



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. ORAL 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 **September 30, 2024**, 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 was posted to the BLM's ePlanning National NEPA Register website on September 16, 2024, referencing to the Galagher Canyon and Tidy Bowl Timber Sales Decision Record, which is a component of the Blue and Gold Harvest Plan EA, NEPA No. DOI-BLM-ORWA-R040-2020-0001-EA.

SBA SET-ASIDE TRACTS: Bidding on set-aside tracts is limited to small business concerns as defined by the Small Business Act. Sec. 3, 72 Stat. 384, 15 U.S.C. 632, and the regulation of the Small Business Administration, Title 13, Code of Federal Regulations, Part 121 as amended.

IN DOUGLAS COUNTY: OREGON: O&C: ORAL AUCTION: LUMP SUM SALE: TIDY BOWL: All timber designated for cutting on certain Federal lands in Sections 17 and 19, T. 23 S., R. 6 W., Will. Mer., estimated for the purpose of this sale to be 7,460 M bd. ft. No written bid for less than **\$691,267.60** will be considered. Minimum deposit with written bid is **\$69,200.00**.

IN DOUGLAS COUNTY: OREGON: O&C: ORAL AUCTION: LUMP SUM SALE: SBA SET-ASIDE: GALAGHER CANYON: All timber designated for cutting on certain Federal lands in Sections 25 and 35; T. 23 S., R. 6 W., and Sections 3, 9, 17 and 27, T. 24 S., R. 6 W., Will. Mer., estimated for the purpose of this sale to be 14,206 M bd. ft. No written bid for less than **\$1,606,997.30** will be considered. Minimum deposit with written bid is **\$160,700.00**.

For the purposes of 43 CFR 5401.0-6 and 5430.0-6, this advertisement is being published on **09/16/2024** and **09/23/2024**.

This advertisement includes:

(1)	2024.0001,	Tidy Bowl - OPEN	Lump Sum Sale	7,460	MBF
(2)	2024.0002,	Galagher Canyon - SBA SET ASIDE	Lump Sum Sale	147,206	MBF

September 16, 2024

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 Monday, **September 30, 2024**.

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.

FOR SBA SET-ASIDE TRACTS, the bidder must not have been determined by the Small Business Administration to be ineligible for preferential award for set-aside sales and must accompany the bid deposit with a self-certification statement that the bidder is qualified as a small business concern as defined by the Small Business Administration in its regulations, Title 13, Chapter I, Part 121 (Revision 7) as amended, of the Code of Federal Regulations. The Form 5430-001, Self Certification Clause is attached hereto. The successful bidder will be required to sign SBA Form 723 "Small Business Certification Required on All Preferential Sales of Set-Aside Timber" at the time the timber sale contract is signed. Section 2(a) of Form 723 requires that successful bidders on SBA set-aside tracts must comply with delivery requirements pertaining to timber volume. **No more than 30% of the timber volume from a set-aside sale may be delivered for manufacturing to a business that is not a small business, as defined by the SBA (13 CFR 121.507 (a)).** A copy of SBA form 723 is attached.

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 each 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 forms:

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. A minimum performance bond of not less than \$500 will be required for all installment contracts less than 10,000.

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 these timber sale tracts described herein are available at the above District Office. Copies of the timber sale contracts are 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

SBA Attachments:

Form No. 5430-001, Self Certification Clause

Form No. 723, Small Business Certification Required on All Preferential Sales of Set-Aside Timber

LUMP SUM SALE
LOCKED GATE(S) – TS KEY
Sale Date: September 30, 2024

(1) Roseburg Sale No.: ORR04-TS-2024.0001
Douglas County, Oregon: O&C: Oral Auction

Sale Name: Tidy Bowl
Bid Deposit Required: \$69,200.00

All timber designated for cutting on:

Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16	Sec. 17,	T. 23 S.,	R. 6 W.,	Willamette Meridian
Lot 6, 7, 11, 12, 13, 14, 19, 20	Sec. 19,	T. 23 S.,	R. 6 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
29680	5866	Douglas-fir	7167	\$94.10	\$674,414.70
512	89	Western Hemlock	111	\$44.40	* \$4,928.40
725	62	Ponderosa Pine	79	\$29.50	* \$2,330.50
132	59	Grand Fir	75	\$43.80	* \$3,285.00
143	21	Western Redcedar	26	\$239.00	\$6,214.00
56	2	Incense-cedar	2	\$47.50	* \$95.00
31,248	6,099		7,460		\$691,267.60

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

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: the timber volumes for all tree species are based on a variable plot cruise, containing a total of 185 plots and 135 randomly selected sample trees. Plots were measured using a 40 basal area factor (BAF). The volume of the randomly selected sample trees has been expanded to a total sale volume. A map showing the location of the plots and sample trees is available at the Roseburg District Office. 3P sampling was applied to Right-Of-Way Timber. Doug-Fir was sampled while all minor species were 100% cruised.

With respect to merchantable trees of all species: the average tree is 15.0 inches D.B.H.O.B., the average log contains 58 bd. ft., the total gross volume is approximately 7,860 MBF and 95% recovery is expected.

CUTTING AREA: An area of approximately 191 acres distributed throughout 6 units will be regeneration harvested and rights-of-ways totaling approximately 5 acres will be clearcut.

TIMBER ACREAGE:

Area 1: 72 acres	Area 3: 11 acres	Area 5: 61 acres	R/W: 5 acres
Area 2: 12 acres	Area 4: 20 acres	Area 6: 15 acres	

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

DIRECTIONS TO SALE AREA: From Roseburg, proceed north on Interstate Highway 5 approximately 24.8 miles to Exit 150 towards Yoncalla and Drain. Follow Eagle Valley Rd for approximately 7 miles. Turn left onto OR-38 W and follow for approximately 9.3 miles to Brush Creek Rd. (Road 22-7-14.1) and follow the Exhibit D map to the sale area.

ROAD MAINTENANCE: Rockwear and maintenance fees of \$10,036.60 will be required to be paid to the BLM; rockwear and maintenance fees of \$126,555.21 will be required to be paid to Juniper Properties LLC; rockwear and maintenance fees of \$1,197.23 will be required to be paid to LGB Timber, LLC; and rockwear and maintenance fees of \$3,740.67 will be required to be paid to Rocking C Ranch, LLC.

ROAD CONSTRUCTION: Estimates include the following: renovate 291+30 stations of road, construct 16+30 stations of road, and decommission 43+60 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, 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)(6)(b), 44(A)(10), 44(B)(2), 44(C)(3)(c), and 44(C)(4)(d) for details. A “seasonal restriction matrix” is included with this prospectus to serve as a guide in planning and scheduling operations.
2. License agreements with Juniper Properties LLC; LGB Timber, LLC; and Rocking C Ranch, LLC are required. The terms and conditions of the license agreements are available for inspection at the Roseburg District Office.

3. Slash disposal requirements consist of the following: machine piling, covering and burning slash and debris within a fifty (50) foot radius of landings. 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)(1) for details.
4. Girdling (or felling) of approximately 681 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 the option to complete the required snag creation work or to make a buyout security deposit to the Bureau of Land Management in lieu thereof. Refer to Sections 44(G) and 44(H)(2) for details.
5. As appraised, approximately 62% of the sale area is available for wet season operations, including all of Harvest Areas 2, 3, and 4 and portions of Harvest Areas 1 and 5 (118 acres). Wet season operations may be maximized at the Purchaser's expense by:
 - Cable yarding portions of Harvest Areas 1 and 5 to the existing rocked roads approved for wet season operations, instead of ground-based yarding (approximately 42 additional acres)
 - Adding rock to Road 23-6-18.3 and Spur 7 in Harvest Area 6 as necessary for wet season cable yarding, instead of ground-based yarding (approximately 15 additional acres)
 - Adding rock to Road 23-6-17.1 in Harvest Area 1 as necessary for wet season cable yarding, instead of ground-based yarding (approximately 16 additional acres)

In order to maximize wet season operations, the Authorized Officer must approve the logging plan, and a contract modification may be required.

