

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY & FIRE PROTECTION
MAT-SU AREA OFFICE

TIMBER SALE PROSPECTUS

Alyeska Log Deck Sale

Sealed Bid Auction Date:

Monday, October 7, 2024, at 2:00

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INTRODUCTION

This prospectus is intended to furnish sufficient information to enable prospective bidders to decide whether further investigation of the sale is warranted. Should the prospectus be in error or contradict the sample contract, the sample contract governs. Prospective bidders are urged to examine the timber sale in the field and make their own estimates. Quantities and quality of timber in the contract are estimates and not guaranteed. The sale area and sample contract should be reviewed prior to submission of a bid. This sale is being offered in conjunction with a development project associated with the Alyeska Hotel, and is intended to market the timber from an area to be cleared for development.

LOCATION AND AREA

This unit is located in the community of Girdwood near the Alyeska hotel in Township 10 North, Range 2 East, Section 9 Seward Meridian. The log decks are located off of Tram Loop in a cleared area within the development project boundary. Included herein are the vicinity maps. Detailed maps may also be obtained from the **Mat-Su Area Office, Alaska Division of Forestry & Fire Protection, 101 Airport Road, Palmer, AK 99645** or by calling **Stephen Nickel at (907) 761-6301**.

TIMBER SALE DETAILS

This is a log deck sale, comprised of Sitka spruce, western hemlock and black cottonwood sawlogs. The trees have been cut to approximately 33 feet long and decked by species at a landing just off of Tram Circle. Based on a cruise completed by DOF staff *while the trees were still on the stump*, there is an estimated net volume of 15,700 Cubic feet of Spruce (44 MBF/179 cords), 8,900 cubic feet of cottonwood (25 MBF/101 cords), and 4,400 cubic feet of Hemlock (12 MBF/50 cords). Please note that this is an estimate and potential buyers should make their own estimate of volumes. The total volume of this sale is estimated to be 81 MBF with an estimated 10 percent defect in this unit. Sitka spruce average 23 inches in diameter and 78 feet tall. Cottonwood average 33 inches in diameter and 91 feet tall. Hemlock average 10 inches DBH and 65 feet in height.

VOLUME AND DESCRIPTION OF TIMBER

Timber volumes are estimates based on a cruise conducted by Division of Forestry & Fire Protection (DOF) staff using a variable radius plot method with a 10 BAF prism while the trees were still on the stump and standing. Spruce volumes were calculated using **Smalian Formula, hemlock U.S. Forest Service Research Note NOR-12, and cottonwood was calculated using NOR-6 Cubic**. The sale was designed to be marketable to the local saw log industry. The condition or operability of the timber is not guaranteed by the State. The State of Alaska neither expressly nor implicitly warrants its quantity estimate, or the quality or marketability of the timber sold. **Estimates are used only to establish minimum bid. Each PURCHASER is required to estimate their own costs and bid accordingly. Defect was estimated based on a visual tree assessment using visible indicators and experienced averages in the area.**

This area is situated on uplands approximately 300 feet above sea level on generally flat terrain.

The unit has been harvested, logs cut to approximately 33 feet, delimbed and are decked at a landing just off Tram Circle. **The logs are decked by species and are estimated to contain a combined net volume of 29,000 cubic feet (81 MBF, 290 cunits or 331 cords) of Sitka spruce, western hemlock, and cottonwood.** The timber in this sale is high quality with an estimated 10% defect and is in close proximity to major transportation corridors.

ACCESS

Access to this unit is from the Seward Highway via the Alyeska Highway. The log decks are located approximately 3.5 miles from the junction of the Seward and Alyeska Highways. At the T intersection of the Alyeska Highway and Arlberg Ave take a left towards the hotel. Take a right on Tram Circle and the access will be on the left, approximately 300 feet from the intersection of Arlberg Ave and Tram Circle.

The log decks are located approximately 160 feet from Tram circle, and access to the logs, including a turn-around, has been constructed. The purchaser will coordinate timber hauling operations with DOF and Ironwood General Contractors LLC to minimize impact on the public and provide safety on all roads connecting to the timber sale. The purchaser should anticipate and be prepared for inquiries by the public and will be required to maintain a safe worksite at all times. Any log hauling permits required by the Municipality of Anchorage are the sole responsibility of the successful bidder/contractor.

