

**TIMBER SALE PROSPECTUS**

|                          |              |                          |             |
|--------------------------|--------------|--------------------------|-------------|
| <b>Sale Name :</b>       | Curt Pond    | <b>Type of Sale :</b>    | Premeasured |
| <b>National Forest :</b> | Daniel Boone | <b>Ranger District :</b> | Stearns     |
| <b>Bidding Method :</b>  | Sealed Bid   | <b>Bid Guarantee :</b>   | \$3,900.00  |

**Location of Bid Opening :** Forest Supervisors Office, 1700 Bypass Road, Winchester, KY 40391

**Date :** 08/22/2023

**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 2400-6T will be used. Inspect the sale area and the sample contract before submitting a bid. Obtain the appraisal, other information on the timber, and conditions of sale and bidding at Forest Service offices listed above and in the named attached advertisement.

**2. BIDDING.** This is a Sealed Bid sale. Bidders must submit sealed bids on prepared forms they can obtain from Forest Service offices listed above and in the attached advertisement. The forms include instructions for bidding and submission of the required certifications. A bid guarantee must be included with the bid in the form of cash, a bid bond on form FS-6500-13 (4/82) or later, certification of annual bid bond allocation on form FS-6500-13a (4/82) or later, an irrevocable letter of credit, a certified check, bank draft, cashiers check, official bank check, or bank or postal money order payable to the Forest Service, USDA in the amount specified above and in the bid form. The bid guarantee shall be returned to each bidder whose bid is not accepted.

**3. LOCATION AND DESCRIPTION OF TIMBER.** Refer to the sample contract and sale area map attached to the sample contract for legal location of sale area, location of payment units, location of cutting units, the acreage of sale area, and the cutting unit acreage.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE SALE AREA MAP OR SAMPLE CONTRACT.

Pulaski County, Kentucky approximately 7 miles south of Burnside off HWY-751 (Keno Road) and FSR-853 (Curt Pond Ridge Road) on the Stearns Ranger District of the Daniel Boone National Forest. The sale area includes 526 acres, of which a total 124 acres are designated for cutting across 5 payment units. Payment units 1 and 2 can be accessed from HWY-751 and payment units 3, 4, and 5 can be accessed from FSR-853. All trees within units for harvest are designated by Cut Tree Marking (CTM) or Leave Tree Marking (LTM). The estimated volumes consist of 165 CCF of White Oak sawtimber, 461 CCF of Black and Chestnut Oak sawtimber, and 294 CCF of Mixed Hardwoods including Scarlet Oak sawtimber. A 20% devaluation has been applied to account for timber quality.

**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

|                                      |           |                 |                      |             |                  |            | Required Deposits |                  |
|--------------------------------------|-----------|-----------------|----------------------|-------------|------------------|------------|-------------------|------------------|
| Species                              | Product   | Unit of Measure | Estimated Quantities | Average DBH | Advertised Rates | Base Rates | Slash Disposal    | Road Maintenance |
| Mixed Hardwoods includes Scarlet Oak | Sawtimber | CCF             | 294.00               | 16.3        | \$24.99          | \$5.00     | \$0.00            | \$0.00           |
| Black Oak and Chestnut Oak           | Sawtimber | CCF             | 461.00               | 15.6        | \$36.59          | \$5.00     | \$0.00            | \$0.00           |
| White Oak                            | Sawtimber | CCF             | 165.00               | 15.8        | \$87.73          | \$5.00     | \$0.00            | \$0.00           |
| <b>TOTAL</b>                         |           | CCF             | 920.00               |             |                  |            | \$0.00            | \$0.00           |

### Timber Subject to Agreement

| Species            | Product  | Unit of Measure | Fixed Rates | Slash Disposal Deposits | Road Maintenance Deposits |
|--------------------|----------|-----------------|-------------|-------------------------|---------------------------|
| Combined Hardwoods | Pulpwood | CCF             | \$1.00      |                         |                           |

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$38,435.00 is included in total timber value.

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 03/15 and 12/15. Contract termination date is 09/15/2025. 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.

The purchaser must submit a Plan of Operations 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 Plan of Operations, the purchaser must submit an annual Operating Schedule before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual Operating Schedule 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. 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 \$4,000.00 whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 6 months past the contract termination date.

**8. SPECIFIED ROADS.** Not Applicable.

**9. ROAD MAINTENANCE.** Purchaser shall perform or pay for road maintenance work, commensurate with purchaser's use, on roads controlled by Forest Service, and used by purchaser in connection with this sale. Road maintenance requirements are based on the predicted haul route. Any change in the purchaser's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in Section 4 and in the sample contract. Maintenance specifications are in the sample contract.

