PROSPECTUS

BLM, High plains District- Newcastle Field Office #WYP08-TS-2019.0001 Skull creek

Skull Creek Timber Sale; Weight sale Weston County, WY

March, 14 2019

BID DEPOSIT REQUIRED: $1,300.00
If awarded Performance bond required $2,600.00
If awarded First installment required $2,000.00

All timber designated for cutting by prescription on PD forestland in Sec. 13-14 of Township 48N, Range 63W of the Sixth principal meridian.

<table>
<thead>
<tr>
<th>Species</th>
<th>Est. Volume Green Tons 16' Log</th>
<th>Appr. Price Per Green Ton*</th>
<th>Est. Volume Times Appraised Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ponderosa pine</td>
<td>1,670</td>
<td>$7.65*</td>
<td>$12,775.50</td>
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<td></td>
<td></td>
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<td>$12,775.50</td>
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</tbody>
</table>

*Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price.

**The purchase of biomass or Product other than log material is optional. If the Purchaser chooses to purchase biomass/firewood, then after yarding and decking of saw logs material a separate negotiated sale for fair market price may be determined with purchaser.

*MInimum Stumpage values were used to compute the Appraised Price/ton

Sealed bid opening LOCATION – The sealed bid opening will be held at the Newcastle field office, 1101 Washington Blvd. Newcastle, WY 82701 at 11 a.m. on Friday, May 3 2019.

This is a prospectus only. Attachments may not include all exhibits referred to in the contract. The complete contract, including all exhibits, is available for inspection at the Newcastle field office.

Bidders will be restricted to bidding on a unit (Green Ton) rate of the Ponderosa Pine volume.

CRUISE INFORMATION – The volume is an estimate based on variable plot 10 BAF prism and prescription goals. Purchaser is highly encouraged to verify estimate.

LOG EXPORT AND SUBSTITUTION RESTRICTIONS - All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber and is prohibited from use as a substitute for exported
Private timber.

**CUTTING AREA** – Two units:
- Skull Creek West 49.25 acres Thin from above (see detailed prescription)
- Skull Creek East 67.4 acres Thin from below (see detailed prescription)

**CUTTING TIME** - Contract duration will be Thirty six (36) months for cutting and removal of timber.

**ACCESS** - The BLM does not guarantee access into the contract area. Access to and from the contract area is the sole responsibility of the Purchaser. The Purchaser is responsible for any delays in contract performance due to access into the contract area. The BLM assumes NO responsibility or authority for access across private lands, and is not responsible to reimburse the Purchaser for any costs or extra work required by the private landowner for access privileges.

**ROAD MAINTENANCE** – Two-tracks and skidder trails on BLM surface will be maintained to WY State Forestry BMP’s and returned to min. or original condition. Detailed specifications can be found in Section 42 SP.

**ROAD CONSTRUCTION** – Any skidder trails or two-tracks constructed on BLM surface must be to WY State Forestry BMP’s and any specifications found in Section 42 SP.

**SOIL/EROSION DAMAGE PREVENTION** – Active operations should be conducted when ground is frozen, firm or reasonably dry. Again WY Forestry BMP’s must be employed to minimize impacts to soil resource. If WY state Forestry BMP’s are not employed or conditions deteriorate and operator does not self-police based on conditions and adhere to WY State Forestry BMP’s, BLM will shut down operations until conditions improve and/or depending on damage with-hold performance bond and/or require repair of damage at no cost to the government.

**OTHER** -
No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.

**ENVIRONMENTAL ASSESSMENT** - A FONSI and Decision Record Skull creek Project and Timber sale Tiered under: Crook, Weston County Forest Management Project Area EA DOI-BLM-WY-P080-2018-0010-EA was prepared for this sale, it was determined that the proposed action is in accordance with the before mentioned EA, and approved land use plan and no further environmental analysis is required. This document is available for inspection as background for this sale at the Newcastle Field office.
SKULL CREEK TIMBER SALE

THIS IS A SALE PROSPECTUS ONLY. THESE ARE THE SPECIAL PROVISIONS AS THEY WILL BE WRITTEN IN THE CONTRACT. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE MEDFORD INTERAGENCY OFFICE.

