

TIMBER SALE PROSPECTUS

Sale Name:	Admin Helene Salvage	Type of Sale:	Weight Scale
Unit:	USDA Forest Service -- Savannah River		
Bidding Method:	Sealed	Bid Guarantee:	\$600.00

Location of Bid Opening:	Office Address:	USDA Forest Service – Savannah River One Mile Inside Aiken Barricade Building 772-1G, Room 24
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Date: March 13, 2025 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 form FS-2400-6 (6/06) 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 instructions 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 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, cashier's check, official bank check, or bank or postal money order payable to Savannah River Nuclear Solutions (SRNS) 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 Sale Area is located in Timber Compartments 5, 7, 8, and 9 of the Savannah River Site, in Aiken County, South Carolina. The Sale Area includes about 3280 acres, of which an estimated 445 acres are designated for clearcut and an estimated 483 acres are designated for designation by damage (DxDAM).

The following listing of Included Timber by method of cut is for information only:

- a. CLEARCUT / SALVAGE:** Cutting Unit 2 is designated for salvage removal and clearcutting. Remove salvage timber and clearcut the remainder of the stand. Salvage timber is mostly blowdown from Hurricane Helene. It includes broken, damaged, and leaning trees.
- b. DESIGNATION BY DAMAGE:** Cutting Units 1, 3, and 4 are designated for cutting by the Designation by Damage method Salvage timber is mostly blowdown from Hurricane Helene. It includes broken, damaged, and leaning trees.
- c. BOUNDARIES:** Trees marked with three horizontal stripes of **ORANGE** paint at eye-level, and a spot below stump height are unit boundary trees and are not to be cut. Where roads or streams or other obvious features can serve as boundaries, there may be no boundary trees marked.

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 (Tons)	Appraised Rates/Ton	Weighted Average Advertised Rate/Ton
Pine	Biomass	Tons	11,722	\$0.27	\$0.42
Mixed Hdwd	Biomass	Tons	2,047	\$0.15	

5. PERIOD OF CONTRACT. The normal operating season covers the period January 1 to December 31. Contract termination date is **June 30, 2026**. Extensions of this contract may be granted only when the purchaser has met specified conditions. The purchaser must submit a general operating plan 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 general operating schedule, the purchaser must submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations 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. Purchaser may 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 Standard Provision 9.

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 and 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. At time of award, 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 stumpage value representing 25 percent of the total bid value of the sale has been charged and paid for on the statement of account.

By the midpoint between award date and the termination date on contracts of more than one year but less than two years in length, 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.

For contracts two or more years in length, 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. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 12 months past the contract termination date.

8. 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.

9. 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, 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.

10. 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 for not more than 5 years, or both".

11. 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.

12. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017). These rules require each participant, in this case the 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 participant enters into covered lower tier transactions, these lower tier participants must certify their eligibility. The lower tier certification titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transactions must be provided to the lower tier participant, but completed certifications are not required to be submitted with bid forms. Purchaser must keep these lower tier certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for lower tier transactions are provided as an addendum to the bid form.

13. 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, 1835 Assembly Street, Room 1472, Columbia, South Carolina 29201-2453.

14. GENERAL.

a. Show-Me Trip:

Time:	08:00 AM	Place:	Savannah River Site, Building 772-1G, Lobby	Date:	March 6, 2025
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Please contact this office by noon, March 5, 2025, if you plan to attend the Show-Me Trip. If you are interested in inspecting this timber or discussing the conditions of the sale, contact the Forest Service office, one mile inside the Aiken Barricade near New Ellenton South Carolina, or call (803) 725-8722.

b. Weight Scale Sale: This is a weight scale sale. Purchaser will pay Forest Service for actual quantities harvested from the sale area, based on the weight as determined by Forest Service approved scales. An amount equal to an estimated 45- to 60-day harvest quantity, as determined from Purchasers rate of production (on an ongoing basis), must be deposited into your timber sale account, either as cash, payment bond, or other acceptable guaranteed payment method, before logging can commence.

c. Required Insurance: Purchaser must show proof of liability insurance in the minimum amounts listed below before commencing operations on the Savannah River Site.