CONTRACT REQUIREMENTS AND STIPULATIONS

The Purchaser will have 30 days from the receipt of the contract for signing to return it to the Mat-Su Area Forester, properly signed and notarized and with the required payment submitted as defined above and in the contract in order to execute the contract.

Hauling may begin after the contract is signed and payment has been made. Hauling must be completed, and all logs must be removed from the site by November 15, 2024.

AUTHORITY

The cutting and removal of timber shall be carried out under the authority of the Alaska Statutes, Title 38, Public Lands, Chapter 05, Alaska Land Act, Article 4, entitled "Disposal of Timber and Materials," and Title 11, Alaska Administrative Code, Chapter 71, Articles 1-5 inclusive, referred to as the "Timber and Material Sales" Regulations.

PERIOD OF CONTRACT

All contract obligations shall begin after the contract is properly signed with the required payment submitted.

All contract obligations must be completed by November 15, 2024.

1. Performance Bond. \$2,000 The performance bond will be deposited with the State upon execution of this contract.

SALE PROCEDURES-BID DEPOSIT REQUIREMENTS

This is a SEALED BID SALE. To qualify bidders must, prior to the bid opening, **not be in breach of any prior timber sale contract**, and must submit a copy of their current **Alaska Business License, and proof of insurance** as required by AS 23.30.045. The business license copy and proof of insurance may accompany the sealed bid. Sealed bids, submitted in duplicate, on forms provided by the Division of Forestry, marked on the outside with the timber sale name and number, and addressed to the Mat-Su Area Office, 101 Airport Road., Palmer, Alaska 99645, will be accepted until **2:00 P.M. prevailing time, Monday, October 7, 2024**. Sealed bids may also be presented in person to the Mat-Su Area Forester before the bid opening. All bids must be in the physical possession of the Mat-Su Area Forester before bid opening. Bidders are responsible for assuring that their complete bid package is delivered on time.

The State reserves the right to reject any or all bids. Unless all bids are rejected, the State will award the sale to the responsible qualified bidder offering the highest total bid for the timber. The bidder will submit prices per MBF (thousand board feet) of spruce saw logs, hemlock Sawlogs and cottonwood. The bidder's submitted price per MBF times the DOF estimated timber volume will be the minimum lump sum that the purchaser will pay for the timber in the sale area regardless of the quantity of timber removed.

For a bid to qualify, prospective bidders will be required to submit a 10% bid deposit of the total bid value. The bidder's submitted price will be the minimum lump sum that the purchaser will pay for the timber in the sale area regardless of the quantity of timber removed. Unless all bids are rejected, the sale will be awarded to the responsible qualified bidder offering the highest total bid value for the timber on each sale.

The minimum acceptable total bid price for the combined volume of 29,000 cubic feet, equivalent to 81 MBF, 290 cunits or 331 cords is \$ 1,540.00

BIDS MUST BE SUBMITTED ON FORMS PROVIDED BY THE STATE AND CAN BE OBTAINED AT <https://forestry.alaska.gov/timber/matsu> AND IN THE APPENDIX.

If a tie in the high sealed bid occurs, the successful bidder will be determined by lot at the time of bid opening.

If bidding as an agent for an individual, partnership, or corporation, the agent must submit with the bid a notarized power-of-attorney authorizing such agency. No agent may represent more than one principal or bid in competition with the agent's principal.

1. Persons interested in these timber sales are encouraged to visit the sale area prior to bidding.
2. The State reserves the right to reject any and all bids. A bid will be rejected if it contains a condition or qualification on, or a material alteration of, the terms specified. A bid will be rejected if it is submitted without the required cash or cashiers' check in the amount of the bid deposit.
3. Sales for which no sealed bids are received may be offered over-the-counter without re-advertisement.
4. All of the successful bidder's deposits will be credited to the total amount due to the State of Alaska for stumpage or bonds.
5. The deposits furnished by the unsuccessful bidders shall be returned immediately to the unsuccessful bidders. The deposits furnished by the high bidder whose bid was declared acceptable shall be retained as liquidated damages if the high bidder does not execute the contracts and furnish satisfactory bonds within thirty (30) days of receipt of the contract for execution.
 - a. A deposit of cash, certified check, money order, cashier's check or any combination of these in favor of the Department of Natural Resources, equal to ten percent (10%) of the total amount bid. The PURCHASER may apply the bid deposit to the timber sale bond. If the high bidder fails to execute the contract within the allotted 30 days, the bid deposit will revert to the State of Alaska.

