

5. All skid trails accessing the harvest area from existing roads shall be made impassable to ATV's and UTV's. Generally this will be done by re-contouring and scattering slash on the first 200 feet of the skid trail and/or collector trail, in order to make the skid trail and/or collector trail impassable to ATV's and UTV's. The method used by the Purchaser for closing skid trails will be approved by the Authorized Officer prior to being implemented.

6. Prior to beginning operations on the sale, the Purchaser shall develop an action plan to cover the worst case analysis of a hazardous materials spill in the watershed area.

7. Work shall be accomplished with care and no oil, gasoline, bituminous mixtures or other harmful or foreign materials shall be allowed to enter any channels. Areas that have become saturated with oil, gasoline, or bituminous products shall be excavated to a depth of twelve (12) inches beyond the contaminated material and backfilled with approved material. The process for disposal of contaminated material shall be approved by the Authorized Officer.

8. Seeding will be completed by the BLM and will be done in coordination with other rehabilitation needs.

9. Snow Removal: The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract. Berms of ice and snow created by hauling during the winter shall be broken before spring runoff begins or immediately after hauling is completed whichever occurs first.

F. Fire Prevention and Control

1. The Purchaser shall comply with all state and local fire laws.

A. All internal combustion engines will conform to spark arrester guidelines as established under section 601.06 of the Idaho Forestry Act.

B. Fire tools and fire extinguishers - During closed fire season which is the period from May 10 to October 20, inclusive, of each year, the following equipment will be available:

1. Every person or entity engaged in any activity in forests of the State of Idaho shall have available for firefighting purposes one basic fire cache for ten men so engaged. A basic fire cache shall consist of two axes, five shovels, three Pulaski tools, and two water buckets, all in good condition and located at a point immediately accessible for firefighting purposes.

The fire cache tools shall be contained in a closed box marked "FOR FIRE USE ONLY."

2. Each unit of mobile or stationary power equipment other than portable power saws operating on forest lands of the State of Idaho shall be equipped with a minimum of one chemical fire extinguisher rated by the Underwriters Laboratory as not less than 4-B.C., one serviceable round-pointed No. 0 shovel or larger, and one pulaski or axe with 26 inch handle or larger.

3. Any person using a portable power saw on forest land of the State of Idaho shall be equipped and shall have the following immediately available for the prevention and suppression of fire: A fire extinguisher of at least 8 ounce capacity and a size 0 or larger shovel.

C. Fire Crews - On all activities on forest lands of the State of Idaho, the person responsible for same shall designate a fire crew and a fire foreman, with powers to act for his employer, to take immediate initial action to suppress any fire starting on the activity area. Any or all personnel shall be at all times in readiness to go and immediately shall go to any fire which originates on the operation, with or without instruction.

2. The AO may shut down logging operations under declared extreme fire weather conditions for the period that the aforementioned extreme conditions exist.

3. The AO may shut down all operations of the Purchaser for failure to comply with any of the fire prevention stipulations. The AO may also, in accordance with the provisions of this contract, terminate the rights of the Purchaser for such a violation.

4. The Purchaser, his logging contractor, servants, agents or employees shall make every reasonable effort to control and suppress any fire starting on, burning on, or threatening the contract area. The Purchaser, his logging contractor, servants, agents or employees shall not in any way interfere with the Bureau of Land Management or their efforts to control and suppress fires starting on, burning on, or threatening the contract area, but shall make every reasonable effort to assist the Bureau of Land Management or their representatives to control and mop up such fires after the Bureau of Land Management or their representatives assume direction and responsibility for the control and suppression of such fires.

5. During periods of fire danger, smoking shall be permitted only in such portions of the landing as are free of flammable material. Before smoking, fallers, buckers, and others working away from the landing must clear an area to mineral soil not less than one hundred (100) inches square, must sit down to smoke in such a position that any burning

material will fall within the cleared area, and must extinguish and press out in the mineral soil all burning material before leaving the cleared area.

G. Log Export

All timber sold to the Purchaser under the terms of this contract 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. 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 round wood not processed to standards and specifications suitable for end-product uses; (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 Number 3 common or better. Thus, 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 remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shingles and shakes.

Substitution will be determined under the definition found in 43CFR 5400.0-5(n).

The Purchaser is required to maintain and furnish upon request the following information:

1. Date of last export sale.

2. Volume of timber contained in last export sale.

3. Volume of timber exported in the past twelve (12) months from the date of last export sale.

4. Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.

5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.

6. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or

receiving such timber to execute a "Certificate as to Nonsubstitution and the Domestic Processing of Timber." The original of such certification shall be filed with the AO. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the AO.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in the form specified by the AO and furnish the information to the AO.

In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales of transfer of logs involving timber from this sale for inspection and use of the Bureau of Land Management.

Unless otherwise authorized in writing by the AO, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser's registered log brand at least one end of each log bolt or other roundwood and identify each of these by painting with highway yellow paint.

In the event of the Purchaser's noncompliance with this subsection of the contract, the AO may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year. Forms 5450-17 (Export Determination) and 5460-17 (Substitution Determination) are attached for your information.

H. Slash Disposal

1. In addition to the requirement of Section 15 of this contract, the Purchaser shall pile all slash situated within the timber sale area concurrently with normal felling operations. Slash shall be piled by machinery with appropriate blades.

2. Develop slash mats: When making a return pass with the skidder, routinely pick up a pile of slash and scatter it on the skid trail as you go. This will create a slash mat, with the intention that leftover debris will help reduce the impacts of rutting, soil compaction, and erosion during logging operations. For this technique to work well, it should be done immediately from the start of logging operations until a well-established slash mat is in place, to a minimum depth of 6". This is a necessary part of environmental protection, and this slash will also be necessary for rehabilitation.