Workmen's Compensation and Employer's Liability:	\$ 100,000
General Liability Insurance for Bodily Injury Liability:	
Minimum per occurrence:	\$ 500,000
Automobile Liability Insurance	
Minimum per person:	\$ 100,000
Minimum per occurrence for bodily injury:	\$ 500,000
Minimum per occurrence for property damage:	\$ 10,000

d. Restricted Access: The Savannah River Site is a secure DOE facility with restricted access. Individuals wishing access to the Site to view the timber offered or to work on Site, must possess a valid DOE security badge and must check-in with Forest Service dispatch (803 725-3891) or SRSOC (803 725-1911) prior to going into the field and upon returning from the field, each day. Failure to notify dispatch of your location and status is considered unauthorized Site access and can result in your badge being confiscated. Contact Forest Service at (803) 725-0246 for more information and to initiate the security badging process.

e. Safety and Security : Reporting Location: Your location grid number must be reported to Forest Service Dispatch or the Savannah River Operations Center (SRSOC) when you are working in remote locations (areas other than in one of the building complexes). You must report in when you arrive on Site after you enter the Site through a manned barricade or prior to entering the Site, if entering the Site at a non-gated access point. You must also report to dispatch when you change grid locations and when you leave the Site. Individuals working alone, or each crew, must have in their possession, a DOE pager and cell phone so that they can be contacted in case of an emergency and notified of Site activities and/or areas to avoid (i.e., areas being burned, deer hunt areas, emergency preparedness drills, or toxic releases). Pagers and grid maps will be issued by

Forest Service at Building 772-1G, Room 10. Sale Area Maps now have grid designations. Do not go or send anyone to a remote location on Site unless you know the grid location, and the individuals going to the remote location have a working pager and cell phone. Pagers must be kept in working condition after they are assigned – batteries are Purchaser's responsibility. If pager becomes inoperative, it must be immediately returned for exchange.

f. Safety – Transportation: Purchaser shall furnish, install, and maintain all temporary traffic control devices on roads open to other users, to provide users with adequate warning of hazardous or potentially hazardous conditions associated with the Purchaser's operations. The roads include Road 1, Road 2, Silverton Rd, and Steed Pond Rd.. The Contracting officer or designee and the Purchaser shall agree in writing to a specific Traffic Control Plan prior to the Purchaser commencing operations. Devices used (signs, etc.) shall be appropriate to current conditions and shall be covered or removed when not needed.

g. Safety – Cutting Adjacent to Roads: Spotters will be needed by Purchaser to control traffic and/or keep cutter operator informed of traffic on Road 1, Road 2, Silverton Rd, and Steed Pond Rd. when any timber or slash is being cut along them. Any advance notification requirements must be agreed to in the Traffic Control Plan.

h. Safety – Loading and Unloading Heavy Equipment: Prior to unloading heavy equipment, Purchaser must review safety requirements (a job hazard analysis) for loading and unloading heavy equipment with operations crews and provide documentation of the review to Contracting Officer.

i. Safety – Equipment Inspection: Before heavy equipment can be put into service, it must be inspected by Purchaser to ensure that it meets basic safety standards and does not leak lubricants, coolants, and/or hydraulic fluids, or otherwise present a contamination risk to the SRS. Safety features originally installed on the equipment, such as back-up alarms, seatbelts, and protective cages must be functional and used. Equipment that does not pass inspection cannot be used until nonfunctioning safety features are repaired and made operational. Each piece of equipment must have a suitable fire extinguisher and the fire extinguisher must be in a fully charged condition.

j. Safety – Stop Operations: DOE Site Policy allows anyone to stop an operation for unsafe conditions (real or perceived). Please keep this in mind and make sure your crew members and crew leaders are aware of this policy. Forest Service should be immediately notified if operations are stopped by anyone other than a Forest Service contract administration team member. A list of the Forest Service contract administration team members will be provided to the Purchaser by the Contracting Officer at the time of contract award so that Purchaser and his representatives know who has been authorized to give and receive instructions under this contract.

k. Pre-operations Meeting: The Purchaser or his representative shall have a pre-operations meeting with the Forest Service Representative before operations begin. This meeting is to provide each party an opportunity to discuss the details of the contract, billing procedures, logging plans, transportation plans, roads to be used for hauling, timber subject to agreement, safety plans, and other matters pertinent to successfully operating the sale according to contract requirements.

l. Bid Form: Please review the bid form. This bid form is for weight scaled timber sales with one weighted-average bid price for the listed products. There is only one bid rate that you must make. This will apply to all products of the sale. Also, please be sure to complete ALL of the required portions of the Bid Form, including item 16b, parts a and b and whether a manufacturer or non-manufacturer. Do not include your tax ID or Social Security Number on the bid form. The Forest Service on the Savannah River Site does not use these, and we do not want personally identifiable information (PII) on the bid form. SRNS will request this information from you if they do not already have it from previous contracts. Also, if you are a corporation, you must complete Form AD-3030-FS, Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants.