PAYMENT

PURCHASER'S Bid Deposit is due the day of the auction and it shall be applied to the Stumpage Fee Payment on the unit. The remainder of the *accepted bid* for the sale shall be due the State as stumpage fees. The Purchaser shall make the stumpage fee payment for the unit, which includes the Bid Deposit, and also pay the Performance Bond to the State on or before the contract execution date. The contract execution date is 30 days after the date of the timber sale auction.

METHOD OF PAYMENT

This is a "lump-sum" sale. The PURCHASER shall pay the full contract price for the sales, or any payment unit of the sales, before any timber may be removed from the sale area. Stumpage payments are non-refundable.

RESERVATIONS

The state reserves the right to waive technical defects in this prospectus and reject any and all high bids. The State reserves the right to award the timber for the amount of the next high bid to the next highest bidder if the Director considers the highest bidder unqualified to fulfill the requirements of the contract, or if the contract is not executed by the highest bidder. The State also reserves the right to waive any informality in the bids received whenever the waiver is in the best interests of the State. The State also reserves the right to waive technical defects in this advertisement in the best interest of the State.

TIMBER HARVEST PERMITS

Logging or log hauling permits may be required by the Municipality of Anchorage and are the sole responsibility of the successful bidder/contractor.

GENERAL

Further information, including copies of this prospectus, bid form and sample contract may be obtained at the following web site, <https://forestry.alaska.gov/timber/matsu> or by writing to Stephen Nickel at the Mat-Su Area Office, Alaska Division of Forestry & Fire Protection, 101 Airport Road, Palmer, AK 99645 or by calling (907) 761-6301. The information and documents may also be picked up in person, by prior telephone arrangement, at the Mat-Su Area Office.

AUTHORITY

The cutting and removal of timber shall be carried out under the authority of the Alaska Statutes, Title 38, Public Lands, Chapter 05, Alaska Land Act, Article 4, entitled "Disposal of Timber and Materials," and Title 11, Alaska Administrative Code, Chapter 71, Articles 1-5 inclusive, referred to as the "Timber and Material Sales" Regulations.

APPENDICES

Cruise volume summary

Photos

Maps

Sample Contract

Bid Form

Spruce Sawlog		
	Gross Volume (CF)	Net Volume (CF)
Per Acre	3668	3301
	Gross Volume (CCF)	Net Volume (CCF)
Stand Total	172	155
Standard Error %, 65% Confidence Interval		
43.71		
Spruce Fuelwood		
	Gross Volume (CF)	Net Volume (CF)
Per Acre	55	50
	Gross Volume (CCF)	Net Volume (CCF)
Stand Total	3	2
Standard Error %, 65% Confidence Interval		
52.97		
Cottonwood		
	Gross Volume (CF)	Net Volume (CF)
Per Acre	2105	1895
	Gross Volume (CCF)	Net Volume (CCF)
Stand Total	99	89
Standard Error %, 65% Confidence Interval		
78.30		
Hemlock		
	Gross Volume (CF)	Net Volume (CF)
Per Acre	1031	928
	Gross Volume (CCF)	Net Volume (CCF)
Stand Total	48	44
Standard Error %, 65% Confidence Interval		
100.00		



Figure 1 Sitka spruce (left) and black cottonwood (right) log decks on the landing.



Figure 2 Black cottonwood (left), Western hemlock (right front) and a secondary smaller Sitka spruce (back right) log decks at the landing.



Figure 3 Constructed access from Tram Circle to log decks. Top photo is looking northeast away from Tram Circle, bottom photo is looking southwest towards Tram Circle.



