

NATIONAL FOREST TIMBER FOR SALE
ALLEGHENY NATIONAL FOREST

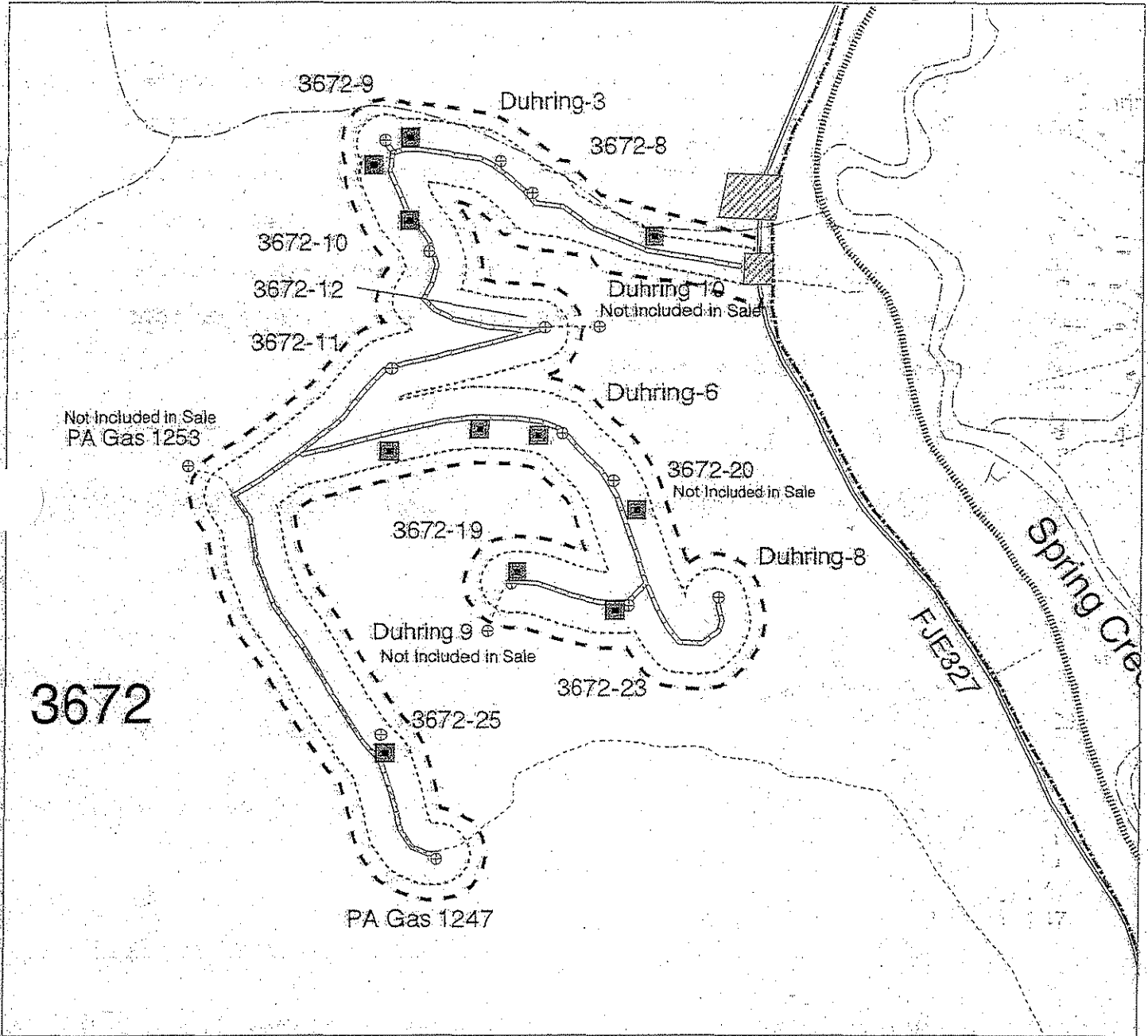
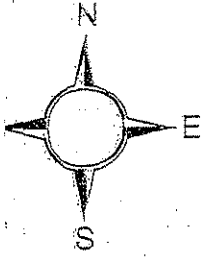
The OGM Case 595 Deck Sale is located within Warrant 3672, Howe Township, Forest County, Pa. The Forest Service will receive sealed bids in public at District Ranger's Office, HC 2, Box 130, Marienville, PA 16239 at 2:00 PM local time on 10/16/2008 for an estimated volume of 167 CCF of Black Cherry sawtimber, 8 CCF of Beech sawtimber, 32 CCF of Red Maple sawtimber, 8 CCF of Sugar Maple sawtimber, and 175 CCF of Hardwood - Other pulpwood marked or otherwise designated for cutting. The Forest Service reserves the right to reject any and all bids. Interested parties may obtain a prospectus from the office listed below. A prospectus, bid form, and complete information concerning the timber, the conditions of sale, and submission of bids is available to the public from the Marienville Ranger Station, HC 2, Box 130, Marienville, Pa. 16239. The USDA is an equal opportunity provider and employer.

