United States Department of Agriculture

Forest Service **Hiawatha**
Sault Ste Marie Ranger District

4000 I-75 Business Spur
Sault Ste. Marie, Michigan 49783

Reply to: 2430
Date: 10/23/2015

Dear Prospective Bidder:

On 11/24/2015, at 10:00 AM, sealed bids will be opened in the St. Ignace Ranger District, W1900 West US-2, St. Ignace, MI 49781 for the Wicked Good TPPS sale. This sale is located in T46N-R3W, Sec. 19, 20, 29, 30, 32, 33, and 34. Timber sale Contract 2400-6T will be used. The termination date for this sale is 06/30/2019.

There are 0.66 miles (1.06 kilometers) of specified road construction, and 2 specified landings. A specified road construction cost of $9,400.00 has been allowed in the appraisal for this work.

The estimated quantities in this contract have been determined prior to felling. The total estimated quantity on this sale is 2,048 CCF. The Forest Service encourages potential bidders to make their own inspection and estimate prior to bid submission. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the following quantity estimates:

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**
Aspen	Sawtimber	CCF	329.00	15.20	$12.63	$1.80	$0.00	$0.98
Mixed Conifer	Sawtimber	CCF	128.00	11.20	$20.05	$2.31	$0.00	$0.98
Mixed Hardwood	Sawtimber	CCF	57.00	12.90	$57.50	$5.08	$0.00	$0.98
Pine	Sawtimber	CCF	13.00	22.80	$39.85	$5.53	$0.00	$0.98
Aspen	Pulpwood	CCF	562.00	10.30	$12.75	$1.81	$0.00	$0.98
Mixed Conifer	Pulpwood	CCF	523.00	6.80	$22.35	$2.48	$0.00	$0.98
Mixed Hardwood	Pulpwood	CCF	436.00	7.30	$26.78	$2.80	$0.00	$0.98
	Total	CCF	2,048.00				$0.00	$2,007.04

There is a $4,200.00 bid guarantee required on this sale.

If you wish further information on this sale, the prospectus and bid form, please write or call the St. Ignace Ranger District and Martha Sjogren (906-643-7900 ext. 117). You may obtain advertisement information, the draft sample contract and bid form on-line under the Timber Sales Link at http://www.fs.usda.gov/detail/hiawatha/landmanagement.

Sincerely,

For Kari Vandelaal

ROBERT WEST
District Ranger

Enclosure

TIMBER SALE PROSPECTUS

Sale Name :	Wicked Good TPPS	**Type of Sale :**	Premeasured
National Forest :	Hiawatha	**Ranger District :**	Sault Ste Marie
Bidding Method :	Sealed Bid	**Bid Guarantee :**	$4,200.00

Location of Bid Opening : St. Ignace Ranger District, W1900 West US-2, St. Ignace, MI 49781

Date : 11/24/2015 **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.

The Wicked Good TPPS Timber Sale is approximately two miles south of M-28 and the town of Raco, MI. There are eight Payment Units including the Road Right of Way (PU-50). Four payment units are Designation By Species and Diameter and five are Cut Tree Marked. The mixed conifer is primarily black spruce and balsam fir. The mixed hardwood is primarily red maple.

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.

Road Construction Costs. The advertised rate does not include the estimated cost of specified road construction. The estimated road construction cost has been included in the appraisal as a cost that the purchaser will incur. The purchaser will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT and bidders should consider the cost of road construction when developing their bids.

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
Aspen	Sawtimber	CCF	329.00	15.2	$12.63	$1.80	$0.00	$0.98
Mixed Conifer	Sawtimber	CCF	128.00	11.2	$20.05	$2.31	$0.00	$0.98
Mixed Hardwood	Sawtimber	CCF	57.00	12.9	$57.50	$5.08	$0.00	$0.98
Pine	Sawtimber	CCF	13.00	22.8	$39.85	$5.53	$0.00	$0.98
Aspen	Pulpwood	CCF	562.00	10.3	$12.75	$1.81	$0.00	$0.98
Mixed Conifer	Pulpwood	CCF	523.00	6.8	$22.35	$2.48	$0.00	$0.98
Mixed Hardwood	Pulpwood	CCF	436.00	7.3	$26.78	$2.80	$0.00	$0.98
	TOTAL	CCF	2,048.00				$0.00	$2,007.04

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of $15,321.00 is included in total timber value.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 12/01 and 03/15. Contract termination date is 06/30/2019. 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.

By the midpoint of the last normal operating season, or 12 months from the initial periodic payment, whichever date is first, the purchaser shall have paid for, or in lieu thereof, deposited cash in the amount of 75 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 $5,000.00 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. The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the timber sale purchaser. Sufficient information to permit a prospective bidder to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this sale.

Road Number	Road Name	Traffic Service	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
TL-1	Temp landing PU-4.	D	0.02 / 0.03	$1,633.00	C
TL-2	Temp landing PU-6.	D	0.02 / 0.03	$1,193.00	C
3252C	End of Spur 3352C.	C	0.04 / 0.06	$1,356.00	C
3352J	Waishkey River Rd Spur J	C	0.62 / 1	$5,218.00	C

* C = Construction
R = Reconstruction

Total estimated construction cost allowed in appraisal is $9,400.00

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, 7150 Harris DR PO BOX 30644 Lansing, MI 48909, 517-322-1814.

