



# United States Department of the Interior



## BUREAU OF LAND MANAGEMENT

Pocatello Field Office  
4350 Cliffs Drive  
Pocatello, Idaho 83204  
(208) 478-6340

ID102-TS-2023.0002

July 24th, 2023

### WEST ELKHORN CANYON TIMBER SALE PROSPECTUS

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

1. DATE AND PLACE OF ORAL AUCTION SALE:

**Sealed bids** will be received by the Pocatello Field Manager, or her representatives, in the Pocatello Field Office, 4350 Cliffs Drive, Pocatello, Idaho 83204, **prior to and opened and posted at 2:00 p. m. Mountain Time, on Thursday, August 24th, 2023.** An oral auction will take place at the same location following the posting of any sealed bids received. The highest sealed bid will begin bidding.

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

West Elkhorn Timber Sale				
T. 14 S., R. 34 E. Sections 5				
Boise Meridian, Oneida County, Idaho				
Approximate No. Merchantable Trees	Estimated Contract NET Volume *(15% deducted from GROSS for defect)	Species	Appraised Value per unit	Appraised Value
BID ITEM	~5,200 Tons (~800 MBF)	Douglas fir	\$4.13/ton ~\$26.84/MBF	\$21,476.00
Total	~5,200 Tons			\$21,476.00

This sale will be sold by weight. Bidding will be on the sawtimber tonnage only. Tons to MBF conversion was 6.5 tons/MBF. The above volumes and value are only an estimate. 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 August 15th, 2023**. Interested parties may meet Taylor Leonhardt, BLM Forester, at the **SOUTH side of KJ Quick Stop at 226 E 50 S, Malad, ID 83252 at 9:00 am**. If you have questions, please contact Channing Swan or Taylor Leonhardt at 208-478-6340.

### 3. STATUS

The Pleasantview Hills Aspen Stand Diversity Project Environmental Assessment which analyzed the proposed timber sale on the Sublette Canyon Timber Sale, has been appealed to the Department of the Interior Board of Land Appeals. Any sealed or written bids submitted prior to bidder receipt of written notification of this appeal may be withdrawn prior to the start of the opening of sealed bids. The petition for stay of the Pleasantview Hills Aspen Stand Diversity Project, of which the present timber sale was a part, was denied and, therefore, Bureau of Land Management will proceed with normal bidding on the tract.

The award of the sale may be delayed and in the event the appeal is sustained, or the sale is protested, and the protest is sustained, the Authorized Manager may reject all bids. Conversely, if the appeal of the EA, any subsequent protests of the sale, and any subsequent petitions for stay are denied, the Authorized Manager may exercise his discretion to give immediate full force and effect to the decision and proceed to award the contract. If this should occur, the protestant has the right to appeal and to petition the Department of Interior Office of Hearings and Appeals to stay the implementation of the decision. The high bidder must then sign a form acknowledging notice of the protest immediately following the sale.

The timber sale contract area consists of approximately 130 acres, as marked (leave trees are marked). Additional larger trees may be required to be removed from within Aspen stands. Timber will be sold by scaled weight, per ton. The volume and appraised value are an estimate only for administrative purposes. The actual amount will be determined by scaled weight.

The sale consists of tractor and dozer ground units. Topography is variable.

No trees shall be cut outside the mapped and/or boundary area designated by the authorized officer (maps enclosed). All timber for sale hereunder is restricted from export from the United States in the form of unprocessed timber.

Cutting may be restricted to May 1 to August 15 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 below are an *estimate only* and were determined through establishing variable plots. Mean tree diameter is 13.3 inches DBH and mean height is 76 feet. Total volumes were calculated using the Caribou/Targhee National Forest volume tables for diameter and total tree heights. Total volumes shown on the stand table are based on 130 acres.

**West Elkhorn #1 Sale Cruise  
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	H/Diam. Ratio	Curt. Rel. Den.	Stand Den. Index	Rel. Den. Index	
Douglas-fir	6			1.7	0.4	No Samples with Height								
	7			4.6	1.2	No Samples with Height								
	8	41		10.1	3.6	54	39	95	69	59				
	9	56		7.2	3.2	72	69	257	245	75				
	10	63		15.3	8.4	201	192	793	763	75				
	11	63		9.1	6.0	139	132	580	553	69				
	12	69		8.0	6.4	161	154	690	661	68				
	13	78		4.2	4.0	116	108	567	527	71				
	14	79		5.6	6.0	173	169	846	823	67				
	15	81		4.9	6.0	180	179	886	881	65				
	16	72		4.8	6.8	170	164	840	812	53				
	17	76		3.1	4.8	131	127	646	629	54				
	18	89		1.6	2.8	87	83	449	430	59				
	19	83		1.8	3.6	105	105	560	560	53				
	20	100		1.1	2.4	84	84	471	471	59				
	21	82		0.8	2.0	55	43	291	224	47				
	22	93		1.1	2.8	90	87	513	497	50				
	23	94		0.4	1.2	38	38	214	214	49				
	<b>Douglas-fir Summary</b>	<b>QMD</b>	<b>73</b>		<b>85.5</b>	<b>71.6</b>	<b>1,896</b>	<b>1,808</b>	<b>8,849</b>	<b>8,487</b>	<b>64</b>	<b>Max SDI: 525</b>		
												<b>20</b>	<b>121</b>	<b>0.23</b>

