

NATIONAL FOREST TIMBER FOR SALE
INTEGRATED RESOURCE TIMBER CONTRACT-STEWARDSHIP
APACHE-SITGREAVES NATIONAL FORESTS

The Sandstone Stewardship Contract is located in T11N, R14E, Sections 4, 5, 8, 9, and 16, Coconino County, Arizona. The Forest Service will receive technical and price proposals at the Black Mesa Ranger District Office, 2748 SR Hwy 260, Overgaard, AZ 85933 no later than 2:00 PM local time on September 8, 2016 for an estimated 13,882 CCF (Hundred Cubic Feet) of ponderosa pine high value sawtimber (12"+ DBH) and 4360 CCF of ponderosa pine medium value sawtimber (9"-11.9" DBH) marked or otherwise designated for cutting. In addition, within the area is an estimated 3118 CCF of ponderosa pine pulpwood material that the successful bidder agrees to remove at a fixed rate. The mandatory stewardship item is the removal of all created slash on 2883 acres. The optional stewardship item is the removal of all designated pre-commercial trees (>3ft. tall to 4.9" DBH) on 2883 acres. Bids will be evaluated on a best value unit rate basis and bidders must submit a technical proposal describing how the stewardship work will be completed. A unit rate bid for the timber products is required, as well as, the per unit rate for completing each stewardship service work item. Offers will not be publicly opened or disclosed. The Forest Service reserves the right to reject any and all bids. A prospectus, bid form, blank technical proposal form, and complete information concerning the timber, the service work required in this contract, and the process to submit bids is available to the public both at Black Mesa Ranger District Office, 2748 SR Hwy 260, Overgaard, AZ 85933 (928-535-7300) and the Supervisor's Office, 30 S Chiricahua Dr., Springerville, AZ 85938 (928-333-6312) or online at <http://www.fs.usda.gov/detail/asnf/landmanagement/resourcemanagement>. A pre-bid conference will be held for prospective bidders at 10:00 AM on August 25, 2016. The meeting will be at the Black Mesa Ranger District Office in Overgaard, AZ. An opportunity will be available to visit the project site on this date. The UDSA is an equal opportunity provider and employer.

File Code: 2430

Date: August 9, 2016

Dear Prospective Bidder:

By September 8, 2016 at 2:00 PM, sealed bids, along with accompanying technical proposals, must be delivered to and will be opened at the Black Mesa District Ranger's Office, 2748 SR Hwy 260, Overgaard, AZ 85933, for Sandstone Stewardship Contract. This sale is located in Coconino County. Integrated Resource Timber Sale Contract 2400-13T will be used. The termination date for this sale is 9/8/2021. There is no specified road construction in this project, however road maintenance work will be required.

The estimated quantities in this contract have been determined prior to felling. The total estimated quantity on this sale is 21,360 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 Timber Quantities and Rates per Unit of Measure

Timber Bid Information:				Rates Per Unit of Measure		
Species	Product	Unit of Measure	Estimated Quantity	Base Rate	Minimum Acceptable Rate	Additional Deposits for Rd. Maint. \$/CCF

Mandatory Timber Cutting Units:

Ponderosa Pine and Other	Sawtimber	CCF	13,882.00	N/A	\$26.76	\$0.39
Ponderosa Pine 9"-11.9" DBH	Sawtimber	CCF	4,360.00	N/A	\$25.12	\$0.39

Only the Fixed Rate Applies:

Ponderosa Pine and Other	Pulpwood	CCF	3,118.00	N/A	\$1.00	\$0.39
	Total	CCF	21,360			

In addition to the timber component of this project, there is required service work to be performed. As this work is completed and accepted, stewardship credits will be applied to the account to cover the cost of timber. You will be required to submit a rate per unit of measure for these projects as part of your proposal.

Stewardship Project Information



Project Number (a)	Project Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items			
1.0	Removal of all created slash	Acres	2883.00
Optional Stewardship Work Items			
1.1	Removal of designated pre-commercial trees	Acres	2883.00

There is no bid guarantee required on this sale. A performance bond will be required.

Bids will be evaluated on a best value unit rate basis and bidders must submit a technical proposal describing how stewardship service work will be completed. The technical proposal that is submitted will become a part of the contract when sale is awarded. A unit rate bid for the timber products is required as well as the per unit rate for completing each stewardship service work item. Offers will not be publicly opened or disclosed. The Forest Service reserves the right to reject any and all bids. Forms are available to assist with completion of your technical proposal if you wish to use them.

A pre-bid conference will be held for prospective bidders at 10:00 AM on August 25, 2016. This meeting will be held at the Black Mesa Ranger District Office in Overgaard, AZ. An opportunity will be available to visit the project site on this date.

If you wish further information on this sale such as Contract Area Maps, Prospectus and Bid Form, please call the Supervisor's Office, Vince Causey, Contracting Officer (928) 333-6312 or Black Mesa District Ranger's office (928)535-7300 or online at <http://www.fs.usda.gov/detail/asnf/landmanagement/resourcemanagement>.

VINCENT M. CAUSEY
Contracting Officer



CONTRACT AREA MAP
 Project Name: **Sandstone Stewardship**
 National Forest: **Apache-Sitgreaves**
 Ranger District: **Black Mesa**



Scale Map Created at = 1:15,840



T 12 N R 14 E, Sec 32, 33
 T 11 N R 14 E, Sec 4, 5, 6, 7, 8, 9, 10, 15, 16, 22

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.
 Projected Coordinate System: NAD 1983 UTM Zone 12N
 Map Prepared By: srichardson01 Date: 7/19/2016
 T:\FIS\FIS\ApacheSitgreaves\Project\BML\ LarsonSandstone\GIS\Workspace\srichardson\MXD\SndStnSaleArea_BW.mxd
 Land Line Locations Are Approximate

- Sale Area Boundary
- Payment Unit BT.1
- Payment Unit Number BT.1
- Protected Area GT.2.4, BT.1

- Restrictions**
- MSO Timing Restriction KT-GT.3.1.3#
- Protected Stream Buffer GT.5

- Constructed Features**
- Power System GT.2.2
- Protected Improvement GT.2.2
- Land Survey Monument GT.2.3
- Lake / Reservoir BT.1

- Provisions:**
- LTM** KT-CT.3.5.6#
- DxD** KT-CT.3.5.2#
- DxSpp** KT-CT.3.5.2#

- Transportation KF-FT.3.1#**
- Maint. Level 5
- Maint. Level 4
- Maint. Level 3
- Maint. Level 2
- Maint. Level 1
- S** Safety Zone GT.3.3
- R** Hauling Restricted KT-FT.1.2#
- 9531C** Forest Road Numbers

T12N

T12N

T11N

T11N

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name :	Sandstone Stewardship	Type of Contract :	Premeasured
National Forest :	Apache/Sitgreaves	Ranger District :	Black Mesa
Bidding Method :	Sealed Bid		
Location to Receive Offers :	Apache-Sitgreaves National Forests, 2748 SR 260, Overgaard, AZ 85933		
Date :	09/08/2016	Time :	02:00 PM

1. INTRODUCTION. This prospectus furnishes prospective offerors with information not contained in the published advertisement and is designed to enable offerors to decide whether or not to further investigate this stewardship project. The prospectus is not a legally binding document, but is offered to provide general information about a Stewardship Contract. The prospectus does not include descriptions, estimates, and other data that are contained in the sample contract, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Offerors are urged to examine the contract and make their own estimates. Contract 2400-13T will be used. Inspect the contract area and the sample contract before submitting an offer. Obtain the appraisal, other information on the contract and stewardship work items and conditions of offering at Forest Service offices listed above and in the advertisement.

This is a Stewardship End Results Contract authorized by 16 U.S.C. 2104 Note.

2. OFFERING. This is a Sealed Bid Stewardship Contract . Offerors must submit sealed offers on prepared forms they can obtain from Forest Service offices listed above and in the advertisement. The forms include instructions for offering and submission of the required certifications and technical proposals. The term "offer form" in this prospectus is the Bid for Integrated Resource Contract form. Also, the term "offeror" in this prospectus is identified as "offeror" in the Bid for Integrated Resource Contract form. **THE OFFERS WILL NOT BE PUBLICLY OPENED.**

The offeror is required to submit a technical and price proposal and comply with all other provisions stated on the offer form. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the contract. Upon contract award, this technical proposal will become a binding part of the contract. See Section 21, General for instructions for preparation of technical proposals and evaluation factors for award.

3. LOCATION AND DESCRIPTION OF INTEGRATED RESOURCE TIMBER. Refer to the sample contract and contract area map attached to the sample contract for legal location of contract area, location of payment units, location of cutting units, the acreage of contract area, the cutting unit acreage and location of stewardship work activities.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE CONTRACT AREA MAP OR SAMPLE CONTRACT.

25 miles west of Heber, north of SR 260 and west of FR 237

4. 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, offerors are urged to examine the contract area and make their own estimates.

THE MINIMUM ACCEPTABLE BID RATE FOR THE MANDATORY TIMBER CUTTING UNITS IS STATED IN THE ATTACHED OFFER FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

Mandatory Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mandatory Timber Cutting Units :							
Ponderosa Pine and Other	Sawtimber	CCF	13,882.00	\$5.00	\$26.76	\$0.00	\$0.39
Ponderosa Pine 9"-11.9" DBH	Sawtimber	CCF	4,360.00	\$3.00	\$25.12	\$0.00	\$0.39
Only the Fixed Rate Applies :							
Combined Softwood	Pulpwood	CCF	3,118.00	\$1.00	\$1.00	\$0.00	\$0.39
	TOTAL	CCF	21,360.00			\$0.00	\$8,330.40

Optional Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Not Applicable							

All of the mandatory stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed. Optional stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed when authorized in writing by Contracting Officer. Such authorization may be for all or a portion of the quantity shown. Optional stewardship work items may be selected and authorized in any order. Upon written request of Contractor, additional stewardship work items shall be considered and authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship work items if three or more authorized optional stewardship work items or any of the mandatory stewardship work items remain uncompleted. Contracting Officer shall not be obligated to authorize additional stewardship work items at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship work items.

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items			
1.0	Removal of all created slash	Acres	2,883.00
Optional Stewardship Work Items			
1.1	Removal of designated pre-commercial trees	Acres	2,883.00

5. PERIOD OF CONTRACT.

The normal operating season covers the period between 04/15 and 11/15. Contract termination date is 09/08/2021. Extensions of this contract may be granted only when the contractor has met specified conditions.

Upon acceptance by the Forest Service, the technical proposal is a binding part of the contract and shall include, but is not limited to, plan periods for and methods of work activities. The Contractor must also submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations 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. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in K(T)-G(T).9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total offer value for included timber, rounded up to the nearest \$100 when the total offer value is \$10,000 or less; and rounded up to the nearest \$1000 when the total offer value exceeds \$10,000; or \$48500, whichever is greater.

8. SPECIFIED ROADS. Not Applicable.

9. ROAD MAINTENANCE. Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor'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 provision K(T)-F(T).3.2# 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 CONTRACTS. Not Applicable.

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

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total contract value for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the Contractor 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 Contractor responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations. To determine a Contractor to be responsible, a Contracting Officer must find that:

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor 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 Contractor's control and were not created through improper actions by the Contractor or affiliate, or that the Contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Contractor is not responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The Contractor has a satisfactory record of integrity and business ethics;

- e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;
- f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR 223.101, determination of Contractor responsibility, and if awarded this contract, that offeror will complete the contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber or forest products and complete stewardship projects by the termination date.

16. FALSE STATEMENTS ACT. Offerors, by signing the offer form, certify that they are aware that offeror 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 if: 1) Contractor fails to execute this stewardship contract or furnish a satisfactory performance bond by the date required in the award letter, if required; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

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 contractor, to submit a certification for itself, its principals, and its affiliates when submitting an offer on stewardship contracts. The offeror must designate its status regarding debarment, suspension, and other matters as specified on the offer form. The offeror, by signing the offer, 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 competition. Also, as a Contractor 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 the offer. Contractor must keep these subcontractor certification forms on file for review by the Forest Service, if requested. The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract 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, 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. The successful offeror shall register in the Central Contractor Registration (CCR) at www.ccr.gov.

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

(a) General Instructions. Proposals submitted shall be furnished in the following format with the numbers of copies as specified below.

(1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that

evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

(2) - Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this Request for Proposal (RFP), must be clearly identified.

OR

(2) Offerors must submit a proposal that meets all requirements specified in the sample contract. No alternate proposals will be accepted.

(3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth below.

(4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:

(i.) One copy of the completed, signed offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

(ii.) Three copies of the technical proposal.

(iii.) One copy of the business/cost proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. As a minimum, the proposal must clearly provide the following: See the attached Technical Proposal Form for the Evaluation Factors and Subfactors.

EVALUATION, NEGOTIATION AND AWARD PROCESS

Proposals will be evaluated and rated to determine which offerors are within a competitive range, price and other factors considered. Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms that the offeror can submit to the Government, from both price and technical standpoints. However the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range. Proposals that do not address one or more criteria or subfactors, may not be considered further for award.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criteria. A neutral score will be established as the average of all other competing offerors, or the average of the total score available, whichever is less.

EVALUATION CRITERIA

The evaluation factors for this contract and their relative importance are listed below in descending order of priority. All subfactors within a factor are equal in weight.

<u>Factor</u>	<u>Approximate Weight</u>
A. Price	30%
B. Technical Approach	5%
1. Plan of Operations	
2. Quality Control	
3. Contract Manager and On-the-Ground Supervisor(s)	
4. Equipment	
5. Production Capability	
C. Capability and Past Performance	10%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	10%
E. Other	45%
Implementation of optional item	

Award Statement. One award will be made to the offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors (B-D), when combined, are _____ price (A). The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Price proposals will not be scored.

POSTAWARD DEBRIEFING OF OFFERORS

- (a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.
- (2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.
- (3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.
- (4) (i) Untimely debriefing requests may be accommodated.
- (ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.
- (b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.
- (c) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- (d) At a minimum, the debriefing information shall include-
- (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
 - (2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
 - (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
 - (4) A summary of the rationale for award;
 - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
 - (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- (e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including-
- (1) Trade secrets;
 - (2) Privileged or confidential manufacturing processes and techniques;
 - (3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
 - (4) The names of individuals providing reference information about an offeror's past performance.
- (f) An official summary of the debriefing shall be included in the contract file.

SOLICITATION AND OFFER FOR INTEGRATED RESOURCE CONTRACT

1. Contract Number: 21605	2. Date and Time for Receipt of Offers: 09/08/2016 02:00 PM	3. Opened By:	4. In the Presence of:
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5. Contract Name: Sandstone Stewardship

6. National Forest: Apache/Sitgreaves	7. Ranger District: Black Mesa	8. Type of Offer: Best Value
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9. To: (Title and address of Contracting Officer receiving offers) A/S National Forest Black Mesa RD Bid Custodian 2748 SR Hwy 260, PO Box 986 Overgaard, AZ 85933	10. Name of Newspaper: White Mountain Independent	11. Date Published: 08/09/2016
	12. City: Show Low	13. State: Arizona

INSTRUCTIONS TO CONTRACTING OFFICER: Verify that TIM has completed applicable blanks before sending to prospective Offerors. Attach copy of contract solicitation. Entries are required in blocks 1; 2; 5; 6; 7; 9; 10; 11; 12; 13; 14a, b, c, d, e, f, h, & i; 15a, b, c, & d; 19; and 24; and instructions 2, 5, and 10 for all contracts. Entries are required in block 14g for species with a fixed rate. Strike out spaces for entries in one or more of columns 14e, h, or i, if not applicable to the contract.

*****In Response to the Notice of Integrated Resource Contract published in the newspaper specified above, and subject to the conditions attached hereto, the following offer is submitted and shall constitute a Firm Offer:*****

14. Timber Offer Information:

14. Timber Offer Information:				Rates Per Unit of Measure				
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Offer Rate (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Mandatory Timber Cutting Units								
Ponderosa Pine and Other	Sawtimber	CCF	13,882.00	\$5.00	\$26.76		\$0.00	N/A
Ponderosa Pine 9"-11.9" DBH	Sawtimber	CCF	4,360.00	\$3.00	\$25.12		\$0.00	N/A

Only the Fixed Rate Applies.						Fixed Rate		
Combined Softwood	Pulpwood	CCF	3,118.00	\$1.00	\$1.00	\$1.00	\$0.00	N/A

Optional Timber Cutting Units (Offering Optional):								
Not Applicable								

Only the Fixed Rate Applies.						Fixed Rate		
Not Applicable								

15. Stewardship Project Offer Information:

Project Number (a)	Project Description (b)	Unit of Measure (c)	Estimated Quantity (d)	Rate per Unit (e)	Total Offer (d) x (e) (f)
Mandatory Stewardship Projects - Offeror must complete columns (e) and (f):					
1.0	Removal of all created slash	Acres	2,883.00		
Optional Stewardship Projects (Offering Mandatory) - Offeror must complete columns (e) and (f):					
1.1	Removal of designated pre-commercial trees	Acres	2,883.00		

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

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

16a. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: Subject to the penalties prescribed in 18 USC 1001, Offeror certifies, by signing this offer form, that to the best of Offeror's knowledge that the following representations are accurate and complete.

- a. That the Offeror and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from contracts (covered transactions) by any Federal department or agency.
- b. That the Offeror and its principals have not within a 3-year period preceding this offer 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Offeror 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 Offeror and its principals have not within a 3-year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for breach or default of a contract.

Offerors that cannot certify this block, in whole or in part, shall submit an explanation with their offer. (See instruction 13.)

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

a. That the Offeror 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 Offeror has, has not submitted required compliance reports under such previous contracts.

b. That the Offeror 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, Offeror certifies and represents, by signing this offer form, that the following representations are accurate and complete:

a. By submission of this offer each offeror also certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this contract:

(i) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, as to any matter relating to such prices with any other Offeror or with any potential competitor;

(ii) The prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening of offer, directly or indirectly to any other Offeror or to any potential competitor; and

(iii) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer.

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

(i) The Signer is the person in the Offeror's organization responsible within that organization for the decision as to the prices offered herein and that the Signer has not participated, and will not participate, in any action contrary to paragraphs a(i) through a(iii); or

(ii) The Signer is not the person in the Offeror's organization responsible within that organization for the decision as to prices offered 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 paragraphs a(i) through a(iii), and as their agent does hereby so certify; and that the Signer has not participated, and will not participate, in any action contrary to paragraphs a(i) through a(iii).

c. An offer will not be considered for award where any portion of paragraph a or b has been deleted or modified. Where these provisions have been deleted or modified, the offer will not be considered for award unless Offeror furnishes with the offer 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 AND BOND: The Offeror whose offer is accepted will, within 30 days of the award letter's date, or any written extension thereof by the Forest Service, execute a stewardship contract which shall be provided by the Forest Service and be based on the sample contract referenced in the prospectus. Simultaneously, Offeror shall furnish a satisfactory performance bond, in accordance with the provisions of such stewardship contract, in the penal sum as prescribed in the prospectus for this contract, and otherwise complete the process described on this form and pages attached hereto. Offeror agrees that its failure to comply with this paragraph shall result in a termination of this contract for breach under provisions of instruction 6 of the Instructions to Offeror's portion of this form.

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

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). Offerors may submit modifications to their proposals at any time before the time for receipt of offers.

21. TERMS OF OFFER: Offeror certifies and represents that the Offeror has read and understands each and every provision of this offer form (together with any attachments thereto) and the sample contract. The Offeror agrees that it assumes the responsibility to clarify any questions before signing this form. The Offeror agrees that the written provisions of this offer form (together with any attachments), the sample contract, and any accepted terms from Offeror's proposal constitute the entire agreement of the parties until a written contract is executed and neither the offer form (and any attachments), the Offeror's proposal, nor the sample contract can be orally modified. The Offeror expressly adopts the terms of this offer form, the Offeror's proposal, and the sample contract as material parts of the Offeror's offer.

22. DISCLAIMER OF ESTIMATES AND OFFEROR'S WARRANTY OF INSPECTION: Before submitting this offer, the Offeror is advised and cautioned to inspect the contract area, review the requirements of the sample contract, and take other steps as may be reasonably necessary to ascertain the location, estimated quantities, construction requirements and estimates, and operating costs of the offered timber or forest products and stewardship projects. Failure to do so will not relieve the Offeror from responsibility for completing the contract.

The Offeror warrants that this offer is submitted solely on the basis of its examination and inspection of the quality and quantity of the timber or forest products offered for sale and operating costs of stewardship projects to be performed and is based solely on its opinion of the value thereof and its costs of recovery, without any reliance on Forest Service estimates. Offeror further acknowledges that the Forest Service: (a) expressly disclaims any warranty of fitness of timber or forest products for any purpose; (b) offers this timber or forest products, as is, without any warranty of quality (merchantability) or quantity, and (c) expressly disclaims any warranty as to the quantity or quality of timber or forest products sold, except as may be expressly warranted in the sample contract.

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

23. CERTIFICATION OF COMPLIANCE WITH EXPORT AND SUBSTITUTION RESTRICTIONS:
 The Offeror certifies, by signing this offer form, that the Offeror 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 12.)

24. CERTIFICATION OF NON-AFFILIATION:
 Not applicable.

25. CERTIFICATION OF AFFILIATION: The Offeror certifies that a complete listing of Offeror's affiliates who are primarily engaged in the logging of forest products is included with this offer. (Add additional pages if needed. See instructions 6 and 11.):

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

Before signing this offer, review the attached instructions to Offerors and fill in the applicable blanks in boxes 14g, 14l, 15e, 15f, 16b, 18, 25 and 26.

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

Business Name (Type or Print)

Public reporting burden for this collection is estimated to be between 24 and 60 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.

26. 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 offeror's PII in the appropriate database.

INSTRUCTIONS TO OFFERORS

1. **OFFEROR'S QUALIFICATIONS:** Before an offer is considered for award, the Offeror may be required to submit a technical and price proposal, as described in instruction 2 and comply with all other provisions stated herein. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what it is the Offeror will do to satisfy the requirements of the contract. Upon contract award, this technical proposal will become a binding part of this contract.

2. **PREPARATION OF PROPOSALS:** Offers shall be manually signed, prices entered in block 14(g) for timber values and blocks 15(e) and 15(f) for the cost stewardship projects and all fill-in blocks, 16b, 18, 25, and 26 completed. The offer 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 offer must initial each erasure or change.

Proposal Requirements. Proposals shall be submitted in two parts: a technical proposal and a price proposal.

a. **Technical Proposal Instructions.** The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use phrases such as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be further considered. Technical proposals will be evaluated and ranked on the basis of the following criteria. As a minimum, the proposal must clearly provide the following:

(i) **Technical Approach**

I. Describe your plan of operations for both timber harvest and stewardship project work. Include a timeline and the rationale for the work activities identified to ensure all contractual requirements will be completed by the termination date.

II. Describe your quality control plan for both the harvesting and stewardship projects.

III. Provide names and resumes for your contract manager and your on-the-ground supervisor(s).

IV. Describe the equipment you propose to use to accomplish this contract, including both harvest and stewardship projects.

V. Define your production capability to accomplish this contract within the contract period.

VI. Describe methods and plans to protect resources, maximize utilization of harvested material including both sawtimber and nonsawtimber, and to minimize the number of entries into stands to be treated.

(ii) **Capability and Past Performance**

I. Provide a list of the experience of your key personnel who will actually be working on this contract.

II. Identify all subcontractors you propose to use for this contract and the work activities planned for subcontracting. Describe subcontractor's past performance using the criteria identified in (ii)III. If any subcontractors are certified in their area of expertise, provide information as to when, what, and by whom they are certified.

III. Submit a list of similar or related contracts that your firm has completed in the past 3 years. This listing must include the contract type; contract amount or contract size; location, the year completed, the Agency, company or individual contracted with, and a current telephone number.

(iii) **Utilization of Local Work Force.** Local labor is defined as _____. Identify how you intend to utilize labor, subcontractors, and other workforce from the local area. Additional evaluation preference will be given for the use of labor or subcontractors located closest to the contract area.

b. **Price Proposal.** All Offerors must furnish offer prices in each block of the 'Offer Rate' column (block 14g) for all material subject to offering in the mandatory timber cutting units. If offer prices are entered for the optional timber cutting units, Offerors must furnish offer prices in each block of the 'Offer Rate' column (block 14g) for all material subject to offering, and timber removal will be required. In addition, Offerors must enter a rate per unit in Block 15(e) and a total offer in Block 15(f) for both the mandatory and optional stewardship projects.

3. **SUBMISSION OF OFFERS:** Offers must be submitted to the Contracting Officer, designated by the solicitation as the receiving officer, at or prior to the time for receipt of offers. Such offers 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 "Best Value Offer," and (b) the contract name or number, and the date and time of offer closing, as shown by the offer form. Offers received after the time specified on the offer form are late offers. Forest Service Handbook 2409.18, Chapter 60 will govern acceptance of such offers.

4. **OPENING OF OFFERS:** The competitive proposal does not allow for public opening of offers. The Government may disclose the following information in post-award debriefings to other Offerors: (a) the overall

evaluated price and technical rating of the successful Offeror; (b) the overall ranking of all Offerors, when any ranking was developed by the Agency during source selection, (c) a summary of the rationale for award, and (d) for acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

5. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: One award will be made to the Offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors including those listed in section 2a(i)-(iii) of these instructions and any additional factors listed in the prospectus when combined, are _____ cost or price. The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Where technical proposals are determined to be substantially equal, any cost/price advantage to the Government may control award.

Proposals must be submitted initially on the most favorable terms from a technical and price standpoint which the Offeror can submit to the Government. Therefore, the Government reserves the right to award without discussions with the Offerors. However, after receipt of initial offers, written or oral discussions may be conducted with all responsible Offerors whose offers are determined to be in the competitive range. Discussions conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

Firms lacking a past performance record (new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, and will receive a neutral rating in this criteria. A neutral rating will be established as the average of all other competing Offerors.

The selection official will base the award decision on a tradeoff between price and non-price factors, comparing the relative risk to the government of poor or non-performance posed by each of the offerors, and making a judgement as to whether or not reduced risk of performance is worth additional cost. In some cases this will result in award to a lower ranked but lower priced offer, in other cases award may be to a higher ranked but higher priced offer.

The Government may, when in its interest, reject any or all offers or waive any informality in offers received. A written award mailed (or otherwise furnished) to the successful Offeror shall be deemed to result in a binding contract without further action by either party.

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 stewardship contract are the same as, or nearly the same as, conditions existing on other contract(s) in appeal or litigation, Contracting Officer may delay award or reject all offers. If delay in award is for 10 days or more during Normal Operating Season after offer 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.

6. DAMAGES: Offeror acknowledges that this contract shall be terminated for breach pursuant to blocks 16, 16a, 16b, 19, 20, 23, 24, 25, and/or 26 of this offer form if: (a) the Offeror fails to execute a stewardship contract, or furnish a satisfactory performance bond, within the number of days listed in block 19, of award letter's date; or (b) the Offeror is found to have violated the False Statements Act in making any statement or certification on this offer form, including not meeting contractor responsibility requirements. The Offeror acknowledges that the Offeror 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 offerors regarding accepting the award of the contract at the high Offeror's repudiated rate or (b) If another qualified offeror does not accept award of the contract at the high Offeror'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 recontract value and the total value of Offeror's repudiated offer, plus costs described in this instruction or

(ii) If there are no responsive offers on the reoffered contract, damages shall be the difference between the reoffered appraised value and the total value of Offeror's repudiated offer, 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 Offeror's repudiation, damages shall be the difference between the appraised value of this contract as of the date of Offeror's repudiation and the total value of Offeror's repudiated offer, 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 contract solicitation costs.

Damages will also include interest measured by interest at the Current Value of Funds Rate established by the Secretary of the Treasury. Interest will be calculated from the date of Offeror'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.

7. PRIVACY ACT: All personal information is requested on a voluntary basis; however, if you do not provide this personal information, your offer 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 contracting program and thus is authorized under the National Forest Management Act of 1976, (16 USC 472a). The principle purpose for collecting this information is to allow for proper award of a stewardship 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 contracts, (b) determination of volume purchased in any specific time period by a single contractor, and (c) determination of volume under contract by a contractor.

8. ROAD COMPLETION DATE: The Offeror hereby acknowledges that the Offeror is aware of the road completion date in the sample contract. The Offeror also acknowledges that if the Offeror elects to have Forest Service construct specified roads, the Offeror is aware: (a) that the Forest Service expects to contract for road construction, (b) that the stewardship contract will not be awarded unless a satisfactory road construction bid is received and a road construction contract is awarded or, if the Forest Service fails to receive such a bid within a maximum period stated in the solicitation of the road contract, the Offeror agrees to perform road construction, (c) that the Forest Service may extend the maximum award delay time by the amount of time needed to confirm either contract or road Bidder's size status or by any time in excess of 40 days from offer opening needed to begin solicitation of construction bids, and (d) that if the Forest Service extends the maximum award delay period because solicitation of the road contract is delayed, the Offeror may withdraw its offer without penalty.

9. ELECTION OF ROAD OPTION AND CERTIFICATE OF SMALL BUSINESS STATUS: The National Forest Management Act of 1976 (16 USC 472h(i)) provides that the Secretary of Agriculture may permit offerors qualifying as small business concerns under the Small Business Act to elect, when submitting an offer, to have the Secretary build the specified roads. Offerors qualifying as a small business concern under the Small Business Act, as amended, and the regulations thereunder, may elect to have the Forest Service construct the Specified Roads required by this contract. The Offeror who does not elect agrees, if awarded the contract, to construct the roads in accordance with the contract. An Offeror who does elect acknowledges that Offeror is aware of and agrees to the conditions stated in instruction 8 and that the Offeror is a small business concern.

If you wish to elect Government construction, you must so indicate in block 18 on the offer form that you submit. You may not accept this election at a later time. If you do not elect Government construction on your original offer form and you receive contract award, you must construct needed specified roads. You must elect Government construction for all of the specified roads as a package. Election of Government construction of a portion of the roads constitutes a non-responsive offer. When you elect Government construction, you must certify your firm as a qualified small business concern and acknowledge your understanding that award of the contract cannot take place until the Forest Service ensures road construction.

Except in rare instances, and then only when indicated in the solicitation, the Forest Service must rely upon independent contractors to construct the roads when you request Government construction. The Forest Service shall make a good-faith effort to let a contract for the construction. Without receipt of a satisfactory bid under Federal Procurement Regulations, the Forest Service can only award the stewardship contract to you if you agree to perform the construction. This problem does not arise often, but you should consider the possibility when deciding upon your election.

The Act also requires that when the Offeror elects to have the Secretary build the roads, the price paid for the timber must include all of the estimated construction costs of the roads. The Offeror must pay the total cost of the road, regardless of the amount that the offer value exceeds base rate value. This means that you may be billed at a rate higher than the offer rate.

10. ELECTION OF ROAD OPTION: Not applicable.

11. 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.

Offeror: An Offeror is any individual, organization, or other legal entity that submits an offer for, or may be expected to submit an offer for, a National Forest System contract.

Covered Transactions: Covered transactions include both non-procurement and procurement transactions. The primary tier 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 greater than \$25,000.

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.

Contract Officer: An individual delegated responsibility for any specific aspect or task in the offering or awarding process for contracts.

Small Business: In contracts 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.

12. 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 Offeror acknowledges that the Offeror is aware of the applicable export restrictions. The Offeror 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.

13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS-CONTRACT TRANSACTIONS: The inability of a person to provide the certifications in block 16a will not necessarily result in denial of participation in this contract (covered transaction). The Offeror 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 contract. However, failure of the Offeror to furnish a certification or an explanation shall disqualify such person from participation in this contract.

The certification is a material representation of fact upon which reliance was placed when the Forest Service determined to enter into this contract. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Forest Service may terminate this contract for cause or default.

The Offeror shall provide immediate written notice to the Forest Service officer, to whom this offer is submitted, if at any time the Offeror 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 Offeror agrees by submitting this offer that, should the proposed contract 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 contract, unless authorized by the Forest Service's non-procurement Debarment and Suspending Official.

The Offeror further agrees by submitting this offer 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.

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

A participant in a contract 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 contract, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor 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 contractor 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 in paragraph 5 of the instructions for certification, if a contractor 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, 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 contract, 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

Contract Name: Sandstone Stewardship

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 contract 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

**ATTACHMENT 1
TECHNICAL PROPOSAL**

Instructions: See Item No. 11, remarks, if extra space is needed to answer any item below. Mark X in the appropriate boxes.

1. Contractors Name, Address & Telephone No.

email address: _____

2. Type of Business

Company Co-Partner

Corporation Individual

Non-profit

3. How many years experience do you have in this line of work ____ Yrs

4. How many years experience as a prime contractor ____ subcontractor ____

5. List the relevant current/past projects for your business in the last 3 years:

a. Project (Location): _____

Contract Amount \$ _____ Period of Performance _____

Description of Services (i.e. type of road, length of road, equipment used, tasks performed, trades involved)

Name, Address & Telephone Number for Point of Contact for Information:

b. Project (Location): _____

Contract Amount \$ _____ Period of Performance _____

Description of Services (i.e. type of road, length of road, equipment used, tasks performed, trades involved)

Name, Address & Telephone Number for Point of Contact for Information:

c. Project (Location): _____

Contract Amount \$ _____ Period of Performance _____

Description of Services (i.e. type of road, length of road, equipment used, tasks performed, trades involved)

Name, Address & Telephone Number for Point of Contact for Information:

d. The names and resumes of your subcontractor's. (attachments as necessary)

e. A plan of operation for both timber removal and stewardship project work, including a timeline and the rationale for work activities to ensure all contractual work will be completed by the termination date.

f. A quality control plan for both the harvesting and the stewardship projects.

g. The equipment you propose to use to accomplish this contract.

8. Geographical Proximity.

The contractor's main office or branch office is located _____ miles from _____

Sandstone Stewardship Project

9. List the experience of the principal individuals of your business			
INDIVIDUALS NAME	PRESENT POSITION	YRS EXP	TYPE OF WORK

10. Information required to complete a financial responsibility determination if the apparent successful offeror.

a. Credit References

Company Name/Address	Point of Contact	Telephone number	TYPE OF WORK

b. Banking Information.

Company Name/Address	Point of Contact	Telephone number	TYPE OF WORK

11. REMARKS: **(PLEASE NOTE ADDITIONAL SHEETS MAY BE ATTACHED TO SUPPLEMENT THIS FORM)**

CERTIFICATION: I certify that all of the statements made by me are complete and correct to the best of my knowledge and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project:

Name:	Title:	Date:

BIDDER BOND INFORMATION

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

Sale Name: Sandstone Stewardship **Bid Date: 09/08/2016**

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.

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

- 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.

PART B – SIGNATURE		
5A. APPLICANT'S SIGNATURE (BY)	5B. TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY	5C. 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.

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 INTEGRATED RESOURCE CONTRACT (Applicable to Contracts with Measurement before Harvest)		Name of Contractor	
National Forest Apache/Sitgreaves	Ranger District Black Mesa	Region Southwestern	Contract Number
Contract Name Sandstone Stewardship		Award Date	Termination Date 09/08/2021

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 Contractor.

Unless provided otherwise herein, Forest Service agrees to sell and permit Contractor to cut and remove Included Timber and Contractor agrees to purchase, cut, and remove Included Timber and complete required stewardship projects.

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

UNITED STATES OF AMERICA

Two Witnesses:^{2/}

(Name)

(Address)

(Name)

(Address)

By: _____
Contracting Officer

(Title)

By: _____
(Contractor) ^{3/}

(Title)

(Business Address)

I, ^{4/} _____, certify that I am the _____
 Secretary of the corporation named as Contractor herein; that _____
 who signed this contract on behalf of Contractor, 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 ^{5/}**

INSTRUCTIONS:

1/ If Contractor is a corporation, state a "corporation organized and existing under the laws of the State of _____" and specify the State; if Contractor is a partnership, state a "partnership consisting of _____" and specify the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of _____ City of _____, State of _____."

2/ The signatures and addresses of two witnesses are required if Contractor is other than a corporation.

3/ If Contractor is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Contractor 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.

4/ The certificate must be completed if Contractor is a corporation.

5/ For companies incorporated in States that require a corporate seal, 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

Contract Name: _____
National Forest: _____

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 contract 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

1/ It is Contractor'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.

AT.4 - Timber Payment Rates, applicable to DT.1 and ET.0

AT.4.1 - Escalated Rates, applicable for Species and Products to be Paid for at Rates Escalated under DT.2

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$	Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$		
Not Applicable								

AT.4.2- Flat Rates, applicable 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) \$	
Ponderosa Pine and Other	Sawtimber	CCF	5.00	26.76			.00
Ponderosa Pine 9"-11.9" DBH	Sawtimber	CCF	3.00	25.12			.00
Combined Softwood	Pulpwood	CCF	1.00	1.00			.00

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT.4 include payment of deposits for contract area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

AT.4.3 - Schedule of Payment Units

Payment Unit No.	App rox. Acres	To be Escalated under AT.4.1				Total Tentative Payment \$	To be Paid for at Flat Rates under AT.4.2				Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
		Species	Product	Qty	UOM		Species	Product	Qty	UOM		
1	179					Ponderosa Pine and Other	Sawtimber	862.00	CCF			
						Ponderosa Pine 9"-11.9" DBH Combined Softwood	Sawtimber Pulpwood	271.00 194.00	CCF CCF			
						Total PU Quantity And Value				1,327.00 CCF		
10	41					Ponderosa Pine and Other	Sawtimber	197.00	CCF			
						Ponderosa Pine 9"-11.9" DBH Combined Softwood	Sawtimber Pulpwood	62.00 44.00	CCF CCF			
						Total PU Quantity And Value				303.00 CCF		
2	350					Ponderosa Pine and Other	Sawtimber	1,685.00	CCF			
						Ponderosa Pine 9"-11.9" DBH Combined Softwood	Sawtimber Pulpwood	529.00 379.00	CCF CCF			
						Total PU Quantity And Value				2,593.00 CCF		
3	396					Ponderosa Pine and Other	Sawtimber	1,907.00	CCF			
						Ponderosa Pine 9"-11.9" DBH Combined Softwood	Sawtimber Pulpwood	599.00 428.00	CCF CCF			
						Total PU Quantity And Value				2,934.00 CCF		
4	331					Ponderosa Pine and Other	Sawtimber	1,594.00	CCF			
						Ponderosa Pine 9"-11.9" DBH Combined Softwood	Sawtimber Pulpwood	501.00 358.00	CCF CCF			
						Total PU Quantity And Value				2,453.00 CCF		
5	277					Ponderosa Pine and Other	Sawtimber	1,334.00	CCF			
						Ponderosa Pine 9"-11.9" DBH Combined Softwood	Sawtimber Pulpwood	419.00 300.00	CCF CCF			
						Total PU Quantity And Value				2,053.00 CCF		
6	260					Ponderosa Pine and Other	Sawtimber	1,252.00	CCF			
						Ponderosa Pine 9"-11.9" DBH Combined Softwood	Sawtimber Pulpwood	393.00 281.00	CCF CCF			
						Total PU Quantity And Value				1,926.00 CCF		
7	348					Ponderosa Pine and Other	Sawtimber	1,676.00	CCF			
						Ponderosa Pine 9"-11.9" DBH Combined Softwood	Sawtimber Pulpwood	526.00 376.00	CCF CCF			
						Total PU Quantity And Value				2,578.00 CCF		

Payment Unit No.	App rox. Acres	To be Escalated under AT.4.1		To be Paid for at Flat Rates under AT.4.2				Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
			Total Tentative Payment \$						
8	588			Ponderosa Pine and Other	Sawtimber	2,831.00	CCF		.00
				Ponderosa Pine 9"-11.9" DBH	Sawtimber	889.00	CCF		
				Combined Softwood	Pulpwood	636.00	CCF		
					Total PU Quantity And Value		4,356.00		
9	113			Ponderosa Pine and Other	Sawtimber	544.00	CCF		.00
				Ponderosa Pine 9"-11.9" DBH	Sawtimber	171.00	CCF		
				Combined Softwood	Pulpwood	122.00	CCF		
					Total PU Quantity And Value		837.00		

The following definitions are established for the terms used in AT.4:

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 DT.3.1, DT.3.2, or DT.3.3.

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 AT.7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Contractor's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in DT.3.1, DT.3.2, and DT.3.3.

Bid Rates are the rates bid by Contractor (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 AT.4.1 is the Tentative Rate that is subject to quarterly adjustment under DT.2; for species and products in AT.4.2, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Contractor 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 KT-FT.3.2#.

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 DT.2.

AT.5 - Indices Used in Quarterly Adjustment, applicable to DT.2

Species	Index Name and Date
Not Applicable	

AT.6 - High Stumps, applicable to GT.4.1.2

Species	Product	Maximum Stump Height (inches)
All	All	12

AT.7 - Specified Roads, applicable to FT.2

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking ^{1/}
Not Applicable							

^{1/} Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to FT.2.1.2

AT.8 - Forest Service Engineering Completion Schedule, applicable to FT.2.1

Road No.	Road Name	Type of Work	Completion Date
Not Applicable			

AT.9 - Fire Precautionary Period, applicable to HT.2

May 01 to November 15, inclusive

AT.10 - Contractor Responsibility to Furnish Crews and Equipment for:

Initial Fire Suppression, applicable to HT.3

Within 5 road miles

Fire Suppression Reinforcement, applicable to HT.3.1.2 and HT.3.1.3

Within 50 road miles

AT.11 - Contractor's Obligation per Operations Fire, applicable to HT.4.1

Maximum Amount: \$ \$6,000

AT.12 - Termination Date, applicable to IT.2

September 08, 2021

AT.13 - Normal Operating Season, applicable to GT.3.1, GT.6.6, IT.2.1, and JT.3

First Period: April 15 to November 15, inclusive

Second Period: _____ to _____, inclusive

AT.14 - Performance Bond, applicable to JT.1

Performance Bond Amount: _____

AT.15 - Downpayment, applicable to E.T.2.1.1

Downpayment Amount: Not Applicable

AT.16 - Periodic Payment Amount, applicable to ET.2.1.3

	<u>Periodic Payment Determination Date</u>	<u>Amount</u>
Initial Payment:	<u>N/A</u>	<u>N/A</u>
Additional Payment:	<u>N/A</u>	<u>N/A</u>

AT.17 - Market-Related Contract Term Addition Producer Price Index, applicable to IT.2.1.2

Index Name: Softwood Lumber **Index Number:** 0811

AT.18 - Inapplicable Provisions

The following listed provisions are hereby made inapplicable. (Instructions: List by reference number and title.)

ET.4	PAYMENTS NOT RECEIVED
IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION

AT.19 - List of Special Provisions in Part KT

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

KT-CT.3.5.2#	DESIGNATION BY SPECIES AND DIAMETER (09/2004)
KT-CT.3.5.6#	INDIVIDUAL TREES (LEAVE TREE MARKING) (05/2008)
KT-ET.4	PAYMENTS NOT RECEIVED (08/2012)
KT-FT.1.2#	USE OF ROADS BY CONTRACTOR (09/2004)
KT-FT.1.2.1#	ROAD USE AGREEMENTS (05/2008)
KT-FT.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
KT-FT.3.2#	ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)
KT-FT.4.1	SNOW REMOVAL (05/2008)
KT-GT.2.4#	SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)
KT-GT.3.1.3#	TIMING OF SALE OPERATIONS (07/2009)
KT-GT.4#	CONDUCT OF LOGGING (07/2009)
KT-GT.4.3	PROTECTION OF PUBLIC IN RECREATION AREAS (05/2008)
KT-GT.6	EROSION PREVENTION AND CONTROL (05/2008)
KT-GT.6.0.1#	EROSION CONTROL SEEDING (05/2008)
KT-GT.7#	SLASH TREATMENT (05/2008)
KT-GT.8	MEASURING (03/2013)
KT-GT.8.2	ACCOUNTABILITY (05/2008)
KT-GT.9#	STEWARDSHIP PROJECTS (09/2004)
KT-HT.2	SPECIFIC FIRE PRECAUTIONS (05/2008)
KT-HT.2.1	FIRE GUARDS (05/2008)
KT-HT.2.2	EMERGENCY FIRE PRECAUTIONS (01/2014)
KT-HT.2.3	COMMUNICATIONS (05/2008)
KT-IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
KT-IT.6.8#(Option 1)	USE OF TIMBER (09/2004)

KT-CT.3.5.2# - DESIGNATION BY SPECIES AND DIAMETER (09/2004)

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

See Tree Designation Table.

Additional trees to be cut, if any, are Marked with blue paint.

All dead trees and all deciduous trees shall be left as leave trees, unless Marked with N/A paint. Leave N/A trees of the designated cut species, N/A inches stump diameter or greater, to avoid leave tree spacing greater than N/A feet. Cutting unit boundaries and other trees that shall be left uncut are Marked with orange 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.

Contractor 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 KT-CT.3.5.2#

Payment Unit #	Description	Acres
1	LTM 5-17.9" DBH No tree removal is permitted for trees greater than 17.9" DBH	179
2	LTM 5-17.9" DBH No tree removal is permitted for trees greater than 17.9" DBH	350
All	No deciduous trees, white pine trees or dead trees shall be cut or removed unless otherwise approved by the Sale Administrator	2883

KT-CT.3.5.6# - INDIVIDUAL TREES (LEAVE TREE MARKING) (05/2008)

In payment unit(s) all shown on the Sale Area Map all live trees meeting minimum tree diameter specifications of AT.2 are designated for cutting except trees reserved from cutting. Trees reserved from cutting have been Marked with orange paint. The boundaries of areas where leave trees are Marked are identified by 3 vertical, orange lines: one mark at DBH facing into the unit, one mark on each side of the tree at DBH in line with cutting unit. Common boundaries shall have 4 vertical marks at DBH; one on each side facing into the cutting units and one on each side in line with boundary. Trees used for boundary designation are not to be cut.

KT-ET.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 Contractor'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 ET.2.1.8;
- (iii) Damages pursuant to JT.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to ET.2.2;
- (vi) Periodic payments pursuant to ET.2.1.3;
- (vii) Extension Deposits pursuant to ET.2.1.7; 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 JT.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 Contractor'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 Contractor's Operations, and administrative offset, shall be stayed for so long as:

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

KT-FT.1.1.2# - USE OF ROADS BY CONTRACTOR (09/2004)

Contractor's use of existing roads identified on Contract 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. Contractor's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

KT-FT.1.2# USE OF ROADS BY PURCHASER

<u>CODE</u>	<u>Use Limitations</u>
R	Hauling restricted

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

Restricted Road List

Road Number	Road Name	Termini		CODE	Description of Restrictions
		From	To		
FR237				R	No hauling from 1200 Thursday to 1200 Monday during Memorial Day and Labor Day weekends, and if July 4 th falls on a Friday thru Monday
All Roads Numbered and temp.				R	See attached form for road disturbance guidelines*

***This form can also be used for timber harvesting rutting guidelines**

Soil Disturbance Severity Class Guidelines for Mechanical Harvesting Operations				
Severity Class				
Soil Disturbance Indicator	0	1	2	3
Wheel tracks or depressions outside of skid trails, roads and landings	Natural conditions.	Faint or slight (<2 in deep).	Tracks >2 in.	Obvious tracks > 4 in.
Penetration and resistance (requires appropriate tool)	Natural conditions.	Slight resistance ($\leq 15\%$) within the surface A horizon.	Increased resistance ($> 15\%$) throughout the top 12 in. compared to natural conditions.	Packed (major skid trail or landing).
Soil Physical Condition	Natural conditions.	Change in soil structure from crumb or granular to platy or subangular blocky within the surface A horizon.	Change in soil structure to greater depth up to 12 in. (below A horizon)	Change in soil structure > 12 in.
Rutting Guidelines for skid trails (2 or more drags is a skid trail)	Natural conditions.	< 6 inches depth unit wide or allow 6 inches for not more than 15% of skid trail. Depth of rut is from bottom to top of berm. Allow no more than 10 inch rutting closer to landings of not more than 50-75 feet exclusive of 15% skid trail.	> 6 inches depth unit wide present on more than 15% of skid trail or > 10 inch ruts more than 50-75 feet closer to landings	Same as Class 2.
Skid Trail Rutting at Stream Crossings	Natural conditions.	Ruts are not connected to streamcourses	Any ruts connected to streamcourse	Same as Class 2.
Rutting Guidelines for landings	Natural conditions.	Allow up to 10 inch rutting within landings.	More than 10 inch rutting present within landings.	Same as Class 2.
Rutting Guidelines for roads (local terminal and local service and all unsurfaced roads)	Natural conditions.	Allow up to 6 inches rutting up to 75 feet not to exceed 10% of total road length. Equipment will not be turned on roads.	> 6 inches rutting present over 75 feet or > 10% of total road length	Same as Class 2.
Rutting Guidelines for collector and arterial roads (generally surfaced)	Natural conditions.	Allow up to 3 inches rutting if road is surfaced. If unsurfaced, use local service guide.	> 3 inches rutting present	Same as Class 2.

Any occurrences of severity classes 2 and 3 are generally considered detrimental (high magnitude with excessive rutting) that cause excessive soil compaction, displacement or loss of soil productivity.

Where soil disturbance (rutting and compaction) is determined to be extensive over the activity area (cutting unit) and of high magnitude (classes 2 or 3), mechanical harvesting operations should be delayed until the soil is frozen or dry enough to result in disturbance class 1.

KT-FT.1.2.1# - ROAD USE AGREEMENTS (05/2008)

Contractor is authorized to use the Highway 260 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.

KT-FT.3.1# - ROAD MAINTENANCE REQUIREMENTS (09/2004)

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

See Contract Road Maintenance Requirements Summary Table.

**Sandstone Timber Sale
Road Maintenance Requirements Summary**

50-1

Road	Termini		Miles	Road ML	Applicable Pre-haul Road Maintenance Specifications*					Remarks	
	From	To			T-803	T-804	T-806	T-810	T-811		
236	NFSR 237	NFSR 9503N	4.99	2	P				P		- Pre-Blade - Heavy Brushing • Recommend that entire road is brushed at the beginning of project to obtain good line-of-sight for safety. This should be completed prior to the start of any hauling operations.
237	SR 260	NFSR 236	0.36	3	P						Pre-Blade
237	NFSR 236	1.38	1.02	3	P						Pre-Blade
9503G	NFSR 236	0.28	0.28	1		P					ML1 to be opened
9503N	NFSR 236	1.06	1.06	1		P					ML1 to be opened
9503P	NFSR 236	1.53	1.53	1		P					ML1 to be opened
9505X	NFSR 236	0.69	0.69	1		P					ML1 to be opened
9505Z	NFSR 236	0.62	0.62	1		P					ML1 to be opened
9506A	NFSR 236	0.84	0.84	1		P					ML1 to be opened
9506B	NFSR 236	NFSR 9506C	1.37	1		P					ML1 to be opened
9506C	NFSR 9506B	0.34	0.34	1		P					ML1 to be opened
9506G	NFSR 236	1.43	1.43	1		P					ML1 to be opened
9506I	NFSR 236	0.63	0.63	1		P					ML1 to be opened
9506N	NFSR 236	0.69	0.69	1		P					ML1 to be opened
9506Q	NFSR 236	0.32	0.32	1		P					ML1 to be opened
9509D	NFSR 237	0.40	0.40	1		P					ML1 to be opened
9509G	NFSR 236	1.08	1.08	1		P					ML1 to be opened
9509H	NFSR 236	1.29	1.29	1		P					ML1 to be opened
9509J	NFSR 236	0.61	0.61	1		P					ML1 to be opened
9509K	NFSR 236	0.89	0.89	1		P					ML1 to be opened
9509L	NFSR 236	0.88	0.88	1		P					ML1 to be opened
9519	NFSR 236	NFSR 236	1.45	1		P					ML1 to be opened
9519A	NFSR 236	0.53	0.53	1		P					ML1 to be opened

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 During-haul Maintenance Specifications*					Remarks	
	From	To			T-803	T-804	T-806	T-810	T-811		
236	NFSR 237	NFSR 9503N	4.99	2	P						12 Bladings Minimum
237	SR 260	NFSR 236	0.36	3	P						12 Bladings Minimum (south of NFSR 236 only)
237	NFSR 236	1.38	1.02	3							No Blade Required
9503G	NFSR 236	0.28	0.28	1							
9503N	NFSR 236	1.06	1.06	1							
9503P	NFSR 236	1.53	1.53	1							
9505X	NFSR 236	0.69	0.69	1							
9505Z	NFSR 236	0.62	0.62	1							
9506A	NFSR 236	0.84	0.84	1							
9506B	NFSR 236	NFSR 9506C	1.37	1							
9506C	NFSR 9506B	0.34	0.34	1							
9506G	NFSR 236	1.43	1.43	1							
9506I	NFSR 236	0.63	0.63	1							
9506N	NFSR 236	0.69	0.69	1							
9506Q	NFSR 236	0.32	0.32	1							
9509D	NFSR 237	0.40	0.40	1							
9509G	NFSR 236	1.08	1.08	1							
9509H	NFSR 236	1.29	1.29	1							
9509J	NFSR 236	0.61	0.61	1							
9509K	NFSR 236	0.89	0.89	1							
9509L	NFSR 236	0.88	0.88	1							
9519	NFSR 236	NFSR 236	1.45	1							
9519A	NFSR 236	0.53	0.53	1							

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

**Sandstone Timber Sale
Road Maintenance Requirements Summary**

50-2

Road	Termini		Miles	Road ML	Applicable Post-haul Maintenance Specifications*					Remarks
	From	To			T-803	T-804	T-806	T-810	T-811	
236	NFSR 237	NFSR 9503N	4.99	2	P					Final Blade
237	SR 260	NFSR 236	0.36	3	P					Final Blade
237	NFSR 236	1.38	1.02	3	P					Final Blade
9503G	NFSR 236	0.28	0.28	1					P	ML1 to be closed
9503N	NFSR 236	1.06	1.06	1					P	ML1 to be closed
9503P	NFSR 236	1.53	1.53	1					P	ML1 to be closed
9505X	NFSR 236	0.69	0.69	1					P	ML1 to be closed
9505Z	NFSR 236	0.62	0.62	1					P	ML1 to be closed
9506A	NFSR 236	0.84	0.84	1					P	ML1 to be closed
9506B	NFSR 236	NFSR 9506C	1.37	1					P	ML1 to be closed
9506C	NFSR 9506B	0.34	0.34	1					P	ML1 to be closed
9506G	NFSR 236	1.43	1.43	1					P	ML1 to be closed
9506I	NFSR 236	0.63	0.63	1					P	ML1 to be closed
9506N	NFSR 236	0.69	0.69	1					P	ML1 to be closed
9506Q	NFSR 236	0.32	0.32	1					P	ML1 to be closed
9509D	NFSR 237	0.40	0.40	1					P	ML1 to be closed
9509G	NFSR 236	1.08	1.08	1					P	ML1 to be closed
9509H	NFSR 236	1.29	1.29	1					P	ML1 to be closed
9509J	NFSR 236	0.61	0.61	1					P	ML1 to be closed
9509K	NFSR 236	0.89	0.89	1					P	ML1 to be closed
9509L	NFSR 236	0.88	0.88	1					P	ML1 to be closed
9519	NFSR 236	NFSR 236	1.45	1					P	ML1 to be closed
9519A	NFSR 236	0.53	0.53	1					P	ML1 to be closed

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 Work Descriptions
For
Sandstone Timber Sale**

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.	NFSR 236 – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 4.99	Surface Blading Fourteen (14) bladings minimum. Once (1) Pre-haul, twelve (12) during haul, and once (1) Post-haul.	T-803
0.00 to 4.99	Roadway Vegetation Heavy removal of Vegetation - 10 foot on both sides of the road.	T-810

Road No.	NFSR 237 – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.36	Surface Blading Fourteen (14) bladings minimum. Once (1) Pre-haul, twelve (12) during haul, and once (1) Post-haul.	T-803
0.36 to 1.38	Two (2) bladings minimum. Once (1) Pre-haul and once (1) Post-haul.	

Road No.	NFSR 9503G – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.28	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.28	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.	NFSR 9503N – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 1.06	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 1.06	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.	NFSR 9503P – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 1.53	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 1.53	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.	NFSR 9503X – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.69	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.69	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.	NFSR 9505Z – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.62	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.62	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.	NFSR 9505Z – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.95	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.95	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.	NFSR 9506A – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.84	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.84	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.	NFSR 9506B – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 1.37	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 1.37	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.	NFSR 9506C – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.34	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.34	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.	NFSR 9506G – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 1.43	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 1.43	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.	NFSR 9506I – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.63	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.63	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.	NFSR 9506N – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.69	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.69	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.	NFSR 9506Q – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.32	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.32	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.	NFSR 9509D – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.40	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.40	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.	NFSR 9509G – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 1.08	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 1.08	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.	NFSR 9509H – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 1.29	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 1.29	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.	NFSR 9509J – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.61	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.61	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.	NFSR 9509K – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.89	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.89	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.	NFSR 9509L – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.88	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.88	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.	NFSR 9519 – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 1.45	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 1.45	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.	NFSR 9519A – Single Lane	
M.P.	Work Description	Maint. Spec. No.
0.00 to 0.53	Opening and Maintaining Roads: Removal of closure devices, cleaning ditches, removing berms and blading the traveled-way.	T-804
0.00 to 0.53	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

KT-FT.3.2# - ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Contractor's performance of road maintenance, Contractor shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Contractor's commensurate use of each road listed in the Road Maintenance Plan in KT-FT.3.1#.

Contractor and Forest Service may agree in writing on adjustment of such rates. If Contractor uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Contractor's use of such roads.

The Required Deposits for Forest Service work in lieu of Contractor performance are \$.39 per CCF for recurrent maintenance, and N/A per CCF for deferred maintenance.

The following table lists who Contractor will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's Office.

Deposit Made To	Rate	Unit of Measure
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N/A		
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KT-FT.4.1 - SNOW REMOVAL (05/2008)

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 Contractor 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.

KT-GT.2.4# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (09/2004)

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 with 3 vertical lines; one mark at DBA facing into the unit and one mark on each side of the tree at DBH in line with the protected area

Wildlife and Botanical Protection Measures: MSO timing restrictions apply to units identified in KT-GT.3.1.3#

Cave Resource Protection Measures: N/A

KT-GT.3.1.3# - TIMING OF SALE OPERATIONS (07/2009)

Unless otherwise agreed to in writing Contractor's Operations shall be performed in accordance with the following table.

CT6.313# - TIMING OF SALE OPERATIONS

KT-GT.3.1.3#

Summary of Timing of Logging Restrictions

Payment units #	
	Wildlife March 1 st - August 31 st
2, 5, 9, 10	T

T- Timing Restriction for Wildlife. No logging operations will occur in portions of PUs 2, 5, 9, 10 March 1st to August 31st.

KT-GT.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.

KT-GT.4# - CONDUCT OF LOGGING

KT-GT.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.

KT-GT.4# - CONDUCT OF LOGGING	
TABLE-A	
Cutting Units	Conduct of Logging
ALL	1. Whole trees shall be (skidded) to landings.
ALL	2. 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	3. Trees shall be felled, insofar as safety permits, to angle in the direction of skidding.
ALL	4. 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	5. Tractor skid roads will be located, approved, (and constructed) in advance of falling.
ALL	6. Skidding machines shall not be operated off designated skid trails, road, or landing without written approval.
ALL	7. Logs shall be skidded with the leading end free of the ground.
ALL	8. The maximum overall width of tractors (rubber-tired and/or track-laying) shall be less than 12 feet.
ALL	9. Tractor skid roads shall be no less than 150 feet apart, except where converging.
ALL	10. 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	11. Log landings and transfer points shall be limited to existing roads and turnouts unless otherwise agreed to in writing.
ALL	12. No more than three payments units shall be released for cutting at one time. Before a fourth payment unit is released for entry, all contractual work must be completed and accepted in one of the three payment units previously released.
ALL	13. Notwithstanding above, hand felling using chainsaws may be required in or adjacent to sensitive areas to protect resources from unnecessary damage.

KT-GT.4.3 - PROTECTION OF PUBLIC IN RECREATION AREAS (05/2008)

For protection of National Forest interests and safety of general public, Contractor's Operations shall be subject to the following restrictions:

- a. When Contractor's Operations are in progress within safety zones, shown on Contract Area Map, and designated on the ground, Contractor may be required to post warning signs in the area or maintain a watchman whose sole duty shall be to warn and advise public of any hazards present in area as a result of this contract.
- b. During periods of general recreation activity within Sale Area or vicinity, Forest Service may restrict hauling to days other than Saturdays, Sundays, and National holidays.

KT-GT.6 - EROSION PREVENTION AND CONTROL (05/2008)

Unless waived in writing, erosion prevention and control work, required by GT.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 Contractor's Operations due to causes beyond Purchaser's control. Damage resulting from Contractor's operations, due to failure to perform required work, shall be repaired by Contractor.

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.

KT-GT.6.0.1# - EROSION CONTROL SEEDING (05/2008)

Following completion of skidding and yarding operations in an area, Contractor shall seed areas of exposed soil on skid trails, landings, firebreaks, and Temporary Roads where other erosion control measures described in GT.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 KT-GT.6.0.1#

Seed Mix for elevations greater than 7,000 feet

Species	% seed mix	PLS/ac	Seeds/lb	Lbs PLS/ac
Mountain brome (<i>Bromus marginatus</i>)	20	139,392	90,000	1.55
Arizona fescue (<i>Festuca arizonica</i>)	15	163,350	550,000	0.30
Sheep fescue (<i>Festuca ovina</i>)	15	163,350	680,000	0.24
Junegrass (<i>Koeleria cristata</i>)	20	217,800	2,315,400	0.09
Barley (<i>Hordeum vulgare</i>)	30	217,800	12,500	7.82
Totals	100	X	X	10.0

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

KT-GT.7# - SLASH TREATMENT (05/2008)

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 Contractor 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 Contractors 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 (KT-GT.7.1), both hardwood trees and coniferous trees smaller than the minimum d.b.h. in AT.2, over 3 feet in height and damaged beyond recovery by Contractors Operations shall be cut and treated as Logging Slash. Measures to be taken by Contractor for treatment of Logging Slash are set forth below and in following Subsections unless otherwise agreed in writing.

Forest Service and Contractor shall jointly develop a schedule for completion of slash treatment on the various portions of Sale Area prior to Contractor's Operations. Slash treatment plan may be made a part of the annual operating plan required in GT.3.1.

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 AT.2 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 Contractors 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 AT.2 will be utilized by the Contractor according to

CT.2. Maximum stump height shall be that specified in AT.6 or on the Contract 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 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 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.

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

Piles shall not be made below high water mark of perennial or intermittent stream courses designated to be protected in accordance with GT.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 10 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 7 and no more than 10. 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 stream courses.

Piles shall not be constructed 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 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 end-lined 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 Contractor 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 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.

Method: SCATTERING Map Symbol: "Scat"

Definition and Specifications:

Contractor shall remove all slash greater than N/A feet long, a minimum of 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 down slope 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 N/A 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 Contractor and Forest Service, crushing or chopping with mechanized equipment is permissible, where residual trees will not be excessively damaged and ground conditions are suitable.

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 Contract Area Map. All Logging and Construction Slash within Required Disposal Strips shall be treated by Contractor. "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 Contractor'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 N/A 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 Contractor. 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 Contract 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 Contract 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 (KT-GT.7#)
SLASH TREATMENT

See Table A

=====

LANDING, DISPOSAL SITES AND OTHER SLASH (KT-GT.7#)

See Table B

=====

CONTRACTOR UNIT SLASH RESPONSIBILITY (KT-GT.7#)

See Table C

Table A: Treatment Along Permanent Roads and Utility Corridors KT-GT.7#

No activity-generated slash shall be left within the utility corridor right-of-ways (power sources).

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	5" DBH + Requirements
ALL	Removal of slash generated from treatment of 5.0+ DBH material is required. 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.

Table C: Contractor Unit Slash Responsibility

Unit	3'tall- 4.9" DBH + Requirements
ALL	All trees 3'tall - 4.9" DBH damaged during harvest operations will be felled and lopped to a maximum of 3 feet.

KT-GT.8 - MEASURING (03/2013)

Volume estimators used for quantity estimates in AT.2 are listed below. Volume for trees added pursuant to CT.1 and CT.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.

KT-GT.8.2 - ACCOUNTABILITY (05/2008)

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. Contractor 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 Contractor 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.

KT-GT.9# - STEWARDSHIP PROJECTS (09/2004)

Performance of stewardship projects shall be in accordance with the following specifications.

Stewardship Projects

Contract Name: Sandstone Stewardship

KT-GT.9# - STEWARDSHIP PROJECTS (09/2004)

Performance of stewardship projects shall be in accordance with the following specifications:

DESCRIPTION AND SPECIFICATIONS OF STEWARDSHIP PROJECT ITEMS

Mandatory Stewardship Credit Project Item 1.0-Removal of all created slash

Task Item:

Removal of created slash from treatment area. Removal of created slash from the sale area must occur within 30 calendar days from the time it was created, unless additional time is agreed upon in writing by the Forest Service and the Purchaser.

Specification: All slash created from the harvesting of 5.0"+ DBH trees will be removed following the specifications outlined in KT-GT.7#. Some slash may be scattered for erosion control if needed.

Optional Stewardship Credit Project Item 1.1 – Cutting and total removal of PCT (3ft tall-4.9" DBH 15' to 25' spacing)

Task Item: Removal of all material generated by Pre-commercial Thinning.

Specification: Remove all ponderosa pine with mistletoe <5 inches DBH. Space the best trees 20 feet apart from all trees. Leave the best formed trees with the most, green branches in the following order of priority: white pine, ponderosa pine, Douglas-fir, white fir. Spacing can vary 25%. Spacing should be based on all remaining trees larger than 5 inches.

Contract Name: Sandstone Stewardship

PERFORMANCE SUMMARY

The following describes the major items for work described in mandatory and optional stewardship activities.

Stewardship Projects	Performance Standard	Method of Assessment	Incentive/Deduction
Removal of created slash (Mandatory Stewardship Credit Project Item 1.0)	Meets Requirements in KT-GT.7# Slash Treatment	Inspector will conduct periodic visual inspections	Rework is required if contractor fails to meet standards.
Pre-Commercial Thin 3.0' tall-4.9" (Optional Stewardship Credit Project Item 1.1)	Quality Meets or exceeds performance standard of 90% KT-GT.9#	Inspector will conduct periodic visual inspections	<ul style="list-style-type: none"> • The Contractor's quality will be reflected in the performance assessment either as positive or negative incentive. • If Contractor achieves 90% or greater in quality, the work will be considered acceptable. • If Contractor does not achieve at least 90% quality for work, rework will be required. If the contractor fails to do the rework, the Forest Service will conduct the work and retain that portion of the performance bond needed to complete the work.

Contract Name: Sandstone Stewardship

INSPECTION AND ACCEPTANCE
Government Quality Assurance Inspection
For All Stewardship Project Items

The Government will, at its convenience, make periodic inspections of the work to assure itself of contract compliance and to perform Quality Assurance Inspections to determine confirm with the Contractor is performing quality control in accordance with its Quality Control Plan (QCP) and that Contractor monitoring results in quality performance of contract objectives. The Government reserves the right to inspect all equipment, material and supplies prior to starting work for suitability; the decision of the Contracting Officer as to acceptability shall be final. The Contractor is required to provide a proficient and productive crew to obtain satisfactory performance.

The Government will do visual inspection to ensure the Contractor is in compliance with the specifications and proceeding satisfactory.

UNSATISFACTORY PERFORMANCE
For All Stewardship Projects Items

If the percentage of satisfactory work falls below 90 percent, the Government will immediately notify the Contractor in writing and order improvement of the quality of future work. If the quality of future work is not raised above the 90 percent within two consecutive workdays after receipt of notice in writing of unsatisfactory work, the Contractor's right to proceed may be suspended and the contract considered in breach. Repeated failure to perform work at or above 90 percent acceptable performance shall also be considered breach of contract. If final inspection shows a percentage of less than 90 percent, then the contractor has the option of rework the portion the unit where below the work is unsatisfactory. If the satisfactory work is below minimum of 80 percent rework will be required.

REWORK AND REINSPECTION AFTER REWORK
For All Stewardship Project Items

When inspection indicates that the performance objectives were not met, the work will be deemed unsatisfactory rework will be required. Re-inspection after rework will be made in the same manner as the first inspection but on different plot lines. Re-inspection will be performed only when the Forest Service is notified by the contractor that the poor performance items have been corrected.

KT-HT.2 - SPECIFIC FIRE PRECAUTIONS (05/2008)

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

SMOKING AND LUNCH FIRE RESTRICTIONS

Contractor shall prohibit smoking and building of camp and lunch fires by persons engaged in Contractor'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

Contractor 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 Contractor'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 KT-HT.2.1 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 contract 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.

Contractor shall require that all persons engaged in Contractor's operations submit all internal-combustion motors and equipment for inspection and approval prior to use in Contractor's operations on National Forest lands. Vehicles and equipment not approved for use shall be repaired to meet existing standards, re-inspected, 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 hand pump 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. (KT-HT.2.2)

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 Contractor 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 hand pump 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, Contractor 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.

KT-HT.2.1 - FIRE GUARDS (05/2008)

Contractor shall designate at least one representative to train and supervise each woodworking 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, Contractor 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 (KT-HT.2.2).

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 contract 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.

KT-HT.2.2 - EMERGENCY FIRE PRECAUTIONS (01/2014)

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 HT.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

Contract Name: Sandstone Stewardship

KT-HT.2.2 - EMERGENCY FIRE PRECAUTIONS (03/13)

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 HT.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.

EMERGENCY FIRE PRECAUTION SCHEDULE	
FIRE RESTRICTION/CLOSURE "STAGE"	
RESTRICTION LEVELS	INDUSTRIAL FIRE PRECAUTION PLAN
NO RESTRICTIONS	A
STAGE I	B
STAGE II	C
PARTIAL/FOREST CLOSURE*	D
RED FLAG WARNING (Issued by National Weather Service)	D

INDUSTRIAL FIRE PRECAUTION PLAN – DESCRIPTION

Plan	Item	MST (Mtn. Standard Time)	MDT (Mtn. Daylight Time)
A	Normal Fire Precautions (KT-HT.2) No fire guard required.		
B	Normal Fire Precautions (KT-HT.2) except designated areas for smoking and warming or cooking fires requires a written permit. Purchaser will provide fire guard (KT-HT.2.1).		
C	No smoking, warming or cooking fires are permitted at any time. Purchaser will provide fire guard (KT-HT.2.1).		
	All power saws except for chainsaws used for limbing on landings cleared to mineral soil will shut down:	9:00 am to 8:00 pm	10:00 am to 9:00 pm
	Mechanical fellers except for mechanical fellers equipped with hydraulic shears will shut down:		
	Shutdown all machine treatment of slash; mechanical equipment used for shearing, bunching or delimiting; skidding; cable yarding; blasting and clearing:	12:00 noon to 8:00 pm	1:00 pm to 9:00 pm
	Welding, metal cutting on cleared mineral soil will shut down:	12:00 noon to 8:00 pm	1:00 pm to 9:00 pm
	All chainsaws used for limbing on landings cleared to mineral soil will shut down:	2:00 pm to 8:00 pm	3:00 pm to 9:00 pm
	Loading on landings cleared to mineral soil will shut down:	2:00 pm to 8:00 pm	3:00 pm to 9:00 pm
	Log hauling trucks must be to a surfaced road by:	2:00 pm	3:00 pm
	Logging operation may continue after:	8:00 pm	9:00 pm
	Operations on mineral soil involving road excavation, watering, grading, surfacing, rock crushing, and/or other equipment maintenance may continue.		
D	Shutdown all operations; except operations on mineral soil involving road excavation, watering, grading, gravel surfacing, and rock crushing may continue with special Forest Service permit. Purchaser will provide fire guard (KT-HT.2.1).		

***Partial/Forest Closure:**

Contract Name: Sandstone Stewardship

Timber sale areas which are outside the boundaries of the partial forest closure may continue to operate under Industrial Fire Precaution Plan "C" operating criteria as agreed upon between the CO and Purchaser in writing.

Timber sale areas within the boundaries of the proclaimed partial forest closure area are to operate under Industrial Fire Precaution Plan "D".

KT-HT.2.3 - COMMUNICATIONS (05/2008)

Contractor shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Contractor'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 Contractor's headquarters (or above stated alternative) and Forest Service via commercial or Forest Service telephone. The communications system shall be operable during Contractor's Operations in Fire Precautionary Period described in AT.9 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 Contractor.

KT-IT.2.1.1.2 - 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 AT.17. Contractor 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 Contractor'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 Contractor'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 contract 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 Contractor'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.

KT-IT.6.8#(Option 1) - USE OF TIMBER (09/2004)

(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 Contractor 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, Contractor 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 Contractor or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Contractor 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 Contractor and another party, Contractor shall furnish to Forest Service a copy of each such agreement. Contractor 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 Contractor relating to the termination.