Sec. 41. TIMBER RESERVED FROM CUTTING - The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

(A) All timber on the boundary (see Exhibit A) marked with a combination of orange paint, and/or posters which are on or mark the boundaries of the BLM surface ownership.

(B) All Timber is reserved from cutting that is not identified by the prescription in cutting areas; Skull creek East and Skull creek West.

(C) Retain all snags in the Harvest Areas except when poising a safety concern, all snags felled for safety reasons shall be retained on site.

(D) All hardwoods in the Harvest Areas shown on Exhibit A which do not present a safety hazard as determined by the Authorized Officer. Hardwoods felled for safety reasons shall be retained on site.

SECTION 42. Special Provisions

A. General

1. 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: (a) any logs, except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (b) cants or squares to be subsequently remanufactured exceeding 8-3/4 inches in thickness; (c) split or round bolts or other roundwood not processed to standards or specifications suitable for end-product uses; or (d) western red cedar lumber which does not meet lumber of American 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: (a) lumber and construction timbers regardless of size, manufactured to standards and specifications suitable for end-product uses; (b) chips, pulp, and pulp products; (c) green or dry veneer and plywood; (d) poles and piling cut or treated for use as such; (e) cants, squares, and lumber cut for remanufacturing of 8-3/4 inches in thickness or less; (f) shakes or shingles.

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

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

a. Date of last export sale.

b. Volume of timber contained in last export sale.
c. Volume of timber exported in the past 12 months from the date of last export sale.
d. Volume of federal timber purchased in the past 12 months from the date of last export sale.
e. Volume of timber exported in succeeding 12 months from date of last export sale.
f. Volume of federal timber purchased in succeeding 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 Contracting Officer. 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 Contracting Officer.

In the event an affiliate of the Purchaser has exported private timber within 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 Contracting Officer and furnish the information to the Contracting Officer.

Prior to the termination of this contract, the Purchaser shall submit to the Contracting Officer form 5460-15 (Log Scale and Disposition of Timber Removed Report) which shall be executed by the Purchaser. 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 or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management (BLM).

In the event of the Purchaser's noncompliance with this subsection of the contract, the Contracting Officer 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.

2. Prior to the commencement of operations the Purchaser shall obtain from the Contracting Officer approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchaser's authorized representative and the Contracting Officer's representative must be held at a location designated by the Contracting Officer before the logging plan will be approved.

3. Before beginning operations on the contract area for the first time or after shutdown of three or more days, the Purchaser shall notify the Contracting Officer of the date he plans to begin operations. This notice shall be given at least three days prior to beginning any operation. He shall also notify the Contracting Officer if he intends to cease operations for any period of three or more days.

B. Utilization Standards

1. The Purchaser is expected to cut and remove all merchantable tree’s to bring the whole average of the unit/s to within prescriptions as outlined below. All ownership is delineated with tracer orange timber marking paint and within ownership boundaries designation is by prescription. No marked ownership boundaries maybe cut.
Purchaser is expected to follow designation by prescription and virtual internal ownership unit boundaries.

2. If prescription specifications are not being met contractor at no expense to the government will be required to mark trees to prescription prior to cutting for verification of prescription by contract administrator until such time as the contractor is in compliance with prescription.

3. Product other than logs may be negotiated with purchaser separately after completion of Timber sale decking, as a separate sort negotiated and approved by Forester.

**Skull creek West:** Prescription is Over-story removal/thinning from above to release advanced regen of P. pine and Aspen. Leave trees should be selected based on crown condition and live crown ratio (>30% LCR), leave trees to be counted as residual leave for prescription should be in 5-10” DBH class. Where no advanced regen within size classes exist, operator should leave approximately 40 BA of leave trees of good form, health, and >30% live crown ratio. Skidder trails and/or yarding corridors should be minimized to reduce damage to advanced regen and residual leave trees.

**Skull creek East:** Reduce average basal area of each unit to an average of 40 basal area an acre. Trees selected for retention and to be counted as meeting 40 BA must be >7” dbh, should be healthy with no signs of insect infestation, no damage or chlorotic, of good form and full crowns greater than 30% crown ratio; green crown height/total tree height= crown ratio%. Retention trees preferred size are 8” to 20” dbh and purchaser is expected to variably select within these parameters for retention. Two trees per acre of poor form and lack merchantability can be counted towards average 40 BA for wildlife trees. Contract Administrator or BLM staff will conduct audits of meeting prescription throughout timber sale contract, poor performance or not meeting prescription could result in contract cancellation and/or retention of performance bond.

