

Reply to: 2430  
Date: 02/19/2016

Dear Prospective Bidder:

On 03/22/2016, 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 Ruby TPPS sale. This sale is located in T46N-R6W; Sec. 35 and T45N-R6W; Sec. 2. Timber sale Contract 2400-6T will be used. The termination date for this sale is 09/30/2020.

There are 0.07 miles (0.11 kilometers) of specified road reconstruction. A specified road construction cost of \$6,486.50 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 5,922 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**

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
Red Pine	Sawtimber	CCF	5,327.00	14.30	\$62.33	\$17.47	\$0.00	\$0.00
Mixed Hardwood	Pulpwood	CCF	57.00	6.80	\$19.73	\$5.57	\$0.00	\$0.00
Red Pine	Pulpwood	CCF	538.00	6.90	\$46.66	\$13.65	\$0.00	\$0.00
	Total	CCF	5,922.00				\$0.00	\$0.00

There is a \$35,900.00 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 or Martha Sjogren (906) 643-7900 ext. 117. You may obtain advertisement information, the draft sample contract and bid form online under the Timber Sales link at <http://www.fs.usda.gov/detail/hiawatha/landmanagement>.

Sincerely,



ROBERT WEST  
District Ranger

Enclosure

## TIMBER SALE PROSPECTUS

Sale Name :	Ruby TPPS	Type of Sale :	Premeasured
National Forest :	Hiawatha	Ranger District :	Sault Ste Marie
Bidding Method :	Sealed Bid	Bid Guarantee :	\$35,900.00

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

Date : 03/22/2016

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 Ruby TPPS Sale is located approximately ten miles north of Trout Lake Michigan and south east of Eckerman Corner. There are seven Payment Units including the Road Right of Way (PU-50). The sale consist mainly of red pine sawtimber and pulpwood. Mixed hardwood pulpwood is primarily red and sugar maple. There is less than two CCF of aspen pulpwood within the mixed hardwood pulpwood. There is less than one CCF of mixed hardwood sawtimber included with the red pine sawtimber. There is approximately one CCF of mixed conifer pulpwood included with the red pine pulpwood.

**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

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Advertised Rates	Base Rates	Required Deposits	
							Slash Disposal	Road Maintenance
Red Pine	Sawtimber	CCF	5,327.00	14.3	\$62.33	\$17.47	\$0.00	\$0.00
Mixed Hardwood	Pulpwood	CCF	57.00	6.8	\$19.73	\$5.57	\$0.00	\$0.00
Red Pine	Pulpwood	CCF	538.00	6.9	\$46.66	\$13.65	\$0.00	\$0.00
<b>TOTAL</b>			<b>5,922.00</b>				<b>\$0.00</b>	<b>\$0.00</b>

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$99,225.00 is included in total timber value.

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 06/01 and 03/31. Contract termination date is 09/30/2020. 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 \$36,000.00 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 *
3027	AARON	C	0.03 / 0.05	\$2,059.50	R
3028	FRED	C	0.04 / 0.06	\$2,830.00	R

\* C = Construction  
R = Reconstruction

Total estimated construction cost allowed in appraisal is \$6,486.50

The estimated road construction cost includes the cost of road reconstruction engineering services, pursuant to Public Law 88-657, 78 Stat. 1089, 16 U.S.C. 532-537. Refer to provision C(T)5.213# - Deposit for Reconstruction Engineering Services in the sample contract for additional information.

Purchaser shall make a cash deposit in the amount \$1,597.00 for engineering services completed by Forest Service in preparation of this contract. The Forest Service shall complete reconstruction related engineering services on the following schedule:

**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>.

This sale was cruised September 2015 through December 2015.

**CT2.301# - Protected Areas**

Notwithstanding the designations for cutting under standard provisions BT2.31, BT2.33, BT2.34 and BT2.35, trees within the area to be protected in Payment Unit(s) 1, 2 and 3 shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by three ORANGE Vertical spots facing out of the Protected Area, An ORANGE vertical line on each side of the bole facing the direction of the boundary and one stump mark with ORANGE paint. Equipment must stay on the existing road bed within the Protected Area. Hauling is allowed, traffic must stay on road bed. No dirt work without USFS Approval .  
**BOUNDARY TREES ARE NOT TO BE CUT.** Sale Area Map indicates, with symbol "PA," units within which Protected Areas are identified on the ground and are to be left uncut.

**CT2.355# Individual Trees, Cut Tree Marking (CTM)**

Trees designated for cutting in Payment Units 1, 2, 3, 4, 5 and 6 are marked with one slash of BLUE paint, on two sides of the bole, at breast height and BLUE paint below stump height. Road Right of Way, Payment Unit 50, is marked with one slash of YELLOW paint, on two sides of the bole, at breast height and YELLOW paint below stump height.

**CT2.302# Boundary Trees**

Exterior and Common boundaries for Payment Units are designated with three ORANGE vertical spots facing into unit, an ORANGE vertical line on each side of the bole facing the direction of the boundary and a stump mark with ORANGE paint.