**10. INAPPLICABLE STANDARD PROVISIONS.** See sample contract.

**11. SPECIAL PROVISIONS.** See sample contract.

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

**13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS.** Not Applicable.

**14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW.** If the total bid value plus required deposits for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the high bidder to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

**15. AWARD.** The Contracting Officer is required to make a determination of bidder responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a purchaser to be responsible, a Contracting Officer must find that:

- a. The purchaser has adequate financial resources to perform the contract or the ability to obtain them;
- b. The purchaser is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The purchaser has a satisfactory performance record on timber sale contracts. A prospective purchaser that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the purchaser's control and were not created through improper actions by the purchaser or affiliate, or that the purchaser has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible contractor. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;

- d. The purchaser has a satisfactory record of integrity and business ethics;
- e. The purchaser has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;
- f. The purchaser is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Bidders, by signing the bid form, certify that, to the best of bidder's knowledge the bidder will meet the requirements in 36 CFR 223.101, determination of purchaser responsibility, and, if awarded this contract, that bidder will complete the timber sale contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber.

**16. FALSE STATEMENTS ACT.** Bidders, by signing the bid form, certify that they are aware that bidder is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

**17. DAMAGES.** This contract shall be terminated for breach pursuant to paragraph 16, 19, and/or 21 of the bid form and the terms of the sample contract if: 1) bidder fails to execute a timber sale contract, furnish a downpayment, or furnish a satisfactory performance bond within 30 days of the award letter's date; or 2) bidder is found to have violated the False Statements Act in making any statement or certification on the bid form including not meeting purchaser responsibility requirements, and bidder has made a false statement. The bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed.

**18. SUSPENSION AND DEBARMENT CERTIFICATION.** Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each timber sale purchaser, to submit a certification for itself, its principals, and its affiliates when bidding on sales. The bidder must designate its status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a timber sale purchaser enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Purchaser must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

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

**19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS.** Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, John C. Watts Federal Office Building, 330 West Broadway, Room 108, Frankfort, Kentucky 40601-1922.

**20. GENERAL.** Corporations submitting an offer under this solicitation must include form AD-3030, Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at: <http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms>.

Requirements for Protection of Threatened and Endangered Species Habitat, Cultural Resource Sites, and Cave Resources: ALL PAYMENT UNITS are within 5 miles of a significant Indiana bat hibernaculum. ALL TREE FELLING ACTIVITIES ARE PROHIBITED IN THESE UNITS SEPTEMBER 1 THROUGH DECEMBER 1. The Contract contains measures needed to protect such areas, but if they prove inadequate, or if other such areas or species are discovered, the Forest Service may either cancel or unilaterally modify this Contract to provide additional protection, regardless of when such facts become known. Either party shall promptly report to the other the discover of any other areas. Refer to the sample contract for specific requirements.

**Road Maintenance:** The purchaser is required to complete road maintenance on an estimated .95 miles of Forest Roads 851, 853 and 853A. Refer to the sample contract for specific requirements.

**Requirements for Protection of Special Areas:** A 150-ft buffer around Curt Pond is shown on the Sale Area Map and identified on the ground. The contract contains measures needed to protect such areas, but if they prove inadequate, or if such area or species are discovered, the Forest Service may either cancel the contract to provide additional protection regardless of when such facts become known. Either party shall promptly report to the other the discovery of any such areas. Refer to the sample contract for specific requirements.

**Requirements for Protection of Improvements:** The Purchaser shall protect and take responsibility for promptly repairing any damage caused to the following improvements located with or adjacent to the Sale Area: (list and describe)

**Erosion Control Requirements:** Purchaser shall revegetate areas where soil disturbance by Purchaser's operations will result in soil losses from erosion, normally by seeding or planting with grasses or other suitable plant material. Purchaser shall vegetate areas designated by the Forest Service in accordance with the specifications listed in the Contract, including temporary roads, skid trails, and landings. Refer to the sample contract for specific requirements.

**Temporary Road Construction:** Purchaser will be required to construct approximately 0.3 miles of temporary roads in order to access timber designated for harvest in Payment Units 1 and 2. The location and clearing widths of all temporary roads and landings shall be agreed to and all timber within the clearing limits shall be paid for before construction is started. The purchaser will be required to place aggregate on Temporary Roads at locations designated by Forest Service. These locations include approaches to surfaced roads, streamcourse crossings, steep grades, or at moist sited and fills over culverts. Refer to the sample contract for specific requirements.

**Requirements for Protection of Improvements:** The Purchaser shall protect and take responsibility for promptly repairing any damaged caused to the following improvements located with or adjacent to the Sale Area: Overhead utility lines and underground water lines in payment units 1, 2, and 3.

There will be a pre-bid show me trip held on July 27, 2023. Participants will meet at the parking lot of the Stearns Ranger District, 3320 US Hwy 27, Whitley City, KY 42653 at 10:00 AM. If you have any further questions about this sale contact Kevin Beck at 859-556-3874.