



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Roseburg District Office
777 NW Garden Valley Blvd.
Roseburg, OR 97471

<http://www.blm.gov/oregon-washington>



TIMBER SALE ADVERTISEMENT

TIMBER FOR SALE, UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT. WRITTEN BIDS as hereinafter designated will be received by the District Manager, or designated representative of the Bureau of Land Management, 777 NW Garden Valley Blvd., Roseburg, Oregon 97471, at 10:00 a.m., PST on **February 24, 2026**, for all timber marked or designated for cutting. Before bids are submitted, full information concerning the timber, the conditions of sale and submission of bids, including appraised prices per species, should be obtained from the above District Manager, or designated representative. The right is hereby reserved to waive technical defects in this advertisement and to reject any or all bids. The United States reserves the right to waive any informality in bids received whenever such waiver is in the interest of the United States.

The Decision Record was posted to the BLM's ePlanning website on **December 18, 2025**, for the 42 Divide Forest Management Plan Environmental Assessment, NEPA No. DOI-BLM-ORWA-R050-2025-0002-EA.

IN DOUGLAS COUNTY: OREGON: CBWR AND PUBLIC DOMAIN: ORAL AUCTION: LUMP SUM: MULEY MOUNT: All timber designated for cutting on certain Federal lands in Sections 22, 33 and 35; T. 28 S., R. 8 W., and Section 3, T. 29 S., R. 8 W., Will. Mer., estimated for the purpose of this sale to be 4,966 M bd. ft. No written bid for less than **\$677,287.00** will be considered. The minimum deposit with written bid is **\$67,800.00**.

For the purposes of 43 CFR 5401.0-6 and 5430.0-6, this advertisement is being published on **01/27/2026** and **02/03/2026**.

This advertisement includes:
(1) 2026.0003, Muley Mount

Lump Sum Sale 4,966 MBF

January 27, 2026

TIMBER SALE NOTICE

NOTICE IS HEREBY GIVEN that the Bureau of Land Management will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-009, attached. Written and oral bids will be received by the District Manager, or designated representative, at 777 NW Garden Valley Blvd., Roseburg, Oregon 97471. The timber sale will commence at 10:00 a.m., on Tuesday, **February 24, 2026**.

THIS TIMBER SALE NOTICE does not constitute the decision document for purposes of appeal of a forest management decision. Consistent with 43 CFR Subpart 5003.2(b), the date the BLM posts the forest management decision on the BLM's ePlanning website establishes the effective date of the decision for purposes of an administrative appeal.

The 42 Divide Forest Management Plan Environmental Assessment (EA), Finding of No Significant Impact (FONSI) and Decision Record (DR), which underlies the Muley Mount Timber Sale, Contract # ORR05-TS-2026.0003, has been challenged in the United States District Court for the District of Oregon, Eugene Division. The plaintiffs have requested that the Court vacate and set aside the Decision Record, FONSI, and EA. The Authorized Officer may exercise his/her discretion to award the contract for this sale without waiting for a judgement from the Court. The Bureau of Land Management (BLM) will proceed with normal bidding on the tract.

Although the BLM does not know at this time how the Court will rule, the BLM is providing this notice to advise all bidders that significant delays may occur before award of the contract or before any operations may be undertaken. Additionally, an adverse ruling may require the BLM to suspend, cancel, or modify the contract. The Authorized Officer retains the right to reject all bids associated with this tract.

The high bidder must submit the signed Notice of Litigation Acknowledgement along with their written bid.

A WRITTEN BID on Form No. 5440-009 at no less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for this tract. Oral bidding will be restricted to Douglas-fir.

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

1. Form No. 5450-017, Export Determination.

PRE-AWARD QUALIFICATIONS. The high bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, responsible or refuses to respond within fifteen (15) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

A PERFORMANCE BOND in an amount not less than twenty (20) percent of the total purchase price will be required for all contracts of \$10,000 or more, but the amount of the bond shall not be in excess of \$500,000, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2.

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

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

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

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

For help with its data or information, please contact the Roseburg District Office at 541-440-4930.