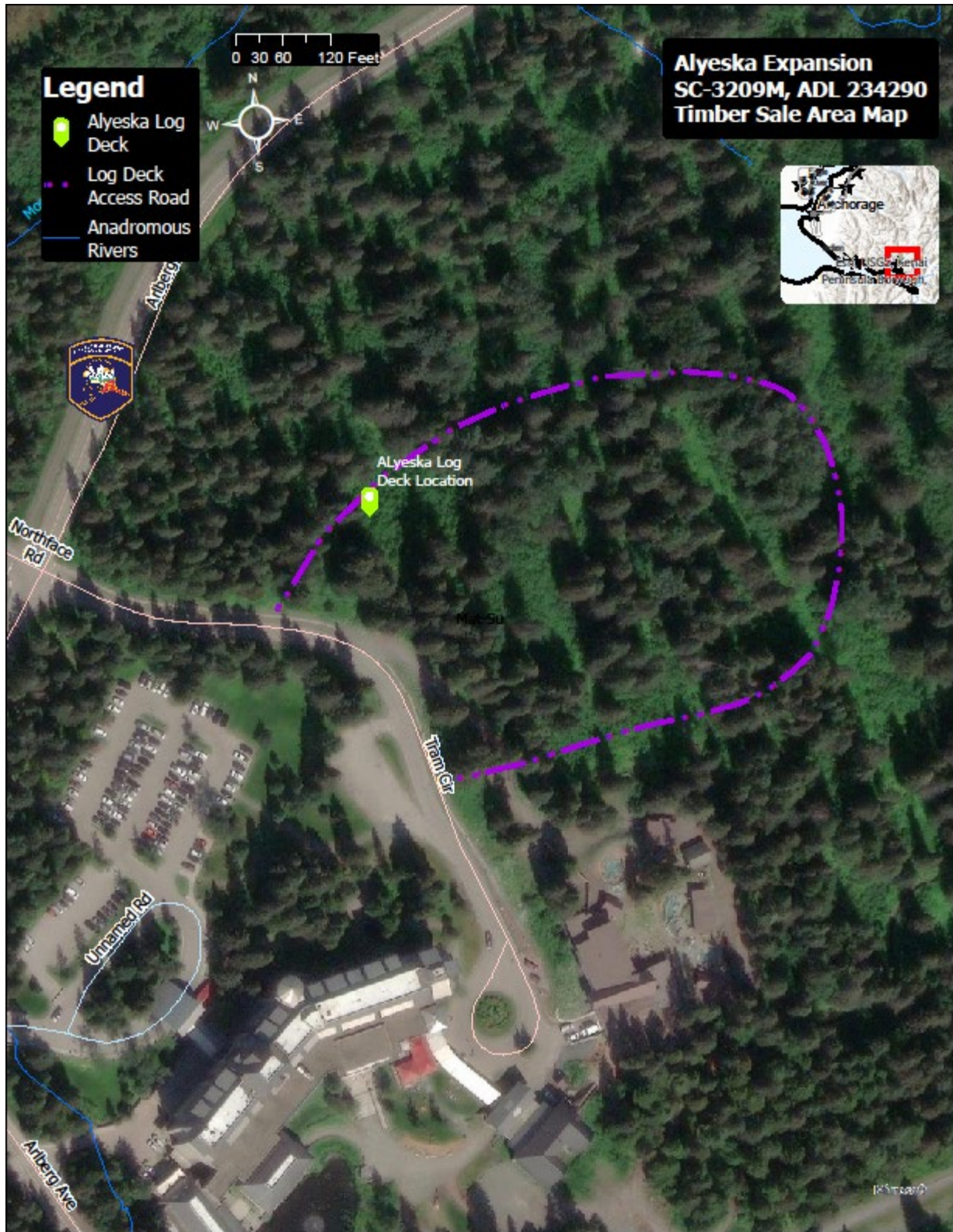
Figure 4 Black cottonwood (right) and the smaller Sitka Spruce (left) log decks.



Figure 5 Black cottonwood log deck (center).



Figure 6 Western hemlock log deck (foreground) with the smaller Sitka spruce deck to the left.



