

**TIMBER SALE PROSPECTUS**

<b>Sale Name :</b>	Dingo Two Aspen Restoration	<b>Type of Sale :</b>	Scaled
<b>National Forest :</b>	Tahoe	<b>Ranger District :</b>	Sierraville
<b>Bidding Method :</b>	Sealed Bid	<b>Bid Guarantee :</b>	\$26,400.00

**Location of Bid Opening :** Tahoe National Forest - Forest Supervisor's Office, Nevada City, CA

**Date :** 09/21/2015

**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 Sale Area is located 5 air miles southeast of Sierraville, CA. Main access to the Sale Area is via Highway 89 North, Forest Service Roads: 89-55 (Rice Canyon Road), and 05 (Treasure Mountain Road). The Sale Area includes approximately 218.7 acres of harvest area. The Sale is a green sale with a Leave Tree Mark and Individual Tree Mark for sawtimber and Designation by Description for non-sawtimber. This Sale consists of a combination of Aspen Restoration, Group Selection and Thinning from Below. This Sale requires a combination of Mechanical Harvesting (fellerbuncher), handfalloing of oversized trees, and endlining to protect resources. All Subdivisions

are pre-designated. All LEAVE trees (LTM) are marked with WHITE paint above and below stump height for retention. All sawtimber CUT trees (ITM) are marked with BLUE paint above and below stump height for cutting in the Thinning areas.

**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
Combined Softwood	Sawtimber	Ton	20,572.00	N/A	\$12.81	\$8.95	\$1.81	\$0.25
	<b>TOTAL</b>	Ton	20,572.00				\$37,235.32	\$5,143.00

The minimum acceptable total sale value bid for advertised timber is \$263,527.32. 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 Softwood	Grn Bio Cv	Ton	\$0.10	\$1.81	\$0.25

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$194,715.00 is included in total timber value.

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 07/01 and 10/15. Contract termination date is 10/15/2019. 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 \$27,000.00 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.** 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>.

**CRUISE STANDARDS:** The sampling error for sawtimber is 8.94%.

**OUTSIDE NORMAL OPERATING SEASON STANDARDS:** If a potential bidder intends to conduct operations outside the Normal Operating Season (NOS) as shown in Standard Provision A(T) 16 of the sample contract, be advised that administration of operations by the Forest Service outside of the stated NOS will be under the guidance of the "Outside Normal Operating Season Standards" for the Tahoe National Forest. These standards are available for review at the office soliciting bids for this contract. It is recommended that potential bidders review these standards prior to bidding.

**TEMPORARY FACILITY INSTALLATION AND REMOVAL - C5.208#.** Construction of three temporary stream crossings on existing temporary roads. These three crossings (shown as crossings 1, 2, and 3 on the Sale Area Map) are needed to access Subdivision 129; Subdivisions 122, 139, and a portion of 142; as well as an existing landing north of Subdivisions 141 and 143. Temporary crossings will be removed the same season they are installed. Removal will occur no later than October 15th of the season of installation. Crossing 1 - needed to access the landing for Subdivision 141 and 143, will use an existing low water crossing and will need the west side of the crossing rocked to re-establish and maintain channel flow and protect water quality; Crossing 2 - needed to access the Subdivisions 122, 139, 142, 163, and 176 will require the temporary installation of a 24 inch culverts, filter cloth, and clean rock as fill; and Crossing 3 - needed to access Subdivision 129 for skidding to landing; will require the temporary installation of a 24 inch culvert and clean rock or logs as fill.

Two temporary crossings for skidding across dry intermittent streamcourses are also planned for Subdivisions 162-A and 165. Use of these crossing will require installation of culvert, filter cloth, and logs or clean rock. Temporary crossings will be removed the same season they are installed. Removal will occur no later than October 15th of the season of installation.

Skidding operations will only be permitted when soil moisture conditions are such that compaction, gulying, and/or rutting will be minimal - see contract provision C6.315# - Sale Operations Schedule for specific requirements. In Aspen Restoration subdivisions, equipment may operate only when soils are dry to a minimum of 10 inches. In thinning and group selection subdivisions, low-ground pressure equipment may operate off of designated skid trails when soils are dry to a depth of 4 inches. High-ground pressure equipment may operate off of designated skid trails when soils are dry to a depth of 10 inches. Off of designated skid trails, limit all equipment passes over the same piece of ground to reduce the potential for adverse soil compaction. Operations conducted Outside the Normal Operating Season (NOS) or during wet periods within the NOS, will utilize the TNF Wet Weather Operations Guidelines.

