TIMBER SALE PROSPECTUS

Sale Name :	Radio Tower	**Type of Sale :**	Premeasured
National Forest :	Ottawa	**Ranger District :**	Kenton
Bidding Method :	Sealed Bid	**Bid Guarantee :**	$3,300.00

Location of Bid Opening : KENTON RANGER DISTRICT, 4810 E. M-28, KENTON, MI 49967

Date : 01/27/2014 **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.

From flashing light in Trout Creek, MI, drive 1 mile east on Highway M-28 to County Line Road. Travel south on County Line Road for 1.75 miles to the end of the road (driveway with gate to east). Payment Unit # 1 is approximately 0.1 of a mile on west side of the level 1 road.

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**
Mixed Conifer	Sawtimber	CCF	8.00	10.7	$17.47	$1.00	$0.00	$0.00
Mixed Hardwood	Sawtimber	CCF	90.00	18.1	$63.44	$4.37	$0.00	$0.00
Sugar Maple	Sawtimber	CCF	120.00	19.2	$177.19	$5.00	$0.00	$0.00
Aspen	Pulpwood	CCF	58.00	11.1	$4.39	$1.00	$0.00	$0.00
Mixed Conifer	Pulpwood	CCF	93.00	7.3	$1.00	$1.00	$0.00	$0.00
Mixed Hardwood	Pulpwood	CCF	684.00	9.4	$7.83	$1.00	$0.00	$0.00
	TOTAL	CCF	1,053.00				$0.00	$0.00

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of $9,690.00 is included in total timber value.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 07/15 and 09/30 and between 12/15 and 03/15. Contract termination date is 10/15/2016. 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 $4,000.00 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 one year 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 *
4588-E	FDR4588-E	D	0 ⁄ 0	$1,076.00	R
4588-E	FDR4588-E	D	0 ⁄ 0	$951.00	R
4588-J	FDR4588-J	D	0.04 ⁄ 0.06	$3,125.00	R

* C = Construction
R = Reconstruction

Total estimated construction cost allowed in appraisal is $5,152.00

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, 801 S Waverly RD, STE 306 LANSING, MI 48917, 517-377-1892.

20. GENERAL.

CUTTING DESIGNATION. Cut Tree Marking. All trees within Payment Units 001- 006 identified as Cut Tree Marked (CTM) on the Sale Area Map, are designated for cutting when marked with BLUE paint; and all trees within Payment Unit 007 (road ROW unit) identified as Cut Tree Marked (CTM) on the Sale Area Map, are designated for cutting when marked with YELLOW paint. CTM uits are marked as follows:

Sawtimber Trees are marked with one paint slash at eye level or higher on 2 opposite sides of the tree, with 2 stump marks.

Pulpwood Trees are marked with one paint slash at eye level or higher on 2 opposite sides of the tree, with 1 stump mark.

If there are multiple stems originating from a single stump (or where 2 trees have grown together) with each stem qualifying as an individual tree, there will be a corresponding stump mark for each tree in the clump.

Trees that are undesignated at time of contract award may be added to Included Timber when designated, by Seller, in the manner described above. Volume determination and payment of appropriate charges is required PRIOR to the cutting or felling of additional trees.

PAYMENT UNIT BOUNDARY TREES. Exterior boundaries are marked with 3 ORANGE paint slashes above stump height; interior boundaries are marked with 2 ORANGE paint slashes above stump height on each side of the boundary. Boundary trees are also marked below stump height. Paint marks face to the INSIDE of the Payment Unit. BOUNDARY TREES ARE NOT TO BE CUT.

PROTECTED AREAS. Areas of Reserved Trees in Payment Units 01 and 02 on the east side of FR 4588-J and the north boundary of Payment Unit 03 shall be left uncut. Boundary Trees along the perimeter of Protected Areas have been identified by 3 ORANGE paint slashes, "PA" at eye level (facing AWAY from the Protected Area), and painted at the stump. BOUNDARY TREES ARE NOT TO BE CUT. Protected Areas are shown on the Sale Area Map as"PA".

ROADS. All roads necessary to log this area will be approved by the Forest Service prior to maintenance/re-construction/construction. Prospective purchasers should determine, before bidding, whether existing roads they plan to use are available for log hauling. THE SAMPLE TIMBER SALE CONTRACT (CT5.12#) AND THE SALE AREA MAP LIST/SHOW ROADS AVAILABLE FOR USE (i.e., Hauling Prohibited, Use Prohibited, and/or Use Restricted).

Appraisal allowances were made for Pre-haul maintenance requirements (CT5.31# - Road Maintenance Requirements lists miles of road for each road). Purchaser shall perform pre-haul maintenance on an estimated 1.80 miles of roads at an estimated cost of $8,126.00. Appraisal allowances were also made for Purchaser required re-current and post haul maintenance; and, for deposits Purchaser is required to pay for roads the Forest Service will maintain. QUANTITIES OF WORK AND COST ESTIMATES ARE AVAILABLE UPON REQUEST.

Pre-haul Maintenance work (per the Sample Contract) includes:

- Haul and place 90 C.Y. pit run gravel (118 C.Y. loose material);
- Haul and place 30 C.Y. local borrow (39 C.Y. loose material);
-Install two hardened dips (includes furnishing/installing non-woven geotextile)
-Remove two culverts;
-Furnish and install two 15"X24' high density dual walled polyethylene pipes (HDPE); and,
-Remove two earthen berms; install two earthen berms.

