

**NATIONAL FOREST TIMBER FOR SALE**  
**APACHE/SITGREAVES NATIONAL FOREST**

The Phoenix Park Reoffer Sale is located within Sec 15,16,17,20,21,29,30,32 T12NR18E, NAVAJO, AZ, G&SRBM. The Forest Service will receive sealed bids in public at Apache-Sitgreaves National Forest, Black Mesa Ranger District, 2748 SR Hwy 260, Overgaard AZ 85933 at 2:00 PM local time on 02/23/2016 for an estimated volume of 5185 CCF of Combined Softwood fuelwood marked or otherwise designated for cutting. The Forest Service reserves the right to reject any and all bids. Interested parties may obtain a prospectus from the office listed below. A prospectus, bid form, and complete information concerning the timber, the conditions of sale, and submission of bids is available to the public from the Apache-Sitgreaves National Forests, Black Mesa Ranger District, 2748 SR Hwy 260, Overgaard AZ 85933. The USDA is an equal opportunity provider and employer.

Reply to: 2430  
Date: 02/09/2016

Dear Prospective Bidder:

On 02/23/2016, at 02:00 PM, sealed bids will be opened in the Apache-Sitgreaves National Forest, Black Mesa Ranger District, 2748 SR Hwy 260, Overgaard AZ 85933 for the Phoenix Park Reoffer sale. This sale is located in Sec 15,16,17,20,21,29,30,32 T12NR18E, NAVAJO, AZ, G&SRBM. Timber sale Contract 2400-6T will be used. The termination date for this sale is 02/23/2019.

The estimated quantities in this contract have been determined prior to felling. The total estimated quantity on this sale is 5,185 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
Combined Softwood	Fuelwood	CCF	5,185.00	N/A	\$0.27	\$0.27	\$0.00	\$0.00
	Total	CCF	5,185.00				\$0.00	\$0.00

There is a \$200.00 bid guarantee required on this sale.

If you wish further information on this sale, the prospectus and bid form, please write or call the Apache-Sitgreaves National Forests, Black Mesa Ranger District, 2748 SR Hwy 260, Overgaard AZ 85933.

Sincerely,

DAVID G. MAURER  
Timber Management Officer

Enclosure

## CONTRACT AREA MAP

Project Name: **Phoenix Park Reoffer**  
 National Forest: **Apache-Sitgreaves**  
 Ranger District: **Black Mesa**

Map Scale = 1:15,840  
 T12 N R13E Sec 15, 16, 17, 20, 21, 22, 29, 30






■ Sale Area Boundary BT.1.1

● Payment Unit Boundary BT.1.1

1 Payment Unit Number BT.1.1

□ Cutting Unit BT.1.1

6 Cutting Unit Number BT.1.1

▨ Protected Area CT.6.24# BT.1.1

PA Protected Area CT.6.24, BT.1.1

NC No Cut BT.1.1

□ Other Owner BT.6.221

**Constructed Features:**

PI Protected Improvement BT.6.22

◆ Land Survey Monument BT.6.23

-x-x-x Fence BT.6.22

\* All roads and ground within the Phoenix Park Timber Sale Boundary are restricted to dry and frozen conditions only CT.5.12#

**Transportation CT.5.31#**

— State Highway

— Maint. Level 3

— Maint. Level 2

— Maint. Level 1

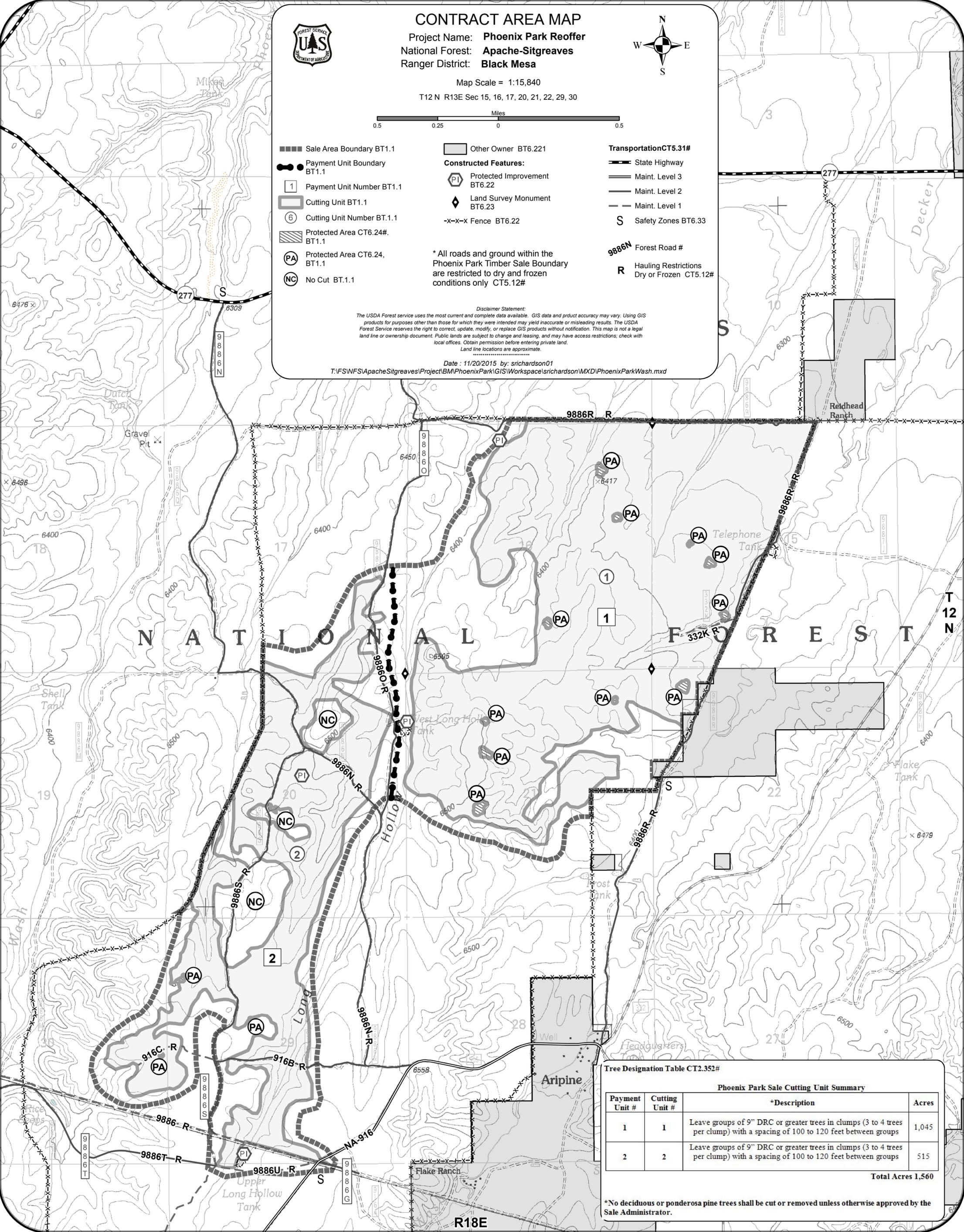
S Safety Zones BT.6.33

9886N Forest Road #

R Hauling Restrictions Dry or Frozen CT.5.12#

Disclaimer Statement:  
 The USDA Forest Service uses the most current and complete data available. GIS data and product accuracy may vary. Using GIS products for purposes other than those for which they were intended may yield inaccurate or misleading results. The USDA Forest Service reserves the right to correct, update, modify, or replace GIS products without notification. This map is not a legal land line or ownership document. Public lands are subject to change and leasing, and may have access restrictions; check with local offices. Obtain permission before entering private land. Land line locations are approximate.

Date: 11/20/2015 by: srichardson01  
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**Tree Designation Table CT.2.352#**

Phoenix Park Sale Cutting Unit Summary			
Payment Unit #	Cutting Unit #	*Description	Acres
1	1	Leave groups of 9" DRC or greater trees in clumps (3 to 4 trees per clump) with a spacing of 100 to 120 feet between groups	1,045
2	2	Leave groups of 9" DRC or greater trees in clumps (3 to 4 trees per clump) with a spacing of 100 to 120 feet between groups	515
<b>Total Acres</b>			<b>1,560</b>

\*No deciduous or ponderosa pine trees shall be cut or removed unless otherwise approved by the Sale Administrator.

**TIMBER SALE PROSPECTUS**

<b>Sale Name :</b>	Phoenix Park Reoffer	<b>Type of Sale :</b>	Premeasured
<b>National Forest :</b>	Apache/Sitgreaves	<b>Ranger District :</b>	Black Mesa
<b>Bidding Method :</b>	Sealed Bid	<b>Bid Guarantee :</b>	\$200.00

**Location of Bid Opening :** Apache-Sitgreaves National Forest, Black Mesa Ranger District, 2748 SR Hwy 260, Overgaard AZ 85933

**Date :** 02/23/2016

**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.

This sale is located south of Highway 277, eight miles east of Overgaard AZ. Removal of pinyon, alligator juniper, and shaggy bark juniper is included in this sale.

**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
Combined Softwood	Fuelwood	CCF	5,185.00	N/A	\$0.27	\$.27	\$0.00	\$0.00
	<b>TOTAL</b>	CCF	5,185.00				\$0.00	\$0.00

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 04/15 and 11/15. Contract termination date is 02/23/2019. 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 \$200.00 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, 230 North First Ave. Suite 202, Phoenix, AZ 85003, (800) 475-4020.

**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 is appraised to Lumberjack Mill, SR 277, AZ

Corporations submitting an offer under this solicitation must include form AD-3030- FS Regarding Felony Conviction

Compliance with ADOT for highway permit request, safety, and ingress and egress requirements are the responsibility of the selected bidder

<b>BID FOR ADVERTISED TIMBER</b> (Reference FSM 2430, FSH 2409.18, Chapter 50)			
1. Sale Number: 21602		2. Date and Time of Bid Opening: 02/23/2016 02:00 PM	3. Opened By:
5. Sale Name: Phoenix Park Reoffer			4. In the Presence of:
6. National Forest: Apache/Sitgreaves		7. Ranger District: Black Mesa	8. Type of Bid: a. <input checked="" type="checkbox"/> Sealed Bid b. <input type="checkbox"/> Confirmation of Oral Bid
9. To: (Title and address of Sale Officer receiving bids) Apache-Sitgreaves NF Black Mesa RD Sale Officer 2748 SR Hwy 260 Overgaard, AZ 85933		10. Name of Newspaper: White Mountain Independent	11. Date Published: 02/09/2016
		12. City: Show Low	13. State: Arizona

INSTRUCTIONS TO SALE OFFICER: Verify that TIM has completed applicable blanks before sending to prospective Bidders. Attach copy of sale advertisement. Entries are required in blocks 1, 2, 5-7, 8a or b, 9-13, 14a, b, c, d, e, f, h, & i, 15a, 19, 20, 27; and instruction 13 in all sales. Strike out spaces for entries in one or more columns h, or i, if not applicable to the sale.