The Total Volume by Species for this sale is:

Species	MBF	CCF	Green TON
SP/WWP	Unest.	Unest.	Unest
PP/JP	708.34	1333.9	4911
WF/RF	1973.44	3794.7	13568
IC	Unest.	Unest.	Unest.
LP	327.26	714.6	2092
Total	3009	5843	20572

Biomass (Volume Subject to Agreement) 4895 Green TON

Water Drafting Requirements - Sierra Nevada Mountain Yellow Legged Frog (SNMYLF): In addition to the requirements of contract provision C5.35# - Road and Water Supply Use, see contract provision C6.315# - Sale Operations Schedule for special requirements related to water source use and drafting of water for road maintenance and dust abatement in SNMYLF habitat areas.

Surface Replacement Deposits are being collected in the amount of \$0.43 per green ton for all products removed. Total collection planned to be made on the included sawlog volume for Surface Replacement is \$8,823.23. Additional deposits will be collected for material removed that is subject to agreement.

Road Maintenance Deposits are being collected in the amount of \$0.25 per green ton for all products removed. Total Road Maintenance deposit collection planned to be made on this sale is \$5,241.35 for the included sawlog volume. Additional deposits will be collected for any material removed that is subject to agreement.

Slash from falling and skidding operations shall be removed from the travelway of roads: 89-55, 89-55-02, and 89-55-15; and piled on the uphill side of the road, or removed to a landing or other agreed disposal location. Slash shall not be pushed off the roads into areas adjacent to Rice Creek and meadow. Concentrations of logging slash shall be hand piled within the 50 foot slash disposal strip on either side of the roads per the requirements of C6.7# - Slash Treatment unless other methods are agreed to.

SCALING - 100% Weight Scaling shall be used for all Included Products. Unit of measure shall be GREEN TONS. A copy of the weight certificate for each load shall be returned with the load receipt ticket to the Resource Clerk at the Truckee Ranger District Office, Truckee, CA.

CULTURAL RESOURCE PROTECTION - Sites are confidential and not shown on the Sale Area Map. A separate map with the locations is available for review at the Sierraville RD Office. Cultural Resource sites are flagged on the ground with Blue and Black striped flagging. Within Aspen Restoration areas, individual aspen trees with historic carvings that are to be protected during operations, are identified with Blue and Black striped flagging tied around the tree bole. See contract provision C6.24# - Site Specific Protection Measures.

WATER QUALITY PROTECTION - To ensure protection of water quality and meet water quality standards, areas that are disturbed by operations conducted under this contract, the Purchaser will be required to backblade, hand rake, and/or mulch as designated by Forest Service per Contract Provision C6.315# - Sale Operations Schedule. Typically this will be areas disturbed by skidding, yarding corridors, endlining, stream crossings, temporary roads and landings. Areas of disturbance, particularly within Riparian Habitat Conservation Areas (RHCA's) - 150 to 300 foot width both sides of stream channel, or steep slopes above RHCA's, where designated by Forest Service will be mulched with weed free straw, slash, wood chips, or other material as agreed to. See sample contract provision C6.315# - Sale Operations Schedule, for additional special requirements for operations conducted within RHCA's. Under contract provision C6.6# - Erosion Prevention and Control, a maximum of 35 acres has been appraised for as Purchaser required work. All operations conducted under this contract are subject to the requirements of the Lahontan and/or Central Valley Regional Water Quality Board "Timber Waiver".

TIMBER SUBJECT TO AGREEMENT - C2.11#. Within the sale area there is an estimated 4,895 green tons of Non-Sawtimber material: Other Softwood (CS - Green Bio CV) material. This is material accumulated in the landing and consists of non-sawtimber trees (6.0 - 9.9 inches DBH) cut and removed to the landing, and tops with limbs attached from the sawtimber trees designated for cutting. Upon purchaser written request and agreement by the Contracting Officer, this material may be included under C2.11# - Timber Subject to Agreement, as product to be removed and paid for at the flat rates shown in A2 of this contract plus required deposits. Brush Disposal (BD) rates may be reduced for the sawtimber removed, depending on the type and amount of non-sawtimber removal agreed to and the corresponding slash disposal work reduced or eliminated. If removal is agreed to, the actual quantity of material removed for payment purposes and BD rate reduction will be determined by weight scale in green tons.

HARVESTING REQUIREMENTS - The Contract Area includes approximately 218.7 acres of Subdivisions to be treated. This is a green sale with a Leave Tree Mark and/or Individual Tree Mark for sawtimber and Designation by Description for non-sawtimber. The silvicultural treatments for this contract consist of a combination of Aspen Restoration (130.2 acres), Group Selection (7.3 acres), and Thinning from Below (81.2 acres). The harvesting equipment requirement for this contract requires a combination of Mechanical Harvesting (fellerbuncher), handfelling of oversized trees, and endlining to protect resources. Whole tree yarding (no limbing) of sawtimber and non-saw timber trees to the approved landing is required prior to processing. Maximum cut tree size for this sale is 29.9 inches DBH, except for Aspen Restoration subdivisions that have a maximum cut tree size of 39.9 inches dbh. Within Subdivisions as shown on the Contract Area map, the treatment of stumps greater than 14 inches diameter with a borate compound is required under contract provision C6.41#. Non-sawtimber trees (6.0 - 9.9 inches dbh) in Thinning Subdivisions are designated for cutting using contract provision C6.351# - Designation by Spacing. Non-saw trees in Aspen Restoration and Group Selection Subdivisions are

