### NATIONAL FOREST TIMBER FOR SALE

### CHEQUAMEGON/NICOLET NATIONAL FOREST

The Marengo Stewardship Contract is located within Compartments 307,308, Bayfield County, WI, Sections 5-8, T44N, R05W. The Forest Service will be accepting sealed bids at the Great Divide Ranger District, Glidden Office N22223 Hwy 13 Glidden, WI 54527 at 11:00 AM local time on 04/03/2018 for an estimated volume of 1429 CCF of Mixed Hardwood sawtimber, 899 CCF of Red Pine sawtimber, 1933 CCF of Aspen pulpwood, 166 CCF of Mixed Conifer pulpwood, 5100 CCF Mixed Hardwood pulpwood and 504 CCF of Red Pine pulpwood marked or otherwise designated for cutting. There are an estimated 1.05 miles of Specified Road Reconstruction and 1.54 miles of Specified Road Construction. In addition, there is an estimated quantity of 653 acres of Gap Cleaning, identified as Mandatory Stewardship Service Items that must be performed under the contract. Bid for sawtimber, pulpwood, and service items will be at fixed rates and must be accompanied with a technical proposal. The Forest Service reserves the right to reject any and all bids. Interested parties may obtain a prospectus, bid form, and complete information concerning the contract, the conditions of sale, and submission of bids from the Glidden Office 715-264-2511. A full prospectus can also be found on the Chequamegon-Nicolet National Forest website at http://go.usa.gov/3cEP9. Interested parties that would like information regarding this Contract should contact Adrian Frank at 715-264-2511. The USDA is an equal opportunity provider and employer.



Forest Service Chequamegon-Nicolet National Forest Great Divide Ranger District
Glidden Office Have

PO Box 126, Hwy 13 N Glidden, WI 54527 715-264-2511 Voice & TTY

715-264-3307 FAX

Hayward Office PO Box 896, 10650 Nyman Ave Hayward, WI 54843 715-634-4821 Voice & TTY 715-634-3769 FAX

File Code: 2430

Date: February 28, 2018

### Dear Prospective Bidder

On April 3, 2018, at 11:00 AM, sealed bids will be opened in the Great Divide Ranger District, Glidden Office N22223 Hwy 13 Glidden, WI 54527 for the Marengo Stewardship Contract. This project is located approximately 2-3 miles North of Atkins Lake, on the Great Divide Ranger District of the Chequamegon-Nicolet National Forest. Integrated Resource Timber Contract 2400-13T will be used because the contractor is required to both harvest timber and do service work. The termination date for this sale is March 15, 2023.

There are 1.05 miles of specified road reconstruction and 1.54 miles of specified road construction. A specified road cost of \$35,745.00 has been allowed in the appraisal for this work.

The estimated timber quantities in this contract have been determined prior to felling. The total estimated quantity of timber for harvest is 10,031 CCF. The Stewardship service work is to perform Gap Cleaning (cutting some submerchatable stems >1" DBH). Both the payment for the Timber and the charge for the stewardship work are biddable items. The Forest Service encourages potential bidders to make their own inspection and estimate prior to bid submissions. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the following quantity estimates:

### Estimated Quantities and Rates per Unit of Measure for Timber to be Harvested Required Deposits

						Kequii cu D	cposits
Species	Product	Unit of Measure	Estimated Ouantities	Advertised Rates	Base Rates	Slash Disposal	Road Mtnc.
Mixed	Sawtimber	CCF	1,429.00	\$52.47	\$4.46	-0-	\$0.22
Hardwood			·				
Red Pine	Sawtimber	CCF	899.00	\$40.98	\$3.69	-0-	\$0.22
Aspen	Pulpwood	CCF	1,933.00	\$33.98	\$3.22	-0-	\$0.22
Mixed	Pulpwood	CCF	166.00	\$19.26	\$2.23	-0-	\$0.22
Conifer							
Mixed	Pulpwood	CCF	5,100.00	\$30.22	\$2.96	-0-	\$0.22
Hardwood							
Red Pine	Pulpwood	CCF	504.00	\$29.19	\$2.89	-0-	\$0.22
	Total	CCF	10,031.00				

The U.S. Department of Agriculture (USDA) prohibits discrimination in its programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call 202-720-5964 (voice or TDD). USDA is an equal employer.





