

TIMBER SALE PROSPECTUS

Sale Name :	Powerline II Fire Salvage	Type of Sale :	Scaled
National Forest :	Plumas	Ranger District :	Mt. Hough
Bidding Method :	Sealed Bid	Bid Guarantee :	\$2,300.00

Location of Bid Opening : QUINCY, CA

Date : 12/19/2013

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.

Location and Description

The project is located within the footprint of the Chips Fire perimeter, south of Lake Almanor, CA, between the unincorporated towns of Canyon Dam, CA and Belden, CA, and within the vicinity of Butt Valley Reservoir. The legal description is as follows: T26N, R8E, sections 5-7, 18, 19, 30, and 31; T26N, R7E, sections 2, 11-13, 24, and 25; T27N, R8E: sections 28, 29, and 32; T27N, R7E: sections 27, 34, and 35. All townships and ranges are within the Mt Diablo Base Meridian (MDBM). This sale is for the economic recovery of timber

felled as hazards to powerline structures. 9 sawtimber removal subdivisions, totalling 70.1 acres, consists of approximately: 410.6 MBF of salvageable Douglas fir sawtimber; 58.3 MBF of salvageable incense cedar sawtimber; 52.2 MBF of salvageable ponderosa pine sawtimber; 40.9 MBF of salvageable sugar pine sawtimber; 150.8 MBF of salvageable white fir/red fir sawtimber.

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
Salvage Douglas Fir	Sawtimber	MBF	410.58	22.7	\$30.60	\$30.60	\$5.11	\$0.00
Salvage Incense Cedar	Sawtimber	MBF	58.34	21.6	\$34.60	\$34.60	\$5.11	\$0.00
Salvage Ponderosa Pine	Sawtimber	MBF	52.20	21.4	\$34.60	\$34.60	\$5.11	\$0.00
Salvage Sugar Pine	Sawtimber	MBF	40.88	19.8	\$34.60	\$34.60	\$5.11	\$0.00
Salvage White Fir	Sawtimber	MBF	150.77	19.6	\$30.60	\$30.60	\$5.11	\$0.00
TOTAL		MBF	712.77				\$3,642.25	\$0.00

The minimum acceptable total sale value bid for advertised timber is \$22,416.44. 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.

This is a deficit sale. The appraised stumpage rates have been increased by \$38,076.35 to reach base rates.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 06/01 and 10/31. Contract termination date is 12/31/2014. 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.

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 \$3,000.00 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.

THIS IS A SCALED TIMBER SALE. THE VOLUMES REPRESENTED IN THE CONTRACT ARE THE FOREST SERVICE ESTIMATE OF THE AMOUNT TO BE CUT.

LIMITATION OF LIABILITY

This is to notify prospective bidders on the Powerline II Fire Salvage Timber Sale that a PRE-AWARD WAIVER, RELEASE, AND LIMITATION OF LIABILITY AGREEMENT will likely be required prior to award of this contract. A sample of this agreement is available at the Mt. Hough Ranger Station, Quincy, CA 95971.

Notice of Litigation

Bidders are hereby put on notice that the Chips Fire Pacific Gas & Electric Right of Way Salvage Timber Project FINAL DECISION MEMO, which provides the authority to conduct this timber sale, is potentially still open to litigation. If this project is brought under 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.

Contract Term Addition

Due to the urgent need to harvest this salvage sale, the Market Related Contract Term Addition (MRCTA) is not being offered for this sale. It is highly unlikely that the Forest Service will grant a contract term extension on this sale.

B6.35 Equipment Cleaning

Prior to moving Off-Road Equipment onto the sale area, Purchaser is required to either 1) clean equipment of seed, soil, vegetative matter, and other debris that could contain or hold seeds and coordinate with Forest Service for inspection/acceptance, or 2) submit documentation to Forest Service for review/approval that equipment last operated in an area free of invasive species of concern. A list of noxious weeds of concern to the Forest Service is available for Purchaser's inspection at the Supervisor's Office or District Ranger Station. If the location of prior operation cannot be identified and verified as free of invasive species of concern, the Purchaser shall assume that the prior location is infested with invasive species of concern. Prior to moving any Off-Road Equipment from a cutting unit (Subdivision) that is shown on Sale Area Map (SAM) to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species, Purchaser shall clean such equipment and shall notify Forest Service and schedule an inspection by Forest Service for acceptance that equipment is free of seed, soil, vegetative matter, and other debris that could contain or hold seeds. The SAM denotes areas, known by Forest Service prior to advertisement, that are infested with invasive species of concern.

SPECIAL ROAD CONSIDERATIONS

A Traffic Control Plan and other safety requirements, as outlined in B6.33, are necessary for operation on or adjacent to Forest Service Roads and Trails.

Purchaser's ability to use National Forest water supply locations to abate dust may be limited due to site maintenance or drought conditions. In order to meet dust abatement requirements in C5.31# - Road Maintenance Requirements and the Dust Abatement Plan, the use of magnesium chloride may be needed should National Forest water supply locations be inaccessible or have inadequate flow levels, which could limit or exclude their use.

Purchaser must obtain a County Road Encroachment permit if any portion of the Purchaser's operations occurs adjacent to a county road or if any portion of the haul route includes a county road.

SPECIAL CONSIDERATIONS

Urgent Harvesting

This sale is in urgent need of harvesting, a contract term adjustment may be granted on other Forest Service sale(s) to the purchaser of this sale.

- a. The specific geographic tributary area that would apply for the granting of adjustments on existing sales is Plumas, Klamath, Lassen and Tahoe National Forests.
- b. The purchaser shall show how logging this sale would impact operations on existing sales.
- c. Specific classes of sales that would not receive consideration for an adjustment are salvage or insect damage sales.
- d. The calculation of the number of days of contract term adjustment a purchaser would receive would depend upon a case-by-case review and reflect the time lost by logging the sale urgently requiring harvesting.