Attachments:

Form No. 5440-009, Deposit and Bid for Timber/Vegetative Resource
Notice of Litigation Acknowledgement

LUMP SUM SALE
LOCKED GATE(S) – TS KEY
Sale Date: February 24, 2026

(1) Roseburg Sale No.: 2026.0003
Douglas County, Oregon: CBWR & PD: Oral Auction

Sale Name: Muley Mount
Bid Deposit Required: \$67,800.00

All timber designated for cutting on:

NW ¹ / ₄ SE ¹ / ₄	Sec. 22, T. 28 S., R. 8 W., Willamette Meridian
N ¹ / ₂ NE ¹ / ₄	Sec. 33, T. 28 S., R. 8 W., Willamette Meridian
NW ¹ / ₄ , NE ¹ / ₄ SW ¹ / ₄	Sec. 35, T. 28 S., R. 8 W., Willamette Meridian
W ¹ / ₂ NE ¹ / ₄ , NW ¹ / ₄ , NE ¹ / ₄ SW ¹ / ₄ , NW ¹ / ₄ SE ¹ / ₄	Sec. 3, T. 29 S., R. 8 W., Willamette Meridian

Approx. Number Merch. Trees	Est. Vol. MBF 32' Log	Species	Est. Vol. MBF 16' Log	Appraised Price Per MBF	Est. Volume Times Appraised Price
13149	3,773	Douglas-fir	4,678	\$141.00	\$659,598.00
582	169	Grand Fir	206	\$61.50	\$12,669.00
789	63	Incense-cedar	82	\$38.50 *	\$3,157.00
14,520	4,005		4,966		\$675,424.00

* Minimum Stumpage Values were used to compute the Appraised Price/MBF (10% of Pond Value)

Product	Unit of Measure	Estimated Number of Units	Appraised Price Per Green Ton	Estimated Volume Times Appraised Price
Biomass	Green Tons	621	\$3.00	\$1,863.00

Total Appraised Value:	\$677,287.00
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KEY CHECK OUT PROCESS: Please contact our BLM Office at 541-440-4930, to make an appointment to check out gate keys. Form ORR000-9113-09, Check-Out For Gate Key, will need to be completed before keys can be issued. No deposit is required for these keys.

THE VOLUMES LISTED herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. The volumes based on 32-foot taper breaks are shown for comparison purposes. No sale shall be made for less than the total actual purchase price.

APPRAISED PRICES are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

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

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

CRUISE INFORMATION: For All Harvest Areas and Right-Of-Way Timber: Douglas-Fir and Grand Fir under 32" DBH were 3P sampled, containing a total of 192 randomly selected sample trees. The sample trees have been cruised and their volume computed on form class tables for estimating volume in 16-foot lengths. The volume of the randomly selected sample trees has been expanded to a total sale volume. A map showing the location of the sample trees is available at the Roseburg District Office. All other merchantable species and Doug-Fir over 32" DBH were 100% cruised.

With respect to merchantable trees of all species: the average tree is 16.9 inches D.B.H.O.B., the average log contains 79 bd. ft., the total gross volume is approximately 5,610 MBF and 89% recovery is expected.

CUTTING AREA: An area of approximately 97 acres distributed throughout 2 units will be thinned, an area approximately 72 acres distributed throughout 4 units will be regeneration harvested, and rights-of-ways totaling approximately 6 acres will be cleared.

TIMBER ACREAGE:

Area 1: 63 acres	Area 3: 25 acres	Area 5: 19 acres
Area 2: 9 acres	Area 4: 53 acres	R/W: 6 acres

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

DIRECTIONS TO SALE AREA: From Roseburg, proceed south on Interstate 5 approximately 5.5 miles to Exit 119 towards Winston. Then, travel west on Old Highway 99 for approximately 3 miles. At the Old Highway 99 and Highway 42 (NW Douglas BLVD) intersection turn right (west) onto Highway 42. Proceed approximately 11.7 miles, then turn right (north) onto Suicide Creek Road. From there, follow the Exhibit D map to access units 1, 2, and 3. From Suicide Creek Road, travel approximately 2.8 miles west on Highway 42, then take a right (north) onto Camas Mountain Road. From there, follow the Exhibit D map to access units 4 and 5.

