

TIMBER SALE PROSPECTUS

Sale Name :	Mockingjay	Type of Sale :	Premeasured
National Forest :	San Juan	Ranger District :	Mancos/Dolores
Bidding Method :	Sealed Bid	Bid Guarantee :	\$100.00

Location of Bid Opening : GM-UNC-GUNN NF Supervisor's Office

Date : 06/05/2013

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 MOCKINGJAY Timber Sale is located on the Mancos-Dolores Ranger District, San Juan National Forest. The sale is approximately 5 miles north of Mancos, CO. The primary access route to the Sale is north from Highway 184 on County Road 41 (Chicken Creek Road) and Forest Service roads 385 and 385.D. This sale primarily contains Ponderosa Pine sawtimber and has easy road access. NOTE: The traditional utilization standard for ponderosa pine sawtimber has been changed for this contract. The minimum d.b.h. for sawtimber in this contract is 10.0 inches. (see AT2)

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	Road Maintenance
Live Ponderosa Pine	Sawtimber	CCF	676.00	N/A	\$1.08	\$1.00	\$1.31	\$0.19
Live Ponderosa Pine	Misc-Conv.	CCF	42.00	N/A	\$1.00	\$1.00	\$1.31	\$0.19
TOTAL		CCF	718.00				\$940.58	\$136.42

This sale contains contract provisions for stumpage rate escalation. Tentative bid rates for timber , except Live Ponderosa Pine Misc-Conv. apply, subject to quarterly adjustment during the contract period.

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$588.00 is included in total timber value.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 05/20 and 11/30. Contract termination date is 03/31/2015. 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.

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.

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 \$700.00 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. The contract requires domestic processing of included timber except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. The bidder, by signing the bid for advertised timber, certifies compliance with the applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620, *et seq.*) with each bid.

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 Region VIII, 1999 Broadway, Suite 1690, Denver, CO 80202-5716, 303-844-1600.

20. GENERAL.

Prospective purchasers are advised that Special (CT) Provisions are used in this contract. Purchaser's review of these special provisions is advisable prior to bidding.

NOTE: The traditional utilization standard for ponderosa pine sawtimber has been changed for this contract. The minimum d.b.h. for sawtimber in this contract is 10.0 inches. (see AT2)

CT2.21# - Optional Removal is included in this contract.

--Ponderosa Pine Misc.-Conv. with a D.B.H. from 5.0 inches to 9.9 inches may be left at the Sale Area at the option of the Purchaser.
--Merchantable material that the Purchaser opts not to remove from the Sale Area shall be severed from the stump and treated according to CT6.7#.

--The Purchaser relinquishes any and all rights to Included Timber not removed from a Payment Unit under this provision. The Forest Service may at any time prior to Termination Date, sell or otherwise dispose of such material without further consent of the Purchaser.

CT2.356# - Individual Trees (Leave Tree Marking) is included in this contract. All UNMARKED live ponderosa pine meeting utilization standards are designated for cutting. Leave-Trees to be left uncut are marked above and below stump height with ORANGE paint.

CT5.12# - Use of Roads by Purchaser is included in this contract. Hauling on NFSR 385.D west of M.P. 0.4 is prohibited and hauling will be restricted on all roads annually from February 15th thru April 30th (inclusive) to prevent soil damage during periods of soil saturation associated with seasonal snowmelt/thawing. (see Sale Area Map)

CT5.32# - Road Maintenance Deposit Schedule is included in this contract. Purchaser surface rock replacement deposits of \$0.19/CCF are included in this schedule. Deposit rates are assessed and calculated based on projected use of portions of NFSR 385. These required deposits are in addition to the bid rates for the timber.

CT5.34# - Obliteration of Temporary Roads, Skid Trails and Landings is included in this contract. Purchaser shall obliterate and/or close temporary roads and landings as specified using the stated methods.

CT5.41# - Closure To Use By Others is included in this contract. During the annual period of November 15th to May 31st, the gate on

NFSR 385 shall remain closed to the public as directed by the Forest Service.

CT6.223 - Protection of Fences is included in this contract. Purchaser shall install temporary cattleguards or other suitable barriers at each location where range fences are cut for temporary road access. Fence repair will be kept current with logging operations.

CT6.312# - Sale Operation Restrictions is included in this contract. All operations will be restricted annually from December 16th thru March 31st (inclusive) to prevent conflict with winter recreationists on groomed crosscountry ski trails. Also, all operations will be restricted annually from February 15th thru April 30th (inclusive) to prevent soil damage during periods of soil saturation associated with seasonal snowmelt/thawing.

CT6.601# - Erosion Control Seeding is included in this contract. Purchaser shall seed all exposed areas of raw soil as designated by the Forest Service using the specified seed mixture.

CT6.7# - Slash Treatment is included in this contract. Slash generated by harvesting activities shall be handled by the Purchaser in one of two ways. Slash shall either be piled within the unit or whole tree yarding shall be used to accumulate and pile slash at the landings. A combination of these two treatment methods may also be used if the end result is at least 80% of the slash is piled in an acceptable manner. Felling of damaged residuals and cull sawtimber trees is also required. Additional information is included in the Slash Disposal Table of CT6.7#.

NOTE: FAXed bids will not be accepted and if sent will be considered as NONRESPONSIVE. If bidders choose to submit bids in an Express Mail or Overnight Delivery envelope, the outside of the envelope must clearly show (a) that it is a "Bid for Timber," (b) the sale name and (c) the date & time of the bid opening.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call 202-720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

CERTIFICATION OF NONSEGREGATED FACILITIES

(a) Segregated facilities, as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity provision in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity provision; (2) Retain the certifications in the files; and (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity provision. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The Forest Service may take up to 90 days to award the contract.

Bidders are advised that haul routes for this timber sale may be over roads or bridges which have restrictions or are otherwise inappropriate for use. Before bidding, bidders should make sure routes they plan on using can be legally used.