**Alyeska Expansion
SC-3209M, ADL 234290
Timber Sale Area Map**

- Legend**
-  Alyeska Log Deck
 -  Log Deck Access Road
 -  Anadromous Rivers

0 405810 1,620 Feet



STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
TIMBER SALE CONTRACT

PURCHASER:	NAME		CONTRACT No.		A.D.L. No.			
	Purchaser		SC-3209M		234290			
	ADDRESS		CONTACT INFO		SALE NAME			
					Alyeska Log Deck Sale			
			BOND TYPE		BOND AMOUNT			
			Performance		\$2,000			
			TYPE OF CUT					
			Deck Sale					
			TYPE OF PAYMENT					
			Lump Sum					
			METHOD OF SALE					
			competitive AS 38.06.120					
The purchaser and the State of Alaska agree to this sale of timber under AS 38.06.110 - AS 38.06.120, under all applicable State of Alaska regulations including but not limited to all timber and material regulations and under the written provisions of this timber sale contract. See back page for full list of contract terms. DESCRIPTION OF AREA: Landing located adjacent to Alyeska Hotel within Township 10 North, Range 2 East, Section 9 Seward Meridian.			CONTRACT MAY BE EXTENDED					
			YES		NO			
							\$100 fee if extended	
			EFFECTIVE DATE					
			10/27/2024					
EXPIRATION DATE								
November 16, 2024								
(No. of Acres, Sec., Subdivision, Twp., Rng., Mer.; Survey No. or Other)								
PRODUCTS AND PRICES								
SPECIES	PRODUCT	ESTIMATED VOLUME	UNIT	UNIT PRICE	TOTAL PRICE			
Western Hemlock	Sawlog	12	MBF		\$0.00			
Sitka Spruce	Sawlog	44	MBF		\$0.00			
Cottonwood	Sawlog	25	MBF		\$0.00			
Total					\$0.00			
SPECIAL PROVISIONS AND CUTTING SPECIFICATIONS:								
1. Contract obligations must be completed on or before November 15, 2024.								
2. Coordinate hauling operations with Alyeska's project manager.								
3. All logs shall be removed from the decking location as described in the contract, regardless of quality and dimensions.								

The purchaser acknowledges that he or she has read this contract in its entirety, that there are no oral promises not part of the written contract terms, and that the contract is fully understood. Purchaser agrees to abide by the terms of this agreement.

The purchaser and the State have executed this contract on the dates appearing below.

STATE OF ALASKA		PURCHASER	
BY:		PURCHASER	
Title	Forester	By	
Date		Title	
		Date	