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

Harvest Area	Activity	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug			Sep		Oct		Nov		Dec		
		1	15	1	15	1	15	1	15	1	16	1	15	1	16	1	5	6	1	16	1	15	1	15	1	15	
Unit 1 (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																										
	Loading or hauling on dirt roads ¹																										
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 rocked roads																										
Unit 3 (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																										

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 operations from October 1 – July 15 may be shortened or extended depending on soil moisture and weather conditions.

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	16	1	15	1	16	1	5	6	1	16	1	15	1	15	1	15		
Unit 4 (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																											
Unit 5 (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 dirt roads ¹	█	█	█	█	█	█	█	█	█	█													█	█	█	█	█
Loading or hauling on rocked roads																												
Unit 6 (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	█	█	█	█	█	█	█	█	█	█	█	█	█									█	█	█	█	█	█
	Loading or hauling on dirt roads ¹	█	█	█	█	█	█	█	█	█	█													█	█	█	█	█

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 operations from October 1 – July 15 may be shortened or extended depending on soil moisture and weather conditions.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Name of Bidder
Tract Number (1) 2024.0001
Sale Name Tidy Bowl
Sale Notice <i>(dated)</i> 09/16/2024
BLM Office Roseburg District BLM 777 NW Garden Valley Blvd., Roseburg, OR 97471

DEPOSIT AND BID FOR: (Check One):	
<input checked="" type="checkbox"/> Timber and/or Other Wood Products <small>(Examples of Other Wood Products: biomass, firewood, posts, poles, etc...)</small>	
<input type="checkbox"/> Vegetative Resources <small>(Examples of Vegetative Resources: boughs, pinyon nuts, cones, plants, etc...)</small>	
<input type="checkbox"/> Sealed Bid for Sealed Bid Sale	<input checked="" 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 10:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.
On <i>(date)</i> Place	On <i>(date)</i> 09/30/2024 Place BLM, Roseburg District

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 \$ 69,200.00 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	7,167.0	\$	\$	\$	=\$
Western Hemlock	MBF	111.0	\$ 44.40	\$ 4,928.40	\$ 44.40	=\$ 4,928.40
Ponderosa Pine	MBF	79.0	\$ 29.50	\$ 2,330.50	\$ 29.50	=\$ 2,330.50
Grand-fir	MBF	75.0	\$ 43.80	\$ 3,285.00	\$ 43.80	=\$ 3,285.00
Western Red-cedar	MBF	26.0	\$ 239.00	\$ 6,214.00	\$ 239.00	=\$ 6,214.00
Incense-cedar	MBF	2.0	\$ 47.50	\$ 95.00	\$ 47.50	=\$ 95.00
			\$	\$	\$	=\$
			\$	\$	\$	=\$
			\$	\$	\$	=\$
			\$	\$	\$	=\$
			\$	\$	\$	=\$
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. 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.

LUMP SUM SALE
LOCKED GATE(S) – TS KEY
SBA SET-ASIDE
Sale Date: September 30, 2024

(2) Roseburg Sale No.: ORR04-TS-2024.0002
Douglas County, Oregon: O&C, Oral Auction

Sale Name: Galagher Canyon
Bid Deposit Required: \$160,700.00

All timber designated for cutting on:

