

**TIMBER SALE PROSPECTUS**

<b>Sale Name :</b>	Strawberry Salvage	<b>Type of Sale :</b>	Scaled
<b>National Forest :</b>	Plumas	<b>Ranger District :</b>	Feather River
<b>Bidding Method :</b>	Sealed Bid	<b>Bid Guarantee :</b>	\$200.00

**Location of Bid Opening :** PNF Supervisor's Office 159 Lawrence Street, Quincy, CA 95971

**Date :** 09/30/2016

**Time :** 10:00 AM

**1. INTRODUCTION.** This prospectus furnishes prospective bidders with information not contained in the published advertisement and is designed to enable bidders to decide whether or not to further investigate the sale. The prospectus is not a legally binding document, but is offered to provide general information about a sale. The contract does not include descriptions, estimates, and other data in this prospectus, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Bidders are urged to examine the timber sale and make their own estimates. Timber sale Contract 2400-6 will be used. Inspect the sale area and the sample contract before submitting a bid. Obtain the appraisal, other information on the timber, and conditions of sale and bidding at Forest Service offices listed above and in the named attached advertisement.

**2. BIDDING.** This is a Sealed Bid sale. Bidders must submit sealed bids on prepared forms they can obtain from Forest Service offices listed above and in the attached advertisement. The forms include instructions for bidding and submission of the required certifications. A bid guarantee must be included with the bid in the form of cash, a bid bond on form FS-6500-13 (4/82) or later, certification of annual bid bond allocation on form FS-6500-13a (4/82) or later, an irrevocable letter of credit, a certified check, bank draft, cashiers check, official bank check, or bank or postal money order payable to the Forest Service, USDA in the amount specified above and in the bid form. The bid guarantee shall be returned to each bidder whose bid is not accepted.

**Total Sale Value Bidding:**

Prospective purchasers must submit bids in terms of the minimum acceptable total sale value. The bid form states minimum acceptable bid rates and estimated quantities of timber, together with the minimum acceptable total sale value. The advertised minimum acceptable total sale value is only for the biddable species, as listed on the bid form in the upper section of block 14. It does not include any non-biddable, fixed rate species listed in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The bidder should enter the offer on the bid form only in terms of the total sale value. The Forest Service shall establish bid rates by species in the contract by multiplying each species' minimum acceptable bid rate by the bid increase percentage. Such rates will be rounded to the nearest cent. The bid increase percentage is the bidder's total sale value bid rate divided by the minimum acceptable total sale value. The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

**3. LOCATION AND DESCRIPTION OF TIMBER.** Refer to the sample contract and sale area map attached to the sample contract for legal location of sale area, location of subdivisions, location of cutting units, the acreage of sale area, and the cutting unit acreage.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE SALE AREA MAP OR SAMPLE CONTRACT.

The Strawberry Salvage timber sale is composed of two units, the units are located at Strawberry Valley Fire Station/ access is Laporte Road and off the 19N38 Road/access is the 19N16 Road.

**4. TIMBER QUANTITIES AND RATES.** The quality, size, cut per acre, and product suitability of the timber are estimates based

on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, bidders are urged to examine the timber sale area and make their own estimates.

THE MINIMUM ACCEPTABLE BID RATE IS STATED IN THE ATTACHED BID FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

### Estimated Quantities and Minimum Acceptable Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Minimum Acceptable Bid Rates	Base Rates	Required Deposits	
							Slash Disposal	Road Maintenance
Douglas Fir	Sawtimber	MBF	20.61	N/A	\$6.00	\$6.00	\$3.33	\$0.00
Incense Cedar	Sawtimber	MBF	3.04	N/A	\$10.00	\$10.00	\$3.33	\$0.00
Ponderosa Pine	Sawtimber	MBF	55.59	N/A	\$10.00	\$10.00	\$3.33	\$0.00
Sugar Pine	Sawtimber	MBF	37.70	N/A	\$10.00	\$10.00	\$3.33	\$0.00
White Fir	Sawtimber	MBF	22.94	N/A	\$6.00	\$6.00	\$3.33	\$0.00
<b>TOTAL</b>		MBF	139.88				\$465.80	\$0.00

The minimum acceptable total sale value bid for advertised timber is \$1,224.60. It does not include any non-biddable, fixed rate species listed on the bid form in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

The bid rate for species and unit of measure are assigned under procedures for average bid premium bidding, as noted in this prospectus. This rate has been established by appraisal, with a cost allowance for the roads specified by the contract, if any. Required deposits for slash disposal and road maintenance are in addition to the advertised rates for timber.

### Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Combined Hardwood	Non-Saw	MBF	\$0.50		
Cull Logs Combined	Cull Logs	MBF	\$0.50		

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 06/01 and 10/31. Contract termination date is 09/30/2018. Extensions of this contract may be granted only when the purchaser has met specified conditions.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this timber sale are the same as, or nearly the same as, conditions existing on other timber sale(s) in appeal or litigation, Contracting Officer may delay award or reject all bids. If delay in award is for 30 days or more during Normal Operating Season after bid opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the time award is delayed during Normal Operating Season.

The purchaser must submit a Plan of Operations to the Contracting Officer for approval before operations begin or within 60 days of sale award, whichever is earlier. The plan must show how the purchaser plans to complete the contract by the termination date. In addition to the Plan of Operations, the purchaser must submit an annual Operating Schedule before commencing operations. This schedule will

include the anticipated major activities and needs for harvest. This annual Operating Schedule does not require concurrence of the Forest Service.

**6. PAYMENT.** Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. The Purchaser may transfer purchaser credit into the contract, or provide an acceptable payment guarantee prior to cutting. Payment for required deposits must be a cash payment. The purchaser shall make advance deposits in accordance with provision B(T)4.212 - Advance Deposits.

The high bidder whose bid is accepted shall, at the time the contract is signed and returned by the bidder, make a downpayment pursuant to Title 36, Section 223.49, of the Code of Federal Regulations. The Contracting Officer will notify the high bidder of the amount necessary to make this payment. In no case shall the downpayment be less than 10 percent of the total advertised value plus 20 percent of the bid premium. After receipt of the downpayment and a satisfactory performance bond and upon execution of the timber sale contract, the Forest Service will return the bid guarantee. A cash bid guarantee may be applied to the downpayment at the request of the purchaser. The purchaser cannot apply the amount deposited as a downpayment to cover other obligations due on the sale until conditions stated in the contract for release of downpayment have been met. Refer to the sample contract for the specific conditions.

By the midpoint between award date and the termination date, the purchaser shall have paid for, or in lieu thereof, deposited cash in the greater amount of: (1) 50 percent of the total estimated bid premium, or (2) 35 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100.

**7. PERFORMANCE BOND.** A performance bond is required. The penal sum of the bond will be 10 percent of the total bid value of the sale, rounded up to the nearest \$100 when the total bid value is \$10,000 or less; and rounded up to the nearest \$1,000 when the total bid value exceeds \$10,000 or \$200.00 whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 6 months past the contract termination date.

**8. SPECIFIED ROADS.** Not Applicable.

**9. ROAD MAINTENANCE.** Purchaser shall perform or pay for road maintenance work, commensurate with purchaser's use, on roads controlled by Forest Service, and used by purchaser in connection with this sale. Road maintenance requirements are based on the predicted haul route. Any change in the purchaser's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in Section 4 and in the sample contract. Maintenance specifications are in the sample contract.

**10. INAPPLICABLE STANDARD PROVISIONS.** See sample contract.

**11. SPECIAL PROVISIONS.** See sample contract.

**12. SET-ASIDE SALES.** Not Applicable.

**13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS.** The contract requires domestic processing of included timber except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. The bidder, by signing the bid for advertised timber, certifies compliance with the applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620, *et seq.*) with each bid.

