TIMBER SALE PROSPECTUS

Sale Name :	109A Timber Sale	**Type of Sale :**	Premeasured
National Forest :	NFS In Alabama	**Ranger District :**	Bankhead
Bidding Method :	Sealed Bid	**Bid Guarantee :**	$17,000.00

Location of Bid Opening : District Office, Double Springs, AL

Date : 07/12/2016 **Time :** 09:00 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 2400-6T 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.

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 payment units, 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 109A Timber Sale is located approximately 10 miles northeast of Double Springs, AL on the Bankhead National Forest in Winston County, Alabama including 416 acres of which 416 acres of which an estimated 185 acres are marked and/or designated for cutting. The method of cutting includes about 105 acres of clearcutting with reserves and 80 acres of commercial thinning.

This is a premeasured timber sale. The following list of included timber by method of cut is for information purposes only. Refer to the sample contract for specific requirements.

All trees meeting utilization standards in AT2 within leave trees marked payment units 1 and 2, (LTM as designated on the sale area map), are designated for cutting except for those trees that are marked with paint at eye level and below stump height with ORANGE marking paint. Unit boundaries are marked in ORANGE paint also.

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 Rates per Unit of Measure

							Required Deposits	
Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Advertised Rates	Base Rates	Slash Disposal	Road Maintenance
Hardwoods	Sawtimber	CCF	338.00	N/A	$87.23	$21.18	$0.00	$2.34
Southern Yellow Pine	Sawtimber	CCF	1,994.00	N/A	$62.29	$16.27	$0.00	$2.34
Hardwoods	Pulpwood	CCF	622.00	N/A	$10.36	$4.45	$0.00	$2.34
Softwood - Other	Pulpwood	CCF	1,009.00	N/A	$9.03	$4.19	$0.00	$2.34
	TOTAL	CCF	3,963.00				$0.00	$9,273.42

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of $104,937.00 is included in total timber value.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 03/15 and 11/01. Contract termination date is 11/01/2018. 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.

By the midpoint of the last normal operating season, or 12 months from the initial periodic payment, whichever date is first, the purchaser shall have paid for, or in lieu thereof, deposited cash in the amount of 75 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 $17,000.00 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. Not Applicable.

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 Region IV, 1375 Peachtree Street, NE Suite 587, Atlanta, GA 30367, (404) 347-3573.

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.

-- PRE-ENTRY CONFERENCE: A pre-entry conference will be held with the Forest Service Representative, designated Purchaser's Representative and Logging Contractor before the start of logging operations. The purpose of the meeting is to ensure that there is a clear understanding of the contractual requirements and obligations of all parties concerned.

-- ADVANCED DEPOSIT: It is recommended that the Purchaser enters into an agreement to provide "Advance Cash Deposit" to facilitate the timely removal of additional timber marked during the course of the sale for landings, temporary roads, skid trails, etc., as they can not be cut and removed without being paid for first.

-- FINANCIAL REVIEW: A financial review will be required of Purchaser having never purchased a Forest Service timber sale unless the sale is to be paid for in-full in advance or a payment guarantee for bid value of sale plus associated chargesis provided prior to contract award. Purchaser not having purchased and operated a FS sale in the last 3 years or have experienced significant financial changes (bankruptcy) maybe required to under go a financial review.

-- SAFETY: Purchaser is responsible for erecting and maintaining appropriate safety warning signs on road and/or trails within or adjacent to sale area at locations specified by the Forest Service and/or as agreed to in the Purchaser's Safety and Traffic Control Plan.

-- PREHAUL MAINTENANCE: Prehaul maintenance is required on FS roads 109 and 109A. Work includes: (FS109) -surface blading and spot placement of 75 tons of 1" gravel; (FS109A) - surface blading and spot placement of 25 tons of 1". A cost allowance of $4,448.55 was given in the appraisal for this work. Purchser will be required to give a copy of the rock tickets to the Forest Service once this rock is delivered.