3. Slash shall be piled tight with a minimal amount of dirt involved.

4. Slash piles shall have logs no longer than eight (8) feet extending from the piles.

5. Slash piles shall be no wider than 2 times the pile height.

6. Slash shall be piled a **minimum** of 30' away from leave trees to prevent scorching when piles are burned.

7. Lopping: Under the terms of this contract, the Purchaser shall sever limbs from at least three sides of all timber felled or pushed over. Additionally, all saw timber will be cut to a 8 inch or less top and sever the top at that point and lop the limbs so the slash is within two feet of the ground. Lopping shall occur concurrently with felling and yarding operations.

I. Equal Opportunity

Certification of Nonsegregated Facilities, Form 1140-4, is attached hereto and made a part hereof.

J. Cultural Resource Protection

1. The Purchaser, his contractors, subcontractors or employees of all parties would work closely with USFO personnel during surface disturbing activities related to timber harvesting in the project area. Work crews would restrict vegetation management harvesting to the areas inventoried.
2. USFO personnel would mark the boundaries of cultural resource sites recommended for avoiding and monitoring with flagging appropriate for timber harvesting.
3. USFO personnel would remove all flagging and lath immediately following completion of timber harvesting activities. Flagging may be removed during treatment activities, if this reduces the potential for attracting attention to a site.
4. The Purchaser, his contractors, subcontractors or employees of all parties would be informed about their responsibility to protect the confidentiality and sensitivity of archaeological site location information. Work crews would be informed about the laws and regulations prohibiting unauthorized collecting and removal of archaeological resources from public land.
5. USFO personnel would monitor timber cutting and related surface disturbing activities in the project area and ensure that project staging areas are not located near flagged sites.
6. The Purchaser, his contractors, subcontractors or employees of all parties would not knowingly disturb, alter, injure or destroy scientifically important paleontological deposits or any historical or archaeological site, structure, building or object.

7. Pursuant to 43 CFR 10.4(b), if in connection with operations under this contract the Purchaser, his contractors, subcontractors, or the employees of any and all parties inadvertently discovers, encounters or becomes aware of any human remains, funerary objects, sacred objects, or objects of cultural patrimony on federal land, the Purchaser shall immediately suspend all operations in the vicinity of the discovery and notify the BLM Field Manager, by telephone or radio, with written confirmation. The Purchaser shall allow BLM to make a reasonable effort to protect the discovered human remains, or objects. Operations in the immediate area of such discovery would not resume until the BLM Field Manager issues written authorization to proceed.

8. If in connection with operations under this contract the Purchaser, his contractors, subcontractors or employees of all parties would inadvertently discover paleontological deposits or specimens, the Purchaser shall immediately suspend all operations in the vicinity of the discovery and notify the BLM Field Manager, by telephone or radio, with written confirmation. The Purchaser shall allow BLM to make a reasonable effort to protect the discovery. Operations in the immediate area of such discovery would not resume until the BLM Field Manager issues written authorization to proceed.

K. Insurance

The Purchaser shall procure, maintain and furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, with limits of $100,000.00 for injury or death to one person, $300,000.00 for injury or death of two or more persons, and $100,000.00 for damage of property. In addition the Purchaser shall obtain and retain in force for the duration of this sale an Automobile Liability Insurance policy covering owned, non-owned and hired autos. Said policies shall be written by an insurance company authorized to do business in the State of Idaho and will list the Idaho Department of Lands as additional insured. The insurance policy shall protect the USDI Bureau of Land Management and the State from claims for damages, which arise from operation under this agreement. The policy shall provide for a limit of not less than $1,000,000.00 combined single limit per occurrence. Said policies shall contain an endorsement requiring the insurer to give ten days written notice to the State prior to expiration or cancellation.

L. Protection of Habitat of Endangered Species

Locations of areas needing special measures for the protection of plants and animals listed as threatened or endangered under the Threatened and Endangered Species Act of 1973 are shown on the sale map and identified on the ground. Measures needed to protect such areas have been included elsewhere in this contract. If protection measures prove inadequate, if other such areas are discovered, or if new species are listed on the Endangered Species List, the Bureau of Land

Management may either cancel unilaterally or modify this contract to provide additional protection regardless of when such facts become known. If discovery of such areas occurs by the Purchaser, his Contractors, subcontractors, or the employees of any of them, the Purchaser shall immediately suspend all operations in the vicinity of the Endangered Habitat or Species and immediately notify the AO of the findings.

M. Periodic Payment and First Installment Adjustments

1. Notwithstanding the provisions of Sec. 3 (b), the amount of the first installment may be reduced by the Government when the AO requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operation season. Such interruptions or delay must be beyond the Purchasers control. The Operation Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Sec. 3 (b). During the delay period, the Purchaser must request such a reduction in writing. When the AO notifies the Purchaser that operations may proceed, the Purchaser shall have fifteen (15) days after such notification to return the first installment to the full value specified in Sec. 3 (b). Failure to return the first installment to the full value within the allotted time will be considered a material breach of contract. No timber shall be cut or removed from the contract area until the first installment is restored to the full amount.

2. Notwithstanding the provisions of Sec. 3 (b) , adjustments in the due dates for periodic payments may be made by the Government if the AO interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchasers control. Any adjustments made shall provide the Purchaser with and equal amount of operational time as would have been available without the delay. The Purchaser shall request such adjustment in writing before the due date for a periodic payment contained in Sec. 3 (b).

N. Pre-Award Qualifications

The high bidder may be required to furnish information such as professional references and proof of equipment ownership in order to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified by the AO, or refuses to respond within 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 and willing to accept the contract.