Project		Units of	
Number	Project Description	Measure	Quantity
P1-02	PAYMENT UNIT 02	Acre	38
P1-04	PAYMENT UNIT 04	Acre	67
P1-05	PAYMENT UNIT 05	Acre	48
P1-06	PAYMENT UNIT 06	Acre	10
P1-09	PAYMENT UNIT 09	Acre	7
P1-12	PAYMENT UNIT 12	Acre	39
P1-13	PAYMENT UNIT 13	Acre	41
P1-14	PAYMENT UNIT 14	Acre	43
P1-15	PAYMENT UNIT 15	Acre	67
P1-16	PAYMENT UNIT 16	Acre	47
P1-17	PAYMENT UNIT 17	Acre	49
P1-18	PAYMENT UNIT 18	Acre	34
P1-19	PAYMENT UNIT 19	Acre	33
P1-20	PAYMENT UNIT 20	Acre	51
P1-21	PAYMENT UNIT 21	Acre	51
P1-22	PAYMENT UNIT 22	Acre	28
	CANOPY GAP SITE PREPARATION WORK DESCRIPTION		
	Objective is to cut submerchantable stems (greater than 1 inch but less than 5 inches at diameter breast height) within canopy gaps created during the harvest. Canopy gaps are defined as a space in the forest canopy created by the removal of one or more trees from the main stand of trees. They are measured from the edge of the tree crown along the edge of the opening to the edge of the tree crown across the opening. Gaps are generally created at a rate of 3 to 6 gaps per acre and range from 25-40' in diameter, including one gap per every 2 acres that is 60' in diameter. The gaps provide diversity and allow for regeneration of desirable tree species.		

The submerchantable stems within canopy gaps are marked with blue paint; generally a blue "X" or slash. All trees marked will be completely severed from the stump, at no more than 12 inches above the ground, and the cut face of the stump shall be no more than 15 degrees. Once felled, stems shall lie flat on the ground and shall not lie within riparian areas, stream courses, roads, or recreational trails. All snags shall be left standing for wildlife use, unless they are a safety hazard.

Work can be accomplished either during or after harvest of Included Timber with the mechanized equipment used for harvesting Included Timber. Chainsaws or brush saws are also acceptable for use in performing this work. Other mechanized equipment shall be used only by agreement with the Forest Service.

Payment will be made on a per acre basis upon completion of the individual project.

There is no bid guarantee or down payment required on this sale. A Performance Bond will be required.

If you wish further information on this project, the prospectus, or a bid form, please write or call Adrian Frank at 715-264-2511.