**\*\*\*\*\*In Response to the Notice of Sale published in the newspaper specified above, and subject to the conditions attached hereto, the following bid is submitted and shall constitute a Firm Offer.\*\*\*\*\***

<b>14. Bid Information:</b>				<b>Rates Per Unit of Measure</b>				
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Bid Rate (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Combined Softwood	Fuelwood	CCF	5,185.00	\$0.27	\$0.27		\$0.00	N/A

<b>15. BID GUARANTEE:</b>	
a. The minimum guarantee which must accompany this bid is \$200.00.	
b. The form of guarantee accompanying this bid is a(n) _____ in the amount of \$ _____ (See Instruction 6 for acceptable forms of payment.)	

**16. BIDDER RESPONSIBILITY CERTIFICATION:** Subject to the penalties prescribed in 18 USC 1001, Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete:

- a. That the Bidder has not employed or retained any company or person (other than a full-time bona fide employee working solely for the Bidder) to solicit or secure a contract for this timber or forest product.
- b. That the Bidder has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of contract for this timber or forest product, and agrees to furnish information relating thereto as requested by the Contracting Officer.
- c. That the Bidder meets the requirements in 36 CFR 223.101 regarding determination of purchaser responsibility.
- d. That if awarded this contract that Bidder will complete the timber sale contract to its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber or forest product by the termination date.

**16a. BIDDER CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER**

**RESPONSIBILITY MATTERS:** Subject to the penalties prescribed in 18 USC 1001, Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this block, in whole or in part, shall submit an explanation with their bid (See Instruction 16.).

**16b. BIDDER INFORMATION REQUIREMENTS:** Subject to the penalties prescribed in 18 USC 1001, Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following information is accurate.

- a. That the Bidder  has,  has not participated in a previous contract subject to the provision of section 202 of Executive Order 11246 (Non-discrimination in Employment) of 9/24/65, as amended; and that the Bidder  has,  has not submitted required compliance reports under such previous contracts.
- b. That the Bidder together with its affiliates employs the following number of persons and is classified as:  
 1-25    26-500    Over 500   **and** a:  Manufacturer    Nonmanufacturer of sawtimber

**17. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:** Subject to the penalties prescribed in 18 USC 1001, Bidder certifies and represents, by signing this bid form, that the following representations are accurate and complete:

- a. By submission of this bid each Bidder also certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this sale:

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, as to any matter relating to such prices with any other Bidder or with any potential competitor;
- (2) The prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of bid, directly or indirectly to any other Bidder or to any potential competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

b. Each person signing this bid or proposal certifies that:

- (1) The Signer is the person in the Bidder's organization responsible within that organization for the decision as to the prices bid herein and that the Signer has not participated, and will not participate, in any action contrary to a(1) through a(3) above; or
- (2) The Signer is not the person in the Bidder's organization responsible within that organization for the decision as to prices bid herein but that the Signer has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to a(1) through a(3) above, and as their agent does hereby so certify; and that the Signer has not participated, and will not participate, in any action contrary to a(1) through a(3) above.

c. A bid will not be considered for award where any portion of a or b above has been deleted or modified. Where these provisions have been deleted or modified, the bid will not be considered for award unless Bidder furnishes with the bid a sworn statement which sets forth in detail the circumstances of the disclosure and the Chief, Forest Service, or the Chief's designee, determines that such disclosure was not made for the purpose of restricting competition.

**18. ROAD CONSTRUCTION OPTION:**

Not applicable.

**19. CONTRACT, DOWNPAYMENT, AND BOND:** The Bidder whose bid is accepted will, within 30 days of the award letter's date, or any written extension thereof by the Forest Service, execute a timber sale contract which shall be provided by the Forest Service and be based on the sample contract referenced in the prospectus. Simultaneously, Bidder shall submit a downpayment and furnish a satisfactory performance bond, in accordance with the provisions of such timber sale contract, in the penal sum as prescribed in the prospectus for this sale, and otherwise complete the process described on this form and pages attached hereto. Simple interest shall be assessed at then Current Value of Funds Rate for a late downpayment. Bidder agrees that its failure to comply with this paragraph shall result in a termination of this contract for breach under provisions of instruction 9 of the Instructions to Bidders portion of this form.

**20. DOWNPAYMENT:** Pursuant to 36 CFR 223.49, the Bidder to whom award is made must make a downpayment at the time the contract is signed by the Bidder and returned to the Forest Service in the amount of:

Ten percent of the advertised value, plus 20 percent of the total bid premium.

\_\_\_ percent of the advertised value, plus \_\_\_ percent of the total bid premium, based on the Chief's determination that this amount is necessary to deter speculation.

NOTICE: The indicated downpayment amount shall be increased to 20 percent of the total advertised value and 40 percent of the total bid premium if the Contracting Officer determines that the Bidder meets the criteria for additional downpayment established by 36 CFR 223.49.

**21. FIRM OFFER:** Subject to the penalties prescribed in 18 USC 1001, the Bidder hereby agrees not to withdraw this bid after the bid opening. Signing this bid form binds the Bidder to accept award under the terms of the sample contract and this bid form if its bid is accepted within 90 days after bid opening. The period for acceptance may be extended by written notice from Bidder. If Bidder qualifies as a small business and elects road construction by the Forest Service, then the Bidder agrees that its offer shall remain open through the period stated in the prospectus although that period may exceed 90 days.

**22. TERMS OF BIDDER'S OFFER:** Bidder certifies and represents that the Bidder has read and understands each and every provision of this bid form (together with any attachments thereto) and the sample sale contract. The Bidder agrees that it assumes the responsibility to clarify any questions before signing this form. The Bidder agrees that the written provisions of this bid form (together with any attachments) and the sample sale contract constitute the entire agreement of the parties until a written contract is executed and neither the bid form (and any attachments) nor the sample contract can be orally modified. The Bidder expressly adopts the terms of this bid form and the sample contract as material parts of the Bidder's offer for the advertised timber or forest product.

**23. DISCLAIMER OF ESTIMATES AND BIDDER'S WARRANTY OF INSPECTION:** Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sample contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the offered timber or forest product. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of its examination and inspection of the quality and quantity of the timber or forest product offered for sale and is based solely on its opinion of the value thereof and its costs of recovery, without any reliance on Forest Service estimates of timber or forest product quality, quantity or costs of recovery. Bidder further acknowledges that the Forest Service: (i) expressly disclaims any warranty of fitness of timber or forest product for any purpose; (ii) offers this timber or forest product as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber or forest product sold except as may be expressly warranted in the sample contract.

The Bidder further holds the Forest Service harmless for any error, mistake, or negligence regarding estimates except as expressly warranted against in the sample contract.

**24. CERTIFICATION OF COMPLIANCE WITH EXPORT AND SUBSTITUTION RESTRICTIONS:** The Bidder certifies, by signing this bid form, that the Bidder is in compliance with applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*). In Alaska, exports of logs, cordwood or primary products derived from included timber may not be transported from Alaska without Regional Forester approval (See instruction 15).

**25. SMALL BUSINESS SET-ASIDE SALE:**

Not applicable.

**26. SPECIAL SALVAGE SALE TIMBER SALE PROGRAM SET-ASIDE SALE:**

Not applicable.

**27. CERTIFICATION OF NON-AFFILIATION:**

Not applicable.

**28. CERTIFICATION OF AFFILIATION:** The Bidder certifies that a complete listing of Bidder's affiliates who are primarily engaged in the logging of forest products is included with this bid: (Add additional pages if needed; See Instructions 10 and 14):

Full Name of All Partners & Affiliates (Type or Print)	When requested by Contracting Officer in notice of tentative award, bidder agrees to furnish tax identification number of each partner and affiliate listed herein.

**Before signing this bid, review the attached instructions to Bidders and fill in the applicable blanks in boxes 14g, 15b, 16b, 18, 28 and 29.**

Name of Bidder: (Type or Print)	By: (Signature in ink)	
Business Name: (Type or Print)	Title: (Type or Print)	Date:

Public reporting burden for this collection is estimated to be between 20 and 50 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Under the Paperwork Reduction Act of 1995, an agency shall not conduct or sponsor, and no persons are required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection of information is 0596-0066.

Deposits will be returned to unsuccessful Bidders by certified mail unless deposits are returned personally.

Receipt for Returned Deposits:

Check Number \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ dated \_\_\_\_\_ was returned to \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**29. PERSONAL IDENTIFICATION INFORMATION:**

Business Name, Address and Phone Number (Include Zip Code and Area Code) (Type or Print)

Tax Identification Number: \_\_\_\_\_

Instructions to Forest Officer: Remove and shred this page after entering bidder's PII in the appropriate database.

## INSTRUCTIONS TO BIDDERS

**1. BIDDER'S QUALIFICATIONS:** Before a bid is considered for award, the Bidder may be required to submit a statement regarding the Bidder's previous experience in performing comparable work, business affiliates and technical organizations, financial resources, intended product processing facilities and its timber exporting history.

**2. PREPARATION OF SEALED BIDS:** Bids shall be manually signed, bid prices entered into each block of the 'Bid Rate' column (block 14g) for all material subject to bidding and all fill-in blanks completed. The bid rates in column 14g for each species must be equal to or greater than the advertised rate for each species in column 14f. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

**3. SUBMISSION OF SEALED BIDS:** Sealed bids, with the accompanying bid guarantee, must be submitted to the Sale Officer, designated by the advertisement as the receiving officer, at or prior to the time established by the advertisement. Such bids must be enclosed in a sealed envelope addressed to the designated receiving officer. The envelope should show on the outside (a) that it is a "Bid for Timber," and (b) the sale name or number, and the date and time of opening bids as shown by the advertisement. Bids received after the time specified in the sale advertisement are late bids, Forest Service Handbook 2409.18, Chapter 60 will govern acceptance of such bids.

**4. PUBLIC OPENING OF SEALED BIDS:** Sealed bids will be publicly opened and posted at the time and place set for opening in the advertisement.