Due to recent completed timber sales in the Pleasant View range, cruise numbers have a "blanket defect" applied to final volume reported by EcoSurvey. In addition, some areas within the sale boundaries may be unharvestable due to slopes and rocky terrain. Due to this, the actual harvested volume will be lower than calculated by table above.

**5. CUTTING AREA AND TOPOGRAPHY**

The timber sale contract area consists of approximately 130 acres all of which will be selectively cut. Topography is flat to sloping (0-35%) and all acres will be ground based harvested.

**6. TIMBER RESERVATION PROVISIONS**

Only stems **without** paint (yellow) shall be removed. Yellow paint designates "leave" trees. No trees shall be cut outside the mapped and/or boundary area designated by the authorized officer. (Maps Enclosed) All timber for sale hereunder is restricted from export from the United States in the form of unprocessed timber.

**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 44, 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 West Elkhorn Timber Sale is located approximately 15 miles west of Malad, Idaho. See attached maps. Several landings and skid trails will need to be constructed off the Sublette Canyon Road. Landings, and existing two track roads 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 **\$2,200**. All checks and other remittance due the Bureau should be made payable to USDI, Bureau of Land Management. Minimum bid increment is \$0.25/ton.

11. ENVIRONMENTAL PROTECTION

The Purchaser shall make a contribution of **\$10.00 per acre (\$10.00/acre) for a total of \$1,300.00** 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. The basic performance bond required for timber purchased under this contract will be increased by **one thousand three hundred and 00/100 dollars (\$1,300.00)** to guarantee payment of these monies.

12. PERFORMANCE BOND

The performance bond will be not less than 20% of the contract price will be required and no less than \$5,000. The performance bond will be equal to the sale price, up to \$10,000.00 and rounded up the nearest \$100.00 (i.e. sale price of \$8775.00, the bond will be \$8,800.00). Final sale prices between \$10,000 and \$50,000.00, the performance bond will be a flat rate of \$10,000.00. Final sale prices above \$50,000.00, the performance bond will be 20% of the sale price.

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 telephone Channing Swan, Forester; or Taylor Leonhardt, Forester, at 208-478-6340.



**Attachments:**

<b>Section 44</b>	<b>- Special Provision</b>
<b>Exhibit A-1</b>	<b>- Location Map</b>
<b>Exhibit A-2</b>	<b>- Cutting Unit Map</b>
<b>Exhibit B</b>	<b>-Volume/Value Determination</b>
<b>Exhibit C</b>	<b>-Waterbar Diagram</b>
<b>Form 5440-9</b>	<b>- Deposit and Bid for Timber</b>
<b>Form 1822-04</b>	<b>- Cash Bond</b>

## SECTION 44 - 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 1<sup>st</sup> – August 3<sup>rd</sup>**, without Authorized Officers approval. 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. All Units may be whole tree logged. Slash and tops will be piled as logging commences.
4. 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.
5. 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.
6. 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. (i.e., falling and skidding will coincide during operations, continued falling without proactive skidding will result in a stop of falling order until skidding of currently downed material is complete.)
7. When finishing a cutting Unit and before beginning operations in another Unit, all cutting, rehabilitation shall be completed, as well as returning scale tickets used for completed units and approved in writing by the AO.
8. 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.

9. All trees designated for cutting shall be severed.
10. All regeneration, where possible, shall be protected.
11. No falling will occur until yarding equipment is present on sale, unless approved by AO.
12. All skidding/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.
13. At least one piece of skidder-type equipment shall be equipped with an operable winch with chokers or grapple to aid in the recovery process.
14. 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.
15. Exceptions will not be made for mechanical failures or inadequate equipment.
16. 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.
17. Skid trails shall not exceed grades of 35% unless authorized by the AO.
18. 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.
19. 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.
20. 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.
21. 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.