-- DURING HAUL MAINTENANCE: During haul road maintenance by the Purchaser is required on some FS roads. Work includes: FS road 109A - 125 tons of 1" gravel will be required to be placed on this road. FS Road 109 - 50 tons of 1" gravel will be required to be placed on this road. explain requirement. A cost allowance of $6,125 was given in the appraisal for this work. Purchaser will be required to give a copy of the rock tickets to the Forest Service once this rock is delivered.

-- POST HAUL MAINTENANCE: Post haul maintenace will be required on FS 109 and FS 109. The work for both of these roads consists of a final blading after all timber is hauled. A cost allowance of $948.55 was given in the appraisal for this work.

-- TEMPORARY ROADS: There is an anticipated need for temporary road building on this sale. To facilitate hauling, light maintenance work will be required which includes skidder blading, curve widening and removal of some encroaching trees to increase road width. 50 tons of 1" gravel was allowed for in the appraisal to fill in boggy areas and/or larger pot holes. Also, more gravel may be required by the Forest Service should the purchaser decide to operate in marginal weather conditions and the additional rock is needed to facilitate hauling.

-- SLASH TREATMENT (GENERAL): Created logging debris will be lopped and scattered to within 2 feet of the ground at and adjacent to landings and delimbing areas. Upon agreement, this debris can be scattered back over the cutting unit or on main skid trails having exposed soil. In unit 2, whole tree skidding is required and slash is to be piled at the landing.

-- SLASH TREATMENT (SPECIFIC): Within payment unit 2, all slash accumulated at the landings and delimbing area shall be piled, unless it is agreed in writing that slash can be used to cover area having exposed soil, such as skid trails, for erosion control purposes. Piling will be accomplished with a machine of such size that will cause minimal damage to the residual timber and with an acceptable brush piling blade. Piles will meet the criteria identified below:
Piles shall be in the immediate vicinity of the landing or delimbing area.
Piles shall be reasonably compact and free of soil.
Piles shall be located at least 50 feet from residual timber and 100 feet from protected streamcourses.
If more than one pile is needed in an area, they should be no more than 100 feet apart.
All objects that extend for more that 5 feet in any direction from the pile profile will be cut off and returned to the pile.

-- EROSION CONTROL (GENERAL): Purchaser shall construct warterbars and/or dips for diversion of water from roads, skid trails and/or landings as designated on-the-ground by the Forest Service. Should waterbars fail or not function properly during a 1-year period after being construction, the Purchaser is responsible for their repair.

-- EROSION CONTROL SEEDING: As designated by the Forest Service, the Purchaser is required to revegetate areas where logging and/or construction activities have exposed mineral soil. Mulching of exposed soils on slopes greater than 6% and having no tree canopy will be required. Temporary roads will be ripped/disked with seed, fertilizer, lime and/or mulch spread uniformly over treatment area in accordance with contractual requirements. Purchaser may request that the required work be performed by the Forest Service under a Cooperative Agreement. If the Forest Service agrees to preform said work, the Purchaser will deposit $756.00 LUMP-SUM.

-- Units 1 and 2 are both leave tree marked units with all trees to be left banded in orange paint. The blue paint in unit 2 is for Forest Service sale preparation purposes only and has no contractual meaning.

-- Purchaser be aware: In this sale, approximately 29% of the sawtimber product volumecomes from the 10 and 12" dbh classes. Due to the size of the trees and the nature of the logging operation(feller-buncer, grapple skidder and limbing gate), a high percentage of this small sawtimber wil be processed as chip-n-saw material. A quality adjustment of -7% was given in the appraisal. This -7% was taken off the SYP sawtimber indicated advertised rate to account for this chip-n-saw diameter material.

-- It will be the responsibility of the purchaser to coordinate with the county and state to acquire the necessary permits to access county roads and state highways.

-- For questions concerning this timber sale, contact Blake Addison at 1-205-489-5111.