C. **Felling/Processing**

1. All trees designated for cutting shall be cut so that the resulting stump height shall not exceed 12” measured on the uphill side for sawlog material, 6” for trees less than 8 inches DBH.

5. Whole tree yarding is permitted as well as processing in place, however slash cleanup must be accomplished to spec’s given for chosen processing method.

6. All non-merchantable stems damaged from timber harvest operations within the harvest units shall be felled concurrently with all other trees designated for cutting. These trees will be treated as slash as defined in Section 42 (E) Slash Disposal.

D. **Yarding**

1. Whole tree yarding is permitted.

2. The cutting and removal of timber shall be completed when ground conditions are favorable to reducing compaction and erosion, i.e. avoid during heavy rainfall, thaw and/or super saturated soils, preference for yarding and hauling when dry and/or frozen conditions exist, wet weather shutdown guidelines for hauling and/or yarding as determined by the Authorized Officer.

3. Yarding shall be done with tractors, rubber-tired skidders, or other logging system...
Approved by the Authorized Officer and in accordance with the following Specifications:

a. Skid trail locations will avoid soils or conditions that are highly prone to compaction, displacement, or erosion. Favor soils with higher rock content, avoid skidding on saturated soils, favor skidding on frozen or snowed over soils.

c. Minimum spacing of skid trails is 100 feet, unless a reduced spacing is approved by contract administrator.

d. Priority shall be given to existing skid trails.

4. Purchaser shall adhere to all Wyoming state forestry BMP’s and/or BLM contract administrator’s corrections to meet state and federal BMP’s.

E. Slash Disposal

1. Slash shall be disposed of in accordance with the following provisions. The term slash shall be defined as residual woody debris not reserved under Section 41, which remain after yarding, including tree tops, limbs, unmerchantable portions of the bole, uprooted stumps, and trees damaged by logging.

   a. If whole tree yarding; Pile all slash generated from processing and slash located within 50 feet on each side of the landing. Slash shall be piled by a grapple loader to a minimum of 6 feet in height and shall be tight and free of dirt and located as far as reasonable from leave trees surrounding landing.

   b. If processing in place within unit; slash is to be machine piled within unit outside of the dripline of residuals trees. Machine piles should be concentrated to same specifications as slash piles made on log decks in above mentioned for whole tree yarding. Openings within unit should utilized for slash pile construction.

2. The government shall be responsible for the burning of slash.

F. Road Use

1. The BLM does not guarantee access into the contract area. Access to and from the contract area is the sole responsibility of the Purchaser. The Purchaser is responsible for any delays in contract performance due to access into the contract area. The BLM assumes NO responsibility or authority for access across private lands, and is not responsible to reimburse the Purchaser for any costs or extra work required by the private landowner for access privileges.

H. Fire Protection

1. The following equipment will be provided and maintained by the Purchaser on the contract area for use during forest fire season as designated by the State of Wyoming:

   a. Firefighting tools maintained in serviceable condition shall be kept at each active landing and at such other places as the Contracting Officer shall designate whenever people are working on the contract areas. All firefighting tools shall be kept in a closed box marked “FOR FIRE USE ONLY”. There shall not be less than four tools in each box or less than one tool for each person working on the contract area. Three-fourths of all fire tools shall be shovels or other scraping tools.

   b. Each unit of mobile or stationary equipment, including trucks of 23,000 GVW or greater, engaged in commercial activities operating on the contract area or over roads leading to the contract area must be equipped with one operable fire extinguisher or a dry chemical type of not less than 2-1/2 pounds
c. Power saw operators shall maintain in their immediate possession a fully charged operable fire extinguisher and a serviceable round pointed #0 shovel or larger. The extinguisher shall be a liquid chemical type of at least 8 ounces (224 grams) capacity or a dry chemical type of at least 1 pound (0.454 kilogram capacity). Fueling of a saw shall be done in an area which has been cleared of all flammable organic material. Saws shall be moved at least 10 feet from the place of fueling before engine is started.