22. No cutting, yarding or loading is permitted outside the harvest area shown on Exhibit A-2.
23. All landings shall be approved by the AO.
24. Trees marked in YELLOW are marked as leave trees. Only those trees **not marked in yellow** and over 4in DBH shall be cut and/or removed.
25. All trees shall be cut so that the resultant stump height on the uphill side shall not exceed twelve (12) inches.
26. The Purchaser shall protect all fences within the cutting units from damages resulting from logging operations.
27. 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.
28. 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.
29. This is a weight sale. All sawlogs will be weighed on a state certified scale with official, **printed scale slips (anything other than an official printed scale slip will not be accepted, highest weight will be applied and will be considered willful trespass)** and will require BLM load tickets. The final quantity and value shall be determined by final cumulative weight of all removed sawlogs multiplied by the price per Unit of Measure as specified in Exhibit B.
30. BLM Load Ticket books will be issued to the Purchaser by the Authorized Officer. At the conclusion of the sale, all tickets shall be accounted for by returning unused tickets still attached to original ticket book or by accounting in mill scale reports with attached load tickets.
31. Unaccounted Load Tickets or Load Ticket Books are assumed willfully trespassed and triple stumpage charges apply. Unaccounted tickets shall be billed at a rate not less than three (3) times the rate specified in Exhibit B and assuming 26 tons per load (6.5 tons/MBF and 4,000 BF per load equal 26.0 tons/load). Penalty cost for unaccounted tickets will be adjusted to reflect the Purchaser's accepted bid price and additional volume hauled if a double trailer is used.
32. A completed Bunk Ticket shall be attached to the driver's side bunk log of each

load prior to hauling. Unless otherwise authorized in writing by the Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, paint "BLM" and the last three (3) digits of the truck load ticket number on the bunk logs with highway paint.

33. Failure to tag loads with BLM issued Load Tickets will result in immediate suspension of all sale activities.
34. All loads shall be weighed on a state certified scale and scale reports shall be furnished to the Authorized Officer which indicates Truck Identification, Delivery Date, Load Ticket Number, Gross Vehicle weight, Tare Weight and Net Vehicle weight.
35. The Purchaser will provide a bi-monthly accounting of all BLM load tickets used along with copies of all mill reports within five (5) working days following each "pay half." Dates for pay halves will be determined with the Purchaser during the pre-work meeting.
36. A fifteen percent (15%) increase in net weight of logs may be added by the BLM for loss in weight due to delay by the Purchaser in delivering cut logs to the manufacturing point. A delay is defined as in excess of thirty (30) days after felling. Exemptions may be given by the Authorized Officer.

#### 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:

Timing restriction will be enforced on this timber sale due to the presence or sensitive raptors. No logging operations will take place between May 1<sup>st</sup> and August 15<sup>th</sup> unless first cleared by the authorized officers. Winter operations will be authorized.

#### D. Road Construction, Use and Maintenance

1. The West Elkhorn Timber Sale is located approximately 15 miles northwest of



Malad, Idaho. See attached maps. Access to the timber sale is up the West Elkhorn Canyon Road. Several landings and skid trails will need to be constructed off the West Elkhorn Canyon Road. Landings, and existing two track roads will need to be closed, rehabbed and unpassable at the end of the sale as required by authorized officer.

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 routes 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 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 a total of \$1,380.00** 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. The basic performance bond required for timber purchased under this contract will be increased by **One Thousand Three Hundred and Eighty and 00/100 dollars (\$1,380.00)** 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 100 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 an 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 Pocatello Field Office (PFO) 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. PFO personnel would mark the boundaries of cultural resource sites recommended for avoiding and monitoring with flagging appropriate for timber harvesting.
3. PFO 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. PFO 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 PFO 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 PFO 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 PFO 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 PFO 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. **The Purchaser will provide proof of all listed insurances every six months in order to prove maintenance of required insurances. Any break or lapse in insurance will result in suspension of the sale contract.**

#### 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 an 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.

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

1. When, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
2. When, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract.
3. When, in order to comply with a stay or other remedy issued by the Interior Board of Land Appeals (IBLA), the Contracting Officer determines it may be necessary to modify or terminate the contract.

Those operations necessary for a 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.