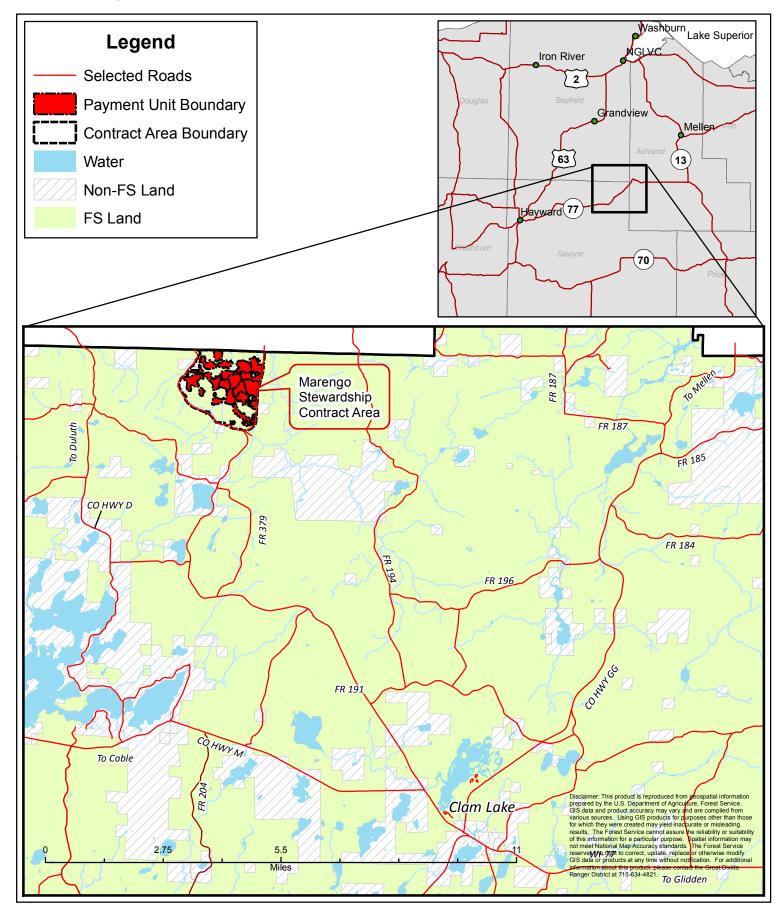
Sincerely,

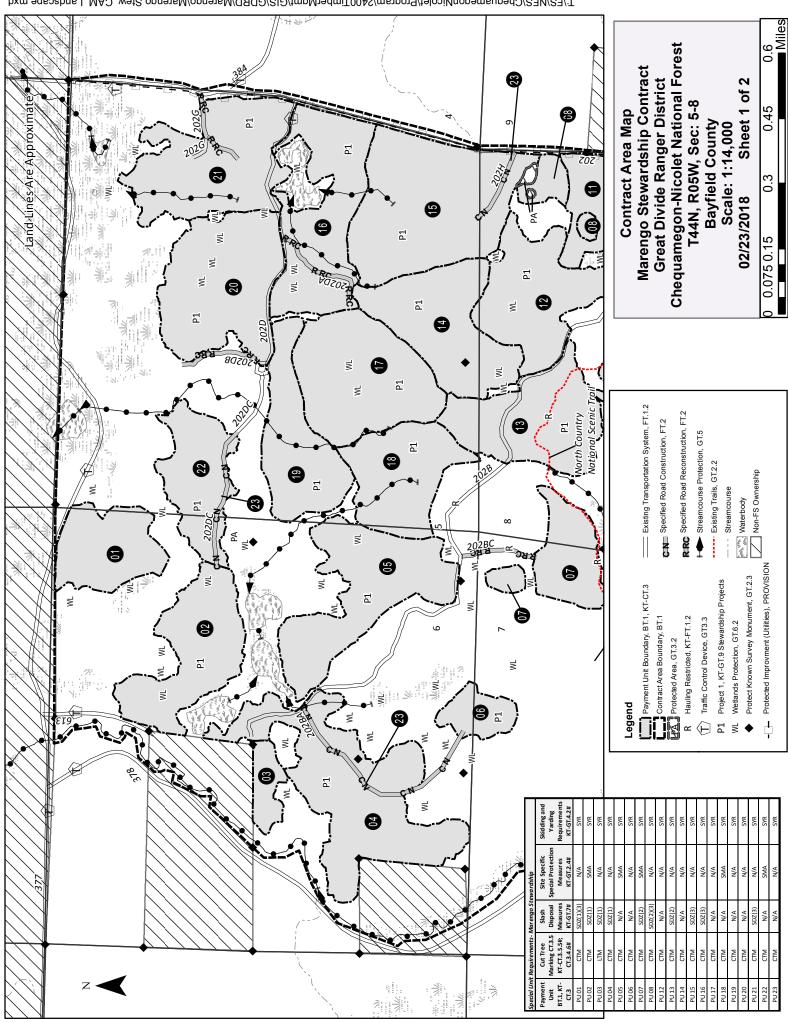
MICHAEL A. MARTIN District Ranger

### Marengo Stewardship Contract Vicinity Map

Great Divide Ranger District Chequamegon-Nicolet National Forest

T44N, R05W, Sec: 5-8; Bayfield County





Marengo Stewardship Contract **Great Divide Ranger District** Sheet 2 of 2 Chequamegon-Nicolet T44N, R05W, Sec: 5-8 Contract Area Map Bayfield County Scale: 1:13,000 **National Forest** 02/23/2018



