1. GOLD SARDINE Timber Sale ORM05-TS-2018.0009

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
District Office
3040 Biddle Road
Medford, Oregon 97504
https://www.blm.gov/or/resources/forests/

TIMBER SALE NOTICE

EXTENDED 30-DAY TIMBER SALE NOTICE

SEALED BID SALE

THE TIMBER DESCRIBED HEREIN was offered for sale on July 29, 2021. No bids were received; therefore, pursuant to 43 CFR 5443.1, the sale of such timber is kept open for a period of Thirty (30) additional days, from July 30, 2021, until close of business at 4:30 p.m., on Monday, August 30, 2021.

WRITTEN BIDS will be received for not less than the appraised price during the time this sale is open. The required deposit must accompany the written bid.

NOTICE OF RECEIPT of any qualifying bids submitted under this notice, will be posted for a period of seven (7) calendar days from the date the bid was received, during which time other written bids may be submitted. If no other bids are submitted within the seven-day period, the sole qualifying bidder shall be deemed the high bidder. If written bids are submitted from more than one qualified bidder under the provisions of this notice, an oral auction will be held after notice to those bidders.

TO QUALIFY for participation in a sealed bid sale, bidders must submit bids in a sealed envelope. The envelope must include a Deposit and Bid for Timber, Form 5440-9; Notice to Bidders; and a bid deposit. The outside of the envelope is to be marked SEALED BID FOR TIMBER, GOLD SARDINE TIMBER SALE - #2018.0009. All bids must be submitted at the MEDFORD INTERAGENCY OFFICE, 3040 Biddle Rd., Oregon 97504, BY CLOSE OF BUSINESS ON Monday, August 30, 2021 AT 4:30 P.M.

To SUBMIT a bid in person, please contact Scott Loos, Medford District Forester, at 541-618-2305, as the offices are currently closed to the public due to COVID.

COPIES of the GOLD SARDINE Full Prospectus are available online at https://blm.gov/or/resources/forests/

EXTENDED 30-DAY SEALED BID SALE

PROSPECTUS

LUMP SUM SALE

BUTTE FALLS RESOURCEAREA JACKSON MASTER UNIT Medford Sale # ORM05-TS-2018.0009

July 29, 2021

1 Gold Sardine (6300) Jackson County, O&C, P.D.

BID DEPOSIT REQUIRED: \$3,900.00

All timber designated for cutting in Un-Num. Lot NW¼SW¼, Un-Num. Lot SW¼SW¼, SE¼SW¼, SW¼SE¼, Sec. 18, Un-Num. Lot NW¼NW¼, Un-Num. Lot NW¼SW¼, Un-Num. Lot SW¼SW¼, S½NE¼, SE¼NW¼, NE¼SW¼, Sec. 19, S½NW¼, N½SW¼, E½SE¼, NW¼SE¼, Sec. 27, T335., R3W., NE¼NW¼, Sec.24, T35S., R4W, Willamette Meridian.

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
7,562	1,516	Douglas-fir	1,825	*\$20.20	\$36,865.00
216	50	White Fir	58	*\$14.70	\$852.60
187	18	Ponderosa Pine	23	*\$10.10	\$232.30
102	10	Incense-cedar	13	*\$18.00	\$234.00
8,067	1,594	Totals	1,919		\$38,183.90

^{*}Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford District Office.

<u>CRUISE INFORMATION:</u> Douglas-fir, White fir, Ponderosa Pine, and Incense-cedar have been cruised using the 3-P sampling methods to select sample trees. Maps showing the location and description of these sample trees are available at the Medford District Office. The sample trees have been measured using the volt system of measurement, and the volume expanded to a total sale volume.

With respect to merchantable trees of all conifer species: the average tree is 14.7 inches DBHOB; the average gross merchantable log contains 58 bd. ft.; the total gross volume is approximately 2011 MBF; and 96% recovery is expected (Average DF is 14.8 inches DBHOB; average gross merchantable log DF contains 59 bd. ft.).

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.

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

The BLM has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

<u>CUTTING AREA:</u> Thirteen (13) units containing one hundred forty five (145) acres must be logged, Two (2) helicopter landings containing (2) acres must be clear-cut for landing construction, and approximately one (1) right of way acre must be clear-cut for temporary road construction.

<u>CUTTING TIME:</u> Contract duration will be thirty-six (36) months for cutting and removal of timber.

ACCESS: ACCESS - Access to the sale area is available via public roads and through the contract area using BLM Roads and Right-of-way and Road Use Agreement M-660J with Siskiyou Timberland, LLC., and via Right-of-way and Road Use Agreement M-660K with System Global Timberlands, LLC.

Among other conditions, agreement M-660J with Siskiyou Timberland, LLC., requires completion of a license agreement between the Purchaser and Siskiyou Timberland, LLC., road maintenance to be performed by the Purchaser or BLM and payment of a surface replacement fee of \$86.28. Among other conditions, agreement M-660K with System Global Timberlands, LLC, requires completion of a license agreement between the Purchaser and System Global Timberlands, LLC, road maintenance to be performed by the Purchaser or BLM, and payment of a surface replacement fee of \$47.89.

<u>ROAD MAINTENANCE:</u> The Purchaser will be required to maintain all the temp routes he constructs plus 2.99 miles of existing BLM and private roads. The BLM will maintain the approximately 6.55 miles of existing BLM and private roads.

ROAD CONSTRUCTION: The Purchaser will be required to construct 0.14 miles of temporary road.

<u>SOIL DAMAGE PREVENTION:</u> Pursuant to Section 26 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content at six (6) inch depth exceeds twenty five (25) percent by weight as determined by the oven dry method.