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service, court-ordered injunctions, or an IBLA issued stay or remedy, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

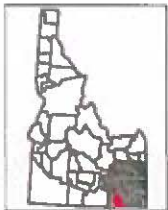
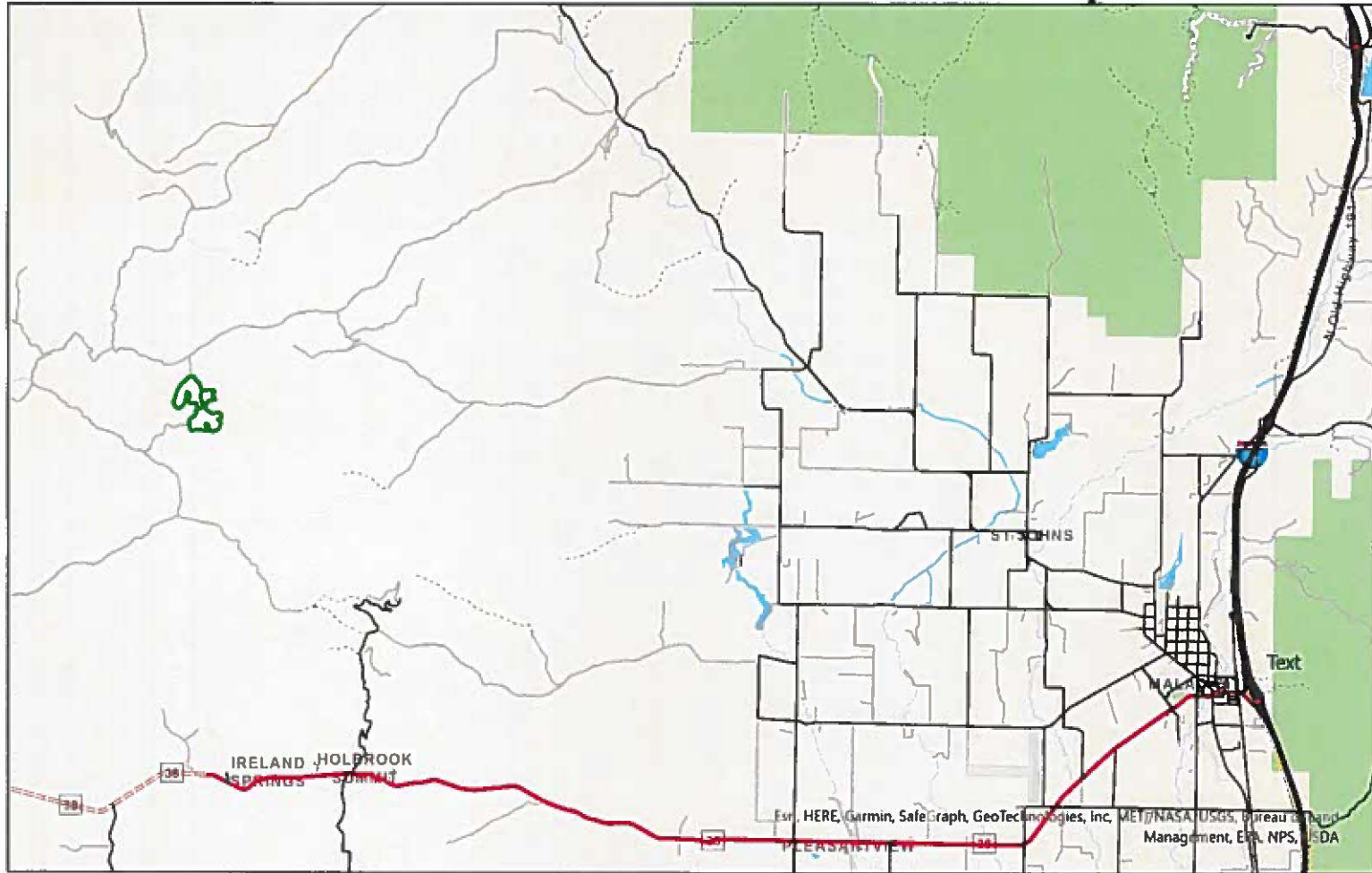
The Contracting Officer may determine that it is necessary to modify the contract or terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect species that have been discovered which were identified for protection through management direction established in the ROD and RMP, or to comply with a court order or an IBLA issued stay or remedy. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, if able to proceed without causing incidental take of northern spotted owls in accordance with the ROD and RMP, if consistent with management direction established in the ROD and RMP, or if consistent with a court order or an IBLA issued stay or remedy.



In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the Contract Area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber, which is not authorized to be removed from the Contract Area.

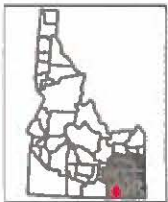
The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraph, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

# West Elkhorn Timber Location Map



No warranty is made by the Bureau of Land Management (BLM). The accuracy, reliability, or completeness of these data or individual use or aggregate use with other data is not guaranteed.

# West Elkhorn Timber Sale #1



0 0.13 0.25 0.5 Miles



No warranty is made by the Bureau of Land Management (BLM). The accuracy, reliability, or completeness of these data or individual use or aggregate use with other data is not guaranteed.



DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
**PURCHASE PRICE SCHEDULE AND MEASUREMENT  
SPECIFICATIONS - WEIGHT SCALE SALE  
EXHIBIT B**

Contract Number:

**IDI02-TS-2023-0002**

Contract Name:

**West Elkhorn #1 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\ Unit	Price x Est. Number of Units
<b>SAWLOG TIMBER</b>					
Douglas Fir	Per Unit	5,200	Tons	\$5.00	\$26,000.00
<i>**Timber is sold on a per ton basis. BF conversion it is estimated to be 6.0 T/MBF</i>					

**TIMBER PRODUCTS (OTHER THAN SAWLOGS)**

<i>*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)</i>					
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**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

<b>Estimated Contract Total Units by Measurement Unit</b>	5,200	\$5.00	\$26,000.00
	~12,500 Total Stems		

**Total Estimated Contract Value at Current Estimated Number of Units** **\$26,000.00**

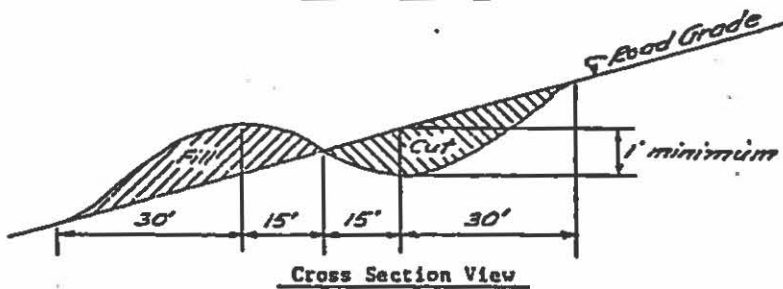
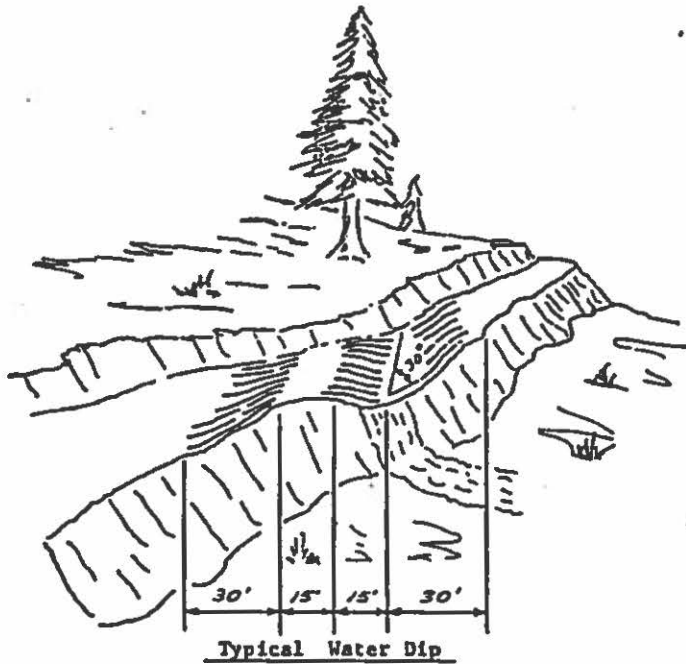
**3. Specifications** - Sawlog Timber is all timber which can be cut into logs which equal or exceed the following specifications. Timber Products is all timber which equal or fall between the following specifications. Purchaser shall pay for all timber (Sawlog and/or Products) removed in accordance 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'	7.6"	5"	≥ 33% sound





WATER DIP SPECIFICATIONS



WATER DIP SPACING GUIDE\*

Road Grade in %	Soil Type		Road Grade in %	Soil Type	
	Granitic or Sandy	Shale or Gravel		Granitic or Sandy	Shale or Gravel
1	1000'	1000'	9	300'	900'
2	900'	1000'	10	300'	800'
3	600'	1000'	11	300'	700'
4	400'	1000'	12	300'	700'
5	400'	1000'	13	300'	600'
6	300'	1000'	14	300'	600'
7	300'	1000'	15	300'	500'
8	300'	900'			

\*Distances given are maximum. Exact locations will be flagged by the Authorized Officer prior to construction. All dips will be constructed into the roadbed a minimum of one foot, 90 feet long, at a 30° angle to the center line, and readily crossed by passenger type vehicles.

