

TIMBER SALE PROSPECTUS

Sale Name :	Richardson Creek 306-318	Type of Sale :	Scaled
National Forest :	NFS In Mississippi	Ranger District :	Homochitto
Bidding Method :	Sealed Bid	Bid Guarantee :	\$41,600.00

Location of Bid Opening : Homochitto District Office, 1200 Highway 184 East, Meadville, MS

Date : 05/18/2020

Time : 10:00 AM

1. INTRODUCTION. Because of COVID-19, the method of bid is sealed bid and we encourage all bids to be mailed to the District Office. Bid packages will be available online or emailed to prospective bidders. This will limit the need for bidders to be present at bid openings. Bid results will be emailed to all bidders. 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 2400-6 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 via email (provide an email address and the above information will be emailed to you).

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.

Weighted Average Stumpage Rate Bidding:

Prospective purchasers must submit bids in terms of the weighted average stumpage rate. The bid form states minimum acceptable rates and estimated quantities of timber together with the minimum acceptable weighted average rate. The advertised minimum acceptable weighted average rate is only for the biddable species, as listed on the bid form in the upper section of block 14. It does not include any non-biddable, fixed rate species listed in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The bidder should enter the offer on the bid form only in terms of weighted average stumpage. The Forest Service shall establish bid rates by species in the contract by multiplying each species' minimum acceptable bid rate by the bid increase percentage. Such rates will be rounded to the nearest cent. The bid increase percentage is the bidder's weighted average bid rate divided by the minimum acceptable weighted average rate. The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

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 subdivisions, 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 sale area is located on the National Forest of Mississippi on the Homochitto National Forest, approximately 8 miles south of Roxie, MS in Franklin County, including about 5,047 acres, of which an estimated 332 acres are marked and/or designated for cutting. The methods of cut include about 332 acres of stand clearcutting with reserves. The sale contains thirteen (13) Cutting Areas within two (2) Subdivisions. This is a weight scale timber sale. The following listing of Included Timber by method of cut is for information only. Refer to the Sample Contract of specific requirements.

All trees that meet utilization standards listed in A2 within Individual Tree Marked Cutting Units 1-5, 7-13 & 16 (LTM) as shown on the Sale Area Map). Trees to be left uncut are marked in the payment unit. Unmarked trees meeting utilization standard A2 shall be cut. Unit boundaries are marked in orange.

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 Minimum Acceptable Rates
per Unit of Measure**

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Minimum Acceptable Bid Rates	Base Rates	Required Deposits	
							Slash Disposal	Road Maintenance
Combined Softwoods	Non-Saw	Ton	42,918.00	N/A	\$9.69	\$6.69	\$0.00	\$0.43
	TOTAL	Ton	42,918.00				\$0.00	\$18,454.74

The minimum acceptable weighted average bid rate is \$9.69 per Ton for the biddable species. It does not include any non-biddable, fixed rate species listed on the bid form in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

This rate has been established by appraisal, with a cost allowance for the roads specified by the contract, if any. Required deposits for slash disposal and road maintenance are in addition to the advertised rates for timber.

Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Hardwood - Low Grade	Misc-Conv.	Ton	\$1.00	\$0.00	\$0.43

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$301,478.00 is included in total timber value.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 03/15 and 12/15. Contract termination date is 06/30/2023. 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 \$42,000.00 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, 3780 I-55 North Suite 210, Jackson, MS 39211, (601) - 956-4606.

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>.

Purchaser will furnish, install, and maintain all temporary traffic control devices necessary to provide forest users with adequate warning of hazardous or potentially hazardous conditions associated with the purchaser's operations

The Purchaser or its representative shall have a pre-operations meeting with the Forest Service Representative before operations begin. This meeting is to provide each party an opportunity to discuss the details of the contract, billing procedures, logging plans, roads to be used for hauling, and other matters pertinent to the sale.

Felling will be done with chainsaws or mechanical cutters with a minimum of six inch spacers on the bottom of the cutting head to ensure retention of stump marks.