**14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW.** If the total bid value plus required deposits for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the high bidder to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

**15. AWARD.** The Contracting Officer is required to make a determination of bidder responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a purchaser to be responsible, a Contracting Officer must find that:

- a. The purchaser has adequate financial resources to perform the contract or the ability to obtain them;
- b. The purchaser is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The purchaser has a satisfactory performance record on timber sale contracts. A prospective purchaser that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the purchaser's control and were not created through improper actions by the purchaser or affiliate, or that the purchaser has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible contractor. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The purchaser has a satisfactory record of integrity and business ethics;
- e. The purchaser has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;
- f. The purchaser is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Bidders, by signing the bid form, certify that, to the best of bidder's knowledge the bidder will meet the requirements in 36 CFR 223.101, determination of purchaser responsibility, and, if awarded this contract, that bidder will complete the timber sale contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber.

**16. FALSE STATEMENTS ACT.** Bidders, by signing the bid form, certify that they are aware that bidder is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

**17. DAMAGES.** This contract shall be terminated for breach pursuant to paragraph 16, 19, and/or 21 of the bid form and the terms of the sample contract if: 1) bidder fails to execute a timber sale contract, furnish a downpayment, or furnish a satisfactory performance bond within 30 days of the award letter's date; or 2) bidder is found to have violated the False Statements Act in making any statement or certification on the bid form including not meeting purchaser responsibility requirements, and bidder has made a false statement. The bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed.

**18. SUSPENSION AND DEBARMENT CERTIFICATION.** Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each timber sale purchaser, to submit a certification for itself, its principals, and its affiliates when bidding on sales. The bidder must designate its status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a timber sale purchaser enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Purchaser must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractor transactions are provided as an addendum to the bid form.

**19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS.** Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, California Department of Industrial Relations, 1515 Clay Street, Suite 1901, Oakland, California 94612.

**20. GENERAL.** Corporations submitting an offer under this solicitation must include form AD-3030, Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at: <http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms>.

Prospective bidders are strongly encouraged to carefully read and understand the Prospectus and entire contract for work required to be accomplished.

This sale is in urgent need of harvesting, an extension or contract term adjustment may be granted on other Forest Service sale(s) to the purchaser of this sale.

- a. The specific geographic tributary area that would apply for the granting of extensions or adjustments on existing sales is the Plumas NF.
- b. Purchaser must show how logging this sale will impact operations on existing sales.
- c. Specific classes of sales that would not receive consideration for extension or adjustment are all Salvage Sales.
- d. The calculation of the number of days of contract term adjustment or extension a purchaser would receive would depend upon a case-by-case review and reflect the time lost by logging the sale urgently requiring harvesting.

This is a scaled timber sale. The volumes represented in the contract are the Forest Service estimate of the amount to be cut.

100% Conventional Log Scale, third party scaling is required and includes C6.815 Third Party Scaling Services. Under this provision Purchaser shall bear and administer the cost of scaling services. Unit of measure for Strawberry Salvage is MBF.

Given the current market for pine, load count may be available for all species of sawlogs upon Purchaser request after award, if Purchaser wants to take sawlogs to alternative processing mills.

This sale has Individual Tree Mark (ITM), where trees to be cut are designated with Blue paint.C2.35#).

Slash Disposal: Slash Disposal is \$3.33 per MBF (A4b).

Scat 18 inch is required in the sale area and 100 feet from each side of LaPorte Road and 50 feet from each side of secondary roads- handpiling is required (C6.7#).

Surface Replacement: Purchaser shall make required deposits for surface replacement of \$1.42 per MBF (C5.35#).

US Forest Service is currently doing road maintenance work on 19N16 road and will be replacing 1 culvert. Culvert replacement is expected to take 1 day and all road work is expected to be completed by 9/22/16.

Purchaser's operations will be coordinated with USFS road maintenance work (culvert replacement) on road 19N16 should Forest Service's road maintenance work not be completed prior to purchaser's planned operations- Road 19N17 may be used as an alternative haul route (C6.315#)

Purchaser must obtain a County Road Encroachment as portions of the Purchaser's operations occurs adjacent to county roads and haul occurs along portions of county roads.

Roadside stumps that are visible within 50 feet of LaPorte Road should be cut to within eight inches of the ground (or as low as possible considering obstacles and safety) and the cut should slope away from travel way.(B6.412).