WATER DIP SPECIFICATIONS OF THE DIVISION  
BUREAU OF LAND MANAGEMENT  
BUREAU OF ALBANY DISTRICT

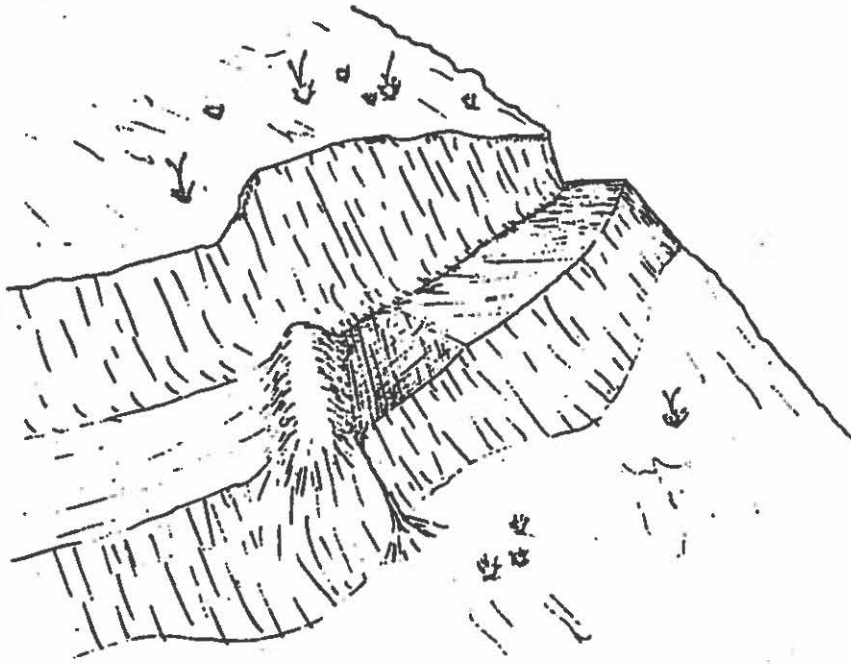
**WATER DIP DIAGRAM**

REVIEWED *Charles H. Morgan*  
APPROVED *John B. O'Brien*  
AGM, B.L.M. & OPERATIONS

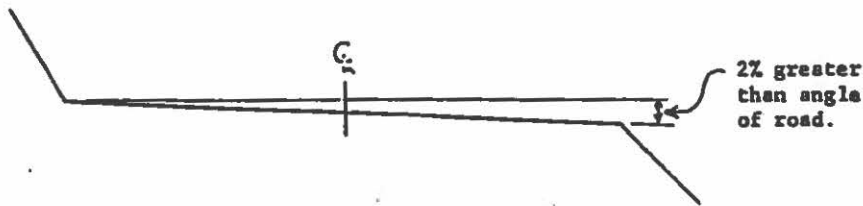
DRAWN \_\_\_\_\_ SCALE \_\_\_\_\_  
DATE 1-22-1962 SHEET 1 OF 1  
PROJECT NO. 04 00000-01

WATER BAR SPECIFICATIONS

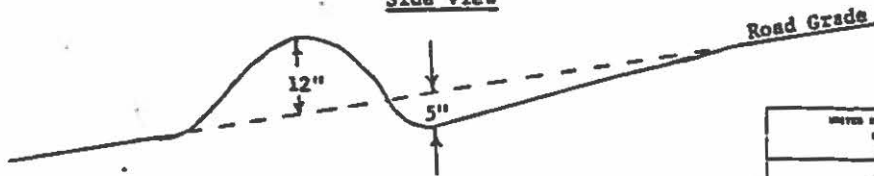
Typical Water Bar



End View



Side View



Water Bar will be located by Authorized Officer.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT CROWN OF ALASKA DISTRICT	
WATER BAR DIAGRAM	
REVIEWED <i>Charles H. Thompson</i>	
APPROVED <i>John D. Allen III</i>	ADM. R.R. & OPERATION
DRAWN	SCALE None
DATE 1-2-1927	SHEET 1 OF 1

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Name of Bidder
Tract Number
Sale Name
Sale Notice (dated)
BLM Office

**DEPOSIT AND BID FOR: (Check One):**

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

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

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

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

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. If not otherwise specified in the advertisement, bids for less than the advertised price will not be considered. If the bid is rejected the deposit will be returned.

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

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

BID SUBMITTED					ORAL BID MADE	
PRODUCT & SPECIES	UNIT of MEASURE	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	PRODUCT VALUE (Quantity X Price)	UNIT PRICE	PRODUCT VALUE (Quantity X Price)
			\$	\$ 0.00	\$	= \$ 0.00
			\$	\$ 0.00	\$	= \$ 0.00
			\$	\$ 0.00	\$	= \$ 0.00
			\$	\$ 0.00	\$	= \$ 0.00
			\$	\$ 0.00	\$	= \$ 0.00
			\$	\$ 0.00	\$	= \$ 0.00
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			\$	\$ 0.00	\$	= \$ 0.00
			\$	\$ 0.00	\$	= \$ 0.00
			\$	\$ 0.00	\$	= \$ 0.00
			\$	\$ 0.00	\$	= \$ 0.00
TOTAL PURCHASE PRICE				\$ 0.00		\$ 0.00

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 removal may be less or more than total estimated volume or quantity shown above.

