TIMBER SALE PROSPECTUS

Sale Name :	Rotary Blowdown SSTS	**Type of Sale :**	Scaled
National Forest :	Eldorado	**Ranger District :**	Pacific
Bidding Method :	Sealed Bid	**Bid Guarantee :**	$11,400.00

Location of Bid Opening : Placerville, CA

Date : 08/04/2014 **Time :** 02:00 PM

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.

This sale is set aside for small business firms with 25 or fewer employees. The Forest Service shall readvertise the sale without restriction on the size of bidders if no self-certifying, qualified small business concern makes a valid bid.

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.

T11N R13E, Sec. 1-4 and 10-13; T11N R14E, Sec. 1-3,6,7,11,17 and 18; T11N R15E, Sec. 2-4,6,9-11,14,15 and 22; T11N R16E, Sec. 6-8 and 17-19; T12N R13E, Sec. 34 and 35; T12N R14E, Sec. 2-4,10-31,34 and 35; T12N R15E, Sec. 6,18,19,22,23,26-29 and 31-33;

T13N R14E, Sec. 3-5,8-11,13-15,17,18,20-28,33 and 34; T13N R15E, Sec. 5-8,17-20 and 29-32; T14N R14E, Sec. 12-14,24,28 and 32-34; T14N R15E, Sec 30; MDB&M. Concentrations of blowdown timber required to be removed are shown on Sale Area Map. Purchaser and/or Forest Service may locate additional blowdown timber within sale area to be removed.

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

							Required Deposits	
Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Minimum Acceptable Bid Rates	Base Rates	Slash Disposal	Road Maintenance
Douglas Fir	Sawtimber	MBF	6.00	N/A	$108.25	$6.00	$0.00	$2.40
Incense Cedar	Sawtimber	MBF	13.00	N/A	$116.74	$10.00	$0.00	$2.40
Lodgepole Pine	Sawtimber	MBF	1.00	N/A	$77.33	$2.00	$0.00	$2.40
Ponderosa Pine	Sawtimber	MBF	92.00	N/A	$60.88	$10.00	$0.00	$2.40
Sugar Pine	Sawtimber	MBF	16.00	N/A	$61.06	$10.00	$0.00	$2.40
White Fir	Sawtimber	MBF	1,123.00	N/A	$93.27	$6.00	$0.00	$2.40
	TOTAL	MBF	1,251.00				$0.00	$3,002.40

The minimum acceptable total sale value bid for advertised timber is $113,564.58. 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.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 06/01 and 10/15. Contract termination date is 07/15/2015. 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.

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.

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 $12,000.00 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. Preferential award of this sale to a self-certifying, qualified small business concern is authorized by section 15 of the Small Business Act of 1958. Firms eligible for such preferential bidding must have 25 or fewer employees and must certify their status in accordance with instructions enclosed with the bid form. The bidder, by signing the bid for advertised timber, certifies its small business status and agrees to the provisions of the sample contract including disposal and record keeping.

The high bidder's size status is subject to verification by the Small Business Administration (SBA). A small business that does not qualify for the program must obtain a recertification of size from SBA before self-certifying again for small business set-aside sales.

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-FS, 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.

SCALING

This timber sale contract has been designated for Third Party Scaling and includes C6.815 - Third Party Scaling Services. Under this provision, the Purchaser shall bear and administer the cost of scaling services.

SPECIAL INFORMATION

The following special information does not supercede the Sample Contract or Sale Area Map.

1. Volume Determination

THIS SALE HAS NOT BEEN CRUISED. The quality, size and cut volume per acre of the timber are based on visual estimates where blowdown is present. Volume is not guaranteed.

2. Designation of Timber

The purpose of this sale is for the removal of dead and unstable hazard trees and existing blowdown on approximately 1793 acres within designated subdivisions.

Blowdown timber is designated in accordance with C2.353#, Designation by Damage Class. Concentrations of known blowdown are identified on the Sale Area Map and are a priority for removal as stated in C6.315# - Sale Operations Schedule.

