

**TIMBER SALE PROSPECTUS**

<b>Sale Name :</b>	Payne Creek Re-Package	<b>Type of Sale :</b>	Premeasured
<b>National Forest :</b>	NFS In Alabama	<b>Ranger District :</b>	Bankhead
<b>Bidding Method :</b>	Sealed Bid	<b>Bid Guarantee :</b>	\$15,200.00

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

**Date :** 09/13/2016

**Time :** 09:30 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 sale area is located in the Bankhead National Forest, approximately 7 miles north of Double Springs in Winston County, Alabama including 733 acres of which an estimate 230 acres are marked and/or designated for cutting. The method of cutting includes about 185 acres of commercial thinning and 45 acres of clearcutting.

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 that meet utilization standards listed in AT2 within Leave Tree Marked Payment Units 1-3 (LTM as shown on the sale area map) are designated for cutting except those trees that are marked with paint at eye level and below stump height with ORANGE paint. Unit boundaries are marked in ORANGE paint also.

All trees that meet utilization standards as listed in AT2 within Cut Tree Marked Payment Units (CTM as shown on the sale area map) that are designated for cutting have been marked by a paint spot below stump height and at eye level with YELLOW paint in Unit 4 and BLUE paint in Unit 5. Individual trees shall be cut so as to leave paint visible on the stump. Unit boundaries are marked in Orange 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

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Advertised Rates	Base Rates	Required Deposits	
							Slash Disposal	Road Maintenance
Hardwoods	Sawtimber	CCF	155.00	N/A	\$78.78	\$18.46	\$0.00	\$0.48
Southern Yellow Pine	Sawtimber	CCF	2,465.00	N/A	\$48.44	\$12.92	\$0.00	\$0.48
Hardwoods	Pulpwood	CCF	248.00	N/A	\$8.76	\$4.05	\$0.00	\$0.48
Softwood - Other	Pulpwood	CCF	1,954.00	N/A	\$8.92	\$4.08	\$0.00	\$0.48
	<b>TOTAL</b>	CCF	4,822.00				\$0.00	\$2,314.56

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$96,993.00 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 \$16,000.00 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 charges is 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.

-- PAYMENT UNIT RELEASE: No more that two (2) Payment Units will be allowed "open" at any one time, unless otherwise agreed to in writing.

-- 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.

-- PROTECTION OF IMPROVEMENTS: Purchaser's operations will protect improvements, as identified on the the Sale Area Map, from damage. If damaged, the Purchaser will take immediate necessary actions to repair and/or mitigate the damage. Improvements to be protected are a powerline running through Unit 1, a post gate in Unit 2, a wildlife opening in Unit 3, and a post gate and three trail educational signs leading to Unit 5.

-- SPECIAL AREAS: Special Protection Areas, identified on the Sale Area Map by SA, occur within Payment Units 1, 2, and 3. All equipment is prohibited from entering these areas without prior written agreement. Every effort will be made not to fall trees into these Areas. Should this occur trees can be pulled from protected areas without getting equipment inside the areas or the tree will be bucked off at the point on the tree where it crosses the protection boundary.

-- PREHAUL MAINTENANCE: Prehaul maintenance is required on FS Road 142B. Work includes: FS 142B - removal of earth barrier and dozer blading of all or designated portions of the road. A cost allowance of \$262.20 was given in the appraisal for this work.

-- DURING HAUL MAINTENANCE: During haul road maintenance by the Purchaser is required on some FS roads. Work includes: FS Road 142 - 1 mile of surface blading with a dozer and 75 tons of 1 inch gravel will be required to place on this road. FS Road 234EA - 25 tons of 1 inch gravel will be required to place on this road. FS Road 142B - 0.2 mile of surface blading with dozer and 25 tons of 1 inch gravel will be required to place on this road. Purchaser will be required to give a copy of the rock tickets to the Forest Service once this rock is delivered. A cost allowance of \$5,041.50 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. 100 Tons of pit-run gravel was allowed for in the appraisal to fill in boggy areas and/or larger pot holes. 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 delimiting areas. Upon agreement, this debris can be scattered back over the cutting unit or on main skid trails having exposed soil.

-- SLASH TREATMENT (SPECIFIC): Purchaser shall lop and scatter all created debris to lie within 2 feet of the ground in Slash Treatment Zones, as identified on the Sale Area Map. The width of zones is 100 feet as measured from the edge of Highway 33 into the portions of Unit 2 and 3 that borders the highway.

Within the two portions of Unit 5 east of 142, all slash accumulated at landings and delimiting areas shall be piled, unless it is agreed in writing that slash can be used to cover areas 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.

-- EROSION CONTROL (GENERAL): Purchaser shall construct waterbars 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 constructed, 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 \$1895.00 LUMP-SUM.

-- Purchaser will pay \$2,314.56 of Recurrent Maintenance deposit in addition to stumpage payments. A cost allowance of \$2,314.56 was given in the appraisal for this deposit. Additional stumpage added after contract execution will include a road maintenance deposit of \$0.48/CCF.

-- Units 1, 2, 3 are Leave Tree Marked Payment Units with all the trees to be left banded with ORANGE paint. Units 4 and 5 are Cut Tree Marked Payment Units with all the trees to be removed in Unit 4 banded in YELLOW paint and all the trees to removed in Unit 5 banded with BLUE paint.

-- Directional Felling of timber will be required in Unit 2 and Unit 3 within the slash treatment zones to assure that the timber is felled away from Highway 33. Directional felling of timber will also be required in Unit 1 to assure that timber is felled away from the powerline present.

-- Purchaser be aware: In this sale, approximately 60% of the sawtimber product volume comes from the 10" and 12" dbh classes. Due to the size of the trees and the nature of the logging operation (feller-buncher, grapple skidder, and limbing gate), a high percentage of this small sawtimber will be processed as chip-n-saw material. A quality adjustment of -13% was given in the appraisal. This -13% 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 205-489-5111.