Due to the urgent need to harvest this salvage sale or project, the Market Related Contract Term Addition (MRCTA) is not being offered for this sale or project. Due to the urgent need to harvest this salvage sale or project, it is highly unlikely that the Forest Service will grant a contract term extension on this sale or project.

B6.423 Skidding on Roads

Products may be skidded on permanent roads authorized for hauling under B5.12 only by prior written agreement. Sale Administrator will consult with district Staff prior to written agreement in order to determine mitigation measures needed to maintain the long term integrity of the road to be skidded upon.

B6.6 Erosion Prevention and Control

Purchaser's Operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. See B6.422 Landings and Skid Trails for mitigation guidelines.

B8.33 Contract Suspension and Modification

Currently there are no known occurrences of Sierra Nevada yellow-legged frog within or near the Powerline II Fire Salvage Timber Sale area. However, if a frog occurrence is detected near or within the sale area, it is possible that the LOP given below could affect timber sale operations in accordance with B8.33.

C6.24# Site Specific Special Protection Measures:

Four nesting sites, as shown on the Sale Area map, is subject to the Limited Operating Periods (LOPs) listed in C6.315# - SALE OPERATIONS SCHEDULE.

Mountain Yellow-Legged Frog. For protection of this specie and habitat the following plan will be followed:

Water Drafting Plan

1. New or existing water draft sites would be evaluated with the Mt. Hough district biologist prior to changes or use. Drafting sites shall be visually surveyed for amphibians and their eggs before drafting begins.
2. Mucked out debris, bedload sediment, etc. shall be transported to an appropriate disposal site (to be designated) if no apparent site is feasible.
3. Maximum draw-down volumes would be estimated prior to use of the draft site. Minimum pool sites would be maintained during drafting using measurements such as staff gauges, stadia rods, tape measures, etc.
4. Back down ramps would be constructed and or maintained to ensure the streambank stability is maintained and sedimentation is minimized. Rocking, chipping, mulching, or other effective methods are acceptable in achieving this objective. As necessary, earthen or log berm, straw waffle, certified hay or rice straw bale berms, or other containment structures would be constructed at the bank full water line to protect the stream bank.
5. Forest personnel and purchasers shall use the Forest Service approved suction strainer (FGM 5161) or other foot vales with screens having openings less than 2mm in size at the end of drafting hoses. The suction strainer shall be inserted close to the substrate in the deepest water available; the suction strainer shall be placed on a shovel, over plastic sheeting, or in a canvas bucket to avoid substrate and amphibian.

Sale Area Map (SAM 3 of 3) indicates known locations of Botanical Resources that are to be avoided, and protected. Known sites are indicated on the ground by blue/black candy stripe flagging or red plastic CA (Control Area) tags stapled to trees.

C6.315# Project Operations Schedule

Prevent disturbances to nesting areas as indicated on Sale Area Map (SAM) - Calif Spotted Owl: March 1st through August 15th; Northern Goshawk: February 15th through September 15th; Osprey: March 15 through August 15 as denoted on SAM. No project activities; excluding road maintenance or hauling may occur within the designated nesting area unless otherwise authorized by Forest Service Representative.

Protection of Soil. Operations may occur when soil is dry; that is, in the spring when soil moisture in the upper 8 inches is not sufficient to allow a soil sample to be squeezed and hold its shape, or will crumble when the hand is tapped. In the summer and early fall after storm event(s) when soil moisture between 2-8 inches in depth is not sufficient to allow a soil sample to be squeezed and hold its shape, or will crumble when the hand is tapped. Winter operations may occur only when the ground is frozen to a depth of 5 inches or over 8 inches of well packed snow.

C6.5 Streamcourse Protection

Unless otherwise agreed in writing, wheel or track laying equipment shall not operate within "Buffer Strips" except as necessary for fire suppression activities. Buffer Strips are areas marked on the ground or are within the distances identified on the Sale Area Map measured from the apparent high water mark of streamcourses. Buffer Strips are given within a table included on the Sale Area Map.

C6.815 Third Party Scaling Services

"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."

DEPOSITS

Surface Replacement Deposits of \$.58 /MBF will be collected.

Brush Disposal Treatment Deposits of \$5.11 /MBF will be collected.

EMERGENCY PRECAUTIONS

The Project Activity Level (PAL), an industrial operation's fire precaution system, will be used in this timber sale. The Plumas National Forest PAL Central Zone Special Interest Group (SIG) will be utilized to determine the Project Activity Levels. The Plumas Central Zone SIG is based on readings from the Cashman, Pierce and Quincy RD Remote Automated Weather Stations (RAWS). Operators can call 1-800-847-7766 to get daily PALS updates. The "normal operating season" is from June 1 to October 31. The Expected Days per Month at each PAL value for the "normal operating season" is shown in the following table:

Plumas NF Central Zone SIG

Average Number of Days per Month per Activity Level 2005-2012

	A	B	C	D	Ev	E
June	1.6	3.9	12.2	4.4	3.9	0
July	0	0.3	8.3	9.9	10.9	0.1
August	0	0	3.2	8.7	17	0.4
September	0	1.1	6.2	8.7	12.3	0.5
October	2.8	3.6	15.8	3.3	0.8	0

Purchasers seeking to deviate from Project Activity Level (PAL) provision requirements for Ev afternoon days (see C7.22# Emergency Precautions) are to submit written requests through the Forest Service Representative or Contracting Officer. The Contracting Officer shall obtain concurrence of Forest Line and Fire Management Officer. Purchaser's request is to include what the Purchaser proposes to do to increase their suppression efforts, minimize fire starts and perhaps increasing fire liability amounts in A.14.