m. Plan of Operations and Annual Operating Plans: A Plan of Operations is required to be submitted to Forest Service within 60 days of contract award, or before starting operations, whichever occurs first. The Plan of Operation must show how the Purchaser intends to operate the sale in order to complete it by the Contract Termination Date. Also, before starting work each year, Purchaser must submit an Annual Operation Plan specifying the work that is intended to be completed during the calendar year.

n. Landing and Skid Trail Locations: Landings have been or will be designated by Forest Service. They must be approved for use by Site Archeology before they can be developed or used. If alternate landings sites are desired by Purchaser that have not been approved, they must be reviewed and approved by site Archeology before Forest Service will consent to their use. Landing locations desired but not approved by site Archeology should be submitted to Sale Administrator for approval at least three weeks in advance of the planned need for use so Site Archeology has time to schedule their evaluation. Skid trail locations shall be agreed to by Purchaser and Forest Service prior to development or use.

o. Cruise Methods: This sale is a designation-by-damage (DxDam) and clearcut. Timber quantities were estimated from 49 1/20th acre plots. The sample plots were distributed across all cutting units. Only actual quantities as determined from the weight tickets from approved, certified, scales must be paid for.

p. Purpose of Sale: This sale is to remove salvage timber due to significant wind damage from Category 4 Hurricane Helene on September 27th, 2024. Large areas of the watershed throughout all compartments were affected by straight line winds. The hurricane left a significant amount of down, damaged, and leaning trees within these areas. Harvest area includes about 415 acres of salvage timber removal and clearcutting.

q. Requirements for Protection of Improvements: The Purchaser shall protect and take financial responsibility for repairs of any damage, other than normal wear and tear, caused by Purchaser's operations to roads, railroad tracks, power lines, fences, gates, signs, monitoring wells, or other improvements that may exist in the Sale Area.

r. Directional Felling (DF): Directional felling is required for trees within 100 feet of main gravel roads. Refer to the Sale Area Map for Directional Felling requirement areas. These are labeled "DF" on the Sale Area Map. The logging crew must be briefed by the purchaser on the contract requirements for directional felling along roads and any well sites and on how the crew will

operate to meet the contract requirements for notification, safety, protection of private property, and traffic control. Should a tree or logging debris land on roads, it must be removed immediately and safely.

s. Directional Felling Adjacent to Overhead Power Lines: (06/20) Within Cutting Unit(s) or Subdivision(s) 1, 2, 3, 5, 6 and 7,. designated timber within 100 feet of overhead power lines (power line directional felling zones – PZ) shall have their direction of fall controlled by appropriate means necessary to prevent them from striking power lines. Any instance of a tree striking a power line, power pole or power pole supporting guy wire during felling or skidding operations shall be treated as an accident and reported immediately to Forest Service.

t. Slash Treatment – General: Purchaser shall remove all logging slash and other debris resulting from Purchaser's operations, from rights-of-way, road surfaces, road clearing limits, drainage ditches, trails, private land, and from protected stream courses shown on the Sale Area Map. Slash is defined as all vegetative debris resulting from Purchaser's operations, including limbs, tops, cull logs, bark, wood chunks, pushed out stumps, brush, and damaged residual trees. In the event slash is deposited on other-than-DOE land, Purchaser shall immediately remove such slash.

u. Hunts and Site Closures: The Savannah River Site is subject to controlled hunts in both the spring for turkey and in the late fall for deer. Hunts can interrupt harvest operations, but usually for no more than a day or two for each type of hunt. If hunts are scheduled for this sale area, the Purchaser shall receive advanced notification so alternate plans can be made for the time the hunts are underway. The Department of Energy does not allow other activities to take place within designated hunt areas while hunts are in progress.

v. Site Closures: The Savannah River Site is controlled by the United States Department of Energy. They may close the site to any and all operations if they deem there is a safety or security interest that needs to be addressed. These closures can be on short notice, as has been the case when the Site has been shut down because of potentially hazardous weather conditions. Portions of the Site may also be temporarily closed for training exercises for site security or military operations. You will typically be notified in advance, but there can be instances (though uncommon) where notification is immediate, and workers are directed by site security to cease operations and leave the area.

w. Submission of Bids: Please review Item 3 of the Instructions to Bidders (located at the back of the bid form) and submit bids in conformance with those instructions. Also review Items 16 and 17 in the Instructions to Bidders for certification regarding debarment, suspension, ineligibility, and voluntary exclusion for yourself and your subcontractors. The referenced certification forms (AD-1047 and AD-1048) are included with the bid form and should be completed and kept on file by the bidder awarded the contract, not returned with your bid. Submission of these forms to Forest Service is not required unless requested by the Contracting Officer.