ROAD MAINTENANCE: Rockwear and maintenance fees of \$17,255.14 will be required to be paid to the BLM; rockwear and maintenance fees of \$2,831.96 will be required to be paid to Roseburg Resource Co.

ROAD CONSTRUCTION: Estimates include the following: renovate 738+91 stations of road, construct 56+90 stations of road, and decommission 4+90 stations of road. Additional information is available in Exhibit C and Exhibit D of the Timber Sale Contract.

DURATION OF CONTRACT will be **36 months** for cutting and removal of timber. The contract will contain SPECIAL PROVISIONS regarding: logging; road construction, renovation, maintenance, and use; environmental protection; administrative check scaling; fire prevention and control; slash disposal and site preparation; snag creation; buyout securities; and log branding and painting.

ADDITIONAL INFORMATION: This prospectus includes maps and tables that cannot be made Section 508 compliant. For help with its data or information, please contact the Roseburg District Office at 541-440-4930.

NOTES:

1. Seasonal restrictions apply to this sale regarding logging operations, use of native surfaced roads and road work. Refer to Sections 44(A)(5)(b), 44(A)(6)(b), 44(A)(7)(b), 44(A)(12), 44(A)(13), 44(A)(14), 44(B)(2), 44(C)(3)(c), 44(C)(4)(d), 44(F)(1)(f)(5), and 44(F)(1)(f)(7) for details. A "seasonal restriction matrix" is included with this prospectus to serve as a guide in planning and scheduling operations.
 2. To prevent potential disturbance to nesting Marbled Murrelets, cutting and yarding operations in portion of Harvest Unit 1 Riparian Reserve Areas shall be completed no later than March 1, 2027. See Exhibit F for detailed map of restricted areas.
 3. License agreements with Roseburg Resources Co., Lawson Bar Timber, LLC, and Seneca Jones Timber Co. are required. The terms and conditions of the license agreement are available for inspection at the Roseburg District Office.
 4. Slash disposal requirements consist of the following: machine piling, covering and burning slash and debris within a fifty (50) foot radius of landings; and machine piling, covering and burning slash within the portion of Harvest Area 3 designated for ground-based harvest. The Purchaser will have the option to assist in burning or to make a buyout security deposit to the Bureau of Land Management in lieu thereof. Refer to Sections 44(F) and 44(H) for details.
 5. Girdling (or felling) of approximately 591 trees in the Harvest Land Base to create snags (or down woody material) after completion of logging operations will be required. The purchaser will have to complete the snag creation requirements described in Section 44(G) and there will be no buyout security offered as shown in Section 44(H).
 6. Upon completion of logging operations, the Purchaser shall, perform subsoiling operations on approximately one (1.0) mile of landings, main skid trails, and associated compacted areas such as turnouts, truck turnarounds and log decking areas as designated by the Authorized Officer. Refer to Section 44(C)(4) for details.
 7. As appraised, approximately 90% of the sale area is available for wet season operations, including Harvest Areas 1, 4 and 5, and portions of Harvest Area 3 (143 acres). Wet season operations may be maximized at the Purchaser's expense by:
 - Cable yarding portions of Harvest Area 3, to the new construct rocked spurs (Spur 1 and 2) approved for wet season operations, instead of ground-based yarding (approximately 17 acres).
- In order to maximize wet season operations, a logging plan must be submitted and approved by the Authorized Officer.
8. This contract contains provisions for the sale and removal of additional timber necessary to facilitate safe and efficient Purchaser operations. It is estimated that approximately 234 MBF of such additional timber would be removed under the contract but is not included in the advertised sale volume. Refer to Sections 44(A)(10) and 44(A)(11) for details.
 9. In addition, this contract contains provisions for the protection and retention of trees that are greater than or equal to 40 inches DBH and that were established prior to 1850; trees meeting these criteria may be cut, if necessary for safety or operational reasons, but they will be retained as the property of the government and will not be sold or otherwise removed from the contract area. Refer to Sections 43(e), 44(A)(10)(b), 44(A)(11)(a), and 44(A)(11)(f)(3) for details.