d. Power saws must be equipped with a muffler and screen type spark arrestor in accordance with the standards set forth in the U.S. Forest Service Spark Arrestor Guide. Power saws used in commercial activities and purchased after December 31, 1980, must also be equipped with a muffler system conforming to the Society of Automotive Engineers Standard J-335b, as set forth in the U.S. Forest Service Spark Arrestor Guide.

e. Exhaust driven turbochargers qualify as efficient spark arresters provided all exhaust gases pass through the turbine impeller. The turbine impeller must be turning at all times and there may be no exhaust bypass. A straight-mechanical-driven supercharger does not qualify. (1) All internal combustion engines operated on forested lands must be equipped with an approved and effective spark arresting device. (2) Motorbikes, trail cycles, scooters, and other mobile vehicles of this type and all stationary internal combustion engine-driven equipment used on the contract area or over roads leading to the contract area, must be equipped with spark arresting devices listed as approved in the U.S. Forest Service Spark Arrestor Guide. Spark arresting devices must be plainly marked with the manufacturer's name and model number and must be properly installed and maintained in accordance with the guide. Heavy trucks may have a vertical stack exhaust system and muffler, provided the exhaust stack extends above the cab of the vehicle.

2. The Purchaser shall conduct all operations permitted under this contract in accordance with Wyoming Fire Regulations.

I. Miscellaneous

1. The amount of the first installment may be reduced by the Government when the Contracting Officer requests the Purchaser to interrupt or delay operations for a period expected to last more than thirty (30) days during the operating season. Such interruption or delay must be beyond the Purchaser’s control. Operating Season shall be defined, for this purpose, as the time of year in which operations of the type required are normally conducted and not specifically restricted under the contract. The first installment may be reduced to five (5) percent of the installment amount listed in Section 3(b), during the delay period. The Purchaser must request such a reduction in writing. When the Contracting Officer 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 Section 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 Section 3(b), adjustments in the due dates for periodic payments may be made by the Government if the Contracting Officer interrupts or delays contract operations for a period expected to last at least thirty (30) days, and the interruption or delay is beyond the Purchaser’s control. Any adjustment made shall provide the Purchaser with an equal amount of operating 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 Section 3(b).

3. The Purchaser, his employees, and any contractor or subcontractor and their employees, are hereby prohibited from hunting, scouting for game, or transporting game while performing the operations permitted under this contract.
4. If in connection with operations under this contract the Purchaser, his contractors, subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Contracting Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Contracting Officer.

5. The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:

a. Threatened, or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;

b. When, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;

c. Federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 - Special Status Species Management - have been discovered, and a determination is made that continued operations would affect the species or its habitat, or;

d. Other active raptor or owl nests have been discovered, and a determination is made that continued operations would adversely affect the present use of the discovered nesting area by raptor or owl.

Those operations necessary for safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer which are required in order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

6. The Purchaser shall promptly notify the Authorized Officer of the occurrence of damage to utilities and improvements.

7. All heavy equipment, with the exception of log trucks, shall be power washed to reduce the potential for transporting noxious/invasive weeds. Purchaser shall notify the Authorized Officer three (3) days prior to inspection, which will then inspect said equipment prior to entering sale area. If equipment is being used on adjacent private ground, it can be inspected by the BLM before going to the private sale and can be moved onto BLM ground without being removed and re power washed.

8. All trash brought onto the contract area under the terms of this contract shall be removed from the contract area within 30 days of completion of contract requirements.

9. In addition to the requirements set forth in Section 25 of this contract, the Purchaser shall furnish and apply grass seed to all skid trails/landing areas where soil disturbance occurs. Grass seed shall be applied immediately upon completion and approval of road work. The Purchaser shall apply the seed uniformly on the designated areas at a rate of 20 pounds per acre. Seed which has become wet or moldy or otherwise damaged will not be accepted.