**5. ORAL AUCTION BIDDING:** Not applicable.

**6. BID GUARANTEE:** A bid guarantee in the form of a bid bond on form FS-6500-13 (4/82 or later version), certification of annual bid bond allocation on form FS-6500-13a (4/82 or later version), an irrevocable letter of credit, the format of which has been pre-approved by the Forest Service Regional Forester, a certified check, official bank check, bank draft, cashier's check, bank or postal money order payable to the Forest Service, USDA; or cash, in an amount no less than that specified in item 15(a), must accompany each sealed bid. Failure to submit an acceptable bid guarantee with the sealed bid will require rejection of the bid as non-responsive unless there is no other acceptable bid, or unless the Forest Service, in its sole discretion, decides to briefly delay a sale advertised for sealed bids followed by oral bids in order to allow any Bidder to cure any deficiency in its bid guarantee prior to oral bidding. Bid bonds must be accompanied by a power of attorney indicating that the person signing the bond for the surety has the power to do so. The Bidder acknowledges that bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed if the bid is accepted and Bidder subsequently fails to furnish a cash downpayment or return the executed contract and performance bond as required. (See instruction 9.) The Bidder also acknowledges that the bid guarantee may be retained, in whole or in part, if the bid is accepted and Bidder has failed to abide by the terms of the bid or sample contract or violates the False Statements Act including not meeting purchaser responsibility requirements in 36 CFR 223.101, or Bidder has made a false statement (block 16). Otherwise, the bid guarantee shall be returned to each Bidder whose bid is not accepted.

**7. AWARD OF CONTRACT:** Award of the contract will be made to that responsible Bidder whose bid, conforming to the invitation for bids, is most advantageous to the United States on the basis of total value. The Government may, when in its interest, reject any or all bids or waive any informality in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party. If timber is advertised as set-aside for competitive bidding by small businesses, award will be made to the highest Bidder qualified as a small business and who has not been determined by the SBA to be ineligible for preferential award of set-aside sales. If there are no qualified small business Bidders, Forest Service will advertise this sale without restrictions on bidder size. All small businesses qualified, as a small business by the SBA, shall be required to follow the small business set-aside provisions of the sample contract.

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 10 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 actual time lost.

**8. DOWNPAYMENT:** The Bidder to whom award is made must make a downpayment at the time the Bidder signs the contract and returns the contract to the Forest Service. The amount of the downpayment will be calculated as shown in block 20 of this bid for advertised timber. Only cash may be used to meet this requirement. Deposits shall be made to the Forest Service U.S.D.A., by mail or delivery to the address on the bill furnished by Forest Service. After receipt of downpayment and executed contract with required performance bond, the bid guarantee will be returned to the successful Bidder.

Bidder's failure to make the downpayment in conformance with the terms, conditions, and requirements contained in Contracting Officer's letter of award shall constitute repudiation of bid pursuant to instruction 9. Bidder shall have 3 days from the required date of execution to make the downpayment at the location designated by Forest Service. Bidder shall pay simple interest at the Current Value of Funds Rate on the unpaid downpayment for the period within the 3 days in which the downpayment is late. In the event Bidder fails to make payment within the 3 days, Bidder's bid guarantee shall be retained by Forest Service and applied toward damages. If the amount of the bid guarantee exceeds the amount of damages, the balance will be refunded to Bidder.

**9. DAMAGES:** Bidder acknowledges that this contract shall be terminated for breach pursuant to blocks 16, 16a, 16b, 19, 21, 24, 25, 26, 27, 28 and/or 29 of this bid form if: (a) the Bidder fails to execute a timber sale contract, furnish a downpayment within 3 days of the required date of execution, or furnish a satisfactory performance bond, within the number of days listed in block 19, or any written extension thereof by Forest Service; or (b) the Bidder is found to have violated the False Statements Act in making any statement or certification on this bid form, including not meeting purchaser responsibility requirements. The Bidder acknowledges that the Bidder shall not be entitled to cure this breach and that it will pay damages pursuant to the following terms:

Damages due the United States shall be determined in the following manner: (a) The costs, as described in this instruction, incurred by Forest Service in contacting the other qualified bidders regarding accepting the award of the contract at the high Bidder's repudiated rate or (b) If another qualified bidder does not accept award of the contract at the high Bidder's repudiated rate:

- (i) If the repudiated contract is reoffered within 6 months of the date of repudiation, damages shall be the difference between the total resale bid value and the total value of Bidder's repudiated bid, plus costs described in this instruction or
- (ii) If there are no responsive bids on the reoffered contract, damages shall be the difference between the reoffered appraised value and the total value of Bidder's repudiated bid, plus costs described in this instruction or
- (iii) If the repudiated contract will not be reoffered or the reoffer is not made within 6 months of Bidder's repudiation, damages shall be the difference between the appraised value of this contract as of the date of Bidder's repudiation and the total value of Bidder's repudiated bid, plus the costs described in this instruction.

The costs to be included in damages are the costs the Government incurs in making the reoffer, including, but not limited to, salary costs, document preparation and duplication costs, mailing costs, and timber sale advertisement costs.

Damages will also include interest measured by interest at the Current Value of Funds Rate established by the Secretary of the Treasury, on the difference between Bidder's retained bid guarantee and the downpayment amount and other deposits required at award. Interest will be calculated from the date of Bidder's repudiation to the date of award of the reoffered contract or to the date a determination is made not to reoffer the repudiated contract or for 6 months, whichever comes first.

Bidder and Forest Service agree that Bidder's bid guarantee shall be retained by Forest Service and applied toward damages due the United States for Bidder's failure to execute this contract.

**10. PRIVACY ACT:** All personal information is requested on a voluntary basis; however, if you do not provide this personal information, your bid will not be accepted and the contract will not be awarded to you. Solicitation of this information is necessary for the government to conduct its sale program and thus is authorized under the National Forest Management Act of 1976, (16 USC 472a). The principal purpose for collecting this information is to allow for proper award of a timber sale contract and to provide for administration of that contract after award. Other routine uses of this data include: (a) compilation of Small Business data to determine needs for set-aside sales, (b) determination of volume purchased in any specific time period by a single purchaser, and (c) determination of volume under contract by a purchaser.

**11. ROAD COMPLETION DATE:** Not applicable.

**12. ELECTION OF ROAD OPTION AND CERTIFICATE OF SMALL BUSINESS STATUS:** Not applicable.

**13. ELECTION OF ROAD OPTION:** Not applicable.

**14. DEFINITIONS:**

Affiliates: Business concerns or individuals are affiliates of each other if, directly or indirectly, (a) either one controls or has the power to control the other; or (b) a third party controls or has the power to control both.

Bidder: A Bidder is any individual, organization, or other legal entity that submits a bid for, or may be expected to submit a bid for, a National Forest System timber sale.

Covered Transactions: Covered transactions include both non-procurement and procurement transactions. A primary tier transaction is between a Federal Agency and a person. A lower tier transaction is between a participant in a covered transaction and another person. A procurement contract is a covered transaction if it is awarded to a participant in a non-procurement transaction and the amount of the contract is equal to or greater than \$25,000.

Current Value of Funds Rate: A rate of interest established by the Secretary of the Treasury.

Manufacturer: A concern with an existing sawmill, specialty mill (such as a cedar mill, shingle or shake plant, pole plant, or deadwood stud mill), veneer mill, or other manufacturing facility within an economic or logical haul distance, or with firm commitments and permits for construction of such facility. The purpose of this facility is processing the sawtimber component of timber sales.

Nonmanufacturer:

- a. Any concern which manufactures, with its own or leased facilities, or contracts for manufacture less than 50 percent of its total annual sawlog production within an economic or logical haul distance to such facilities, including pulp and fiberboard mills without a contiguous integrated manufacturing facility for lumber, timbers, or veneer from a sawtimber component.
- b. A specialty concern that does not have the capacity to manufacture 50 percent or more of its average annual sawlog production because of factors such as timber species or size.
- c. Any concern purchasing National Forest timber outside an economic and logical haul distance to its manufacturing facility.
- d. Any pulp mill, fiberboard mill, or chip plant that purchases sales with a sawtimber component when it has no manufacturing facility for lumber, timbers, or veneer.

Participant: Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction. This term also indicates any person who acts on behalf of or is authorized to commit a participant in a covered transaction as an agent or representative of another participant.

Sale Officer: An individual delegated responsibility for any specific aspect or task in the bidding or awarding process for timber sales.

Small Business: In sales of National Forest timber a Small Business is a concern that: (a) is primarily engaged in the logging and forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) together with its affiliates does not employ more than 500 persons.

**15. CERTIFICATION OF COMPLIANCE WITH EXPORT RESTRICTIONS:** Certain restrictions on the purchase and export of unprocessed logs cut from National Forest timber apply in various parts of the country. Pursuant to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*), the Bidder acknowledges that the Bidder is aware of the applicable export restrictions. The Bidder is aware that these restrictions affect the disposition of the included timber and is aware that the restrictions may reduce the potential value of the timber.

**16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS-TIMBER SALE TRANSACTIONS:** The inability of a person to provide the certifications in block 16a will not necessarily result in denial of participation in this timber sale (covered transaction). The Bidder shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Forest Service's determination whether to enter into this timber sale. However, failure of the Bidder to furnish a certification or an explanation shall disqualify such person from participation in this timber sale.

The certification is a material representation of fact upon which reliance was placed when the Forest Service determined to enter into this timber sale. If it is later determined that the Bidder knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the Forest Service may terminate this timber sale for cause or default.

The Bidder shall provide immediate written notice to the Forest Service officer, to whom this bid is submitted, if at any time the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Forest Service for assistance in obtaining a copy of those regulations.

The Bidder agrees by submitting this bid that, should the proposed timber sale transaction be entered into, it shall not knowingly enter into any subcontractor transaction (lower tier covered transaction) with a person who is proposed for debarment under 48 CFR 9.4, or who is debarred, suspended, declared ineligible, or voluntarily excluded under 48 CFR 9.4, or under 2 CFR 180 or 417 from participation in this timber sale, unless authorized by the Forest Service's non-procurement Debarment and Suspending Official.

The Bidder further agrees by submitting this bid that it will provide the addendum titled 'Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion,' without modification, to all subcontractors and in all solicitations for subcontractors.

**17. SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Pursuant to 2 CFR 180.335 each timber sale purchaser shall require subcontractors to include a certification for it and its principals in any proposal submitted in connection with this timber sale. Purchasers shall keep the certifications on file until the termination date of the contract.

A participant in a timber sale may rely upon a certification of a prospective subcontractor that it is not proposed for debarment under 48 CFR 9.4, or is not debarred, suspended, ineligible, or voluntarily excluded under 48 CFR 9.4, or under 2 CFR 180 or 417 from the timber sale, unless it knows that the certification is erroneous. A timber sale purchaser may decide the method and frequency by which it determines the eligibility of its principals. Each timber sale purchaser may, but is not required to, check for those listed as Excluded in the System for Award Management.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a timber sale purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a timber sale purchaser knowingly enters into a subcontractor transaction with a person who is proposed for debarment under 48 CFR 9.4, or who is suspended, debarred, ineligible, or voluntarily excluded under 48 CFR 9.4, or under 2 CFR 180 or 417 from participation in this contract, in addition to other remedies available to the Federal Government, the Forest Service may terminate this contract for cause or default and/or pursue suspension and/or debarment. The instructions and certification follow:

**INSTRUCTIONS FOR:  
Subcontractor Certification  
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

1. By signing and submitting this proposal, the prospective subcontractor (lower tier participant) is providing the certification set out below:

2. The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Forest Service, with which this transaction originated, may pursue available remedies, including suspension and/or debarment.