The included timber for this sale has been blended together as one product and will be referred to as Non-Saw. The appraisal has taken a weighted average of the estimated volume of pine sawtimber and pine pulpwood and determined a single value per ton for the pine products. Any operational timber for temporary road access or log landings will be designated by paint and when hauled and weighed, added at the contract price for the non-saw product. No hardwood timber is included. If needed, hardwood timber will be designated for cutting, but not for removal. Merchantable trees are from 5.0?-21.9 inches.

Erosion Control: Purchaser shall revegetate, normally by seeding or planting with grasses or other suitable plant material, areas where soil disturbance by Purchaser's operations will result in soil losses from erosion. Purchaser shall vegetate areas designated by the Forest Service in accordance with the specifications listed in the Contract, including temporary roads, skid trails, and landings. \$25,500.00 has been allowed in the appraisal for Purchaser performance of this work. Refer to the sample contract for specific requirements.

Slash Disposal: Purchaser shall remove all logging slash and other debris resulting from Purchaser's operations from cleared pipeline and power line rights-of-way, road surfaces, shoulders, drainage ditches, trails, and protected streamcourses shown on the Sale Area Map. Refer to the sample contract for specific requirements.

This sale is intended to be a mechanical operation, however, there may be areas within the units that will require the purchaser to use chainsaw felling and winching.

Trees to be cut are designated with a combination of Blue and Green paint in each payment unit to allow Temporary Road construction will not be scheduled to occur outside the Normal Operating Season. The location and clearing widths of all Temporary Roads and landings shall be agreed to and all timber within the clearing limits will be paid for before construction is started. Refer to the sample contract for more information. A total value of \$5,446.00 has been allowed in the appraisal to cover these temporary road costs.

In addition to road maintenance deposits of \$ 0.43/ton, the purchaser is required to perform road maintenance on several Forest Service roads during and at the conclusion of the sale. This work includes dozer blading, ditch cleaning, seeding, and road closure of identified roads. The costs of the purchaser maintenance is estimated at \$31,734.68. See Sample Contract (CT5.31).

Within the sale area, and as shown on the Sale Area Map with the SA symbol, all closed and gated roads that provide access to the sale payment units are restricted between March 1st- July 30th when the road crosses a RCW colony boundary. Harvesting and harvesting equipment is also prohibited within any colony sites between March 1st- July 30th. Road 101A, 101A 1, 182A, 182D and 184E travels along several RCW colonies, no logging or logging equipment is permitted off of the road at the colony sites during these times.

We have located and treated Southern Pine Beetle infestations in this sale area. If new infestations are discovered we will request you assist us with the suppression efforts. If you agree and delay your other forest sales we will grant a contract termination date adjustment toward all of your other sales. We could also have new infestations and deduct volume that are not yet included in this sale volume. If that occurs the new deduct volume totals will be applied to the sale after it is awarded to a purchaser.

Purchaser will be required to perform road maintenance on roads 101A, 101A1, 101A1B, 101K, 101L, 182A, 182B, 182D, 184A and

184A1. Approximately 31,734.68 has been allowed in the appraisal to cover the value of this work. This work includes surface blading (dozer/grader), road closure by earthmound and placement of 252cys of clay and 14 tons of crushed aggregate gravel that the purchaser will be required to purchase, haul, and spread at the designated locations..

Payment for volume on this sale will be determined by weight at scales approved by the Forest Service. A procedure will be in place to issue and account for load removal receipts. In addition to an attached load removal receipt, each load will be branded with a specific Alpha/Numeric code in a designated color of paint.

Trees designated for retention within clear cut are designated with ORANGE paint.

A haul plan will be prepared and submitted to the Contracting Officer for approval. The haul plan will include a route from the Sale Area to each approved scale, list of logging contractors, planned schedule for hauling, and a description of trucks and names of drivers to be used on this particular sale. The haul plan can be revised as needed to add scales, haul routes, trucks, and drivers.

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There is an estimated 1050 tons of low grade hardwood listed as Timber Subject to Agreement at an advertised rate of \$1.00 per ton.