TIMBER SALE PROSPECTUS

Sale Name :	Running Bear	**Type of Sale :**	Premeasured
National Forest :	Chippewa	**Ranger District :**	Walker
Bidding Method :	Sealed Bid	**Bid Guarantee :**	$11,500.00

Location of Bid Opening : Walker, MN

Date : 02/04/2020 **Time :** 02:00 PM

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 Running Bear Timber Sale is located approximately 7 miles south of Walker Minnesota in parts of sections 17, 18, 19, 20, and 21, T141N, R31W, 5th P.M., Chippewa National Forest, Cass County, MN. This sale is composed of mostly mixed hardwood and aspen with some pine and a small amount of other conifer.

4. TIMBER QUANTITIES AND RATES. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, bidders are urged to examine the timber sale area and make their own estimates.

THE MINIMUM ACCEPTABLE BID RATE IS STATED IN THE ATTACHED BID FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Advertised Rates	Base Rates	Required Deposits: Slash Disposal	Required Deposits: Road Maintenance
Mixed Hardwood	Sawtimber	CCF	631.00	13.6	$8.38	$2.70	$0.00	$0.33
R&W Pine	Sawtimber	CCF	647.00	12.1	$56.39	$16.80	$0.00	$0.33
B. Fir Including Spruce	Sawtimber	CCF	115.00	12.4	$29.12	$7.46	$0.00	$0.33
Aspen	Pulpwood	CCF	1,518.00	9.5	$30.40	$7.75	$0.00	$0.33
Mixed Hardwood	Pulpwood	CCF	1,377.00	7.9	$9.50	$2.96	$0.00	$0.33
Pine	Pulpwood	CCF	276.00	6.9	$31.24	$9.49	$0.00	$0.33
B. Fir Including Spruce	Pulpwood	CCF	68.00	7.2	$27.79	$7.15	$0.00	$0.33
	TOTAL	CCF	4,632.00				$0.00	$1,528.56

Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Mixed Hardwood	Grn Bio Cv	CCF	$1.00		

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of $31,197.00 is included in total timber value.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 05/15 and 03/15. Contract termination date is 09/30/2022. 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 $12,000.00 whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 6 months past the contract termination date.

8. SPECIFIED ROADS. Not Applicable.

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

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE SALES. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Not Applicable.

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

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

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

a. The purchaser has adequate financial resources to perform the contract or the ability to obtain them;

b. The purchaser is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;

c. The purchaser has a satisfactory performance record on timber sale contracts. A prospective purchaser that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer

determines that the circumstances were beyond the purchaser's control and were not created through improper actions by the purchaser or affiliate, or that the purchaser has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible contractor. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;

d. The purchaser has a satisfactory record of integrity and business ethics;

e. The purchaser has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;

f. The purchaser is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

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

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

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

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS. Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 443 Lafayette RD, N St. Paul, MN 55155, 651-282-5772.

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

The Market-Related Contract Term Addition Producer Price Index listed in AT17 of the sample contract can be changed by mutual

agreement prior to contract award. Contact the Contracting Officer or the District Office if you wish to do so.

Slash Disposal: There are special slash disposal provisions included, see the Sample Contract for details.

Operating Requirements: Within Payment Units1, 6, 7, and 8 operations are permitted during the period of August 31 - February 28 (Northern Goshawk), Within Payment Units 5, 9, 10, 11, and 12 operations are permitted during the period of August 15 - March 30 (Red Shoulder Hawk), Within Payment Unit 3, 6, 7 and 10; Purchaser's operations are restricted to the period of September 1st - March 1st unless an agreement is reached to haul all designated timber within 2 weeks of cutting and to keep all slash work current and the sequence of cutting payment units shall be mutually agreed upon by Purchaser and Forest Service.

CT2.352# - Designation by Species and Diameter: Payment Units 1, 2, 4, 5, and 9 are Designate Aspen and Mixed Hardwood, Defering Elm and Black Cherry, additional Conifer are CTM with blue paint.

CT2.352# - Designation by Species and Diameter: Payment Unit 8 is Designate Aspen, Mixed Hardwood, and Conifer, Defering Elm and Black Cherry.

CT2.355# - Individual Trees, Cut Tree Marking - Payment Units 3, 7, and 10 are CTM with Yellow paint, and Payment Units 6, 11 and 12 are CTM with Blue paint.

R&W Pine Sawtimber and Pine Pulpwood contain some white pine and minor amounts of jack pine.

Biomass is available for purchase as timber subject to agreement.

Additional information concerning this Sale may be obtained from the District Ranger's Office, Walker Ranger District, Walker, Minnesota or the Forest Supervisor's Office, Cass Lake, Minnesota.

If you would like to view and/or print the detailed information on this sale, follow the link (https://www.fs.usda.gov/detailfull/chippewa/landmanagement/), then click on "Current Timber Sales".

The policy of the United States Department of Agriculture, Forest Service, prohibits discrimination on the basis of race, color, national origin, age, religion, sex, disability, family status, and/or political affiliation. Persons believing they have been discriminated against in any Forest related activity should write to: Chief, Forest Service, USDA, PO Box 96090, Washington, DC 20090-6090.

BY 2" DIAMETER CLASS
(12-inch class = 11.0 - 12.9 inches; 14-inch class = 13.0 - 14.9 inches, and so on.)
CRUISE#: 55013 SALE#: 55013
SALENAME: Running Bear VERSION: 10.01.2019
RUN DATE & TIME: 12/9/2019 2:19:52 PM VOLUME LIBRARY VERSION: 09.25.2019

SPEC	012	094	105	125	129	316	318	375	543	741
PROD	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL
U OF M	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL
1-4	0	0	0	0	0	0	0	0	0	0
6	205	61	0	153	611	1058	529	705	529	0
8	246	102	0	917	306	705	529	1411	0	128
10	188	50	153	1222	153	1411	0	1411	0	128
12	99	59	0	306	306	176	0	1021	0	0
14	89	79	0	153	153	0	0	128	0	0
16	10	20	0	458	0	0	0	0	0	0
18	20	0	0	15	5	0	0	0	0	0
20	10	10	0	25	0	0	0	0	0	0
22	0	10	0	25	5	0	0	0	0	0
24	0	0	0	25	0	0	0	0	0	0
26	0	0	0	5	0	0	0	0	0	0
TOTALS	866	392	153	3305	1538	3351	1058	4676	529	255

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(12-inch class = 11.0 - 12.9 inches; 14-inch class = 13.0 - 14.9 inches, and so on.)
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SALENAME: Running Bear VERSION: 10.01.2019
RUN DATE & TIME: 12/9/2019 2:19:52 PM VOLUME LIBRARY VERSION: 09.25.2019

SPEC	743	746	823	833	951	
PROD	ALL	ALL	ALL	ALL	ALL	
U OF M	ALL	ALL	ALL	ALL	ALL	TOTALS
1-4	0	0	0	0	0	0
6	383	2044	353	529	0	7161
8	511	2427	176	705	1940	10103
10	511	1916	0	529	176	7847
12	128	383	0	766	0	3244
14	255	511	0	894	0	2262
16	128	255	0	255	128	1254
18	0	255	0	128	0	423
20	128	128	0	255	0	556
22	0	0	0	0	0	40
24	0	0	0	0	0	25
26	0	0	0	0	0	5
TOTALS	2044	7919	529	4062	2244	32921