Hazard trees would be marked in advance of removing blowdown timber in the vicinity. Additional hazard trees could be agreed to pursuant to B2.134 - Minor Damage By Natural Causes. All dead and unstable hazard trees would be confined to an area within 200' of included National Forest System roads or within designated campgrounds or administrative sites and must be tall enough to reach an actual road bed or other improvements.

Hand felling and limbing is required in all subdivisions. All subdivisions have a stump height requirement based on 1/3 the stump diameter up to a maximum height of 12 inches except in Campgrounds and Developed Sites where the maximum stump height of 6 inches is required.

Boundaries of units have not been identified on the ground.

This is a flat rate sale for all species.

3. Road Use

a. Surface Replacement Deposits. Sale average is $5.59/MBF and will be paid in addition to Road Maintenance ($2.40/MBF) and stumpage deposits.

b. Road Maintenance. Haul road maintenance, as specified in C5.31# - Road Maintenance Requirements shall be performed concurrently with log hauling to facilitate compaction of the bladed road surface. Post-haul maintenance is expected to consist of minor work (assuming compliance with during-haul road maintenance requirements) to ensure drainage features are functional on traveled road way.

c. Water use. See Sale Area Map for specific locations. These and other sources may be used when Forest Service agrees in writing. Complete abatement shall be continuous as needed to abate dust. Due to the ongoing drought, some water sources may not be available for use and Purchaser may need to haul water from longer distances.

d. The appraised haul route to the Sierra Pacific Industries Lumber Mill in Lincoln begins at Ice House road (ELD 147) and Peavine Ridge road (11N55) proceeding north up Ice House Road to Wentworth Springs road (ELD 63), then proceeding east to Highway 193, then north to Highway 49 to Auburn, then west to Newcastle, then Highway 193 to Lincoln.

If purchaser wants to use an alternate haul route, it shall be subject to agreement with the Forest Service. The alternate haul route shall be from contract area south on Ice House road to Highway 50, then west to Hazel Avenue, to Sierra College Blvd, to Highway 80, to Highway 65 , then to Lincoln.

4. There are several Reserve Trees that shall be protected in accordance with C2.3# and C6.32# and are identified with a red paint band and/or a metal band around the bole of the tree.

5. C6.24# - Site Specific Protection Measures (4/2004) is included in this contract. CA-1 No operations permitted within areas posted with pink or pink and black checkered flagging. CA-2 No operations permitted within areas posted with pink and chartruese flagging. CA-3 No operations permitted within areas flagged with orange flagging and the words "Noxious Weed" printed on it.

6. C6.315# - Sale Operations Schedule. (8/2006)

a. Unless otherwise agreed in writing, Contractor's Operations shall be performed in accordance with the following schedule: Portions of Subdivision 10 - Logging operations are prohibited between February 1 and August 15 to minimize disturbance to the Bald Eagle. Portions of Subdivisions 2, 4, 10, 17 and 18 - Logging operations are prohibited between February 15 and September 15. Portions of Subdivisions 2-4, 6, 7, 9, 11, 12, 15, 16 and 18 - Logging operations are prohibited March 1 and August 15. Road Use and Maintenance is permitted in all LOP areas.

b. Unless otherwise agreed, removal of specified blowdown areas identified on the Sale Area Map will be completed by October 1st, 2014.

c. See provision C6.315# for other restrictions applicable to timber removal

7. C6.7# Slash Treatment

The specific slash requirements are included in the sample contract. A general narrative summary of the slash treatment is as follows:

a. SCAT 18" applies to all subdivision outside of the 50' pile zones with the following exceptions: not within campgrounds, adminstrative areas or other protected areas subject to C6.315#. Logging Slash shall be scattered to reduce slash concentrations with slash being generally left within 18 inches of the ground as shown on Sale Area Map. Logging Slash shall be scattered into openings away from and without unnecessary damage to residual trees. All scattered logs shall be limbed, placed away from trees and positioned so they will not roll. When Scattering is specified, another method may be used by agreement.

b. FELL Damaged Small Trees. Subject to restrictions in C6.315#, all trees smaller than the minimum d.b.h. in A2 and over 5 feet in height and damaged beyond recovery by the Purchasers Operations shall be felled. Such trees shall be limbed to a stem diameter of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and shall be bucked into lengths not exceeding 20 feet.

c. Pile - Subject to restrictions in C6.315#, Logging slash smaller than 10 inches in large end d.o.b. and 10 feet long shall be hand piled for disposal by Forest Service along National Forest System roads (50'), campgrounds, and administrative sites.

d. Remove - Within designated campgrounds and 50' outside of site boundaries and improvements. Material not meeting Pile specifications will be removed to designated landings.