Lots 1, 2, 5, 6, 7, 9, and 10	Sec. 25,	T. 23 S.,	R. 6 W.,	Willamette Meridian
Lots 1, 2, 9, 10, 14, 15, and 16	Sec. 35,	T. 23 S.,	R. 6 W.,	Willamette Meridian
Lots 1, 2, and 4; SE ¹ / ₄ NE ¹ / ₄ , S ¹ / ₂ NW ¹ / ₄ , N ¹ / ₂ SW ¹ / ₄ , SW ¹ / ₄ SW ¹ / ₄ , NW ¹ / ₄ SE ¹ / ₄	Sec. 3,	T. 24 S.,	R. 6 W.,	Willamette Meridian
SE ¹ / ₄ SW ¹ / ₄ , N ¹ / ₂ SE ¹ / ₄ , SW ¹ / ₄ SE ¹ / ₄ ,	Sec. 9,	T. 24 S.,	R. 6 W.,	Willamette Meridian
NE ¹ / ₄ NE ¹ / ₄ , S ¹ / ₂ NE ¹ / ₄ , SE ¹ / ₄ NW ¹ / ₄ , SW ¹ / ₄ , NE ¹ / ₄ SE ¹ / ₄ , S ¹ / ₂ SE ¹ / ₄	Sec. 17,	T. 24 S.,	R. 6 W.,	Willamette Meridian
NW ¹ / ₄ NW ¹ / ₄ , S ¹ / ₂ NW ¹ / ₄ , SW ¹ / ₄ , SW ¹ / ₄ SE ¹ / ₄	Sec. 27,	T. 24 S.,	R. 6 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
49,278	10,743	Douglas-fir	13,319	\$117.10	\$1,559,654.90
1,627	570	Grand Fir	696	\$45.50	* \$31,668.00
542	103	Western Hemlock	132	\$43.30	* \$5,715.60
378	27	Western Redcedar	33	\$275.00	\$9,075.00
176	17	Incense-cedar	25	\$34.00	* \$850.00
10	1	Sugar Pine	1	\$33.80	* \$33.80
52,011	11,461		14,206		\$1,606,997.30

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

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 Harvest Areas 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14: the timber volumes for all tree species are based on a variable plot cruise, using a 40 basal area factor (BAF), containing a total of 288 plots and 173 randomly selected sample trees. For Harvest Area 4: the timber volumes for all tree species are based on a variable plot cruise, using a 20 basal area factor (BAF), containing a total of 44 plots and 26 randomly selected sample trees. The volume of the randomly selected sample trees has been expanded to a total sale volume. A map showing the location of the plots and sample trees is available at the Roseburg District Office. 3P sampling was applied to Right-Of-Way Timber; Douglas-Fir was sampled while all minor species were 100% cruised.

With respect to merchantable trees of all species: the average tree is 15.4 inches D.B.H.O.B., the average log contains 64 bd. ft., the total gross volume is approximately 14,810 MBF and 96% recovery is expected.

CUTTING AREA: An area of approximately 309 acres distributed throughout 13 units will be regeneration harvested, an area of approximately 45 acres distributed throughout 1 unit will be thinned, and rights-of-ways totaling approximately 11 acres will be clearcut.

TIMBER ACREAGE:

Area 1: 82 acres	Area 5: 16 acres	Area 9: 22 acres	Area 13: 34 acres
Area 2: 17 acres	Area 6: 20 acres	Area 10: 24 acres	Area 14: 10 acres
Area 3: 14 acres	Area 7: 12 acres	Area 11: 15 acres	R/W: 11 acres
Area 4: 45 acres	Area 8: 33 acres	Area 12: 10 acres	

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

DIRECTIONS TO SALE AREA: From Roseburg, proceed north on Interstate Highway 5 approximately 11.3 miles to Exit 136 towards Sutherlin. Follow 138 West for approximately 10 miles and follow the Exhibit D map to the sale area.

ROAD MAINTENANCE: Rockwear and maintenance fees required to be paid to the BLM are \$108,663.42, rockwear fees required to be paid to Haines Legacy LLC are \$115.05; and rockwear fees required to be paid to Roseburg Resources Co. are \$356.29.

ROAD CONSTRUCTION: Estimates include the following: renovate 349+20 stations of road, construct 104+75 stations of road, and decommission 27+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, maintenance, and use; environmental protection; administrative check scaling; fire prevention and control; slash disposal and site preparation; snag creation; buyout securities; log branding and painting; and SBA set aside regulations.