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Sale Area Map
OGM Case 595
Deck Sale

Allegheny National Forest
Marienville Ranger District
Warrant 3672
Jenks Township, Forest County, PA



LEGEND

	Settlement Area Boundary		Transportation Systems
	Cutting Unit Boundary		Forest Service
	Proposed Wells		Municipal
	Road Construction		Non-system, OGM, Private
	Approximate Deck Locations		Private Ownership
	Streams		
	Utilities		



Prepared By: BJM Date: 11/07
Revised 08/08

Prep
Rev

TIMBER SALE PROSPECTUS

Sale Name :	OGM Case 595 Deck	Type of Sale :	Premeasured
National Forest :	Allegheny	Ranger District :	Marienville
Bidding Method :	Sealed Bid	Bid Guarantee :	\$6,500.00

Location of Bid Opening : District Ranger's Office, HC 2, Box 130, Marienville, PA 16239

Date : 10/16/2008

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 2400-2 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, cashier's 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 included decked timber is located approximately 6 miles northwest of Marienville, Pa on the the south side of the Duhring Road.

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	167.00	N/A	\$374.01	N/A	\$0.00	\$0.00
Beech	Sawtimber	CCF	8.00	N/A	\$12.00	N/A	\$0.00	\$0.00
Red Maple	Sawtimber	CCF	32.00	N/A	\$42.00	N/A	\$0.00	\$0.00
Sugar Maple	Sawtimber	CCF	8.00	N/A	\$49.72	N/A	\$0.00	\$0.00
Hardwood - Other	Pulpwood	CCF	175.00	N/A	\$1.90	N/A	\$0.00	\$0.00
TOTAL		CCF	390				\$0.00	\$0.00

5. PERIOD OF CONTRACT. Contract termination date is 12/31/2008. 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 cutting.

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 \$7,000.00.

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. Not Applicable.

15. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total bid value plus required deposits for a 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 101, determination of purchaser responsibility, and, if awarded this contract, that bidder will complete the timber sale contract and 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.

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

tions on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by A. 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.

21. GENERAL.

See Attachment A

Sale Value: Total sale value based on advertised rates is \$ 64,629.93

Temporary Developments: It is estimated that the Purchaser will have to construct one new landings, truck turnaround, install one cross drain pipe, and surface private ROW driveway. All temporary development costs have been considered in the advertised minimum rates.

U. S. Department of Agriculture Quarantines: Quarantines of forest products against the spread of emerald ash borer (Butler, Lawrence, Allegheny, and Beaver 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 gypsy moth and pine shoot beetle. The buyer is responsible for understanding and complying with all applicable quarantines. 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/index.shtml for further information on regulations, inspections, and certification to move regulated articles out of quarantined areas.

Information regarding this offering can be found on the Allegheny National Forest website at: www.fs.fed.us/r9/forests/allegheny/

Protect Improvement. There are oil and gas wells and pipelines across the Sale Area.

Load 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 Survey Monuments.

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 814-927-6917. Office hours are 7:30 am - 4:00 pm, Monday - Friday, except holidays.

Attachment A

OTHER CONDITIONS — OGM Case M 595 TIMBER SETTLEMENT
SALE

1. All OGM improvements, including access road (proposed road), well sites, and pipelines as shown on the Sale Area Map are to be protected. If damage is incurred, Purchaser is responsible to repair any damage to proposed road or other improvements as a result of removal of Included Timber to conditions that existed prior to contract award. Such repair may include, but is not limited to blading and crowning road surface, cleaning and/or re-establishing ditch lines, stone replacement, culvert repair or replacement, and any other work reasonably necessary to repair damage and restore improvements to operating condition.

2. Off-road equipment used on this sale 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 Sale Area. Equipment shall be inspected by Forest Service off the Sale Area and approved prior to use.

3. Purchaser shall protect spring with pipe or limestone surfacing on cross country skid road. Purchaser will be required to construct truck turnaround and landing area adjacent to private property. Purchaser will be required to blade off native material and cover road surface with 2B gravel prior to hauling on private property. Purchaser will be required to cover road surface on private property with 2RC gravel upon completion of timber haul. An appraisal allowance has been made.

4. Forest Service may designate additional landing and/or decking areas outside of the Sale Area adjacent or near Duhring Road as needed to facilitate removal of Included Timber.

5. Purchaser is required to utilize a pre-hauler or forwarder configured with self-loader to haul and remove Included Timber from Sale Area over most of the unimproved road. A skidder may be employed subject to Forest Service approval, to assist with dispersal of product decks and some skidding. Subject to Forest Service approval, log trucks with self-loaders may be utilized to remove Included Timber from portions of the Sale Area to the designated haul route.

6. Purchaser shall provide an acceptable performance bond of \$ 7000 for the duration of the contract.