Exterior boundaries for Protected Areas and No Cuts are designated with three ORANGE vertical spots facing out of the Protected Area, an ORANGE vertical line on each side of the bole facing the direction of the boundary and a stump mark with ORANGE paint.

Where Payment Unit boundaries are coincidental with the road or utility line only the corners where the boundary meets the roads or utility lines are painted.

M-123 is the south western Payment Unit boundary for Payment Units 1, 3, 4, 5 and 6. FR 3027 is the Common Payment Unit boundary for Payment Units 1, 2 and 3. FR 3666 is the Eastern Payment Unit boundary for Payment Units 4, 5 and 6. Utility line is the northeast half boundary of Payment Unit 1 and north boundary of Payment Unit 2.

Payment Unit-50 (Road Right of Way) boundary is the extent of the YELLOW paint.

**CT5.12# Use of Roads by Purchaser**

Forest Road 3566 is a designated snowmobile route. Hauling is not permitted between December 1 and April 1 inclusive, If road is closed during this time period, snowplowing will require banks to be sloped at the ends of plowed sections and at crossroads; warning signs will be required to warn snowmobile operators 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 required in BT6.33.

**CT5.213# Deposit for Reconstruction Engineering Services**

Purchaser shall make a cash deposit of \$1597.00 for engineering services (pre-construction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Purchaser's use under this contract, pursuant to 16 USC 537.

**CT5.31# Road Maintenance Requirements**

General Road Maintenance Specifications T-8360 is required for approximately 2.6 miles of roads on this sale.

**CT6.313# - Cutting Schedule**

Unless changed by written agreement, only Three in addition to the road right of way (PU-50) Payment Units may be released at one time, and the sequence of cutting Payment Units shall be: at the option of the Purchaser.

Unless there is agreement in writing to postpone specific requirements, all contractual requirements on a Payment Unit shall be accepted by Forest Service prior to the release of an additional Payment Unit.

#### CT6.314# Operating Requirements

Within All Payment Units, logging operations may not be permitted between March 15 and July 1 (inclusive) due to bark slippage.

Within All Payment Units, operations may only occur when soils are capable of supporting equipment without incurring detrimental compaction, puddling or rutting.

Within ALL Payment Units, operations may need to be halted during spring thaw and rainy periods to prevent excessive rutting and compaction.

Operations may need to be halted during drought periods, as soils are vulnerable to erosion.

All utility lines may only be crossed at locations approved by the Sale Administrator.

Within ALL Payment Units, windrowing of slash is to be avoided and all slash resulting from Purchaser's operations shall lie within four feet of the ground.

Decking is not allowed within 70 feet of M-123.

#### BT6.35 Equipment Cleaning

Equipment Cleaning will be required for this timber sale. Prior to moving off-road equipment onto the sale, Purchaser shall be required to take reasonable measures to ensure that each piece of equipment is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. Cleaning of equipment between Payment Units is not anticipated at this time but the Forest Service does not warrant against finding new infestations of Non-Native Species of Concern.

#### CT6.42# Skidding and Yarding Requirements

As used in this provision, skidding equipment includes rubber-tire and track-mounted skidders, forwarders, fell bunchers, processors and any other mechanized equipment that is used off of landings and roads.

Within All Payment Units, unless agreed upon in writing, the overall width of the felling and skidding equipment, including tracks, wheels or blade, shall not exceed 9.5 feet.

#### CT6.7# - Slash Disposal Measures

Slash resulting from Purchaser's operations shall be removed from lakes, ponds, private land, right-of-way clearings for telephone lines, power lines, pipelines, and other authorized facilities, and landings to be seeded under Special Provision CT6.6#.

The tops of felled trees shall not be left hanging in standing trees. All trees cut or pushed for landing and other construction clearings shall be completely felled and not left leaning. Slash resulting from construction clearing shall be treated concurrent with operations.

Slash Disposal treatment zones are shown on the Sale Area Map with symbol "SDZ."

Other specific slash disposal requirements are as follows:

Within a 50-foot strip, measured from the cleared edge (or tree line) of M-123, all slash resulting from Purchaser's operation shall be removed; an additional 50-foot of slash shall lay within two feet of the ground.

#### AT6 STUMP HEIGHTS

Sawtimber product stump height will be no more than 12 inches and pulpwood product stump height will be no more than 10 inches above ground level.

#### AT13 Normal Operating Period

June 1 through March 31 Inclusive

#### AT17 Market-Related Contract Term Addition Producer Price Index

The Forest Supervisor has determined that the index for this sale is the Softwood Lumber Index Number 0811. 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.

**CT6.81 Product Identification**

This provision is not applicable and will be waived for the purpose of this contract by the Forest Service Contracting Officer at the time of contract execution.

**Additional Form**

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.

**PU Acres**

01 37.8

02 39.7

03 52.2

04 63.6

05 65.1

06 23.4