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(B)(2), 44(C)(3)(c) and 44(C)(4)(d) for details. A “seasonal restriction matrix” is included with this prospectus to serve as a guide in planning and scheduling operations.
2. License agreements with Juniper Properties LLC; Roseburg Resources Co.; and Haines Legacy LLC are required. The terms and conditions of the license agreements are available for inspection at the Roseburg District Office.
3. Slash disposal requirements consist of the following: machine piling, covering and burning slash and debris within a fifty (50) foot radius of landings; machine piling, covering and burning slash in the portions of Harvest Areas 1, 2 and 6 designated for ground-based yarding; and hand piling, covering and burning slash in the portions of Harvest Area 1 designated for cable yarding. 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)(2) and 44(H)(1) for details.
4. Girdling (or felling) of approximately 1,254 trees in the Harvest Land Base to create snags (or down woody material) after completion of logging operations will be required. Refer to Section 44(G) for details.
5. As appraised, approximately 66% of the sale area is available for wet season operations, including all of Harvest Areas 3, 4, 7, 8, 11, 12, and 14 (139 acres) and portions of Harvest Areas 1, 2, 5, 6, 9 and 13 (103 acres). Wet season operations may be maximized at the Purchaser’s expense by:
 - Cable yarding portions of Harvest Areas 1, 2, 6, 9, and 13 to the existing rocked roads approved for wet season operations, instead of ground-based yarding (approximately 86 additional acres)
 - Adding rock to Road 23-6-34.0, Spur 7 and Spur 8 in Harvest Area 10 as necessary for wet season cable yarding, instead of ground-based yarding (approximately 24 additional acres)

In order to maximize wet season operations, the Authorized Officer must approve the logging plan, and a contract modification may be required.

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

Harvest Area	Activity	Jan		Feb		Mar		Apr		May		Jun		Jul		Aug			Sep		Oct		Nov		Dec		
		1	15	1	15	1	15	1	15	1	16	1	15	1	16	1	5	6	1	16	1	15	1	15	1	15	
Unit 1 (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																										
	Loading or hauling on dirt roads ¹																										
Off-Road machine piling																											
Unit 2 (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																										
Unit 3 (regen)	Right-of-way logging and clearing, road construction, renovation ¹																										
	Hand falling and bucking																										
	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 operations from October 1 – July 15 may be shortened or extended depending on soil moisture and weather conditions.

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	16	1	15	1	16	1	5	6	1	16	1	15	1	15	1	15	
Unit 4 (thinning)	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																										
	Loading or hauling on rocked roads																										
Unit 5 (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																										
Unit 6 (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																										

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 operations from October 1 – 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.

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	16	1	15	1	16	1	5	6	1	16	1	15	1	15	1	15	
Unit 7 (regen)	Right-of-way logging and clearing, road construction, renovation ¹	■	■	■	■	■	■	■	■	■												■	■	■	■	■	■
	Hand falling and bucking																										
	Cable yarding on rocked roads																										
	Loading or hauling on rocked roads																										
Unit 8 (regen)	Right-of-way logging and clearing, road construction, renovation ¹	■	■	■	■	■	■	■	■	■													■	■	■	■	■
	Hand falling and bucking																										
	Cable yarding on rocked roads																										
	Loading or hauling on rocked roads																										
Unit 9 (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																										

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 operations from October 1 – July 15 may be shortened or extended depending on soil moisture and weather conditions.

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	16	1	15	1	16	1	5	6	1	16	1	15	1	15	1	15		
Unit 10 (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	■	■	■	■	■	■	■	■	■	■	■	■	■									■	■	■	■	■	■
Loading or hauling on dirt roads ¹																												
Unit 11 (regen)	Right-of-way logging and clearing, road construction, renovation ¹	■	■	■	■	■	■	■	■	■													■	■	■	■	■	
	Hand falling and bucking																											
	Cable yarding on rocked roads																											
	Loading or hauling on rocked roads																											
Unit 12 (regen)	Right-of-way logging and clearing, road construction, renovation ¹	■	■	■	■	■	■	■	■	■													■	■	■	■	■	
	Hand falling and bucking																											
	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 operations from October 1 – July 15 may be shortened or extended depending on soil moisture and weather conditions.