8. C6.41# - Directional Felling. Directional felling will be required in order to protect roads, all campground improvements, streams, sensitive sites, and property not owned by Forest Service.

9. C6.42# - Ground Based Skidding. Specifications for skidding included timber are: TRAC - location of skid trails, ENDL - endlining where needed, MAX-12' - maximum size of skidder (Rubber Tired skidders are required in all campgrounds and administrative sites), SUSP - leading end suspended, SPACE - 100' limit on skid trail spacing.

10. Specified Fire Requirements - Bidders are encouraged to review the sample contract provisions for fire prevention: K-H.2# - Specified Fire Precautions. (06/2012), and K-H.2.2# - Emergency Precautions. (06/2012).

Rotary Blowdown SSTS: Prospectus Attachment

The Project Activity Level (PAL), an industrial operation's fire precaution system, will be used for this project. The average of all weather stations on the Eldorado National Forest will be used to calculate the PAL. The historic average days per month for the period from May through October at each PAL value is shown in the following table.

Project Activity Level Climatology

Eldorado National Forest: Average of all Weather Stations

Years Analyzed: 2004 - 2010

Working Operating Season - May 1-Oct 30 (predicted PAL used) excludes Sundays and Holidays

PAL:	**A**	**B**	**C**	**D**	**EV**	**E**
Month	**Average Days per Month at Each PAL Value**					
May	9	3	4	0	0	0
June	4	8	8	4	0	0
July	0	1	16	5	0	0
August	0	0	6	14	2	0
September	0	1	6	10	2	1
October	4	3	8	3	1	0
Total Days per Season	**17**	**16**	**48**	**36**	**5**	**1**

Prospectus Attachment: Rotary Blowdown SSTS

Table A

C6.315# - SALE OPERATIONS SCHEDULE. (08/2006)

SCHEDULE PURSUANT TO C6.315# - SALE OPERATIONS SCHEDULE (8/2006)

Subdivision/ Area/Unit	Conditions of Operation	Purpose
All Subdivisions	Unless otherwise agreed, removal of specified blowdown areas identified on the Sale Area Map will be completed by October 1st., 2014	To harvest known concentrations of blowdown.
All Subdivisions	No equipment use or harvesting activities permitted during specified time in areas designated as LOP (Limited Operating Period) as shown on the Sale Area Map. Road maintenance is acceptable.	Protection of wildlife and recreational use.
All Subdivisions	No removal of blowdown or hazard trees in protected areas shown on Sale Area Map except blowdown timber along the following roads, 12N21, 12N05, 12NY06, 12NY06A, 12NY06B, 13N29A, 13N31A, 13N31AN, 13N43, 13N77 and 13N86 is included timber. Only trees located within the road prism (includes cut and fill slopes) may be removed. This includes the portion of those trees outside of the road prism. Trees that are completely outside of the road prism must be left in place. In addition, hazard trees may be felled for the purpose of safety in protected areas but must be left in place unless the tree falls into the road prism.	For wildlife and soils benefits
All Subdivisions	No equipment, removal of blowdown or hazard trees, or felling of small damaged trees as listed in C6.41#, C6.42 and C6.7# is permitted within buffers of streams or other protected areas as shown on Sale Area Map (i.e. meadows).	For water quality and aquatic habitat protection
All Subdivisions except in designated campgrounds, administrative sites, and all road prisms.	Notwithstanding Specifications in C6.7# all unmerchantable blow down logs and unmerchantable felled hazard trees (trees that do not meet merchantability standards) will be retained and left in place.	For wildlife and soils benefits
All water supply locations	Sites used to draft water shall be approved by Forest Service prior to use. A Forest Service approved screen covered drafting box or other device shall be used to create low entry velocity.	Minimize removal of aquatic species.