Bid submitted on *(date)*

By signing this form, the signatory is certifying the following:

- (a) The signatory is a citizen of the United States, a partnership composed wholly of such citizens, an unincorporated association composed wholly of such citizens, or a corporation authorized to transact business in the state in which the timber is located.
- (b) The signatory is the age of majority in the state of the sale.
- (c) The signatory is an authorized representative if not signing as an individual and certifies that he or she is authorized to act as or on behalf of the bidder.
- (d) The signatory and any affiliates have not exported unprocessed private timber from west of the 100th meridian in the lower 48 states in the 24-months prior to the sale date shown on this form.
- (e) The signatory's bid was arrived at by bidder or offeror independently and was tendered without collusion with any other bidder or offeror.
- (f) The signatory and any affiliates are not currently suspended or debarred from contracting with the Federal government unless issued an exception by the Department's Director of the Office of Acquisition and Property Management (exception must be attached to bid form).

Mark each box above to acknowledge each of the certifying statements and complete sections 1-3 as appropriate and sections 4 and 5:

1. Signature, if firm is individually owned  _____	4. Name of firm <i>(type or print)</i>  _____
2. Signatures, if firm is a partnership or L.L.C. i. _____ ii. _____	5. Business address, include zip code <i>(type or print)</i>  _____
3. Corporation - organized under the state laws of: Signature of Authorized Corporate Officer:  _____  Title:  _____	<p><i>(To be completed following oral bidding)</i></p> <p>I HEREBY confirm the above oral bid By <i>(signature)</i>:  _____  Date  _____</p>

Submit bid to qualify for either an oral auction or sealed bid sale, together with the required bid deposit.  
Make remittance payable to: "Department of the Interior - BLM"

**Oral Auction** - Submit to Sale Supervisor prior to closing of qualifying period for tract.

**Sealed Bid** - Send to Contracting Officer, who issued the sale notice, in a sealed envelope marked on the outside with:

- (1) "Bid for Timber and/or Other Wood Products" or "Bid for Vegetative Resources" depending on the products being sold.
- (2) Time bids are to be opened.
- (3) Legal description.
- (4) Sale name and number.

### NOTICES

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

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

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

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

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

## INSTRUCTIONS TO BIDDERS

1. **AUTHORITY** – Timber and/or Other Wood Products or Vegetative Resources, located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 2601); Timber and/or Other Wood Products or Vegetative Resources located on other public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of Timber and/or Other Wood Products or Vegetative Resources, are codified in 43 CFR Group 5400.

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

3. **INSPECTION OF TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES** – Bidder is invited, urged, and cautioned to inspect the Timber and/or Other Wood Products or Vegetative Resources prior to submitting a bid. By executing the Timber and/or Other Wood Products or Vegetative Resources sale contract, bidder warrants that the contract is accepted on the basis of his/her examination and inspection of the Timber and/or Other Wood Products or Vegetative Resources and his/her 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** – Each Sealed or written bid for Timber and/or Other Wood Products or Vegetative Resources must be submitted to the Contracting Officer who issued *Timber and/or Other Wood Products or Vegetative Resources Sale Notice*.

(a) **Sealed Bid Sales** – Bids will be received until time specified in the Advertisement. Enclose the bid with required bid deposit in a sealed envelope marked on the outside *Bid for Timber and/or Other Wood Products or Vegetative Resources*, time bid is to be opened, timber sale name and 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) **Oral 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/her 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/her bid, in writing, immediately upon being declared high bidder.

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

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

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

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

7. **BID DEPOSIT** – All bidders must make a deposit of not less than the amount specified in the *Timber and/or Other Wood Products or Vegetative Resources Notice*. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior – BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department (*Applies To Timber Only*), or any approved guaranteed remittance approved by the Contracting Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder shall be applied toward the required sale deposit and/or the purchase price. If the BLM fails to award the timber sale within 90 days of the determination of the high bidder, a portion of the bid deposit may be refunded to the high bidder upon written request to the authorized officer, such that the BLM retains a deposit of at least 5% of the appraised value. The remainder of the full bid deposit must be resubmitted to the BLM once the high bidder is notified in writing that the delay of award has been remedied and the authorized officer is prepared to issue the contract. If the high bidder is unable to provide the full amount of the bid deposit within 30 days of the written notification, the sale may be re-auctioned and the high bidder will be barred from participating in any subsequent auctions for the same tracts.