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	16	1	15	1	16	1	5	6	1	16	1	15	1	15	1	15		
Unit 13 (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																												
Unit 14 (regen)	Right-of-way logging and clearing, road construction, renovation ¹	■	■	■	■	■	■	■	■	■													■	■	■	■	■	■
	Hand falling and bucking																											
	Cable yarding on rocked roads																											
	Loading or hauling on rocked roads																											

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 operations from October 1 – July 15 may be shortened or extended depending on soil moisture and weather conditions.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Name of Bidder
Tract Number (2) 2024.0002
Sale Name Galagher Canyon
Sale Notice (dated) 09/16/2024
BLM Office Roseburg District BLM 777 NW Garden Valley Blvd., Roseburg, OR 97471

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 checked="" 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 10:00 <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.
On (date) Place	On (date) 09/30/2024 Place BLM, Roseburg District

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 \$ 160,700.00 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	13,319	\$	\$	\$	= \$
Grand Fir	MBF	696	\$ 45.50	\$ 31,668.00	\$ 45.50	= \$ 31,668.00
Western Hemlock	MBF	132	\$ 43.30	\$ 5,715.60	\$ 43.30	= \$ 5,715.60
Western Redcedar	MBF	33	\$ 275.00	\$ 9,075.00	\$ 275.00	= \$ 9,075.00
Incense-cedar	MBF	25	\$ 34.00	\$ 850.00	\$ 34.00	= \$ 850.00
Sugar Pine	MBF	1	\$ 33.80	\$ 33.80	\$ 33.80	= \$ 33.80
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
			\$	\$	\$	= \$
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: _____	<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

Sale Name
Galagher Canyon

SELF CERTIFICATION CLAUSE
BIDDERS STATEMENT

Sale Number
ORR04-TS-2024.0002

The bidder represents that he is is not a small business concern as defined by 13 CFR Ch. 1 Part 121.

(Date)	(Printed Name of Bidder)	Signature of Bidder
Title 18 USC, sec. 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.		

INSTRUCTIONS

In order to qualify for a set-aside sale, all bidders *must* certify to being a small business concern by submitting an executed Self Certification Clause.

The date on the Self Certification Clause and the sale date *must be the same*.

A Self Certification Clause *must* accompany the deposit to qualify for *each* set-aside sale. After a sale award is made, the Self Certification

Clause will be immediately returned, with the deposit, to the unsuccessful bidders but may be resubmitted to qualify for other set-aside sales offered on the *same* date.

The Self Certification Clause submitted by the successful bidder will be retained by the Bureau of Land Management.

Agency Forest

Sale Name

USDI - Bureau of Land Management
Roseburg District

Galagher Canyon



**SMALL BUSINESS CERTIFICATION REQUIRED ON
ALL PREFERENTIAL SALES OF SET-ASIDE TIMBER**

The purchaser certifies, at the time of executing timber sale Contract No. ORR04-TS-2024.0002, to which this statement is annexed, that in accordance with the Rules and Regulations (13 CFR 121) of the Small Business Administration (SBA):

1. His firm (a) is primarily engaged in the logging or forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) employs, together with its affiliates, 500 or fewer persons.
2. (a) He agrees not to sell and/or exchange more than 30 percent (50 percent in the case of Alaska) of the timber of log volume from this preferential sale to concerns not meeting SBA's small business size standard. Such timber and log volume comprises logs, bolts and pieces that are suitable for manufacture into lumber dimension and/or veneer and normally appraised as such. Timber and log volume of the preferential sale includes the contract rights, standing and down trees or portions thereof.

(b) Whenever he does sell and/or exchange timber or logs from this preferential sale, records of such transactions will be maintained for a period of three years showing the name, address, and SBA size status (i.e., whether large or small) of each concern to whom the timber or logs were sold or disposed and the species, grades and volumes involved. In the event of such sale or sales, purchaser shall also require other purchasers to maintain similar records for a period of three years (OMB Approval No. 0596-0021). A signed certificate similar to this one will be obtained from each party buying such timber and will be retained for review in event of investigation.

(c) If his concern is purchased by, becomes controlled by, or merged with a large business, so much of such timber and log volume from this preferential sale as is necessary will be sold (not bartered) to one or more small businesses for compliance with the 30 percent (50 percent in the case of Alaska) restriction.
3. He agrees that if he utilizes log volume from this preferential sale in the manufacture of a product, such manufacture will be done with his own facilities or those of another concern that qualifies as a small business.
4. He understands that in addition to other penalties which may be imposed for violating the foregoing, he may be declared ineligible to participate in future Federal timber sales.

Signed

Date