PALMER / COASTAL REGION 101 AIRPORT Road PALMER, AK 9945 907-781-8300

THE FOLLOWING CONDITIONS AND REQUIREMENTS CONSTITUTE A PART OF THIS CONTRACT

1. **NOTIFICATION:** The Purchaser shall notify the Area Forester before cutting begins.
2. **INCLUDED TIMBER:** The Purchaser's cutting or removal of State owned timber not covered under this or any other contract may be a violation of various State of Alaska criminal laws, and will be considered a breach of this contract.
3. **TITLE:** Title to all timber included in this sale shall remain in the State of Alaska until it has been cut, measured, removed from the sale area and paid for in accordance with the provisions of this contract. Cut forest products remaining on State land 30 days after the timber sale expiration date will become the property of the State of Alaska unless written permission is granted by the Division of Forestry.
4. **SCALING:** The method of volume determination shall be by the Scriber Decimal "C" log rule, unless stipulated otherwise. The method of volume determination for products other than saw logs is specified in the special provisions.
5. **PAYMENTS:** Material cut under this contract shall be paid for according to conditions specified in the Type of Payment block on the reverse side of this contract. Checks, money orders, or drafts shall be made payable to the State of Alaska, Department of Revenue and submitted to the Area Forester. The Area Forester shall issue an official Department of Natural Resources receipt for each payment received.
6. **PERFORMANCE BOND:** To guarantee faithful performance of the conditions of this contract, the Purchaser must deliver to the State a cash or surety bond in the amount indicated on the reverse side of this contract. The State agrees to return the bond when the Purchaser has fully satisfied the terms of the contract. The Purchaser agrees that the State may keep all or part of the cash or surety bond in partial satisfaction of the Purchaser's obligations under the contract if the Purchaser has not done so without prejudice to any other remedies the State has for Purchaser's breach of contract.
7. **LIABILITY:** The Purchaser shall defend, indemnify, and hold the State harmless from any and all claims, demands, suits, loss, liability and expense for injury to, or death of, persons and damage to, or loss of, property arising out of, or connected with, the exercise of the privileges granted the Purchaser by this contract.
8. **APPLICABLE LAWS AND REGULATIONS:** The Purchaser shall comply with all laws and regulations applicable to this contract, including the Timber and Material Sales Regulations, State Fish and Game Regulations pertaining to the protection of wildlife and wildlife habitat, the Alaska Fire Control Act, Forest Resources and Practices Act, and State regulations pertaining to safety, sanitation, and the use of explosives. Such laws and regulations shall have the force of any other provision of this contract, and violation shall be cause for suspension of this contract in addition to any penalties prescribed by law.
9. **PROPER LOCATION BY PURCHASER:** The Purchaser is responsible for accurately locating his operations within the contract area specified on the reverse side of this contract. Purchaser will be assessed a penalty on any harvested trees that are unmarked and/or outside the sale boundary per § 13. Unpaid Damages.
10. **PURCHASER REPRESENTATIVE:** During all periods of operation, the Purchaser shall have a representative in the contract area authorized to act on his behalf in response to notices and instructions given by authorized State personnel regarding performance under this contract.
11. **UTILIZATION:** Unless otherwise indicated in this contract, trees shall be utilized to a top diameter inside bark of 6 inches for saw logs, and 4 inches for cordwood. Stump height shall be as low as practical to secure good utilization. Unless otherwise specified, the maximum stump height shall not exceed a height equal to the diameter of the stump outside bark as measured on the side adjacent to the highest ground. Each stump cut to exceed the maximum specifications shall be paid for by the Purchaser at a fixed rate of \$2 per stump, which sum shall be regarded as fixed, agreed, and liquidated damages.
12. **UNPAID DAMAGES:** Unmarked or undesignated live trees which are cut or injured through carelessness or negligence, and marked or designated trees left uncut, shall be paid for at double the stumpage rate specified on the reverse side of this contract. Such payment shall not release the Purchaser for liability to the State for damage other than the value of said trees.
13. **SUSPENSION AND TERMINATION:** The Regional Forester or his representative may suspend all or part of Purchaser's operations or terminate the contract if the Purchaser has breached a contract term, or violated applicable State laws or regulations. Prior to any suspension or termination, the State shall give the Purchaser thirty days written notice during which time Purchaser may correct any breach or correct the offending conduct. If Purchaser takes no corrective action and the State elects to cancel the contract, the State may, in its discretion, retain in addition to any cash or surety bond any advance contract payment to partially satisfy Purchaser's obligations and take any other action the law allows.
14. **SLASH DISPOSAL:** All slash over the contract area shall be reduced to a height consistent with good forestry practice as approved by the Area Forester. Slash is defined as all cut pieces of non-merchantable timber, and non-merchantable portions of harvested timber.
15. **ROADS, SKID TRAILS, and LANDINGS:** Locations and specifications of roads, skid trails, and landings will be determined by the Division of Forestry prior to their construction. Upon completion of the sale, roads will be left in a condition equal to, or better than they were before the sale. Timber within the agreed-upon construction limits designated for cutting will be paid for according to the designated contract rates.
16. **USE OF ROADS:** The State hereby reserves the right to use any road constructed by the Purchaser under this contract for any and all purposes in connection with the protection and administration of State lands. The Director will, in his discretion, authorize other parties to use roads and facilities constructed and maintained by the Purchaser if it does not interfere with the operations of the Purchaser and if the other parties either perform a share of the maintenance based on their use or pay to the Purchaser the cost of their share of the maintenance as agreed upon by the Purchaser and the other parties.
17. **EROSION CONTROL:** Road construction or logging operations in connection with this contract shall be conducted so as to avoid damage to streams, lakes or other water areas and land adjacent thereto. Timber shall not be cut so that it falls into any stream or other water area. Logs shall not be dislodged into or across live stream courses. Locations and/or improvements necessary for stream crossings for skidding or hauling shall be approved by the Area Forester. All skid roads and other roads to be preserved for future access shall be treated with such measures as necessary to prevent erosion. Any damages resulting from failure to perform these requirements shall be repaired by the purchaser to the satisfaction of the state.
18. **RIGID SPawning WATERS:** All operations in connection with this contract adjacent to lakes, streams, or important fish waters shall be conducted so as to avoid causing stream siltation, and shall not be permitted to interfere with the passage of fish or to injure the spawning grounds in accordance with AS 16.05.
19. **SURVEY CORNERS:** The Purchaser shall protect all known land survey monuments and their witness trees from damage or obliteration. If such monuments or witness trees are destroyed, the Purchaser shall pay the costs of restoration.
20. **FIRE PRECAUTIONS:** The Purchaser and their employees shall do all in their power to prevent and suppress forest fires.
21. **INSPECTION AND REPORTS:** Following completion of operations under this contract, the Purchaser shall file a written report with the State indicating the estimated volume of timber removed. During the life of this contract, authorized agents of the State shall have access at all reasonable times to the contract area and to the books and records of the Purchaser, and the Purchaser's contractors and subcontractors that relate to operations under this contract. Upon the request of the Purchaser, the Division will keep information obtained under this section confidential to the extent permitted by law.
22. **SALE OF OTHER TIMBER PRODUCTS:** The State reserves the right to sell from the sale area, during the time that a purchaser's contract is in effect, timber which is not covered by the contract if the removal of the timber will not interfere, in the Director's judgment, with the operations of the Purchaser.
23. **SANITATION:** The sale area shall be left in a clean and sanitary condition. Any foreign material or waste, such as cans, bottles, barrels, garbage, or equipment that is a result of the Purchaser's operation shall be removed from the sale area prior to the close of operation.
24. **ESTIMATED VOLUME:** The "estimated contract volume" is solely an estimate.
25. **EXTENSION AND FEES:** In the event that PURCHASER desires to extend the terms of this Contract for reasons other than Force Majeure, such extension may be granted by the STATE, at the STATE's sole discretion, in consideration for the advance payment of no less than \$300,000. The total extension time may not exceed one year.
26. **USE OF EQUIPMENT:** Purchaser may use heavy equipment, including tracked vehicles, within sale area and on the access routes described in the Contract. Equipment use must comply with all applicable laws, equipment must be in good working order, and removed from State property when contract is terminated.