EQUIPMENT REQUIREMENTS:

- 1. A yarding tractor not greater than 9 feet in track width equipped with an integral arch and winch system capable of lining logs at least 75 feet.
- 2. A helicopter equipped with a dropline with a minimum length of 150 feet and capable of lifting logs vertically to a height above adjacent trees without horizontal movement.

<u>SLASH DISPOSAL</u>: Perform logging residue reduction and site preparation work on approximately one hundred twenty five (125) acres of harvest area as directed by the Authorized Officer.

<u>CONTRACT TERMINATION:</u> A revised Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and /or to modify or terminate the contract when necessary to:

- 1. Comply with the Endangered Species Act, or;
- 2. Comply with a court order, or;
- 3. Protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

<u>PERFORMANCE BOND:</u> A performance bond in the amount of 20% of the total purchase price will be required.

OTHER:

- 1.No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
- 2. "This contract includes an additional special provision to ensure the Purchaser understands he/she is required to conduct all operations in compliance with Contract Section 12 (Purchaser's Contractual Responsibilities for Liability) and Contract Section 29 (Safety and Health) and the Special Provisions included in Section 42 of this Contract."
- 3. Purchaser shall be responsible for complying with all county, state, and federal laws and regulations that relate to the execution of this contract (See Sec. 29 of contract).
- 4. Directional falling is required

- 5. There are daily and seasonal restrictions in place on this sale.
- 6. Cleaning of equipment to eliminate noxious weed seeds is required prior to move-in of equipment onto federal lands.
- 7. Dust abatement is required.
- 8. There are slash treatment and pile placement requirements in place for this sale (see SD-1 in the contract)
- 9. Purchaser should be aware there are logging residue reduction costs assessed under SD-5. Refer to the appraisal for total assessed costs of logging residue reduction.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA:

From the town of Gold Hill, proceed west on North River Road approximately 2 miles to the junction of North River Road and Sardine Creek Road. Turn right onto Sardine Creek Road and proceed north into the sale area.

<u>ENVIRONMENTAL ASSESSMENT:</u> Environmental Assessment (DOI-BLM-ORWA M050-2018-0001-EA) was prepared for this sale, and a Finding of No Significant Impact has been documented for the environmental assessment. This document is available for inspection as background for this sale at the Medford District Office.

Form 5440-9 (January 2018)

UNITED STATES

Name of Bidder
Tract Number
Sale Name

DED LOW CELTE OF THE DUMENTOR				
DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT	Tract Number			
DEPOSIT AND BID FOR: (Check One):	Sale Name			
Timber and/or Other Wood Products or	Sale Notice (dated)			
(Examples of Other Wood Products: biomass, firewood, posts, poles	, etc) BLM District			
	nts, etc)			
Sealed Bid for Sealed Bid Sale	☐ Written Bid for Oral Auction Sale			
Time for opening sealed bids	Sale commences a.m. 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. It is understood that no bid for less than the appraised price on a unit basis per product and species will be considered. If the bid is rejected the deposit will be returned.

BID SCHEDULE - TIMBER AND/OR OTHER WOOD PRODUCTS OR VEGETATIVE RESOURCES

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

BID SUBMITTED				ORAL BID MADE		
PRODUCT & SPECIES	UNIT	ESTIMATED VOLUME OR QUANITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
			X	=	X	=
	TOTAL PURCHASE PRICE					

(Continued on Page 2) (Form 5440-9, Page 1) If sale contract is executed, undersigned is liable for total purchase price including all modifications executed under the terms of the contract. Timber and/or Other Wood Products or Vegetative Resources designated for taking may be less or more than total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

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

NOTICES

The PrivacyAct 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.

(Continued on Page 3) (Form 5440-9, Page 2)

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. 1181a); Timber and/or Other Wood Products or Vegetative Resources located on other public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of Timber and/or Other Wood Products or Vegetative Resources, are codified in 43 CFR Group 5400.
- 2 QUALIFICATIONS OF BIDDERS 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 examination and inspection of the Timber and/or Other Wood Products or Vegetative Resources and his opinion of its value.
- 4. DISCLAIMER OF WARRANTY Government expressly disclaims any warranty of the fitness of the designated Timber and/or Other Wood Products or Vegetative Resources for any purpose of the bidder; all Timber and/or Other Wood Products or Vegetative Resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of Timber and/or Other Wood Products or Vegetative Resources to be sold is expressly disclaimed by Government.
- 5. BIDS Sealed or written bids for not less than the advertised appraised price, per Timber and/or Other Wood Products or Vegetative Resources must be submitted in duplicate to the District Manager who issued *Timber and/or Other Wood Products or Vegetative Resources Sale Notice*.
 - (a) Sealed Bid Sales Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside Bid for Timber and/or Other Wood Products or Vegetative Resources, time bid is to be opened, tract number, and legal description of land on which Timber and/or Other Wood Products or Vegetative Resources are located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.
 - (b) Auction Sales Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.
 - (c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in 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 designated for taking may be less or more than total estimated volume or quantity shown above.
- 7. BID DEPOSIT All bidders must make a deposit of not less than the amount specified in the Timber and/or Other Wood Products or Vegetative Resources

- Notice. Deposit may be in the form of cash, money orders, bank drafts, 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 may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.
- 8. AWARD OF CONTRACT Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.
- 9. TIMBER 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 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.

(Continued on Page 4) (Form 5440-9, Page 3)

- 15. UNAUTHORIZED USE OF GOVERNMENT PROPERTY A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.
- 16. EQUAL OPPORTUNITY CLAUSE This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity Compliance Report Certification will be completed by prospective contractors. Certification may be obtained from District Manager.
- 17. LOG EXPORT All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as saw logs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4)
- western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimensions or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber". Special reporting, branding and painting of logs may be included in contract provisions.*
- 18. DETAILED INFORMATION Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.