Seasonal Restriction Matrix

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

Seasonal Restriction		Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
Harvest Area	Activity	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Unit 1 ⁴ (thin)	Right-of-way logging and clearing, road construction, renovation ¹																								
	Hand falling and bucking ³																								
	Mechanized falling and bucking ^{2,3}																								
	Cable yarding on rocked roads ³																								
	Loading or hauling on rocked roads																								
Unit 2 (regen)	Right-of-way logging and clearing, road construction, renovation ¹																								
	Hand falling and bucking																								
	Mechanized falling and bucking ²																								
	Cable yarding on rocked roads																								
	Loading or hauling on dirt roads ¹																								
	Loading or hauling on rocked roads																								
Unit 3 (regen)	Right-of-way logging and clearing, road construction, renovation, subsoiling ¹																								
	Hand falling and bucking																								
	Mechanized falling and bucking ²																								
	Ground-based yarding ²																								
	Cable yarding on rocked roads																								
	Loading or hauling on rocked roads																								
	Off-road machine piling ²																								

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

² Wet season restriction applying to ground-based yarding from October 15 – July 15 may be shortened or extended depending on soil moisture and weather conditions.

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

⁴ To prevent potential disturbance to nesting Marbled Murrelets, cutting and yarding operations in portion of Harvest Unit 1 Riparian Reserve Area shall be completed no later than March 1, 2027. Marbled Murrelet restrictions are illustrated on Exhibit F, which is attached hereto and made a part of hereof.

Seasonal Restriction Matrix

Seasonal Restriction

Harvest Area	Activity	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct		Nov		Dec	
		1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15	1	15
Unit 4 (thin/regen)	Right-of-way logging and clearing, road construction, renovation ¹																								
	Hand falling and bucking ³																								
	Mechanized falling and bucking ^{2,3}																								
	Cable yarding on rocked roads ³																								
	Loading or hauling on rocked roads																								
Unit 5 (regen)	Right-of-way logging and clearing, road construction, renovation ¹																								
	Hand falling and bucking																								
	Mechanized falling and bucking ²																								
	Cable yarding on rocked roads																								
	Loading or hauling on rocked roads																								

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

²Wet season restriction applying to ground-based yarding from October 15 – July 15 may be shortened or extended depending on soil moisture and weather conditions.

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

⁴To prevent potential disturbance to nesting Marbled Murrelets, cutting and yarding operations in portion of Harvest Unit 1 shall be completed no later than March 1, 2027. Marbled Murrelet restrictions are illustrated on Exhibit F, which is attached hereto and made a part of hereof.

Form 5440-009
(April 2025)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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...)

Name of Bidder

Tract Number
(1) 2026.0003

Sale Name
Muley Mount

Sale Notice (dated)
01/27/2026

BLM Office
Roseburg District

☐ Sealed Bid for Sealed Bid Sale

☒ Written Bid for Oral Auction Sale

Deadline for accepting sealed bids

☐ a.m.☐ p.m.

Sale commences

10:00

☒ a.m.☐ p.m.

On (date)Place

On (date) 02/24/2026Place 777 NW Garden Valley Blvd.

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 \$ 67,800.00 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)
Douglas-Fir	MBF	4,678	\$	\$	\$	= \$
Grand Fir	MBF	206	\$ 61.50	\$ 12,669.00	\$	= \$
Incense-cedar	MBF	82	\$ 38.50	\$ 3,157.00	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
Biomass	G Tons	621	\$ 3.00	\$ 1,863.00	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
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 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: _____	<i>(To be completed following oral bidding)</i> I HEREBY confirm the above oral bid By <i>(signature)</i> : _____ Date _____

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. [RESERVED]

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 ¼ of any face, not exceeding 8¾ 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.

NOTICE OF LITIGATION ACKNOWLEDGEMENT

To ensure that this notice is understood, the bidders for this contract must sign the acknowledgement below and submit this document to the BLM to confirm your bid.

I acknowledge receipt of a copy of this notice and understand that because of litigation lodged with United States District Court for the District of Oregon, Eugene Division, any decision to award the Muley Mount Timber Sale, Contract # ORR05-TS-2026.0003 may be significantly delayed, or operations suspended, and that the BLM has authority under 43 CFR 5442.3 to reject all bids if the Government determines it is in the Government's interest to do so.

Company Name _____

By _____

Title _____

Date _____