#### SPECIFICATIONS PURSUANT TO C6.22# PROTECTION OF IMPROVEMENTS.

Underground water lines, above ground water tank, buildings, sheds, overhead powerlines are present in unit 1. Purchaser shall notify Forest Service at least 10 days prior to any operations in the vicinity of improvements identified on Sale Area Map. Purchaser shall protect such improvements from damage and shall be responsible for their timely restoration if damaged by Purchaser's Operations.

#### EQUIPMENT CLEANING

##### B6.35 Equipment Cleaning

Prior to moving Off-Road Equipment onto the sale area, Purchaser is required to either 1) clean equipment of seed, soil, vegetative matter, and other debris that could contain or hold seeds and coordinate with Forest Service for inspection/acceptance, or 2) submit documentation to Forest Service for review/approval that equipment last operated in an area free of invasive species of concern. A list of noxious weeds of concern to the Forest Service is available for Purchaser's inspection at the Supervisor's Office or District Ranger Station.

If the location of prior operation cannot be identified and verified as free of invasive species of concern, the Purchaser shall assume that

the prior location is infested with invasive species of concern.

Prior to moving any Off-Road Equipment from a cutting unit that is shown on Sale Area Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species, Purchaser shall clean such equipment and shall notify Forest Service and schedule an inspection by Forest Service for acceptance that equipment is free of seed, soil, vegetative matter, and other debris that could contain or hold seeds.

#### B6.423 Skidding on Roads

Products may be skidded on permanent roads authorized for hauling under B5.12 only by prior written agreement. Sale Administrator will consult with district Staff prior to written agreement in order to determine mitigation measures needed to maintain the long term integrity of the road to be skidded upon. Road and Travel way shall have any grooves removed after moving material to landing.

Purchaser shall treat stumps of all live trees equal to or greater than 16 inches stump diameter with a borate compound registered with the Environmental Protection Agency in the State of California for prevention of annosus root disease (C6.41#).

This sale requires the treatment of stumps under provision C6.41#. The manufacturer, Wilbur-Ellis Company, of Sporax (borax fungicide used to treat stumps) ceased production. CelluTreat is now the only borax compound available for purchase. As your previously purchased Sporax supplies decline, you will need to switch to CelluTreat.

CelluTreat is a liquid borax formula which is subject to application contractual mitigations for the Sierra Nevada Yellow Legged Frog. Application of CelluTreat necessitates the use of back-pack type sprayers that have some amount of spray drift. Therefore, CelluTreat should not be applied within 100 feet of drainages or waterbodies to prevent harmful indirect effects. Additionally, a dye should be added so stump treatment is clearly discernable for inspection and acceptance under the contract.

There are no California distributors of CelluTreat. It must be ordered on-line from the manufacturer, Nisus Corporation. It is sold in 25 pound buckets. The website for ordering CelluTreat is: <http://nisuscorp.com/wood-preservation/timber-harvesting>. The current price is \$90 per bucket plus taxes and shipping.

CelluTreat (U.S. EPA registration number 64405-8) is very similar to Sporax in terms of its chemistry. However it is mixed with water and applied as a liquid to recently cut stumps. This will require different equipment for application and different personal protective equipment (PPE); refer to the product label for details.

Control areas exist within the Sale Area and are designated with red "CA" (Controlled Area) tags and red and black or blue and black flagging. These areas will be avoided during operations (B6.24#).

#### Waiver of Liquidated Damages:

This is to notify the prospective bidders of the Strawberry Salvage Sale that a Pre-award Waiver, Release, and Limitation of Liability Agreement, as described in B8.341 - Termination by Forest Service and B8.342 - Termination by Purchaser, shall be required prior to the award of this contract. A copy of the Pre-award Waiver, Release, and Limitation of Liability Agreement is available for review at the Forest Supervisor's Office.

Corporations submitting an offer under this solicitation must include form AD-3030-FS Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants.

The United States Department of Agriculture (USDA) prohibits discrimination in its programs on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. Persons with disabilities who require alternative means of communication of program information should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).