last update 4/17/2023

**DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY**

BID AND DEPOSIT FOR ADVERTISED TIMBER

Subject to the provisions below, the following bid is submitted for the timber to be removed from the state timber sale: _____

Sale Name

Sale Number:

SPECIES	PRODUCT	ESTIMATE VOLUME	UNIT OF MEASURE	MINIMUM UNIT PRICE	BID UNIT PRICE	TOTAL PRICE BID
GRAND TOTAL BID: \$						

One Cunit = 100 Cubic Feet

THE BIDDER AGREES:

1. At the time of bidding, if bidding as an agent for an individual, partnership, corporation, or other legally established firm, to submit a letter of authorization creating such agency to the Selling Agent.
2. To, within 30 days of award of sale, execute a contract of sale and furnish a satisfactory performance bond.
3. To furnish, if requested, satisfactory evidence of financial and legal competence to perform the obligations of the contract.
4. That the bid deposit may be retained by the State as liquidated damages, if the sale is not completed as specified in the published notice of sale.
5. That the bid deposit of the successful bidder shall, upon execution of the contract, be credited, as a stumpage deposit to the amount due the State for stumpage as required by the contract of sale.
6. That, if the contract of sale is terminated due to failure of the purchaser to comply with the terms of the contract or the "Timber Sale Regulations", any unused stumpage deposit may be retained by the State as liquidated damages.

It is understood that a bid of less than the advertised price for any species will invalidate this bid as a whole, and that bids will be evaluated on the basis of total return to the State.

The bidder transmits herewith a _____ for 10% of the Grand Total Bid in the sum of
(certified check, money order, cashier's check)
 _____ dollars (\$ _____) payable to the Alaska Department of Revenue, as required by the published notice of sale.

Name of Bidder

Date

By, Signature

Address

Title

THIS SPACE FOR STATE USE ONLY

This bid was opened and accepted as a qualified bid on _____ at _____ by _____
(Date) (Time)

(Name)

(Title)

If not accepted, explain: