DCNR, Bureau of Forestry

Changes to Timber Sale Bidding Process

Effective 04/07/2020

PLEASE READ CAREFULLY - The following mandatory changes are being made to the Timber Sale bid process in order to enhance social distancing associated with Timber Sales.

Sale Number: 05-2020BC01

- 1. Timber Sale Tours will NOT be conducted. Interested individuals may visit the prospective Timber Sale site at their convenience.
- 2. Questions regarding the prospective sale will be accepted and answered by sending an email to **Josh Thompson:** to joshthomps@pa.gov
- 4. Bids will ONLY be accepted by United States Mail (or by delivery services, such as Federal Express or UPS).
- Sealed, signed bids must be mailed to: Pennsylvania Department of Conservation and Natural Resources Office of Chief Counsel, 7th Floor Rachel Carson State Office Building 400 Market Street Harrisburg, PA 17101-2301
- Bids must be mailed and Post Marked by (Tuesday, November 10, 2020). The bids will be opened at 12:00 PM, Local Prevailing time, Wednesday (November 18, 2020). The mailing and postmark requirement applies to ALL bids regardless of the mail or delivery carrier used.
- 7. There will be no public bid opening.
- 8. Bids will NOT be accepted in person, by dropping off at a District office or at the Rachel Carson Office Building. All bids must be mailed.
- Prospective bidders may receive a bid envelop by calling and requesting one from the District Office, or they may use their own envelope and MUST print the following on the envelope:
 Timber Sale Bid 05-2020BC01
 Triad Timber Sale
 Bid Opening Date November 18, 2020

Commonwealth of Pennsylvania Department of Conservation and Natural Resources Bureau of Forestry

PROSPECTUS

Rothrock State Forest Timber Stumpage Sale 05-2020BC01 Triad Sale

The Department offers for sale the following FSC® (FSC-C004248) and SFI® (NSF-SFI-FM-C0435749) certified sawtimber and pulpwood stumpage on 206 acres located on Krise Valley Rd., Bechtol Rd., Crowfield Rd., Potter Township, Centre County, Pennsylvania. <u>Bids must be</u> postmarked by Tuesday, November 10, 2020. The bid opening date is Wednesday, November 18, 2020.

VOLUME COMPUTATIONS:

	SAWTIMBER	PULPWOOD			
SPECIES	*MBF	SPECIES	**HCF		
Red Oak	416.101	Red Maple (pulpwood)	358		
Chestnut Oak	327.699	Mixed Oak (pulpwood)	244		
White Oak	67.872	Mixed Oak (pulpwood) (dead)	212		
Scarlet Oak	51.370	Red Maple (pulpwood) (dead)	59		
Black Oak	20.278	Mixed Hardwood (pulpwood)	45		
Sweet Birch	9.590				
Miscellaneous	8.749				
	901.659		918		

*MBF equals 1000 Board Feet

**HCF equals 100 Cubic Feet of solid peeled wood. Multiply the total HCF by 1.47 to convert to standard rough cords. Multiply the total HCF hardwood volume by 2.9 to obtain a rough estimate of hardwood tons. Multiply the total HCF softwood volume by 2.2 to obtain a rough estimate of softwood tons.

Sawtimber volumes are based on the Girard Form Class Volume Tables utilizing the International 1/4 Inch Log Rule. Sawtimber volume for block 1 was 100% tallied. Sawtimber volumes for blocks 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 were Variable Plot Prism Cruised. Pulpwood volume for block 1 was 10% tallied. Pulpwood volumes for blocks 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 were Variable Plot Prism Cruised.

The species, quality, and block volumes may vary from said estimates. Volumes and quality are not guaranteed. No volume adjustments will be made. Bidder should bid on his own estimate of merchantable volume and log quality. No logs will be scaled.

Topwood smaller Than 4 inches diameter inside bark on cutting block(s) all is reserved. Topwood is the upper portion of a felled tree not normally merchantable for any product other than fuelwood because of size, taper, or other defect.

EXPIRATION OF CONTRACT:

This contract will expire on Wednesday, May 31, 2023.

TOUR OF THE SALE AREA:

Timber Sale Tours will not be conducted for the sale area. Prospective bidders may visit site at their convenience. Questions regarding sale will be accepted and answered by sending an email to joshthomps@pa.gov. Questions will be answered via a phone call 12 noon to 3 PM on Wednesday November 04, 2020. Please call (814) 643-2340

TIMBER CRUISING:

The approved products for marking trees by prospective buyers are chalk, paint sticks and marking crayons. Prospective buyers may not use the same color of paint as the bureau in each block unless otherwise authorized in writing by the district forester.