designated for cutting unless marked as leave trees (LTM) with WHITE paint under contract provision C2.35#. Yarding (YUMD) to landing of non-sawtimber trees 6.0 inches to 9.9 inches DBH designated for cutting under contract provisions C2.35# and C2.351 is required for ALL Subdivisions per contract provision C6.7#. Non-sawtimber trees and tops with limbs attached from sawtimber trees are Included Product by agreement (optional removal). Non-saw trees and sawtimber tops shall be decked separately from delimiting slash on the landing for Forest Service disposal if removal is not agreed to. Decks and slash piles shall be located on landing(s) such that decks and slash piles can be burned separately. Limbs from sawlog processing (delimiting) will be treated as landing slash to be machine piled. Limb slash may be used for erosion control material (mulch) subject to the requirements of C6.315# where designated by the Sale Administrator under contract provision C6.6# - Erosion Prevention and Control.

**TIMBER AND BOUNDARY DESIGNATION** - All Subdivisions are pre-designated. All leave tree marked trees (LTM) are marked with WHITE paint above and below stump height for retention in the Aspen Restoration, and ORANGE paint in the Group Selection Subdivisions above and below stump height. All individual (cut) tree marked trees (ITM) are marked with BLUE paint above and below stump height for cutting in the Thinning Subdivisions. Non-sawtimber trees (6.0 - 9.9 inches dbh) in Thinning Subdivisions are designated using contract provision: C6.351# - Designation by Spacing. Boundaries are marked with 2 ORANGE tags facing into the Subdivision and single tags facing along the Subdivision line; stumps are marked with ORANGE paint. In addition to tags and paint, signs and flagging are used to denote resource protection and/or equipment exclusion areas.

Additional requirements related to operations are covered under C6.315# - Sale Operations Schedule. See Sample Contract for additional special requirements listed by sale subdivision. These requirements include: soil dryness requirements; road use and snow removal related to winter recreation (OSV use); RHCA requirements - streamcourse protection and equipment limitations; etc.

**LIMITED OPERATING PERIODS FOR PROTECTION OF WILDLIFE** - A Limited Operating Period (LOP) will be in effect for Subdivisions: 39A, 39B, and 146; from February 15 through and including September 15 for a northern goshawk protected activity center (PAC). No operations are allowed in the listed subdivisions during the LOP. This LOP maybe modified by the Forest Service, if surveys determine nesting periods have differed from the one listed or nesting will not be affected within a 1/4 mile of harvesting activities.

**FIRE PRECAUTIONARY SYSTEM** - The Project Activity Level (PAL), an industrial operation's fire precaution system, will be used for this sale. The PAL East SIG will be used to Calculate the Project Activity Level. The "Normal Operating Season" is from July 1 to October 15. The Fire Precautionary Period is April 1 through December 1. The Expected Days per Month at each PAL value for the "Normal Operating Season" is shown in the following table.

**PROJECT ACTIVITY LEVEL CLIMATOLOGY**

Station/SIG/Unit: PAL East

Month	PAL LEVEL					
	A	B	C	D	Ev	E
	Expected Days per Month at each PAL Value					
May	5.6	8.4	11.8	3.9	1.4	0.0
June	4.1	7.3	12.9	4.3	1.6	0.0
July	0.7	2.7	13.4	8.1	5.8	0.2
August	0.7	1.9	10.1	8.9	8.3	1.2
September	2.0	3.0	11.6	7.1	5.6	0.5
October	4.7	6.6	12.6	5.1	2.0	0.0
November	10.3	9.8	9.0	0.8	0.1	0.0

**NOTICE OF LITIGATION:** "Bidders are hereby put on notice the Dingo EA and 2004 Sierra Nevada Framework Plan Amendment NEPA document and associated decision, which provides the authority to conduct this project, is currently involved in litigation. This may result in contract suspension, modification, or termination. The contract provides for limited remedies in cases of suspension, modification, or termination due to litigation. These remedies are further limited by the PRE-AWARD WAIVER, RELEASE, AND LIMITATION OF LIABILITY AGREEMENT, which will likely be required prior to award of this contract."

**Notice of Waiver - Release of Liability:** Due to the litigation of the 2004 Sierra Nevada Framework Plan Amendment, the Contracting Officer is unlikely to award this contract until either the litigation is resolved or the high bidder signs a standard Pre-award Waiver, Release, and Limitation of Liability Agreement. A copy of the Pre-award Waiver, Release, and Limitation of Liability Agreement is available for review at the Forest Supervisor's Office.

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