

**TIMBER SALE PROSPECTUS**

|                          |                      |                          |             |
|--------------------------|----------------------|--------------------------|-------------|
| <b>Sale Name :</b>       | South FR 339 Salvage | <b>Type of Sale :</b>    | Premeasured |
| <b>National Forest :</b> | Allegheny            | <b>Ranger District :</b> | Marienville |
| <b>Bidding Method :</b>  | Sealed Bid           | <b>Bid Guarantee :</b>   | \$12,200.00 |

**Location of Bid Opening :** Marienville Ranger District Office, 131 Smokey Lane, Marienville, PA 16239

**Date :** 07/25/2013

**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 2400-6T 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 South FR 339 Salvage Timber Sale is located approximately 8 miles Northeast of Ridgway,PA, along Forest Road 339. The Sale Area contains approximately 140 gross acres. The sale consists of 3 payment units totaling 89 acres. Cutting is confined to 89 acres.

Individual Trees, Cut Tree Marking BT 2.35 (All Payment Units)

All Included Timber is designated as Cut Tree Marked (CTM), as shown on Sale Area Map. Trees are designated for cutting with paint at DBH and stump. Color designations are shown in special provision CT 2.355#.

**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 |
| Black Cherry     | Sawtimber | CCF             | 347.00               | 15.9        | \$341.86         | \$117.00   | \$0.00            | \$9.36           |
| Hardwood - Other | Sawtimber | CCF             | 27.00                | 14.3        | \$47.79          | \$41.03    | \$0.00            | \$9.36           |
| Hardwood - Other | Pulpwood  | CCF             | 961.00               | 9.2         | \$1.90           | \$1.90     | \$0.00            | \$9.36           |
| <b>TOTAL</b>     |           | CCF             | 1,335.00             |             |                  |            | \$0.00            | \$12,495.60      |

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$44,806.00 is included in total timber value.

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 05/15 and 03/01. Contract termination date is 09/30/2014. 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 \$13,000.00 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, 1128 State ST, STE 200 Erie, PA 16501, (814) 461-1492.

## **20. GENERAL.**

U. S. Department of Agriculture Quarantines: Quarantines of forest products against the spread of emerald ash borer (EAB) (entire states of Pennsylvania, Ohio, Michigan, and West Virginia, and western New York - Allegheny, Cattaraugus, Chautauqua, Chemung, Erie, Livingston, Monroe, Niagara, Ontario, Orleans, Schuylers, Steuben, Yates, Wayne, and Wyoming Counties), pine shoot beetle (entire state) and gypsy moth (entire state) are now in effect in Pennsylvania. Timber from this sale comes from within the quarantined area for emerald ash borer, gypsy moth and pine shoot beetle. The buyer is responsible for understanding and complying with all applicable quarantines, including those in affect in other states. Please contact the regional office of U.S. Department of Agriculture, P.O. Box 1554, Williamsport, PA 17701, telephone 570-322-5784 or see their website: [http://www.aphis.usda.gov/plant\\_health/plant\\_pest\\_info/emerald\\_ash\\_b/downloads/multistateeab.pdf](http://www.aphis.usda.gov/plant_health/plant_pest_info/emerald_ash_b/downloads/multistateeab.pdf) for further information on regulations, inspections, and certification to move regulated articles out of quarantined areas.

Equipment Cleaning: This sale contains standard provision BT6.35 - Equipment Cleaning. Off road equipment used on this sale (such as skidders, forwarders, and construction equipment) shall be free of noxious weeds of concern, and free of soil, seeds, vegetative matter, or other debris that could contain or hold such seeds, prior to moving onto the Sale Area, and for subsequent moves off the Sale Area. Glossy Buckthorn has been found in all Payment Units of the South FR 339 Salvage Timber Sale. Equipment must arrive on the Sale Area clean, and leave the Sale Area clean. An appraisal adjustment has been made for the cleaning of such equipment. The Sale Area Map depicts units infested with specific noxious weed species of concern. Maps of known locations are available for inspection at the Forest Supervisor's office in Warren, PA. A list of noxious weeds of concern to the Forest Service is available for inspection at the same location.

Road Bonding: State and Township roads are subject to weight limit restrictions and may require bonding. Bonding of Township or State roads is the responsibility of Purchaser.

Protect Improvement (BT6.221) - There are oil and gas wells, roads, and pipelines across the sale area.

Protect Improvement (BT6.22) - All Forest Service System roads and trails.

Showing: No formal showing is planned for this sale. If prospective bidders have any questions regarding the sale they should contact the Marienville Ranger District at 814-927-5700. Office hours are 8:00 am - 4:30 pm, Monday - Friday, except holidays.

Temporary Developments: It is estimated that the Purchaser will have to reconstruct 3 landings, install and maintain 3 logging and traffic control signs, and plow snow on Forest Roads. All temporary development costs have been considered in the advertised minimum rates.

Operating Requirements (CT6.134#) : Within Payment Units 01, 02, and 03 cutting and skidding is only permitted during dry or frozen conditions, or the entire normal operating season with the use of equipment meeting low ground pressure requirements. (Soils)

**Skidding and Yarding Requirement (CT 6.42#):** Within Payment Unit 01, 02, and 03, skidding equipment must stay on approved skid trail locations. Trees will be directionally felled to the lead and products yarded to approved skid trails by cable. Existing skid trails must be utilized when possible. (Soils)

**Slash Disposal (CT 6.7#):** Within Payment Unit 01, all operational slash shall be pulled back 50 feet from FR 339, and for an additional 50 feet, lopped and scattered to a depth of 3 feet, concurrent with operations. (Scenery)

**Seed, Lime, Fertilize, and Mulch Requirements (CT 6.6 #):** The estimated total area to be treated is approximately 2 acres.

**Road Maintenance (CT 5.31#):** The road maintenance deposit schedule was calculated for hauling east on FR 339, then north on FR 237 to State Route 948. If the Purchaser elects to use a different haul route, the Forest Service shall determine Purchaser's commensurate share of the road maintenance on the new haul route, and revise the road maintenance deposit schedule in CT 5.32.

**NOTICE:** Prospective bidders are not permitted to cut ANY timber within a payment unit or sale area of an advertised timber sale, whether designated or non-designated, standing, or downed. Felling or cutting of trees, other than included timber under contract, is a violation of Title 36 of the Code of Federal Regulations Sections 261.6(a) and 261.9(a) and punishable by fines of up to \$5,000.00 and/or six months imprisonment per offense charged.

**NOTICE:** Corporations submitting an offer under this solicitation must include form AD-3030-FS Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants.

**NOTICE:** In accordance with Pennsylvania State Law under Chapter 102 of the Clean Streams Act, all operator conducting timber harvest activities must complete and have available on-site a copy of the E&S Plan provided by the Pennsylvania DEP at: <http://www.elibrary.dep.state.pa.us/dsweb/View/Collection-8747>.

Information regarding this offering can be found on the Allegheny National Forest website at: <http://www.fs.usda.gov/main/allegheny/workingtogether/contracting>

**Sale Value:** Total sale value based on advertised rates is \$121,741.65.