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/she 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. If contract award is delayed more than 90 days, half of the bid deposit may be refunded to the high bidder until the sale award process resumes.

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



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

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

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

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

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

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

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

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

**15. UNAUTHORIZED USE OF GOVERNMENT PROPERTY** – A sale may be refused to high bidder who has been notified that he/she 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 any exporters of unprocessed private timber west of the 100th meridian in the contiguous 48 states within 24-months of the sale date are not eligible to purchaser Federal Timber west of the 100th meridian in the contiguous 48 states. 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 or construction timbers, except western red cedar, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list grades, sawn on four sides, not intended for remanufacture; (2) Lumber, construction timbers, or cants for remanufacture, except western red cedar, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list clear grades, sawn on four sides, not to exceed twelve inches in thickness; (3) Lumber, construction timbers, or cants for remanufacture, except western red cedar, that do not meet the grades referred to in subclause 2 and are sawn on four sides, with wane less than 1/4 of any face, not exceeding 8 3/4 inches in thickness; (4) Chips, pulp, or pulp products; (5) Veneer or plywood; (6) Poles, posts, or piling cut or treated with preservatives for use as such; (7) Shakes or shingles; (8) Aspen or other pulpwood bolts, not exceeding 100 inches in length, exported for processing into pulp; (9) Pulp logs, cull logs, and incidental volumes of grade 3 and 4 saw logs processed at domestic pulp mills, domestic chip plants, or other domestic operations for the primary purpose of conversion of the logs into chips, or to the extent that a small quantity of such logs are processed, into other products at domestic processing facilities.

**18. DETAILED INFORMATION** – Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the Contracting Officer. 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

Contract Number

CASH BOND  
(Assured Payment)

Date Contract Approved

KNOW ALL MEN BY THESE PRESENTS, That  I  We \_\_\_\_\_

of \_\_\_\_\_, State of \_\_\_\_\_

doing business as an  individual  partnership  corporation organized and existing under the laws of the State of \_\_\_\_\_ as Principal, is held and firmly bound unto the United States of America in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which, well and truly to be made, I bind myself, my heirs, executors, administrators, successors and assigns, jointly and severally, as a further guarantee of which a cash deposit or assured payment has been made with the Bureau of Land Management at \_\_\_\_\_ in the form of a \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

A \_\_\_\_\_ shall not be negotiated unless the principal, his successors or assigns, fails to comply with all of the provisions of the above-cited contract. (As used herein, the term "contract" includes all agreements between the Bureau of Land Management and any individual, partnership or corporation for use of the public lands or their resources.)

THAT, The said Principal does hereby constitute and appoint the Secretary of the Interior as his attorney, to transfer and apply the said deposit, as security for the faithful performance of any and all of the conditions or stipulations as set out in the above-noted contract made under the Act of \_\_\_\_\_ and the regulations thereunder set forth in 43 CFR, Part \_\_\_\_\_, upon conditions therein expressed, and it is agreed that, in case of any default in the performance of any condition or stipulation of such contract, the said attorney shall have full power to assign, appropriate, transfer, and apply said deposit or any part thereof, without notice, and to apply the proceeds of such collection in whole or in part to the satisfaction of any

damages or deficiencies, arising by reason of such default, as said attorney may deem best.

The said Principal hereby ratifies and confirms whatever his said attorney shall do by virtue of these presents.

If the said Principal, his successors or assigns shall fully comply with all the provisions of the above-described contract and shall make all payments due under said contract as therein provided, then and in that event the above obligation shall be null and void and the deposit shall be released and returned to the Principal. Otherwise, said obligation shall remain in full force and effect.

Signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

IF INDIVIDUAL OR PARTNERSHIP, SIGN HERE:

IN THE PRESENCE OF TWO WITNESSES:

\_\_\_\_\_  
By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name)

IF CORPORATION, SIGN HERE:

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Name)

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Title)

THE UNITED STATES OF AMERICA

Signed and Approved: \_\_\_\_\_

By \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

CORPORATION CERTIFICATE

If Purchaser is a corporation, the following certificate shall be executed by the Secretary or Assistant Secretary of the Corporation.

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Purchaser herein; that \_\_\_\_\_, who signed this contract, was then \_\_\_\_\_ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

Title 18 U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that: Information is being collected to obtain surety information relevant to the operation of this timber sale contract. Information will be used to guarantee performance under the terms of this timber sale contract. Response to this request is mandatory (43 CFR 5450) to fulfill the requirements of a timber sale contract.