<table>
<thead>
<tr>
<th>Species</th>
<th>Pounds per Acre</th>
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<tr>
<td>Annual Ryegrass (Lolium multiflorum)</td>
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<td>Slender Wheatgrass (Elymus trachycalulus)</td>
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<tr>
<td>Green Needlegrass (Nassella virdulla)</td>
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<tr>
<td>American Vetch (Vicia Americana), or</td>
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<tr>
<td>Purple Prairie clover (Dalea purperea)</td>
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<tr>
<td>Warm Season combination (any of the following)</td>
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<tr>
<td>Blue grama (Bouteloua gracilis)</td>
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</table>
Switchgrass (Panicum virgatum)
Indiangrass (Sorghastrum nutans)
Sideoats grama (Bouteloua curtipendula)

Total 20.0 lbs./acre

All seed used shall meet all requirements of the Federal Seed Act (7 U.S.C., Section 551-1610) and the seed laws and noxious weed laws of Wyoming. Evidence of the seed certification shall be furnished at the request of the Authorized Officer.

J. Safety

Purchaser’s operations shall facilitate BLM’s safe and practical inspection of Purchaser’s operations and BLM’s conduct of other official duties on Contract Area. Purchaser has all responsibility for compliance with safety requirements for Purchaser's employees, contractors and subcontractors.

In the event that the Authorized Officer identifies a conflict between the requirements of this contract or agreed upon methods of proceeding hereunder and State or Federal safety requirements, the contract may be modified. If the cost of such contract modification is of a substantial nature ($2,000.00 or more), the Purchaser may request, in writing, an adjustment in the total contract purchase price specified in Section 2 of the timber sale contract, as amended, to compensate for the changed conditions.

Unless otherwise specified in writing, when operations are in progress adjacent to or on roads and/or trails in the harvest unit area, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the road or trail user with adequate warning of and protection from hazardous or potentially hazardous conditions associated with its operations. Purchaser shall prepare a Traffic Control Plan, which the Purchaser has determined is compliant with state and local OSHA and Transportation standards no later than the pre-work meeting and prior to commencing operations. Traffic control devices shall be appropriate to current operating and/or weather conditions and shall be covered or removed when not needed. Flagmen and devices shall be as specified in state OSHA and Transportation standards for logging roads or the “Manual on Uniform Traffic Control Devices for Streets and Highways” (MUTCD) published by the U.S. Department of Transportation - Federal Highway Administration. Included in the Traffic Control Plan, Purchaser shall note traffic control device locations on a Purchaser produced copy of the contract Exhibit “A” Map.

K. Weight Scaling Requirements

1. The Purchaser, unless otherwise agreed to in writing, shall:


   b. Loads will be weighed individually.

   c. Weigh all loads on scales currently certified by the State in which weighed. Scales must have a current inspection tag or seal posted which shows the date of the most current test by the State weights and measurements agency. No load shall be presented for weighing that weighs more than the certified capacity of the scales in use. Each load shall be weighed as a single unit with the gross and tare weights stamped and recorded by an automatic recording device on the scales. In addition to the gross weight and tare weight of the load, the contractor shall record the following on each weight slip:

      i. Contract Name
      ii. Load removal receipt number
      iii. Date and time weighed

   d. Maintain load accountability from the Contract Area to point of weighing. In doing so, the load of products shall remain intact while in transit. Products accidently lost in transit shall be promptly identified by load removal receipt number and contract designation. Purchaser shall, within 24 hours, load out such lost products and present them for weighing or make other
arrangements acceptable to the BLM. Load tickets or product lost by the purchaser will be charged to the purchaser at three (3) times the stumpage rate X the average tonnage of the weighed loads.

e. Staple or otherwise attach the Bunk Ticket from the Truck Load Ticket Book to the front end, driver’s side bunk log and clearly and legibly paint BLM on the back end of every load transported from the contract area.

f. Unless otherwise approved in writing by the Contracting Officer, the Purchaser shall provide the Contracting Officer’s Representative bimonthly [on the 15th and 30th (or 31st) of each month] scaling reports indicating the merchantable volume removed from the area. This will include the Scale House Tickets from the Truck Load Ticket Book as well as the automatic recording device printouts from the scales.

g. All loads shall be hauled and weighed within 30 days of harvest. Loads weighed more than 30 days after harvest will be scaled to determine actual volume and establish new weight conversions for those loads only.

h. When payments are made under Section 3, The Authorized Officer shall determine amounts due on the basis of Government’s records of volumes of timber skidded or yarded monthly to loading points or removed monthly from the contract area.

i. If the Purchaser elects to remove any logs which do not meet the minimum specifications in Exhibit B and which have not been reserved to Government in Section 40 of this contract, such logs shall be included in the weight sale and be paid for in accordance with Sections 2 and 3 of this contract.

L. Operation Timing Restriction

1. Logging operations are restricted to fall/winter/spring and will occur between the dates of August 1st and May 1st due to USFWS Northern Long Eared Bat restrictions.
Exhibit A Map
(below)
DEPOSIT AND BID FOR: (Check One):

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

- Sealed Bid for Sealed Bid Sale
- Written Bid for Oral Auction Sale

Time for opening sealed bids 1100 \(\checkmark\) a.m.  \(\square\) p.m.
Sale commences  \(\square\) a.m.  \(\square\) p.m.

On (date) 09/03/2019  Place Newcastle Field office
On (date)  \(\square\) Place

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

Required bid deposit is \$1,300.00\ and is enclosed in the form of:
- \[\square\] cash  \[\square\] money order  \[\square\] cashier's check  \[\square\] certified check  \[\square\] bank draft
- bid bond of corporate surety on approved list of the United States Treasury  \[\square\] guaranteed remittance approved by the authorized officer.

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

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

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

<table>
<thead>
<tr>
<th>PRODUCT &amp; SPECIES</th>
<th>UNIT</th>
<th>ESTIMATED VOLUME OR QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL VALUE</th>
<th>UNIT PRICE</th>
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TOTAL PURCHASE PRICE
If sale contract is executed, undersigned is liable for total purchase price including all modifications executed under the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for taking may be less or more than total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on (date) 07/25/2018

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

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<tr>
<th>□ Signature, if firm is individually owned</th>
<th>Name of firm (type or print)</th>
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<tr>
<td>□ Signatures, if firm is a partnership or L.L.C.</td>
<td>Business address, include zip code (type or print)</td>
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<td>□ Corporation organized under the state laws of</td>
<td>(To be completed following oral bidding)</td>
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<td>Signature of Authorized Corporate Signing Officer</td>
<td>I HEREBY confirm the above oral bid</td>
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<td>Title</td>
<td>Date</td>
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<td>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.</td>
<td>Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:</td>
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<td>Oral Auction – Submit to Sales Supervisor prior to closing of qualifying period for tract.</td>
<td>(1) “Bid for Timber and/or Other Wood Products or (1a) “Vegetative Resources”</td>
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<td>(2) Time bids are to be opened</td>
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<td>(3) Legal description</td>
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**NOTICES**

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

**AUTHORITY:** 38 FR 6280 and 43 CFR 5442.1

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

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

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

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

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

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

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

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

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

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

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

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

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

7. BID DEPOSIT—All bidders must make a deposit of not less than the amount specified in the Timber and/or Other Wood Products or Vegetative Resources Notice. Deposit may be in the form of cash, money orders, bank drafts, cashier's 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 (Appplies To Timber Only), or if approved by the Contracting Officer, such remittance approved by the Contracting Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.

8. AWARD OF CONTRACT—Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible the faithful performance bond may be required by the Government.

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

10. PERFORMANCE BOND—(Primarily Used For Timber Sales)

(a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of $500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, in which event the purchaser is a holder of an unresolved default bond may be increased as provided in 43 CFR 5450.16(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsmen are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Contracting Officer.

(b) If purchaser elects to cut Timber and/or Other Wood Products or Vegetative Resources without bonding or providing an amount equal to the amount of the purchase price, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of Timber and/or Other Wood Products or Vegetative Resources to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to the timber cut and/or Other Wood Products or Vegetative Resources covered by the bond increase. This increased amount of bond shall be used to assure payment for Timber and/or Other Wood Products or Vegetative Resources cut in advance of payment.

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

If purchaser elects to cut Timber and/or Other Wood Products or Vegetative Resources, or cut and remove Timber and/or Other Wood Products or Vegetative Resources already cut which has been secured by an increased performance bond as provided in paragraph (b) above, payment of the second or subsequent installations, Government shall require a payment bond on a form supplied by Government.
15. **UNAUTHORIZED USE OF GOVERNMENT PROPERTY** – A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.

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

17. **LOG EXPORT** – All timber offered for sale except as noted in the Timber Sale Notice is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as saw logs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less or (6) shingles and shakes. 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.