Normal Season of Use. Cost allowances and maintenance requirements are based on the normal season of use and the standard of the specific road.

Material Sources (pit run gravel sources) are listed on the Sale Area Map and on Plans. For this timber sale, the Pit Source is the Six Mile Pit gravel pit, located at T46N-R37W, Section 1, Iron County, MI.

Specified Roadwork includes (see Sample Contract):

-Remove existing culvert;
-Furnish and install two 24"x24' high density dual walled polyethylene pipes (HDPE);
-Furnish and install one 57"x38"x30' riveted corrugated metal arch pipe;
-Furnish and install 60 S.Y. of 8 oz. Non-Woven Geotextile Fabric below Class-III rip-rap; and,
-Excavate 220 C.Y. of local borrow and place at designated locations.

Snowplowing. Purchaser should factor in cost to snowplow roads under jurisdiction of other government entities that have posted they do not snowplow roads.

Haul Route. North on County Line Road to Hwy. M-28.

TEMPORARY DEVELOPMENTS. The location and clearing widths of all temporary roads, landings, and skid trails will be agreed to before construction is started. This also includes the use of EXISTING temporary developments. After a temporary development has served the Purchaser's purpose, the road will be closed by the purchaser or as otherwise directed by the Forest Service. Temporary developments include:

-Construct 13 landings; re-hab following use; and
- 0.05 miles of skid routes; re-hab/berm following use.

OPERATING REQUIREMENTS. Within Sale Area, unless changed by written agreement, the following operating requirements apply:

Restricted operations/activities:

Payment Units 01, 02, 03, 04 (West and South Parcels), 05, & 06: Harvest operations are restricted 3/16-7/14 (due to soils and protection of residual stems) AND 10/01-12/14 (due to soils).

Payment Unit 04 (East Parcel): Harvest operations are restricted 3/16-7/31 (due to soils and protection of residual stems) AND 10/01-12/14 (due to soils).

Within the Sale Area, decked pine and other conifer material must be removed from the Sale Area within 30 days of cutting to minimize the potential breeding areas for pine beetles during the period of May 1 thru September 30.

Prohibited operations/activities:

Payment Units 01, 02, 04, 05, and 06: Whole-tree harvesting is prohibited (due to soil productivity requirements).

SKIDDING AND YARDING REQUIREMENTS. Harvested products within PU 04 (southern parcel) must be skidded/forwarded to location designated by the Forest Service. Products can be hauled from this location.

SLASH DISPOSAL MEASURES. In addition to standard contractual requirements in the Sample Timber Sale Contract, the following requirements are specific to this contract.

SDZ - shown on Sale Area Map for Payment Units 01-07: Slash resulting from construction clearing (such as landings, temporary roads, ROW clearing associated with pre-haul road maintenance requirements listed in CT5.31#), including Specified Road construction, shall be lopped and scattered to lie within 3 feet of the ground. All root wads will be severed from the stem and righted on the ground or otherwise disposed of as directed by the Forest Service, concurrent with operations.

SDZ(2) - shown on the Sale Area Map for Payment Units 01-06: All slash resulting from Purchaser's operations shall either be 1) left at the stump when severed from the merchantable portion of the stem, 2) delimbed in place when bunched with a processor-type equipment prior to skidding/forwarding to a central processing point, or 3) spread back evenly across the payment unit, concurrent with operations.

Logging slash and stumps used in the construction of road closure berms is excluded from the SDZ, SDZ(1) and SDZ(2) requirements..

SAFETY. Unless otherwise agreed in writing, when Purchaser's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the user [of the road] with adequate warning of hazardous or potentially hazardous conditions associated with the Purchaser's Operations. Purchaser

and Forest Service shall agree to a specific Traffic Control Plan for each individual project prior to commencing operations. Except as otherwise agreed, flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" and as shown on Plans, Sale Area Map, Traffic Control Plan, or in specifications included in the Sample Timber Sale Contract.

The Sale Area Map indicates the approximate location of required temporary traffic control signs for this timber sale. An appraisal allowance was made for the installation and maintenance of these signs.

Standard Provision BT6.81 - Product Identification (in the Sample Contract) will be waived by the Contracting Officer upon Contract Award. This provision is applicable west of the 100th Meridian.

The Market Related Contract Term Addition Producer Price Index (AT17 of the SAMPLE CONTRACT) is the Wood Chips Index #3211135. The successful bidder may request a change in Index, with WRITTEN JUSTIFICATION, prior to final execution of the Timber Sale Contract. This request is subject to approval.

DAMAGES. Prospective purchasers are cautioned that cutting or otherwise damaging any timber, tree, or other forest products, is PROHIBITED (36 CFR). This regulation also applies to the cutting, chipping, or chopping of trees to determine tree suitability for specialty products, and merchantability, within the Sale Area.

NEW REQUIREMENT: (these forms are included with the Bid Form on the Ottawa National Forest Internet website)

Corporations submitting an offer under this solicitation must include form AD-3030-FS "Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants"; and AD-3031-FS "Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants".

/s/ Barbara C. Van Alstine
BARBARA C. VAN ALSTINE
District Ranger

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