TIMBER SALE PROSPECTUS

Sale Name :	Casa (MP)	**Type of Sale :**	Premeasured
National Forest :	Stanislaus	**Ranger District :**	Mi-Wok
Bidding Method :	Sealed Bid	**Bid Guarantee :**	$600.00

Location of Bid Opening : Stanislaus National Forest, Supervisor's Office, 19777 Greenley Road, Sonora, CA 95370

Date : 08/16/2011 **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 2400-6T 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.

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 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 Casa (MP) Timber Sale is located approximately 4 airmiles southeast of Mi-Wuk Village, California (T.2N., R.16E., Sections 13, 24 & 25; MDB&M) between the North Fork of the Tuolumne River, Basin Creek and Cottonwood Road on the Mi-Wok Ranger District. An estimated 1,894 CCF (628 MBF) of sawlogs and 755 CCF (2,075 Green Tons) of green biomass is to be harvested on approximately 168 acres. This multi-product thinning sale is to be whole-tree tractor harvested utilizing mechanized harvest methods. Within Cutting Units 241, 242 and 243, timber meeting minimum sawlog specifications (10.0 inches d.b.h.) has been marked with Blue tracer tree marking paint above and below stump height. Other trees and material meeting non-sawlog (biomass) specifications has not been marked. This non-sawlog material has been designated by description. Biomass includes small green trees, tops of sawlog trees, and designated cull and dead trees. Cutting unit boundaries are designated with Orange tracer paint rectangular spots above d.b.h. and stump marks at ground level. The sale has a maximum diameter limit of 30 inches d.b.h. (with the exception of hazard and right-of-way trees).

Hand piling of slash and the covering of piles is required within the 50-foot roadside strips. On landings, non-chippable logging slash is to be machine piled. Elsewhere on the Sale Area, slash is to be lopped and scattered to a height not to exceed 18 inches. See Sale Area Map and Sample Contract Provision CT6.7# - Slash Treatment for specific wording.

Purchaser will be required to: Remove brush and trees within the roadway limits which impedes vehicular travel and sight distances, or interferes with road maintenance operations pre-harvest, and install driveable waterbars (with associated features) post-harvest. See Sample Contract Provision CT5.4# - Road Maintenance, T-Specifications and Drawings for Proposed Timber Sale Roads for specific details.

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.

Road Construction Costs. The advertised rate does not include the estimated cost of specified road construction. The estimated road construction cost has been included in the appraisal as a cost that the purchaser will incur. The purchaser will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT and bidders should consider the cost of road construction when developing their bids.

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	CCF	27.00	N/A	$1.00	$1.00	$2.77	$0.45
Incense Cedar	Sawtimber	CCF	180.00	N/A	$5.00	$5.00	$2.77	$0.45
Ponderosa/Jeffrey Pine	Sawtimber	CCF	898.00	N/A	$5.00	$5.00	$2.77	$0.45
Sugar Pine	Sawtimber	CCF	33.00	N/A	$5.00	$5.00	$2.77	$0.45
White/Red Fir	Sawtimber	CCF	1.00	N/A	$1.00	$1.00	$2.77	$0.45
Required Removal at Fixed Rates								
Combined Softwood	Grn Bio Cv	CCF	755.00	N/A	$0.25	$.25	$2.77	$0.45
	TOTAL	CCF	1,894.00				$5,246.38	$852.30

The minimum acceptable total sale value bid for advertised timber is $5,583.00. 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. Purchasers are responsible for the cost of specified road construction. Specified road construction costs ARE NOT available to use as credit for the payment of stumpage, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT.

This sale contains contract provisions for stumpage rate escalation. Tentative bid rates for timber , except Incense Cedar Sawtimber and Combined Softwood Grn Bio Cv apply, subject to quarterly adjustment during the contract period.

This is a deficit sale. The appraised stumpage rates have been increased by $14,094.28 to reach base rates.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 05/01 and 10/31. Contract termination date is 03/31/2013. 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.

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

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total bid value of the sale, rounded up to the nearest $100 when the total bid value is $10,000 or less; and rounded up to the nearest $1,000 when the total bid value exceeds $10,000 or $2,000.00 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. The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the timber sale purchaser. Sufficient information to permit a prospective bidder to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this sale.

Road Number	Road Name	Traffic Service	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
02N93A	0	D	0.03 / 0.05	$380.00	R
02N93	0	C	0.65 / 1.05	$10,985.60	R
02N07	Reconstruction	C	2.55 / 4.1	$37,200.40	R

* C = Construction
R = Reconstruction

Total estimated construction cost allowed in appraisal is $48,566.00

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.

The Project Activity Level (PAL), an industrial operation's fire precaution system, will be used on this sale. The Mt. Elizabeth Weather Station will be used to calculate Project Activity Levels. The "normal operating season" is from May 1 to October 31. The expected days per month at each PAL value for the "normal operating season" is as follows:

May: A, 8 days; B, 7 days; C, 13 days; D, 2 days; EV, 0 days and E, 0 days; June: A, 3 days; B, 6 days; C, 17 days; D, 3 days; EV, 1 day and E, 0 days; July: A, 0 days; B, 2 days; C, 16 days; D, 10 days; EV, 3 days and E, 0 days; August: A, 0 days; B, 1 day; C, 9 days; D, 14 days; EV, 5 days and E, 1 day; September: A, 1 day; B, 3 days; C, 10 days; D, 10 days; EV, 5 days and E, 1 day; and October: A, 3 days; B, 7 days; C, 13 days; D, 6 days; EV, 2 days and E, 0 days

If "hot saws" are utilized for harvest operations, additional special preventative measures are required. See Sample Contract Provision CT7.22# - Emergency Precautions for specific requirements.

For Road Reconstruction, the Forest Service has appraised material from a commercial source in Jamestown, CA. Forest Service has not obtained any committment for price, quality, or when, or if, such material would be available.

Harvest Operations are subject to limited operating periods. See Sample Contract Provision CT6.315# - Sale Operation Schedule for specific requirements.

Purchaser will be required to subsoil landings, temporary roads, and main skid trails. See Sample Contract Provision CT6.6 - Erosion Prevention and Control for specific requirements.

Equipment is prohibited in the exclusion zone adjacent to protected streamcourses. The exclusion zone starts at the edge of the active channel where slopes rise uniformly from the stream or at the outer edge of: the first slope-break adjacent to the stream; flat or nearly flat ground adjacent to the channel; obligate riparian shrub and/or tree communities associated with any of the above. See Sale Area Map for Skidding and Mechanical Harvesting equipment restrictions in relationship to these exclusion zones.

In addition to the $2.77/CCF collection for Slash Deposits, there is a collection of $0.45/CCF for Road Maintenance Deposits and $1.31/CCF for Surface Replacement Deposits.

The Casa (MP) Sale is being advertised concurrently with the Casa (MP) SBA Set-Aside Sale. If a self-certifying small business concern makes a valid bid on August 9, 2011 for the Set-Aside version, the Forest Service will withdraw this offering.