

**TIMBER SALE PROSPECTUS**

<b>Sale Name :</b>	Callis Burn Salvage	<b>Type of Sale :</b>	Premeasured
<b>National Forest :</b>	Idaho Panhandle	<b>Ranger District :</b>	Fernan
<b>Bidding Method :</b>	Sealed Bid	<b>Bid Guarantee :</b>	\$1,200.00

**Location of Bid Opening :** Forest Supervisor's Office, Idaho Panhandle National Forests, 3815 Schreiber Way, Coeur d'Alene, ID 83815

**Date :** 08/21/2008

**Time :** 09:30 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.

This sale is approximately 20 acres in size with harvest to occur on about 9 acres. Harvest activities are located in a single payment unit along Road 436 in the Hamilton Mountain area in a portion of sections 7 and 18, T52N, R1E, of the Boise Meridian, Kootenai County, Idaho.

**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
Douglas-fir and Larch	Sawtimber	CCF	134.00	N/A	\$42.66	\$42.66	\$0.78	\$6.19
Grand Fir and Other (without wood char)	Sawtimber	CCF	132.00	N/A	\$42.66	\$42.66	\$0.78	\$6.19
Grand Fir and Other (with wood char)	Non-Saw	CCF	38.00	N/A	\$1.00	\$1.00	\$0.78	\$6.19
<b>TOTAL</b>		CCF	304.00				\$237.12	\$1,881.76

The minimum acceptable total sale value bid for advertised timber is \$11,385.56. 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 \$6,272.10 to reach base rates.

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$11,310.00 is included in total timber value.

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 06/15 and 10/15. Contract termination date is 08/31/2009. 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. 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 B(T)(P)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 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. 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 is shown to have been cut, removed, and paid for on the statement of account.

**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. In no case will the performance bond be less than \$2,000.00. 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. FINANCIAL ASSISTANCE.** Not Applicable.

**13. SET-ASIDE SALES.** Not Applicable.

**14. 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.

**15. 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.

**16. 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.

**17. 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."

**18. 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.

**19. 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.

**20. 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 Boise Area Office, 1150 North Curtis Road, Suite 201 Boise, ID 83706, (208) 321-2960.

#### **21. GENERAL.**

Douglas-fir and western larch are combined into one species group under the timber sale contract. Grand fir is combined with the other species. This timber was marked and cruised in July of 2008. The average defect for the sale is 31 percent. Unseen cull and breakage for DF was 10% and 15% for GF. The portions of GF logs with evidence of surface discoloration and charring into the knots were defected, but allocated to a non-sawlog category. It is anticipated that this material can be utilized for houselog or better products. It was placed in this low value category since mills may not want these logs. Some mills may not accept logs even if char is only on the bark. Purchaser should investigate intended markets before considering purchase of this offering. Logs with dry faces on the uphill side of GF trees, from woodpeckers removing bark, were given a defect of 1/3 of the log. Non-sawlog timber, as a result of some degree of surface char, will be required payment but optional removal. Roundwood (topwood) will not be required removal because of the high dead component and the tree taper in this area. The cruise was run using INGY volume equations to estimate the volume.

The sale area is accessed from Highway 95 at Silverwood by heading east on the Bunco road for approximately 7 miles to the snowmobile parking area. Proceed up Road 332 for approximately 6.5 miles to the Lakeview turnoff. Continue straight on Road 332 for approximately 5.0 miles to the junction with Road 258. Turn right and proceed on Road 258 for approximately 5.2 miles to Road 436. Turn left and proceed for approximately 1.6 miles to the sale area.

This sale contains three harvest units. All units are individual cut tree marked (CTM) with cut trees designated with a BLUE bole and BLUE stump mark. Live or dead trees without blue paint marking are to be retained. Dead trees that need to be felled for safety reasons are to remain on site and not yarded. The cutting unit boundaries are designated by ORANGE tags stapled to boundary trees with an ORANGE "X" stump mark. Burned areas outside of the unit boundaries will not be considered for additional harvest per NEPA direction.

This sale will require cable and skyline yarding. Units 1 and 3 will require skyline yarding. Unit 2 is a highbank strip where trees are to be winched down to the roadway. The average skyline yarding distance is approximately 500 feet with a maximum reach of approximately 600 feet.

AT17 - Market Related Contract Term Adjustment will not be applicable to this timber sale.

Under CT5.312# - Spot blading and sight distance brushing will be required on Roads 332.4, 258 and 436, as needed to provide for safe log transport. Dust abatement will not be required under this timber sale contract.

Under CT6.10 - Prior to commencement of work, a prework conference will be held to discuss contract terms and work performance requirements.

Under CT6.24# - If an active black-backed woodpecker nest is found within or immediately adjacent to the sale area, cutting or yarding of included timber within a tree length of the nest site will be delayed until after July 31.

Under CT6.316# - No operations will be permitted on weekends or holidays, beginning at 4:00 pm on the day prior to the weekend or holiday. No operations during the winter recreational period of 12/1 to 3/31. No skyline yarding operations that block Road 436 will be permitted during the first 2 weeks of center-fire rifle season. This restriction period will run from October 8 to October 26, unless otherwise agreed. Purchaser will be permitted to block Road 436 when skyline yarding outside of this period, however, the roadway will need to be reopened at the end of daily activities, unless otherwise agreed.

Under CT6.41# - Purchaser will need to utilize flagpersons when felling trees with potential to reach the #436 roadway.

Under CT6.351# - Off road equipment will be required to be cleaned and inspected prior to moving into the sale area.

Under CT6.7 - Purchaser will be required to lop and scatter in the woods prior to yarding in units 1 and 3. Limbs and tops will be required to be removed in unit 2. In unit 2, purchaser will be required to slash and lop submerchantable trees over 6 feet that are severely damaged by purchaser's operations. Purchaser will be required to pile landings for later burning by Forest Service.