20. GENERAL. Corporations submitting an offer under this solicitation must include form AD-3030-FS, 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.

*Approximately 30 percent of the sale volume is balsam fir, black and white spruce which has been affected by the spruce budworm. Some mortality is evident and it would be in the best interest of the Bidder to make their own volume estimate and bid accordingly.

*Due to a culvert replacement and road work project, the Forest Service may have a road closure in place on FR3352 between the southeast corner of PU-04 and the northeast corner of PU-06 between June and September of 2016 or 2017.

BT2.1 INCLUDED TIMBER
This sale was cruised July 2015 through September 2015.

CT2.301# PROTECTED AREAS
Protected Areas (PA) near Payment Units 01, 03 and 50 boundaries are identified on the ground with three vertical spots facing out of the area, a vertical line on each side of the bole facing the direction of the boundary and a stump mark with ORANGE paint. There shall be no tree felling or equipment operations within PA?s.

CT2.302# BOUNDARY TREES
All Payment Unit exterior boundaries are designated with three vertical spots facing into the unit, a vertical line on either side of the bole of the tree facing the direction of the boundary and a stump mark with ORANGE paint. Common boundaries between units are marked the same as exterior boundaries. FR 3352 is the eastern boundary for Payment Unit 04, 05 and 06 and FR 3352F is the north boundary of Payment Unit 05. Where the boundary is coincidental with the road, only the corners where the boundary meets the road are painted.

CT2.352# DESIGNATION BY SPECIES AND DIAMETER (DxSPP)
Within Payment Units 01 and 05 all species except ORANGE banded trees may be cut.
Within Payment Units 06 and 08 all species may be cut.

CT2.355# INDIVIDUAL TREES, CUT TREE MARKING (CTM)
Trees designated for cutting in Payment Units 02, 03, 04 and 07 are marked with one slash of BLUE paint, on two sides of the bole, at breast height and BLUE paint below stump height. Payment Unit 50 (Road Right of Way) is marked with one slash of YELLOW paint, on two sides of the bole, at breast height and YELLOW paint below stump height.

CT5.12# USE OF ROAD BY PURCHASER
FR3352 is a designated snowmobile trail. When operations occur during the winter season, snowplowing will require banks to be sloped at ends of plowed sections and at cross roads. Warning signs will be required where snowplowing begins and ends. Type of signs and locations will be agreed upon with Forest Service Representative as part of the traffic control plan (BT6.33).

FR3252J must be frozen from the west boundary of Payment Unit 07 to the end of the road.

CT5.31# ROAD MAINTENANCE REQUIREMENTS
General Road Maintenance Specifications T-8360 will be used for approximately 2.8 miles of existing and new roads that will be utilized under this contract. An appraisal adjustment has been made for this work.

CT5.32# ROAD MAINTENANCE SCHEDULE
The required deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is $0.98 per CCF.

CT6.313# CUTTING SCHEDULE
Unless changed by written agreement, only THREE (in addition to PU-50, Road Right of Way)
Payment Units may be released at one time.

CT6.314# OPERATING REQUIREMENTS
Within all Payment Units, operations may need to be halted during spring thaw and rainy periods to prevent excessive rutting and compaction.

Within Payment Units 01, 02, 03, 04, 05, 06, 07 and 08 this is normally judged to be 6 inches of frozen soil and or 12 inches of compacted snow.

All slash resulting from Purchasers operations must lay within four feet of the ground. Windrowing of slash is to be avoided.

Decking is not allowed within 70 feet of FR3352.

BT6.33 SAFETY
Traffic control devices (i.e. safety signs) will be needed at several locations, as shown on Sale Area Map, or in other agreed upon locations.

BT6.35 EQUIPMENT CLEANING
Prior to moving any Off-Road Equipment onto the Sale Area, Purchaser will need to advise Forest Service of its cleaning measures and will need to make equipment available to Forest Service for inspection. Cleaning of Off-Road Equipment between payment units is not anticipated at this time. Forest Service does not warrant against the finding of new locations of invasive species, which may change the requirements of this provision.

BT6.412 STUMP HEIGHTS
Sawtimber stump heights will be no more than 12 inches above ground, while pulpwood stump heights will be no more than 10 inches above ground.

BT6.5 STREAM COURSE PROTECTION
Approval of skidding across Stream Course Protection Areas identified on the sale area map is not anticipated.

CT6.7# SLASH DISPOSAL MEASURES
Within a 25-foot strip, measured from the cleared edge (or tree-line) of FR3352, all slash resulting from Purchaser's operations shall be removed. An appraisal adjustment has been made for this work.

AT13 NORMAL OPERATING SEASON
December 01 to March 15

AT17 MARKET-RELATED CONTRACT TERM ADDITION PRODUCER PRICE INDEX
The Forest Supervisor has determined that the index for this sale is the Woodchips Index 211135. Prior to sale award, the apparent high bidder will be given the opportunity to provide input as to which index they feel best represents the products on this sale.

Additional Forms
There is a form enclosed that the Bidder may fill out and send with their bid if they would like to have their bid guarantee applied toward their down payment, in the event that their bid is declared the apparent high bid.

Payment Unit Acreage

PU	ACRES
01	13.0
02	31.9
03	36.5
04	19.7
05	17.7
06	9.2
07	36.8
08	8.8
50	1.0