BIDS:

The bid form and envelope may be secured from Bureau of Forestry, 181 Rothrock Lane, Huntingdon, PA 16652-0000, Telephone (814) 643-2340. The outer envelope in which bid is mailed must be clearly marked that it contains a bid for this sale. Print on Bid Envelope the following;

Timber Sale Bid 05-2020BC01 Triad Timber Sale

Bid Opening Date: November 18, 2020

Sealed, signed bids must be mailed to the Pennsylvania Department of Conservation and Natural Resources, Office of Chief Counsel, 7th Floor, Rachel Carson State Office Building, 400 Market Street, Harrisburg, PA 17101-2301. Bids must be postmarked by Tuesday, November 10,

This and other prospectuses may be found on the WEB @

http://www.dcnr.state.pa.us/forestry/stateforestmanagement/timbersales/availabletimbersales/index.htm

2020. The bids will be opened <u>at 12:00 PM</u>, prevailing local time, <u>November 18, 2020</u>. This will not be a public bid opening. A certified, cashier's, treasurer's check or official check or bank, postal or express money order payable to the Commonwealth of Pennsylvania for **\$ 10,000.00 to** guarantee execution of the contract must accompany the bid. **PERSONAL CHECK OR PERSONAL MONEY ORDER WILL NOT BE ACCEPTED AS BID DEPOSIT.** Also, a bid bond on file with the Office of Chief Counsel is acceptable.

Bid deposits not held on file as permanent bid bonds will be handled as follows: Bid deposits will be returned to the unsuccessful bidders immediately following bid opening. The successful bidder's bid deposit will be returned when the contract is executed and a satisfactory performance deposit is furnished as required in the performance deposit section of this prospectus. The successful bidder has the option to apply his bid deposit to the performance deposit or initial payment.

The Department will not consider lump sum bids of less than \$229,066.00. This is the Department's estimated minimum valuation for the timber after a deduction of \$9,060.00 for the Department's estimated cost of construction, improvement and seeding of haul roads. Road and seeding cost estimates are not guaranteed. Bidders should do their own assessment of costs when considering their bid.

The Department reserves the right to reject any or all bids and to waive any informalities, defects, or irregularities in the bids.

PERFORMANCE DEPOSIT:

The successful bidder must furnish as guarantee for performance of their bid commitment a corporate surety bond or a certified, cashier's or treasurer's check or official check or bank, postal or express money order payable to the Commonwealth of Pennsylvania. **PERSONAL CHECK OR PERSONAL MONEY ORDER WILL NOT BE ACCEPTED FOR PERFORMANCE DEPOSIT.** Negotiable securities, including letter of credit, bank savings account or bank investment certificate may be furnished in lieu of the above. The amount of the required performance deposit will be calculated in accordance with the following table:

<u>BID VALUE</u>	PERFORMANCE DEPOSIT
Less than \$50,000	25% of the sum of the bid value plus the Department's estimated road and seeding costs (in the prospectus)
\$50,000 to \$250,000	20% of the sum of the bid value plus the Department's estimated road and seeding costs (in the prospectus)
\$250,000 to less than \$2.5 million	15% of the sum of the bid value plus the Department's estimated road and seeding costs (in the prospectus)
\$2.5 million or more	10% of the sum of the bid value plus the Department's estimated road and seeding costs (in the prospectus)

CURRENCY:

All bids, bid deposits, performance deposits, sales tax and other payments related to this project will be in United States dollars only.

SALES TAX:

The Department will collect sales tax only for the timber that the buyer will consume for his own use and not sell or process for sale to others.

EXECUTION OF CONTRACT:

The successful bidder will be required to execute the Department's Tree Estimate Timber Stumpage Sale Contract. The buyer must furnish a satisfactory performance deposit by the date specified in the cover letter, which will accompany the contract when it is mailed to the buyer for execution. The contract may be examined in the forest district office.

If the highest qualified bidder fails to execute the contract or provide a satisfactory performance deposit, the bidder will be considered in default and will forfeit his bid deposit to the Department as liquidated damages and the timber will be offered to the other qualified bidders in the order of descending bids, or negotiated or re-advertised as appropriate. The consequence of such a default may also subject the bidder to further sanctions under the statewide Contractor Responsibility Program in accordance with Management Directive 215.9 Amended, as issued by the Governor's Office. Such Contractor Responsibility action may result in finding the Bidder non-responsible in subsequent timber sales and preclude an award to the Bidder in those sales.

PAYMENT FOR TIMBER DAMAGES:

The value of timber damaged by buyer will be computed as stated under Paragraph 10, entitled Timber Damage, of the Tree Estimate Timber Stumpage Sale Contract.

CUTTING BLOCK:

This sale is divided into eleven (11) blocks. The order of cutting blocks is optional, except haul road first, which is block one (1). Before logging operations may be started on any cutting block, the stumpage on that block must be paid in full. The buyer has the option to make lump sum

This and other prospectuses may be found on the WEB @

http://www.dcnr.state.pa.us/forestry/stateforestmanagement/timbersales/availabletimbersales/index.htm

payment for all blocks prior to the start of logging operations. Logging operations, including cleanup, must be concluded to the satisfaction of the Department on one block before logging operations may be started on another block unless modified in writing by the Department. Payment for the last cutting block to be purchased must be made by certified, cashier's or treasurer's check; or postal, bank, or express money order payable to the Commonwealth of Pennsylvania. Certified funds may be required for other payments at the discretion of the district forester.

FELLING OF TREES:

All trees marked with yellow or red paint must be felled. All designated trees and unmarked trees 2 inches or more DBH on cutting block(s) 2,3,4,5,6,7,8,9,10,11 must be felled, except Conifer, Dogwood, Serviceberry, Cucumber, Sugar Maple, Black Cherry, and trees with blue paint., which are reserved and should not be cut. Dead trees may be felled and utilized at the option of the buyer on block(s) All. All sale boundary and block line trees marked with a band of blue paint at DBH and a spot of blue paint below stump height are reserved and must not be felled. Save trees marked with a spot of blue paint at DBH and below stump height must not be felled. Trees must be felled in accordance with the attached Summary of Trees to be Felled or Reserved by Cutting Block.

LOGGING RESTRICTIONS:

The following are prohibited: The use of equipment that in the opinion of the District Forester results in abnormal damage to the residual stand. Tree length skidding is prohibited for the entire sale unless in the opinion of the district forester damage to the residual stand is kept at a minimum. Whole tree harvesting is prohibited for the entire sale. Felling of trees in permitted all year long, there are no season cutting restrictions. A copy of the E & S plan (attachment D on the contract) must be kept on site during logging and road construction operations.

TOPS AND SLASH:

No tops or slash shall be left on any transmission or pipeline right-of-way, or drainage ditch leading from or to a culvert, water bar, intercepting dip or break in berm of road, or in, on, or within 25 feet of a State Forest boundary line, stream, spring seep, dam, lake, trail or within 100 feet of a railroad, building campsite, or officially designated park, picnic area, vista or forest monument. Tops and slash must be removed 25 feet from roads unless otherwise authorized in writing by the district forester.

Tops and slash within 100 feet of improved State Forest roads or public highways, or within the boundaries of officially designated State Parks, picnic areas, vistas, or forest monuments shall be lopped to a diameter of 3 inches and scattered evenly over the ground.

Tops and slash must be cleared from a 20 foot designated deer fence corridor 10 feet inside and 10 feet outside the fence line. The fence is currently in place. Deer fence integrity must be maintained by closing gates promptly after entry and exit and by promptly effecting repairs. The district forester must be notified of any damage to the fence. Damage must be repaired within 48 hours at the buyer's expense.

HAUL ROADS:

Buyer must construct 0.2 miles of secondary haul road for this sale. Buyer must build secondary haul road, clear landing, and spread limestone and shale before any trees are cut in blocks 2 or 3. Construct, grade, and ditch new haul road and build landing on the Krise Valley portion of the sale. Buyer must purchase, deliver and spread permanent shale. Krise Valley location - Shale must be placed on entire haul road and must have a running surface width of at least 12 feet and a minimum lift of 8 inches when compacted. Limestone may be substituted for shale. Buyer must purchase, deliver and spread 3 permanent tri-axle loads#4 limestone. One load must be placed where the newly constructed haul road on Krise Valley road, another load must be placed where the existing haul road meets Bechtol Road, and the last load must be placed/spread on the Underwood trail between the timber sale and the leased camp. Buyer must purchase and install two wooden gates as per specs listed in the contract. Two (2) permanent wood gates must be installed after road is constructed and/or before any cutting begins on that particular portion of the sale. One gate must be installed where the newly constructed haul road meets Krise Valley Road and the other where the existing haul road meets Bechtol Road. Buyer must improve 0.5 miles of secondary haul road for this sale. Buyer must prepare skid roads, haul road, and landing for retirement. Complete sale retirement: grade, crown and ditch haul road, push off landings in preparation for seeding, and retire skid trails by removing any ruts and installing water bars where needed. Buyer must grade, crown and ditch haul road as specified by the district forester. All materials placed and used for haul roads become property of Commonwealth.

SEEDING SALE AREAS:

Approximately 2 acres of disturbed areas must be and seeded and mulched for this sale. Before sale termination the buyer must deliver to District Office or other designated location the following material: 8 bushels cereal rye or oats, 25 lbs. Shawnee switchgrass, 1 lbs. common milkweed, 10 lbs. black-eyed Susan seed, 100 lbs. timothy seed, 15 lbs. white clover seed, and 5 lbs. partridge pea. Buyer must purchase 100 bales straw. Buyer is not responsible to spread seed or straw but must deliver it to the Rothrock District Office or other designated location. Buyer must pay for one day rental of a straw bale mulcher for the "Rothrock State Forest" from Rick Singleton Rental - 9129 William Penn Hwy (Rt 22), Huntingdon PA, 16652;(814)643-3993 and present receipt of rental to the District Forester. All seed must be PLS(pure live seed). Seed must be delivered within 1 week of completion of sale retirement work. Receipts for all seed, straw, and straw bale mulcher must be delivered to the District Office prior to sale termination.

SAFETY:

The Buyer, his employees and sub-contractors are required to perform all logging operations in a safe manner as required by applicable laws and regulations. The Department expects the Buyer to ensure that logging crewmembers dress in protective attire and perform their duties with equipment in accordance with standards established by the logging industry and the Occupational Safety and Health Administration (OSHA).

LOGGER CERTIFICATION:

On-site crew leaders for all logging crews working on this sale must be trained under the Pennsylvania Sustainable Forestry Initiative. Information relating to this training may be found on the Internet at www.sfiofpa.org. Each crew leader operating on the sale must present a valid PA SFI Core Level Training card as proof of training to the District Forester prior to beginning logging operations on the sale. Comparable training from other states may be accepted in lieu of Pennsylvania Sustainable Forestry Initiative training.

ENVIRONMENTAL PROTECTION:

The Buyer must take whatever precautions are necessary, in the opinion of the district forester, to prevent soil erosion, water pollution and any other conditions detrimental to the environment on state and private land, and must correct immediately at his/her own expense to the satisfaction of the Department any conditions detrimental to the environment which result from the operation of this sale.

SAWMILL SETS:

Sawmill sets for this sale are not permitted unless otherwise authorized in writing by the district forester.

EXTENSION OF EXPIRATION DATE OF CONTRACT:

The expiration date of this contract may be extended at the discretion of the Department. When the district forester suspends sale operation in writing for any reason other than buyer non-compliance, the contract can be extended at no cost to the buyer for a period equal to the period of suspension. If for any other reason an extension beyond the contract expiration date becomes necessary, the buyer must submit a written request 30 days prior to contract expiration date to the district forester stating the period of extension requested in months and reasons why the contract cannot be completed by the expiration date.

For each month of the requested extension period, the buyer will pay to the Department five (5) percent of the value of all cutting blocks not released by the district forester. Payment in full for each extension in the form of a certified, cashier's, treasurer's or official check, or postal or express money order payable to the Commonwealth of Pennsylvania must accompany the request for extension. If the extension is granted and sale operations are completed prior to the end of the extension period, no refunds will be made.

If sale operations have not been completed by the contract expiration date and the Department has not approved a contract extension, all sales related activities will be suspended. If an extension is subsequently approved, the buyer must make payment as outlined above to include the period of suspension.

U. S. DEPARTMENT OF AGRICULTURE QUARANTINES:

Quarantines of forest products against the spread of emerald ash borer (entire state), pine shoot beetle (entire state) and gypsy moth (entire state) are now in effect in Pennsylvania. The buyer is responsible for understanding and complying with all applicable quarantines. Please contact the regional office of U.S. Department of Agriculture, Room 206 Post Office, Mill Avenue, Ridgeway PA 15853, telephone 814-772-1681 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.

GREEN CERTIFICATION STATEMENT:

SCS-FM/COC-00011N FSC 100% and NSF-SFI-FM-C0435749 - SFI 100% Certified Forest Content indicate that the timber in this timber stumpage sale comes from a forest that is well managed according to strict environmental, social and economic standards. This forest has been independently inspected and evaluated according to the principles and criteria for forest management agreed and approved by the Forest Stewardship Council® and the Sustainable Forestry Initiative®.

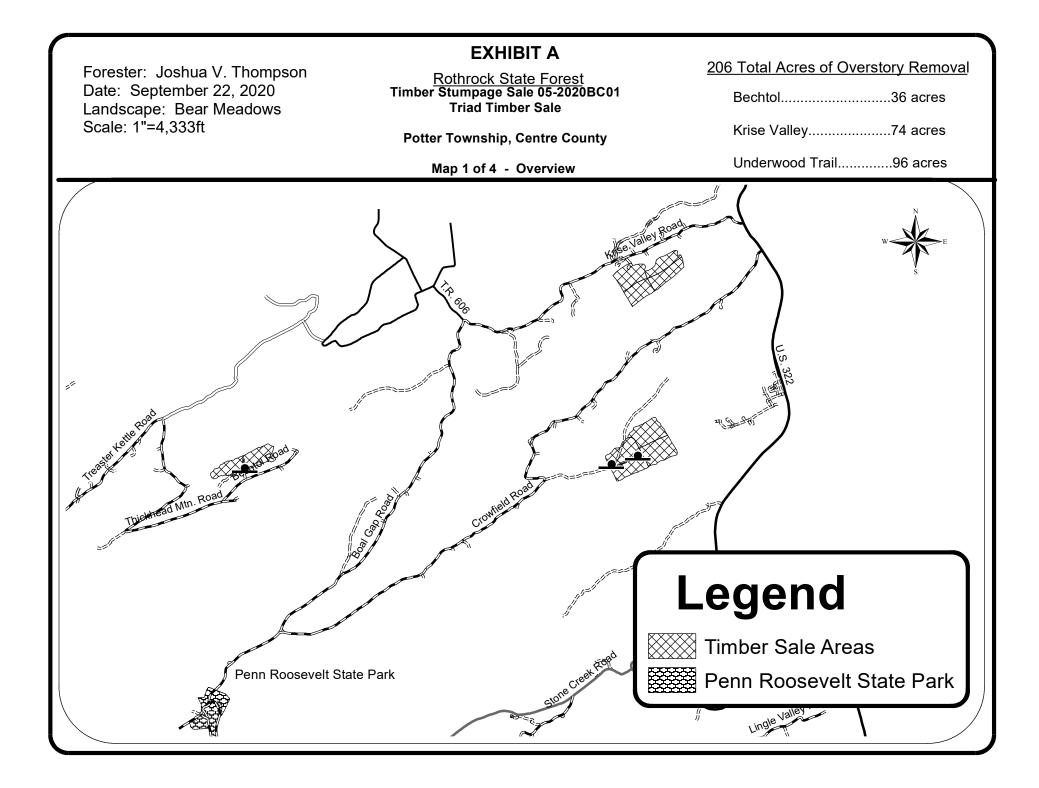
NON-DISCRIMINATION CLAUSE:

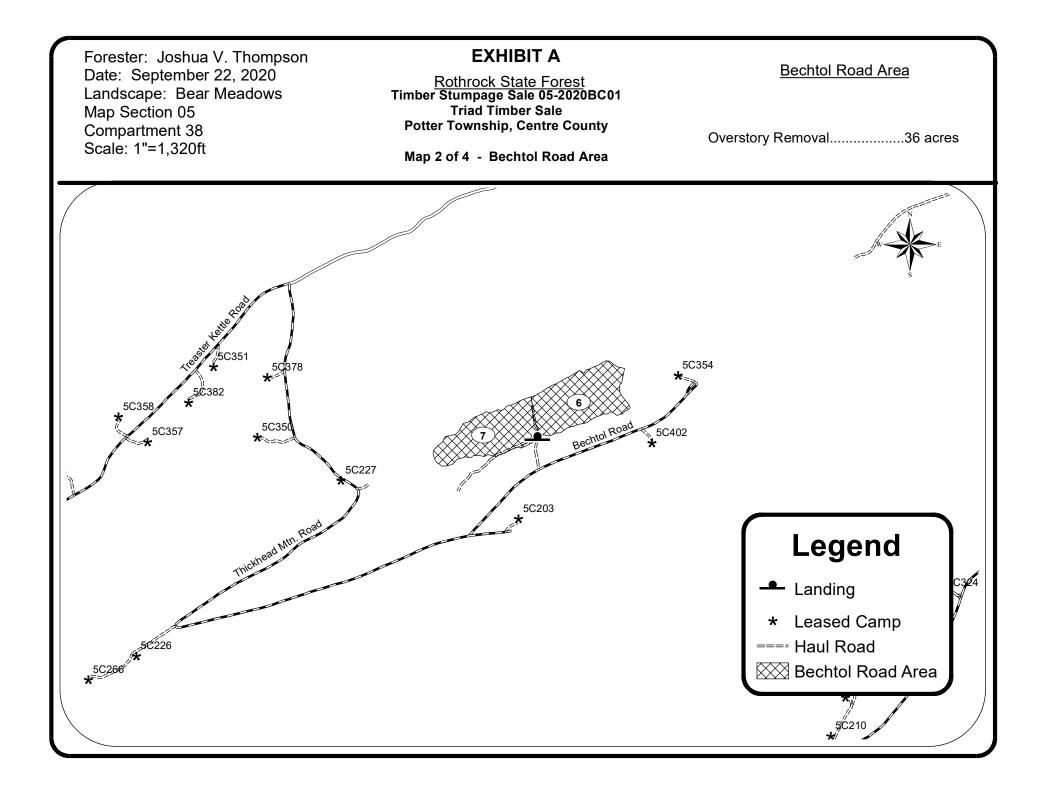
The Commonwealth of Pennsylvania is an Equal Opportunity Employer and requires conformance with Title 16 Pennsylvania Code, Chapter 49, Contract Compliance Regulations.

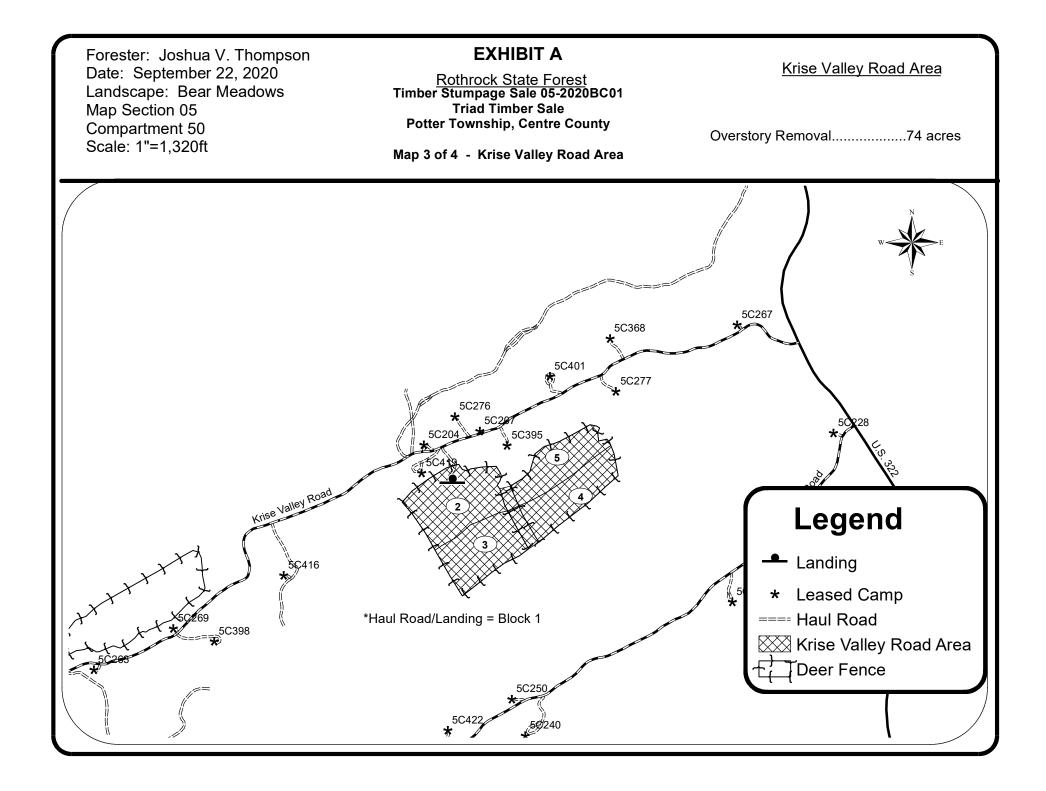
This and other prospectuses may be found on the WEB @

ADDITIONAL RESTRICTIONS:

Felling of trees is permitted all year long, there are no seasonal cutting restrictions Prior to sale operations beginning, buyer must purchase and deliver Two (2) bushels of cereal rye (or oats) to the District office. Skidding through reserve islands is prohibited except when and where it is authorized by the District Forester. Skidding bridges may be necessary for this sale. All trash/litter must be promptly removed and properly disposed of. Landing may be expanded to accommodate larger trucks at the option of the buyer, however the extra portion of the landing must be approved by the District Forester and retired at the expense of the buyer (to same specs already listed for the landing). A spill kit must be on site at each active landing during harvesting operations. The Bechtol Road and Crowfield Road areas do not need stone unless hauling causes damage; the buyer will be responsible to repair any damaged portions of haul roads during sale operations or in retirement, including adding stone or shale if necessary.







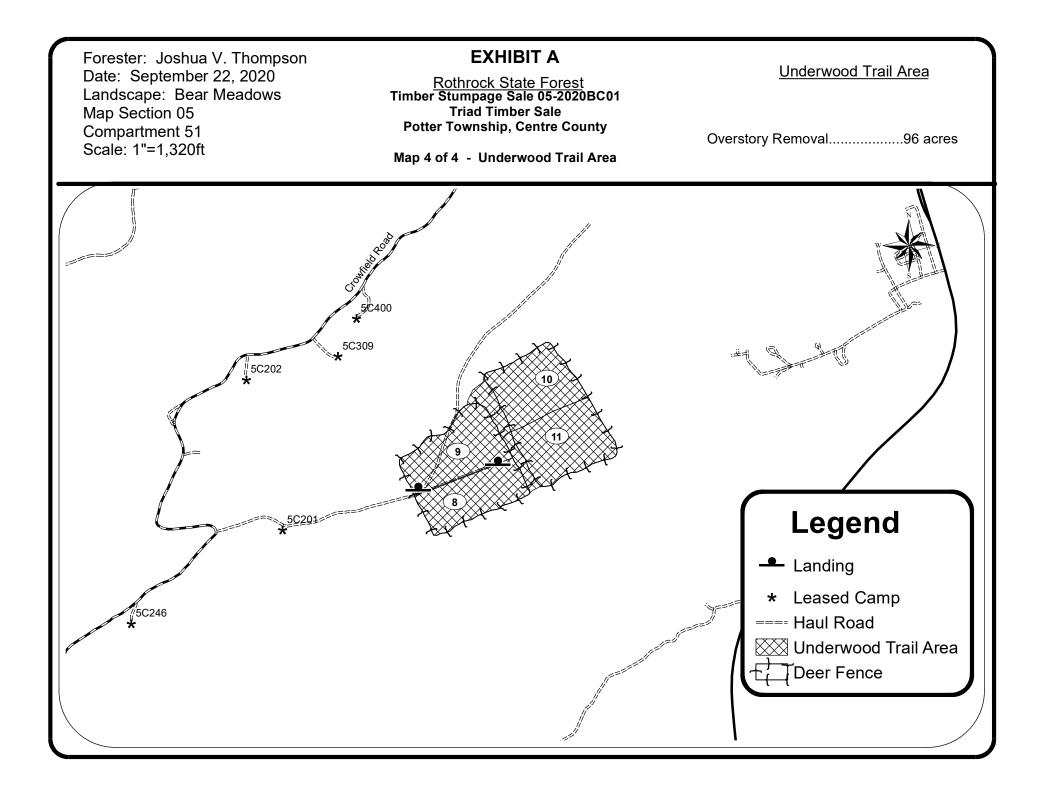


EXHIBIT B 05-2020BC27 (Triad Sale)										
	Summary of Trees to be Felled or Reserved by Cutting Block									
				CU ⁻ (mus	T TRE t be f)	LEAVE	OPTIONAL	
BLOCK NUMBER	TREATMENT	BLOCK ACRES	PAIN RED PAINT 1		GREATER THAN ²	PAIN BE LOW INCHES 2	ED HIGH INCHES ²	BLUE PAINT	DEAD CULL TREES	SPECIAL INSTRUCTIONS
1	HAUL ROAD	1	R							Cut all trees with red paint
2	REMOVAL	22			2			в		All Conifer, Dogwood, Serviceberry, Yellow Poplar, Sugar Maple, Cucumber, and Black Cherry, and trees marked with blue paint are reserved. All other trees down to 2.0" DBH are to be felled.
3	REMOVAL	18			2			в		All Conifer, Dogwood, Serviceberry, Yellow Poplar, Sugar Maple, Cucumber, and Black Cherry, and trees marked with blue paint are reserved. All other trees down to 2.0" DBH are to be felled.
4	REMOVAL	18			2			в		All Conifer, Dogwood, Serviceberry, Yellow Poplar, Sugar Maple, Cucumber, and Black Cherry, and trees marked with blue paint are reserved. All other trees down to 2.0" DBH are to be felled.
5	REMOVAL	15			2			в		All Conifer, Dogwood, Serviceberry, Yellow Poplar, Sugar Maple, Cucumber, and Black Cherry, and trees marked with blue paint are reserved. All other trees down to 2.0" DBH are to be felled.
6	REMOVAL	19			2			в		All Conifer, Dogwood, Serviceberry, Yellow Poplar, Sugar Maple, Cucumber, and Black Cherry, and trees marked with blue paint are reserved. All other trees down to 2.0" DBH are to be felled.
7	REMOVAL	17			2			в		All Conifer, Dogwood, Serviceberry, Yellow Poplar, Sugar Maple, Cucumber, and Black Cherry, and trees marked with blue paint are reserved. All other trees down to 2.0" DBH are to be felled.
8	REMOVAL	20			2			в		All Conifer, Dogwood, Serviceberry, Sugar Maple, Cucumber, and Black Cherry, and trees marked with blue paint are reserved. All other trees down to 2.0" DBH are to be felled.
9	REMOVAL	23			2			в		All Conifer, Dogwood, Serviceberry, Sugar Maple, Cucumber, and Black Cherry, and trees marked with blue paint are reserved. All other trees down to 2.0" DBH are to be felled.
10	REMOVAL	26			2			в		All Conifer, Dogwood, Serviceberry, Sugar Maple, Cucumber, and Black Cherry, and trees marked with blue paint are reserved. All other trees down to 2.0" DBH are to be felled.
11	REMOVAL	27			2			в		All Conifer, Dogwood, Serviceberry, Sugar Maple, Cucumber, and Black Cherry, and trees marked with blue paint are reserved. All other trees down to 2.0" DBH are to be felled.

¹ All trees marked with yellow or red paint must be felled.

2 All trees larger (or between) the listed DBH value(s) should be cut with the exception of species listed under special instructions.

³ Dead cull trees marked only below stump height with a spot of yellow paint may be felled at the option of the buyer.

DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES Silviculture Section FMT-14 BID FOR STATE FOREST TREE ESTIMATE CONTRACT TIMBER STUMPAGE SALE

District Sale Number 5-2020BC01 (Triad Sale) Opening 12:00 PM Local Prevailing Time 11/18/2020

I/We		
	(Print or type name above lin	e)
(Print or type	e street or rural route number, city, state	e, and zip code above line)
offer lump sum bid of \$ in the prospectus for the Pennsylvania D	for the marked pepartment of Conservation and	ed and/or designated timber stumpage described I Natural Resources for the above timber sale.
Enclosed is a certified, cashier's or treas for \$10,000.00 , paya		express money order number Pennsylvania which may be appropriated by the
contract, furnish a satisfactory performar District Forester's letter which will accom	nce deposit, and make initial pa pany contract when it is forwar	successful Bidder and should fail to execute yment in full, within thirty (30) days from date of ded to me/us for execution. <i>Personal check or</i> burchased from a bank and signed by a bank
If you are high bidder for this sale, what s	should be done with your bid de	eposit?
applied to initial payment annual bid bond on file with expiration		nance 🔲 returned after contract is executed
If you are high bidder for this sale, what t	type of performance deposit wil	I be used?
corporate bond savings account	<pre>cash bond investment certificate</pre>	letter of credit
If you are high bidder for this sale, how w	vill payment be made?	
Iump sum payment	payment by cutting blocks	
Federal ID or Social Security No	Teleph	none No()
WITNESS:	SINGATURE	OF BIDDER:
	By	Sign and print
Sign and print	Ву	
Sign and print	By	Sign and print
Sign and print Attest:	5y	Sign and print
	 By	Name of Corporation (Seal)
Sign and print Secretary	Dy	Sign and print President

All signatures must be written in ink. All other information must be typed or written in ink.

If bidder is a partnership, each partner must sign. If bidder is a corporation, President must sign and Secretary must sign attest and imprint corporation seal.

The Department of Conservation and Natural Resources reserves the right to reject any or all bids; also to waive any technical defects which might arise in connection with this bid.

Lump sum bids of less than \$229,066.00 will be rejected.