3. The prospective subcontractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Forest Service for assistance in obtaining a copy of those regulations.

5. The subcontractor agrees by submitting this certification that, should the proposed subcontract be entered into, it shall not knowingly enter into any other subcontract with a person who is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded under 48 CFR 9.4, or under 2 CFR 180 or 417 from participation in this timber sale, unless authorized by the Forest Service.

6. The subcontractor further agrees by submitting this certification that it will include this certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion," without modification, and instructions in all subcontracts and in all solicitations for its subcontracts.

**Subcontractor Certification  
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Sale Name: Phoenix Park Reoffer

National Forest: Apache/Sitgreaves

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this timber sale by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**BIDDER BOND INFORMATION**

**Region: 03                      Forest: Apache-Sitgreaves                      District: Black Mesa**

**Sale Name: Phoenix Park Reoffer                      Bid Date: 2/23/16**

**Bidder Name: \_\_\_\_\_**

I request my cash equivalent bid guarantee be applied towards my Down Payment deposit requirement.  
Yes \_\_\_\_\_ No \_\_\_\_\_

For the Performance Guarantee coverage, I plan to use (check one):

- Unknown
- Cash
- Letter of Credit
- Corporate Surety  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_
- Assignment of Savings
- Assignment of Certificate of Deposit
- Negotiable Securities

For the Payment Guarantee coverage (check one):

- I will not use Payment guarantee coverage, I will be making advance cash deposits, as needed.
- Unknown
- Payment Bond (applicable to this sale only)  
In the amount of \$ \_\_\_\_\_
- Blanket Payment Bond
  - Add this sale to existing Blanket Payment Bond  
Bond No. \_\_\_\_\_
  - I will be executing a new Blanket Bond.

My payment guarantee coverage will be secured by the following: (check one):

- Unknown
- Letter of Credit
- Corporate Surety  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_
- Assignment of Savings
- Assignment of Certificate of Deposit
- Negotiable Securities

**AD-3030** **U.S. DEPARTMENT OF AGRICULTURE**

**REPRESENTATIONS REGARDING FELONY CONVICTION  
 AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

**Note:** You only need to complete this form if you are a corporation. A corporation includes, but is not limited to, any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, or the U.S. Virgin Islands. Corporations include both for profit and non-profit entities.

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552(a), as amended). The authority for requesting the following information for USDA Agencies and staff offices is in §738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, as amended and/or subsequently enacted. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status.*

*According to the Paperwork Reduction Act of 1985 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0025. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

<b>1. APPLICANT'S NAME</b>			<b>2. APPLICANT'S ADDRESS (Including Zip Code)</b>			<b>3. TAX ID NO. (Last 4 digits)</b>		

- 4A. Has the Applicant been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of application?     YES     NO
- 4B. Has any officer or agent of Applicant been convicted of a felony criminal violation for actions taken on behalf of Applicant under Federal or State law in the 24 months preceding the date of application?     YES     NO
- 4C. Does the Applicant have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability?     YES     NO

Providing the requested information is voluntary. However, failure to furnish the requested information will make the applicant ineligible to enter into a contract, memorandum of understanding, grant, loan, loan guarantee, or cooperative agreement with USDA.

<b>PART B – SIGNATURE</b>		
<b>5A. APPLICANT'S SIGNATURE (BY)</b>	<b>5B. TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY</b>	<b>5C. DATE SIGNED (MM-DD-YYYY)</b>

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

AD-3031

**U.S. Department of Agriculture**  
**ASSURANCE REGARDING FELONY CONVICTION**  
**OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

**NOTE:** The following statement is made in accordance with the Privacy Act of 1974 (5 USC 55a – as amended). The authority for requesting the following information for USDA agencies and offices is in sections 738 and 739 of the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, as amended and/or subsequently enacted. The information will be used to document compliance with appropriations restrictions.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2012, P.L. 112-55, Division A, Sections 738 and 739, as amended and/or subsequently enacted for USDA agencies and offices (except Forest Service) regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the recipient acknowledges that it: (1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal or State law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

\_\_\_\_\_  
APPLICANT’S SIGNATURE (BY)

\_\_\_\_\_  
TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
DATE SIGNED (MM-DD-YYYY)

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.*

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

**TIMBER SALE CONTRACT**

(Applicable to Sales to be Measured before Felling)

Name of Purchaser

**National Forest**

Apache/Sitgreaves

**Ranger District**

Black Mesa

**Region**

Southwestern

**Contract Number**

**Sale Name**

Phoenix Park Reoffer

**Award Date**

**Termination Date**

02/23/2019

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and \_\_\_\_\_ hereinafter called Purchaser.

Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: AT - Specific Conditions, BT - Standard Provisions, and CT - Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division CT. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division CT - Special Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

**DRAFT** UNITED STATES OF AMERICA

Two Witnesses:<sup>1/</sup>

By \_\_\_\_\_ Contracting Officer

(Title)

(Name)

By: \_\_\_\_\_ (Purchaser) <sup>2/</sup>

(Address)

(Name)

(Title)

(Address)

(Business Address)

I, <sup>3/</sup> \_\_\_\_\_, certify that I am the \_\_\_\_\_

Secretary of the corporation named as Purchaser herein; that \_\_\_\_\_

who signed this contract on behalf of Purchaser, was then \_\_\_\_\_

of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is

within the scope of its corporate powers.

**CORPORATE SEAL** <sup>4/</sup>

**INSTRUCTIONS:**

- 1/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.
- 2/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.
- 3/ The certificate must be completed if Purchaser is a corporation.
- 4/ If the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

**EXAMPLE 1/**

Subcontractor Certification  
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Timber Sale Name: \_\_\_\_\_  
 National Forest: \_\_\_\_\_

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, debarred, ineligible, or voluntarily excluded from participation in this timber sale by any Federal department or agency.

Where the prospective subcontractor is unable to verify any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature

1/ It is the Purchaser's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

The following conditions apply to the indicated portions of Division BT - Standard Provisions issued June 2006.

**AT1 - Location and Area**, applicable to BT1.1

This Sale Area of 2249 acres more or less is located in:

Sec 15,16,17,20,21,29,30,32 T12NR18E, NAVAJO, AZ, G&SRBM

**AT2 - Volume Estimate and Utilization Standards**, applicable to BT2.1, BT2.2, BT2.4, and BT6.4

Species	Product	Estimated Quantity *	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor
Combined Softwood	Fuelwood	5,185.00	CCF	2.0	1	8	1.5	N/A
<b>Total Quantity</b>		5,185.00	CCF					

\* Quantities not included here are described in BT2.4.

**AT3- Timber Designations**, applicable to BT2.3; acres are approximate:

	Number	Acres
Clearcutting Units (BT2.31)	_____	_____
Specified Road Clearing (BT2.32)	_____	_____
Overstory Removal Units (BT2.33)	_____	_____
Understory Removal Units (BT2.34)	_____	_____
Individual Trees (BT2.35)	_____	_____
Incompletely Measured Payment Units (BT2.36)	_____	_____

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**AT4 - Timber Payment Rates**, applicable to BT3.1 and BT4.0

**AT4a** - For Species and Products to be Paid for at Rates Escalated under BT3.2

**Not Applicable**

**AT4b**- For Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Combined Softwood	Fuelwood	CCF	.27	.27			.00

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

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**AT4c - Schedule of Payment Units**

Payment Unit No.	App. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment \$	Quantity of Species and Products to be Paid for at Flat Rates under AT4b	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
1	1045			Combined Softwood Fuelwood 3,473.00 CCF		.00
				<b>Total PU Quantity And Value</b> 3,473.00 CCF		
2	515			Combined Softwood Fuelwood 1,712.00 CCF		.00
				<b>Total PU Quantity And Value</b> 1,712.00 CCF		

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The following definitions are established for the terms used in AT4:

**Base Rates** are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under BT3.31, BT3.32, or BT3.33.

**Advertised Rates** are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in AT7, but are never less than Base Rates.

**Bid Premium Rates** are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in BT3.31, BT3.32, and BT3.33.

**Bid Rates** are the rates bid by Purchaser (exclusive of Required Deposits for slash disposal and road maintenance) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in AT4a is the Tentative Rate that is subject to quarterly adjustment under BT3.2; for species and products in AT4b, the Bid Rate is the Flat Rate.

**Required Deposits** are deposits that Purchaser may be required to pay for slash disposal (16 USC 490) and road maintenance (16 USC 537). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in CT5.32#.

**Base Index** is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in BT3.2.

**AT5 - Indices Used in Quarterly Adjustment**, applicable to BT3.2

**Not Applicable**

**AT6 - High Stumps**, applicable to BT3.112

Species	Product	Maximum Stump Height (inches)
All		6

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**AT7 - Specified Roads**, applicable to BT5.2

Name and Date of Governing Road Specifications:

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
<b>NOT APPLICABLE</b>							

1/ Indicate timing, i.e. before clearing (BC) or after clearing (AC). Applicable to BT5.212.

**AT8 - Forest Service Engineering Completion Schedule**, applicable to BT5.21

Road No.	Road Name	Type of Work	Completion Date
<b>NOT APPLICABLE</b>			

**AT9 - Fire Precautionary Period** applicable to BT5.2

May 01 to November 15 inclusive



**AT10 - Purchaser Responsibility to Furnish Crews and Equipment for:**

**Initial Fire Suppression**, applicable to BT7.3

Within 5 road miles

**Fire Suppression Reinforcement**, applicable to BT7.312 and BT7.313

Within 50 road miles

**AT11 - Purchaser's Obligation per Operations Fire**, applicable to BT7.41

**Maximum Amount:** \$ \$6,000

**AT12 - Termination Date**, applicable to BT8.2

February 23, 2019

**AT13 - Normal Operating Season**, applicable to BT6.31, BT6.66, BT8.21 and BT9.3

**First Period:** April 15 to November 15, inclusive

**Second Period:** \_\_\_\_\_ to \_\_\_\_\_, inclusive

**AT14 - Performance Bond**, applicable to BT9.1

**Performance Bond Amount:** \_\_\_\_\_

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**AT15 - Downpayment**, applicable to BT4.211

**Downpayment Amount:** \_\_\_\_\_

**AT16 - Periodic Payment Amount**, applicable to BT4.213

	<u>Periodic Payment Determination Date</u>	<u>Amount</u>
<b>Initial Payment:</b>	_____	_____
<b>Additional Payment:</b>	_____	_____

**AT17 - Market-Related Contract Term Addition Producer Price Index**, applicable to BT8.212

**Index Name:** Wood Chips      **Index Number:** 211135

**AT18 - Inapplicable Standard Provisions**

The following listed Sections, Subsections, or Items of Division BT - Standard Provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

- BT4.211                      DOWNPAYMENT
- BT4.4                        PAYMENTS NOT RECEIVED
- BT8.212                    MARKET-RELATED CONTRACT TERM ADDITION



**AT19 - List of Special Provision**

The following listed special provisions are attached to and made a part of this contract as Division CT. Provisions with reference numbers followed by # contain blanks into which data have been entered for this sale. (Instructions: List by reference number, title, and date.)

- CT2.352#                    DESIGNATION BY SPECIES AND DIAMETER (04/2004)
- CT4.211                    DOWNPAYMENT (06/2007)
- CT4.212                    TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
- CT4.4                        PAYMENTS NOT RECEIVED (08/2012)
- CT5.12#                    USE OF ROADS BY PURCHASER (06/1999)
- CT5.124#                   ROAD USE AGREEMENTS (04/1999)
- CT5.31#                    ROAD MAINTENANCE REQUIREMENTS (07/2001)
- CT5.46                     SNOW REMOVAL (11/1986)
- CT6.24#                    SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004)
- CT6.4#                     CONDUCT OF LOGGING (07/2009)
- CT6.6                      EROSION PREVENTION AND CONTROL (08/1992)
- CT6.601#                   EROSION CONTROL SEEDING (02/1987)
- CT6.602                    TEMPORARY ROAD AND LANDING SCARIFICATION (11/1986)
- CT6.7#                     SLASH TREATMENT (07/1999)
- CT6.8                      MEASURING (03/2013)
- CT6.84                    ACCOUNTABILITY (04/1983)
- CT7.2                      SPECIFIC FIRE PRECAUTIONARY MEASURES (03/1991)
- CT7.21                    FIRE GUARDS (11/1975)
- CT7.22                    EMERGENCY FIRE PRECAUTIONS (03/2013)
- CT7.23                    COMMUNICATIONS (05/1989)
- CT8.212                    MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

CT8.66# (Option 1)

USE OF TIMBER (04/2004)

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CT2.352# - DESIGNATION BY SPECIES AND DIAMETER (04/2004)

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Sale Area Map, except trees Marked with N/A paint or described to be left uncut.

**See Tree Designation Table.**

Additional trees to be cut, if any, are Marked with N/A paint.

All dead;deciduous trees and ponderosa pine shall be left as leave trees, unless Marked with N/A paint. Leave groups of trees in clumps of 3 to 4 trees of the designated cut species, 9 DRC inches stump diameter or greater, to avoid leave tree spacing greater than desired space leave clumps apart 100 to 120 feet. Cutting unit boundaries and other trees that shall be left uncut are Marked with orange flagging not paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis.

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than 12 feet wide with a 150 foot spacing. Quantities of trees located in skid trails are Included Timber under AT2.

**Tree Designation Table CT2.352#**

**Phoenix Park Reoffer Cutting Unit Summary**

<b>Payment Unit #</b>	<b>Cutting Unit #</b>	<b>*Description</b>	<b>Acres</b>
<b>1</b>	<b>1</b>	Leave groups of 9” DRC or greater trees in clumps (3 to 4 trees per clump) with a spacing of 100 to 120 feet between groups	1,045
<b>2</b>	<b>2</b>	Leave groups of 9” DRC or greater trees in clumps (3 to 4 trees per clump) with a spacing of 100 to 120 feet between groups	515

**Total Acres 1,560**

**\*No deciduous or ponderosa pine trees shall be cut or removed unless otherwise approved by the Sale Administrator.**

CT4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach;
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

CT4.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under BT4.218;
- (iii) Damages pursuant to BT9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to BT4.22;
- (vi) Periodic payments pursuant to BT4.213;
- (vii) Extension Deposits pursuant to BT4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

- (i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.
- (ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.
- (iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).
- (iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
- (ii) Purchaser files and prosecutes a timely Claim.

CT5.12# - USE OF ROADS BY PURCHASER (06/1999)

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

**See Restricted Road List Table.**

CT5.12# USE OF ROADS BY PURCHASER

<u>CODE</u>	<u>Use Limitations</u>
R	Hauling restricted
P	Use prohibited
A	Public use restriction

Roads coded A will be signed by Forest Service to inform the public of use restrictions.

Public access during operations will be limited as described in these restrictions.

Purchaser’s use of roads coded R, A or W shall be in accordance with the following restrictions:

**Restricted Road List**

Road Number	Road Name	Termini		CODE	Description of Restrictions
		From	To		
All Roads Numbered and temp.				R	Dry or Frozen*

Skidding and hauling restricted to dry or frozen ground conditions in **all harvest areas** and on **all roads**.

**\* See attached rutting guidelines for definition of dry or frozen.**

**APACHE-SITGREAVES NATIONAL FOREST****RUTTING GUIDELINES FOR “DRY OR FROZEN” CONDITIONS 5/27/03**

Guidelines for excessive rutting under contract terms of “dry or frozen” conditions only.

Skid trails – two or more drags is a skid trail. 6” ruts for not more than 15% of the total flagged skid trail. **Depth of rut to be measured from bottom to top of berm.** Slopes of 20% or more will be dealt with on a case by case basis.

Allow approximately 10” rutting closer to landing for a distance of not more than 50 – 75’ exclusive of the 15% total flagged skid trail.

Landings – Allow approximately 10” rutting within the landings. Equipment will not be turned on the roads. Landings on a slope will be dealt with more intensely, on a case by case basis to ensure that unacceptable soil loss does not occur.

**Roads**

Local terminal and Local Service – 6 – 8” rutting for a maximum of 75’ not to exceed 10% of total road length. Where surfacing has been placed on the road, see standard for Collector road.

Collector and Arterial – 3” rutting for entire length of road if surfaced. If unsurfaced the guideline will be the same as for Local Service.

Drainage – Existing grade dips, if rutted to the point of being non-functional, will be restored before hauling can continue. Lead-out ditches, roadside ditches, and catch basins will be maintained in a functional state.

CT5.124# - ROAD USE AGREEMENTS (04/1999)

Purchaser is authorized to use the Highway 277 road subject to the terms and conditions of a certain Road Use Agreement between Forest Service and Arizona Department of Transportation (ADOT) . A copy of said agreement is available for review in the office of the Forest Supervisor.

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

**See Contract Road Maintenance Requirements Summary Table.**

## CT5.31# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

Contractor shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

**Phoenix Park Reoffer****Road Maintenance Requirements Summary**

Road	Termini		Miles	Road ML	Applicable Pre-haul Road Maintenance Specifications*					Remarks
	From	To			T-803	T-804	T-806	T-810	T-811	
332K	NFSR 9886R	0.25	0.25	1		P				ML1 to be opened
916B	NA-916	NFSR 9886S	0.65	2	P			P		Blading, Heavy Brushing
916C	NFRF 916	0.33	0.33	1		P				ML1 to be opened
9886N	AZ-277	NA- 916	4.00	2	P					Blading, Heavy Brushing
9886O	NFSR 9886N	AZ-277	1.76	2	P					Blading, Heavy Brushing
9886R	NFSR 9886O	NA-916	2.12	2	P			P		Blading, Heavy Brushing
9886S	NFSR 9886I	NFSR 9886R	1.78	2	P			P		Blading, Heavy Brushing
9886U	NFSR 9886S	NA-916	0.56	1		P				ML1 to be opened
9887J	NA-332	NFSR 9886R	0.80	2	P			P		Blading, Heavy Brushing

P = Purchaser Performance Item

\*Road Maintenance Specification T-G is required on all road work

Road	Termini		Miles	Road ML	Applicable During-haul Road Maintenance Specifications*					Remarks
	From	To			T-803	T-804	T806	T-810	T-811	
332K	NFSR 9886R	0.25	0.25	1						
916B	NA-916	NFSR 9886S	0.65	2						
916C	NFRF 916	0.33	0.33	1						
9886N	AZ-277	NA- 916	4.00	2						
9886O	NFSR 9886N	AZ-277	1.76	2						
9886R	NFSR 9886O	NA-916	2.12	2						
9886S	NFSR 9886I	NFSR 9886R	1.78	2						
9886U	NFSR 9886S	NA-916	0.56	1						
9887J	NA-332	NFSR 9886R	0.80	2						

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

\*Road Maintenance Specification T-G is required on all road work

Road	Termini		Miles	Road ML	Applicable Post-haul Road Maintenance Specifications*					Remarks
	From	To			T-803	T-804	T806	T-810	T-811	
332K	NFSR 9886R	0.25	0.25	1					P	ML1 to be closed
916B	NA-916	NFSR 9886S	0.65	2	P					Final blading, Restore drainage
916C	NFRF 916	0.33	0.33	1					P	ML1 to be closed
9886N	AZ-277	NA- 916	4.00	2	P					Final blading, Restore drainage
9886O	NFSR 9886N	AZ-277	1.76	2	P					Final blading, Restore drainage
9886R	NFSR 9886O	NA-916	2.12	2	P					Final blading, Restore drainage
9886S	NFSR 9886I	NFSR 9886R	1.78	2	P					Final blading, Restore drainage
9886U	NFSR 9886S	NA-916	0.56	1					P	ML1 to be closed
9887J	NA-332	NFSR 9886R	0.80	2	P					Final blading, Restore drainage

P = Purchaser Performance Item

\*Road Maintenance Specification T-G is required on all road work

**Road Work Descriptions  
For  
Phoenix Park Reoffer**

**NOTES:**

1. All road maintenance work shall be done in accordance with attached Apache-Sitgreaves National Forests Best Management Practices for Road Maintenance and attached Road Maintenance Specifications.
2. In addition to the Specifications noted below, Road Maintenance Specification T-G is required for all road work on the Task Order. The T-G Specification addresses Equipment Specifications, Noxious Weeds, Traffic Control, and Bridge Maintenance.

Road No.	<b>NFSR 332K – Single Lane</b>	
<b>M.P.</b>	<b>Work Description</b>	<b>Maint. Spec. No.</b>
0.00 to 0.25	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.25	Closing Roads: Debris block (slash, earth berm, rocks, etc) + seed + water bar. - Water bar frequency per BMPs - Entrance Treatments to be determined by a FS Engineer	T-811

Road No.	<b>NFSR 916B – Single Lane</b>	
<b>M.P.</b>	<b>Work Description</b>	<b>Maint. Spec. No.</b>
0.0 to 0.65	Surface Blading Two bladings minimum. Once Pre-haul and once Post-haul. Restore drainage with final blade.	T-803
0.0 to 0.65	Roadway Vegetation Heavy removal of Vegetation	T-810

Road No.	<b>NFSR 916B – Single Lane</b>	
<b>M.P.</b>	<b>Work Description</b>	<b>Maint. Spec. No.</b>
0.00 to 0.33	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading	T-804

	the traveled-way.	
0.00 to 0.33	Closing Roads: Debris block (slash, earth berm, rocks, etc) + seed + water bar. - Water bar frequency per BMPs - Entrance Treatments to be determined by a FS Engineer	T-811

Road No.	<b>NFSR 9886N – Single Lane</b>	
M.P.	Work Description	Maint. Spec. No.
0.00 to 4.00	Surface Blading Two bladings minimum. Once Pre-haul and once Post-haul. Restore drainage with final blade.	T-803

Road No.	<b>NFSR 9886O – Single Lane</b>	
M.P.	Work Description	Maint. Spec. No.
0.0 to 1.76	Surface Blading Two bladings minimum. Once Pre-haul and once Post-haul. Restore drainage with final blade.	T-803

Road No.	<b>NFSR 9886R – Single Lane</b>	
M.P.	Work Description	Maint. Spec. No.
0.00 to 2.12	Surface Blading Two bladings minimum. Once Pre-haul and once Post-haul. Restore drainage with final blade.	T-803
0.00 to 2.12	Roadway Vegetation Heavy removal of Vegetation	T-810

Road No.	<b>NFSR 9886S – Single Lane</b>	
M.P.	Work Description	Maint. Spec. No.
0.00 to 1.78	Surface Blading Two bladings minimum. Once Pre-haul and once Post-haul. Restore drainage with final blade.	T-803
0.00 to 1.78	Roadway Vegetation Heavy removal of Vegetation	T-810

Road No.	<b>NFSR 9886U – Single Lane</b>	
<b>M.P.</b>	<b>Work Description</b>	<b>Maint. Spec. No.</b>
0.00 to 0.56	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.56	Closing Roads: Debris block (slash, earth berm, rocks, etc) + seed + water bar. - Water bar frequency per BMPs - Entrance Treatments to be determined by a FS Engineer	T-811

Road No.	<b>NFSR 9887J – Single Lane</b>	
<b>M.P.</b>	<b>Work Description</b>	<b>Maint. Spec. No.</b>
0.0 to 0.80	Surface Blading Two bladings minimum. Once Pre-haul and once Post-haul. Restore drainage with final blade.	T-803
0.00 to 0.80	Roadway Vegetation Heavy removal of Vegetation	T-810

CT5.46 - SNOW REMOVAL (11/1986)

Snow removal shall be done in a manner to preserve and protect the roads, to the extent necessary, to insure safe and efficient transportation of timber and to prevent erosion damage to roads, streams, and adjacent lands.

1. Description. Snow removal work by Purchaser shall include:

- a. Removal of snow from entire road surface width including turnouts.
- b. Removal of snow slides, earth slides, fallen timber, and boulders that obstruct normal road surface width.
- c. Removal of snow, ice, and debris from ditches and culverts so that the drainage system will function efficiently at all times.

2. Performance. All items of snow removal shall be done currently as necessary to ensure safe, efficient transportation. Work shall be done in accordance with the following minimum standards of performance. Waivers of standards will not be given where circumstances will cause unacceptable and unavoidable damage to the road or other resource.

- a. Removal of material. All debris, except snow and ice, that is removed from the road surface and ditches shall be deposited away from stream channels at agreed locations.
- b. During snow removal operations, banks shall not be undercut nor shall gravel or other selected surfacing material be bladed off the roadway surface.
- c. Ditches and culverts shall be kept functional during and following roadway use.
- d. Snow berms shall not be left on the road surface unless written waivers are made for specific locations for traffic safety. Berms left on the shoulder of the road shall be removed following hauling completion and/or drainage holes shall be opened and maintained. Drainage holes shall be spaced as required to obtain satisfactory surface drainage without discharge onto erodible fills.
- e. Dozers shall not be used to plow snow on system roads without written approval of Forest Service.
- f. Snow shall not be removed to the road surface. A minimum two-inch depth must be left to prevent loss of surfacing and protect the road bed during snow removal operations. Written waivers may be made by Forest Service for specific locations where snow may be completely removed during plowing for traffic safety. Locations receiving a waiver will have a written agreement prepared prior to plowing that prescribes the timing and method of damage repair or surface replacement.

CT6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004)

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures: site specific cultural and historical resources will be designated as Protected Areas (PA) and are identified in pink and white flagging. No operations are permitted within the area and will be avoided from all project activities. The district Archeologist and the Sale Administrator should be informed immediately should any new or previously reported sites be encountered during project implementation.

Wildlife and Botanical Protection Measures: none

Cave Resource Protection Measures: none

CT6.4# - CONDUCT OF LOGGING (07/2009)

Unless otherwise agreed to in writing, Silvicultural prescriptions and land management objectives shall be conducted and accomplished by the requirements, methods and procedures in accordance with the following table.

**CT6.4# - CONDUCT OF LOGGING**

**CT6.4# - CONDUCT OF LOGGING (07/2009)**

Unless otherwise agreed to in writing, Silvicultural prescriptions and land management objectives shall be conducted and accomplished by the requirements, methods and procedures in accordance with the following table.

<b>CT6.4# - CONDUCT OF LOGGING</b>	
<b>TABLE-A</b>	
<b>Cutting Units</b>	<b>Conduct of Logging</b>
ALL	The skid trail pattern shall be approved by Forest Service in advance of felling and major trails, including go-back trails, shall be flagged on the ground in advance of felling. Areas with slopes that exceed 25 percent consult with Sale Administrator in determining skid patterns.
ALL	Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.
ALL	Purchaser shall remove from National Forest administered lands products meeting utilization standards within 30 calendar days after felling of trees, unless written authorization to delay such removal is obtained from the Forest Service.
ALL	Tractor skid roads will be located, approved, (and constructed) in advance of falling.
ALL	Skidding machines shall not be operated off designated skid trails, road, or landing without written approval.
ALL	Logs shall be skidded with the leading end free of the ground.
ALL	The maximum overall width of tractors (rubber-tired and/or track-laying) shall be less than 12 feet.
ALL	Tractor skid roads shall be no less than 150 feet apart, except where converging.
ALL	Trees designated for cutting and/or logs will be left as rub trees along skid trails corridors as needed to protect young growth and leave trees.
ALL	Log landings and transfer points shall be limited to existing roads and turnouts unless otherwise agreed to in writing.
ALL	Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage.

CT6.6 - EROSION PREVENTION AND CONTROL (08/1992)

Unless waived in writing, erosion prevention and control work, required by BT6.6 shall be completed within 15 calendar days after skidding operations related to each landing are completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Purchaser's Operations due to causes beyond Purchaser's control. Damage resulting from Purchaser's operations, due to failure to perform required work, shall be repaired by Purchaser.

When not adequately protected from erosion by treatments such as out-sloping and cross draining or grass seeding, place lopped slash and logging debris in temporary roads, landings and skid trails.

CT6.601# - EROSION CONTROL SEEDING (02/1987)

Following completion of skidding and yarding operations in an area, Purchaser shall seed areas of exposed soil on skid trails, landings, firebreaks, and Temporary Roads where other erosion control measures described in BT6.6 will not result in satisfactory control of soil movement. Seed bed preparation shall consist of surface scarification on roads and landings sufficient for retention of seed.

Seed shall be broadcast evenly at the rate of 10 pounds of seed per acre. Application shall be during the period May to November unless otherwise approved. No application work shall be done during extremely windy or rainy weather, or when the ground is frozen or otherwise unsuitable.

The kinds and amounts of seed to be sown in terms of live pure seed shall be:

**See Table A**

**Table A: Seed Mix amount CT6.601#**

Seed Mix for elevations less than 7,000 feet				
Species	% seed mix	PLS/ac	Seeds/lb	Lbs PLS/ac
Western wheatgrass ( <i>Pascopyrum smithii</i> )	20	217,800	115,000	2
Sideoats grama ( <i>Bouteloua curtipendula</i> )	15	163,350	191,000	0.9
Junegrass ( <i>Koeleria cristata</i> )	20	217,800	2,315,400	0.1
Barley ( <i>Hordeum vulgare</i> )	20	217,800	12,500	7
Totals	100	X	X	10

The Contractor shall provide documentation that the seed mixture is certified weed free.

CT6.602 - TEMPORARY ROAD AND LANDING SCARIFICATION (11/1986)

Unless waived in writing by Forest Service on specific roads or landings, all landings and Temporary Roads constructed or used by Purchaser shall be scarified by Purchaser following use. Scarification shall be done to a depth of not less than four inches and must effectively prepare the ground for seeding.

CT6.7# - SLASH TREATMENT (07/1999)

All vegetative debris associated with construction of Specified Roads such as unutilized timber, brush and grubbed stumps is Construction Slash. Measures to be taken by Purchaser for treatment of Construction Slash are set forth in the attached road construction specifications and in item (1) below.

Vegetative debris larger than 1 inch in diameter and 3 feet long resulting from Purchaser's Operations, other than Construction Slash, is Logging Slash. In Required Disposal Strip along permanent roads, in areas of Temporary Road construction outside of Clearcutting Units, and in fuelbreaks (CT6.71), both hardwood trees and coniferous trees smaller than the minimum d.b.h. in AT2, over 3 feet in height and damaged beyond recovery by Purchaser's Operations shall be cut and treated as Logging Slash. Measures to be taken by Purchaser for treatment of Logging Slash are set forth below and in following Subsections unless otherwise agreed in writing.

Forest Service and Purchaser shall jointly develop a schedule for completion of slash treatment on the various portions of Sale Area prior to Purchaser's Operations. Slash treatment plan may be made a part of the annual operating plan required in BT6.31.

Specified slash treatment methods for each cutting unit shall be shown on Sale Area Map and listed in the attached tables by the following symbols:

## Slash Treatment Methods:

Method: BURYING Map Symbol: "Bury"

## Definition and Specifications:

Logging Slash shall be buried where agreed in borrow areas, pits, trenches, or other locations reasonably near the area of origin. Logging Slash shall be matted down in layers and shall be covered with at least 2 feet of rock and soil so that the final surface is sloped to drain and relatively smooth.

Method: CHIPPING Map Symbol: "Chip"

## Definition and Specifications:

Chippable Logging Slash up to 4 inches in diameter shall be processed through a chipping machine. Chips shall be scattered to a depth not exceeding 6 inches.

Method: REMOVING Map Symbol: "Remove"

## Definition and Specifications:

Logging Slash shall be moved or hauled to locations shown on Sale Area Map and designated on the ground where it shall be piled.

Method: FELLING DAMAGED TREES Map Symbol: "Fell"

## Definition and Specifications:

Damaged or destroyed trees are trees substandard because of size, which are over 3 feet in height, and/or species not included in AT2 over 3 feet in height, knocked down or damaged to the extent that mortality or serious deterioration will occur, and such trees partially pushed over so as to result in permanent lean and visible damage to the root system, all as a result of the Purchaser's operation. Such damaged or destroyed trees shall be felled and further treated by the slash treatment method specified for the area. Materials meeting the minimum piece specifications of AT2 will be utilized by the Purchaser according to

BT2.2. Maximum stump height shall be that specified in AT6 or on the Sale Area Map.

Method: BUCKING & PILING (Small Material) Map Symbol: "Buck"

Definition and Specifications:

Logging Slash smaller than N/A inches and larger than 4 inches in large end diameter shall be bucked into lengths not to exceed N/A feet and left in place. Logging Slash 4 inches and smaller in large end diameter shall be hand Piled within Required Disposal Strip.

Method: DECKING LARGE MATERIAL Map Symbol: "Deck"

Definition and Specifications:

Logging Slash N/A inches or larger in diameter and N/A feet or more in length shall be Decked free of other slash by piling pieces parallel to each other.

Method: HAND PILING Map Symbol: "Hpile"

Definition and Specifications:

Logging slash smaller than N/A inches in diameter and N/A feet long shall be hand piled in accordance with the following specifications:

#### HAND PILING SPECIFICATIONS

LOCATION OF PILES: Piles shall be located within cleared areas of landings and Temporary Roads or within natural openings. The minimum spacing between edge of each pile and crown edge of adjacent live trees shall not be less than the average diameter of the pile.

Purchaser shall not be required to move slash more than 75 feet to meet the above pile location requirement.

Piles shall not be made below highwater mark of perennial or intermittent stream courses designated to be protected in accordance with BT6.5. Slash shall not be piled on or allowed to remain in drainage ditches of permanent roads.

CONSTRUCTION OF PILES. Piles shall be compact and dirt-free, with most small slash on the bottom to facilitate consumption during burning. Piles shall not exceed 10 feet in average diameter and pile height shall not be less than one-third the average pile diameter. All slash which protrudes 4-feet or more from outer edge of the pile shall be bucked off and placed on pile.

Method: MACHINE PILING Map Symbol: "Mpile"

Definition and Specifications:

Concentrations of logging slash, excluding scattered individual pieces, shall be machine piled by tractor equipped with brush rake as per Machine Piling Specifications.

Method: MACHINE PILING & LOPPING Map Symbol: "Mpile/lop"

Definition and Specifications:

Concentrations of slash marked on the ground by the Forest Service shall be machine piled by a tractor equipped with a brush rake as per Machine Piling Specifications. The remaining slash, not in

concentrations, shall be lopped and scattered as per specification for "Lopping."

#### Machine Piling Specifications

Acceptable Equipment. Piling will be accomplished with a crawler tractor not to exceed overall width of N/A feet. Tractor will be equipped with a brush blade having teeth extending a minimum of 11 inches below the frame. The teeth shall number at least N/A and no more than N/A. The teeth shall be of sufficient size and strength so that they shall not bend or break through normal slash piling.

Location of Piles. Piles shall be so located that burning will not damage standing live trees or physical improvements such as fences, poles, buildings, signs, tables, grills, and cattleguards. The minimum spacing between piles shall be equivalent to one and one-half the diameter of the adjacent pile.

If conditions make it impractical to locate piles where damage to live trees and physical improvements can be avoided, a space shall be cleared in a location designated by Forest Service.

Slash within partial cut areas and road construction clearings shall be moved to take advantage of previously constructed or natural clearings in order to minimize the construction of new clearings. Slash shall not be moved more than 120 feet to achieve the location requirement. Piles shall not be made on permanent roads, in drainage ditches, below high water marks of live streams, and in intermittent streamcourses.

Piles shall not be constructed within a N/A foot strip along the top edge of the cutting unit or within a N/A foot strip along the remaining edges of the unit.

Construction of Piles. Machine piles shall be compacted by pushing slash from all sides towards the center of the pile. A machine pile will not exceed an average diameter of 25 feet and pile height shall not be less than one-third the average diameter of the the pile. All slash which protrudes 4-feet or more from outer edge of the pile shall be bucked off and placed on pile.

Unmerchantable material may be left between piles to protect regeneration seedlings and for site protection purposes as specified in writing by Forest Service.

Piling shall be accomplished in a manner that will prevent the accumulation of dirt in the piles

Logs and tops from felled trees within leave groups of trees inside or outside the cutting unit shall be yarded out of such leave groups to approved locations and piled. Where there is danger of damaging leave trees, long material shall be endlined out of leave groups.

Method: COVERING PILES Map Symbol: "Cover"

#### Definition and Specifications:

All slash piles shall be covered with a durable waterproof covering furnished by Purchaser as approved by the Forest Service. The material shall be at least 6 feet in width. Piles shall not be less than one-third covered, with the covering extending not less than halfway down all sides. Pieces of burnable material shall be placed on top of the waterproof covering to keep it from blowing off the pile.

Method: SITE PREPARATION Map Symbol: "Mach"

#### Definition and Specifications:

In conjunction with machine slash piling, a minimum of N/A percent and maximum of N/A percent of the workable ground surface uniformly distributed over the unit area, shall be scarified down to bare mineral soil. Scarified ground is here defined as bare mineral soil in patches exceeding N/A feet by

N/A feet.

Method: SCATTERING      Map Symbol: "Scat"

Definition and Specifications:

Purchaser shall remove all slash greater than N/A inches in diameter and/or N/A feet long, a minimum of N/A feet away from each leave tree N/A inches d.b.h. and larger. Slash shall be placed upslope from, or along the upslope from, or along the contour from, leave trees. Slash shall not be placed downslope from leave trees.

Method: LOPPING      Map Symbol: "Lop"

Definition and Specifications:

Slash shall be treated by limbing or severing, or both, and scattered as necessary to place slash within (two or three) feet of the ground over entire area of cutting unit. Occasional slash which exceeds the maximum height, not to exceed 5 percent of slash to be lopped and scattered, is acceptable. When agreed in writing between Purchaser and Forest Service, crushing or chopping with mechanized equipment is permissible, where residual trees will not be excessively damaged and ground conditions are suitable.

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By agreement in writing, certain slash may be left for fuelwood. When the specified treatment is by a combination of methods, Logging Slash not treated by one of the methods shall be treated by the other(s).

(1) Treatment Along Permanent Roads. Permanent roads that require roadside slash treatment are listed in the attached table and shown on the Sale Area Map. All Logging and Construction Slash within Required Disposal Strips shall be treated by Purchaser. "Required Disposal Strips" are those areas adjacent to permanent roads where slash treatment is required for resource objectives. The width of Required Disposal Strips is shown in the attached table and is measured in slope distance from Roadbed edges of permanent roads. By agreement, in Clearcutting Units, slash from Required Disposal Strips may be treated with other Logging Slash. By agreement, the location of Required Disposal Strips may be adjusted from side to side without materially changing the total work required.

Slash treatment in Required Disposal Strips shall be accomplished without affecting the proper functioning of channels leading to and from drainage structures.

(a) Slash shall be treated by Scattering, Removing, Burying, Chipping, Piling, Bucking and Piling, Machine Piling or a combination of these methods as shown in the attached table. Logging Slash larger than treatment size requirements of the specified method shall either be Scattered outside Required Disposal Strip, within Required Disposal Strip or Decked at agreed locations as shown in the attached table.

(b) Hardwood and coniferous trees within or extending over Required Disposal Strips and which have been partially knocked down by Purchaser's Operations shall be felled and treated as Logging Slash. Damaged trees which cannot be felled with reasonable safety may be pushed or pulled down.

(2) Treatment Along Temporary Roads. Outside of Clearcutting Units, all hardwood and coniferous trees felled or pushed over and trees damaged beyond recovery by Temporary Road construction shall be felled, limbed to a stem diameter of approximately 3 inches, at which point the top shall be cut from the remainder of the stem, and stem shall be bucked into lengths not exceeding 3/ feet. Such slash shall be Scattered free of soil to reduce concentrations unless treatment is required by another specified method.

(3) Landings and Disposal Sites. Unutilized logs accumulated at landings and disposal sites shall be Decked by Purchaser. Other slash accumulated at landings and disposal sites shall be kept separate from unutilized logs and treated by the method shown in the attached table.

(4) View and Special Management Units. Areas identified as "VIEW" on the Sale Area Map are Travel and Water Influence Zones and Special Management Units which include roads, recreation trails, streamsides, lakeshores, and other view areas. The "VIEW" boundaries are identified on the ground or a distance limitation is specified on the Sale Area Map. Primary treatment shall be by Removing, Burying, Chipping, Hand Piling, Machine Piling, or a combination of these means unless a method is specified or prohibited on Sale Area Map. Logging Slash not readily treated by the selected or specified method shall be removed to designated areas or treated as agreed.

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The following tables, where applicable and filled in, summarize slash requirements:

TREATMENT ALONG PERMANENT ROADS (CT6.7#)  
SLASH TREATMENT

See Table A

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LANDING, DISPOSAL SITES AND OTHER SLASH (CT6.7#)

See Table B

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PURCHASER UNIT SLASH RESPONSIBILITY (CT6.7#)

See Table C

**Table A: Treatment Along Permanent Roads CT6.7#**

**Not Applicable**

**Table B: Landing Disposal Sites and Other Slash**

Landing Location	Requirements
All	Minor amounts of slash shall be scattered up to depth of 4 inches or used for erosion control and prevention on landings and skid trails. All stumps removed from the ground must be treated as activity slash and removed from the sale area.

**Table C: Contractor Unit Slash Responsibility**

Cutting Unit	
ALL	Small amounts of slash used for erosion control on landings and skid trails may be left. All slash left on the site will be lopped or crushed to a maximum height of 4 inches.
ALL	5 to 7 tons per acre of coarse woody debris will be left on site.

CT6.8 - MEASURING (03/2013)

Volume estimators used for quantity estimates in AT2 are listed below. Volume for trees added pursuant to BT2.1 and BT2.3, or other authorization hereunder, will be derived from the same volume estimators or from volume tables based on these estimators.

SPECIES	DATA SOURCE	APPLICATION
Ponderosa Pine	Eagar Recovery Study 1/	All Forests
Ponderosa Pine	Hann & Bare 2/	All Forests
Ponderosa Pine	Flewelling Profile Model 4/	All Forests
Aspen	Santa Fe/Carson 2/	All Forests
Spruce	Santa Fe/Carson/Lincoln 2/	All Forests
Corkbark Fir	Santa Fe/Carson/Lincoln 2/	All Forests
SW White Pine	Santa Fe/Carson/Lincoln 2/	All Forests
Douglas-Fir	Santa Fe/Carson 2/	Carson, Cibola, Kaibab, Santa Fe
Douglas-Fir 3/	Lincoln/Tonto 2/	Apache-Sitgreaves, Coconino, Coronado, Gila, Lincoln, Prescott, Tonto
White Fir	Lincoln 2/	Apache-Sitgreaves, Coconino, Coronado, Gila, Lincoln, Prescott, Tonto
White Fir	Santa Fe/Carson 2/	Carson, Cibola, Kaibab, Santa Fe

1/ Ponderosa Pine volume (sawtimber) estimators are derived from data collected in the Eagar Mill Recovery Study. Scribner Decimal C and cubic volume estimators are available from the Forest Supervisor or District Ranger.

2/ These volume (non-sawtimber) estimators and tables are published in the following documents:

Hann, David W. and B. Bruce Bare "Comprehensive Tree Volume Equations for major Species of New Mexico and Arizona: I. Results and methodology", USDA Forest Service research Paper INT-209, June 1978, 43 pp.

Hann, David W. and B. Bruce Bare "Comprehensive Tree Volume Equations for major Species of New Mexico and Arizona: II. Tables for Unforked Trees" USDA Forest Service Research Paper INT-210, November, 1978, 127 pp.

3/ Based on data obtained in the Fiscal Year 1987 Douglas-fir Volume Validation Project, predicted Douglas-fir Scribner Board Foot volume (from Hann and Bare equations using the Lincoln/Tonto Data Source) must be adjusted (multiplied) by a factor of 0.932. This is the equivalent of a 6.8% negative adjustment to the predicted volume.

4/ Flewelling, James W. and Lawrence M. Raynes 1993. Variable-shape stem profile predictions for western hemlock. Part I: Predictions from DBH and total height. & Part II: Predictions from DBH, total height, and upper stem measurements. Can. J. For. Res. Vol. 23. 1993.

CT6.84 - ACCOUNTABILITY (04/1983)

Unless otherwise agreed in writing and prior to hauling from Sale Area, products shall be accounted for as follows:

The truck driver shall obtain a removal receipt furnished by Forest Service. Purchaser shall assign a competent individual at the landing to issue removal receipts for products removed from Sale Area. A duplicate copy or stub of such receipt shall be retained by Purchaser and delivered to Forest Service at periodic intervals. When products are in transit, the truck driver shall keep the original copy of the receipt in his possession and show it upon request or display it as evidence of his authority to remove products. The original removal receipt shall be surrendered at the unloading point or as requested by Forest Service.

CT7.2 - SPECIFIC FIRE PRECAUTIONARY MEASURES (03/1991)

Purchaser shall provide the personnel, tools and equipment to take the following precautionary measures:

## SMOKING AND LUNCH FIRE RESTRICTIONS

Purchaser shall prohibit smoking and building of camp and lunch fires by persons engaged in Purchaser's operations, except at established camps or in areas that Forest Service may designate. Smoking may be permitted at these designated areas only after all flammable material has been cleared to mineral soil. All fires and smoking materials shall be completely extinguished at end of lunch or smoking period.

## FIRE TOOLS

Purchaser shall furnish and maintain; i.e., cutting edges sharp, handles sanded and tightly fitted, clean of rust and foreign material; fire tools to be used only for suppressing forest fires. Each logging operation shall be provided with one firefighting tool per man to equip 100 percent of the personnel engaged in Purchaser's operations. Approved firefighting tools are: double-bit axe; brushhook; pulaski; McLeod; and round-pointed, size 0 or larger lady shovel. The proper tool mix will be stipulated in the Timber Sale Fire Plan. These tools are required separate from, and in addition to, the tools required in the section, "Fire Tools on Equipment," and in CT7.21 Fire Guards. Fire tools for firefighting purposes for use of personnel engaged in all phases of the logging operations shall be located in the active operating area of the sale or as stated in the fire plan.

## BURNING OF REFUSE

No camp refuse of slash or other debris, such as that resulting from clearing around camps or on right-of-way, shall be burned without the written consent of the Forest Service.

## SPARK ARRESTERS AND MUFFLERS

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a or the latest revision of Society of Automotive Engineers "medium size engine, SAE recommended practice J350" unless it is:

- (a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (b) A multi-position engine, such as on power saws purchased after 6/30/77 which must meet the performance levels set forth in the Society of Automotive Engineers "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended. Those purchased prior to the above date shall be equipped with an approved spark arrester/muffler containing a 0.023 inch mesh screen in good condition.
- (c) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler and an exhaust system in good working condition.
- (d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

## POWERSAWS

During periods of use, each powersaw operator shall have readily available for use one long-handled round-pointed shovel and one chemical-pressurized fire extinguisher of not less than 8-ounce capacity by weight. Muffler, extinguisher, and shovel shall be maintained in good working order at all times. Any fueling or refueling of a powersaw shall be done in an area which has been cleared of material which will carry fire. Powersaws shall be moved at least 10 feet from the place of fueling or refueling before starting.

#### FIRE TOOLS ON EQUIPMENT

Each internal combustion fuel carrying truck, loader, skidder, heavy truck, and tractor shall be provided with one long-handled round-pointed shovel, and one 5-pound capacity ABC dry chemical fire extinguisher. Passenger carrying vehicles, including light pickup trucks shall be equipped with one (1) long-handled round-pointed shovel and one (1) ABC chemical fire extinguisher not less than 2 1/2 pounds capacity. Shovels and fire extinguishers shall be so mounted as to be readily reached from the ground.

#### INSPECTION REQUIREMENTS FOR INTERNAL-COMBUSTION ENGINES

Each internal-Combustion motor vehicle or item of equipment shall be inspected and approved in advance of use by Forest Service.

Purchaser shall require that all persons engaged in Purchaser's operations submit all internal-combustion motors and equipment for inspection and approval prior to use in Purchaser's operations on National Forest lands. Vehicles and equipment not approved for use shall be repaired to meet existing standards, reinspected, and approved by Forest Service prior to use.

#### BLASTING

Use of fuses in blasting shall not be permitted. A long-handled round-pointed shovel and 5-gallon backpack pump with attached handpump filled with water shall be available at all times. During periods when Fire Precaution Plan B or C is in effect, a fire guard shall remain on duty for at least one hour after blasting is finished and shall be equipped with a shovel and backpack. Blasting is prohibited under Fire Precaution Plan D. (CT7.22)

#### TRACTOR LIGHTS

All crawler tractors and rubber-tired skidders suitable for fire suppression work, and with power source, shall be equipped with two (2) factory type headlights and one (1) backup light, or brackets mounted for portable self-contained battery operated lights. These portable lights shall be furnished and maintained by the Purchaser at a location agreed by the Forest Service.

#### CABLE YARDING

Tail and corner blocks shall be located to prevent cables from rubbing against trees, snags, and down logs. Areas adjacent to tail and corner blocks shall be cleared of flammable material within a 5-foot radius. One 5-gallon standard backpack water container (filled at all times and with handpump attached), one shovel, and one pulaski, shall be maintained within 10 feet of each block.

#### GAS AND OIL STORAGE AND SERVICE AREAS

The location of equipment service areas and gas and oil storage areas shall be approved in writing by Contracting Officer. All areas shall be cleared of brush, litter, grass or other flammable debris for a radius of 50 feet.

#### WELDING

An area within a 10 foot radius shall be cleared down to mineral soil before welding operations are

started. Prior to welding, purchaser shall have available a round-pointed long-handled shovel, a 5-gallon backpack pump filled with water with attached hand pump, and a 5-pound fire extinguisher at each welding site. A fire guard will remain on duty for at least one (1) hour after welding is completed during periods when Fire Precaution Plan B or C is in effect. Welding is prohibited under Fire Precaution Plan D.

CT7.21 - FIRE GUARDS (11/1975)

Purchaser shall designate at least one representative to train and supervise each woodsworking group of men in fire prevention, detection, and suppression. Each such representative shall be named in the fire plan.

To prevent, detect, and suppress fire, Purchaser shall provide a trained fire guard at each operating area where power-driven equipment has been operated during the day. The fire guards shall constantly perform their duties during operating hours and for three (3) hours after the woodwork stops for the day, when the Fire Precaution Plan is Plan B, C, or D (CT7.22).

Fire guard service on one operating area shall satisfy the requirements on adjacent areas if the travel time with available transportation is not in excess of ten (10) minutes to any of the other areas requiring such service.

Each fire guard shall be physically able, vigilant, and trained to prevent, detect, and report any fires and to promptly and efficiently take suppression action with available required firefighting equipment and men on any fire that starts on Sale Area. Each fire guard shall be equipped with a vehicle and a fire tool cache consisting of a cache box, 2 four-to-five gallon backpack pumps filled with water, 2 size 0 shovels, 2 Pulaskis, and 2 McLeod tools maintained in serviceable condition.

CT7.22 - EMERGENCY FIRE PRECAUTIONS (03/2013)

Purchaser will restrict operations in accordance with the attached Emergency Fire Precaution Schedule. The Contracting Officer shall inform the Purchaser of any changes in the Industrial Fire Precaution Plan. The procedure for the Contracting Officer to notify the Purchaser of a change shall be stated in the Fire Prevention and Control Plan required by BT7.1. The Contracting Officer may, after consultation with the Forest Supervisor, adjust the predicted Industrial Fire Precaution Plan for local weather conditions on Sale Area. Changes in the predicted Industrial Fire Precaution Plan shall be agreed to in writing.

**See Table A**

CT7.23 - COMMUNICATIONS (05/1989)

Purchaser shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Purchaser's headquarters. A radio-equipped fire patrolman vehicle will satisfy this requirement if in operation during the time required. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service shall accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Purchaser's headquarters (or above stated alternative) and Forest Service via commercial or Forest Service telephone. The communications system shall be operable during Purchaser's Operations in Fire Precautionary Period described in AT9 and during the time fire patrolman service is required.

In the event no other means of communications will provide for prompt and reliable reporting of a fire, the Contracting Officer may allow use of a Forest Service two-way radio or Forest Service frequencies for emergency use only. The use of Forest Service frequencies will be by a written memorandum of agreement between the Contracting Officer and Purchaser.

CT8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The sale was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

## CT8.66# (Option 1) - USE OF TIMBER (04/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for N/A determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchangee, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Subsection, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.