R Hauling Restricted, KT-FT.1.2

Project 1, KT-GT.9 Stewardship Projects Wetlands Protection, GT.6.2

Traffic Control Device, GT3.3

Protect Known Survey Monument, GT.2.3

Protected Improvment (Utilities), PROVISION Existing Transportation System, FT.1.2

CN Specified Road Construction, FT.2

RRC Specified Road Reconstruction, FT.2 Hermore Streamcourse Protection, GT.5

---- Existing Trails, GT.2.2

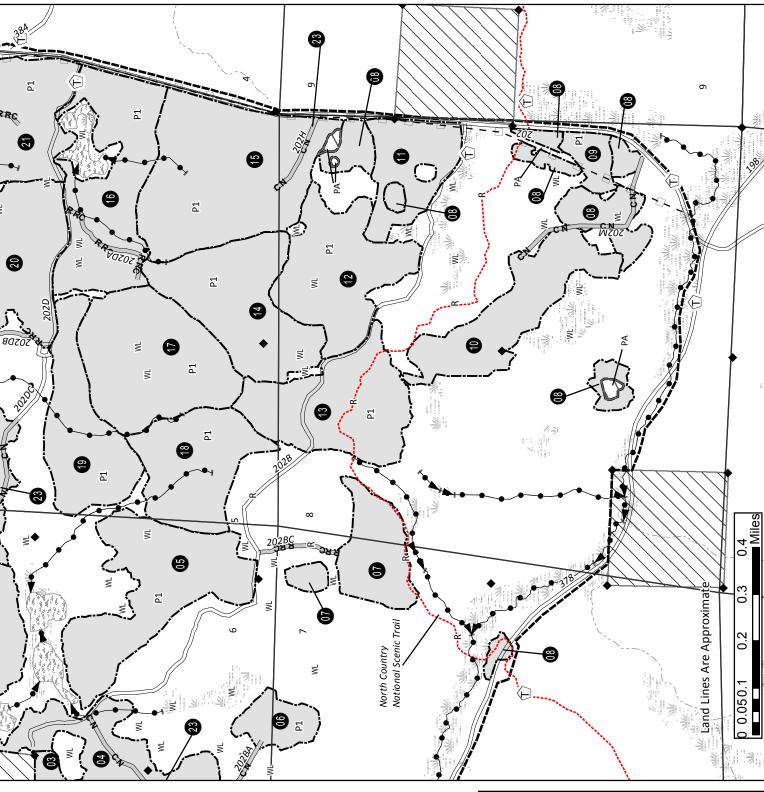
Streamcourse

Waterbody

Non-FS Ownership

	Ski	_	Requirements KT-GT.4.2#	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	SYR	GVD
ewardship	Site Specific	Special Protection	Measures KT-GT.2.4#	N/A	V/N	SMA	N/A	SMA	V/N	SMA	N/A	V/N	N/A	N/A	V/N	N/A	V/N	V/N	SMA	V/N	V/N	N/A	V/N
Marengo St	Slash	Disposal	Measures KT-GT.7#	SDZ(1)	SDZ(1)	N/A	N/A	SDZ(2)	SDZ(2)(3)	SDZ(3)	SDZ(2)	SDZ(3)	N/A	SDZ(2)	N/A	SDZ(3)	SDZ(3)	N/A	N/A	N/A	N/A	SDZ(3)	N/A
Special Unit Requirements- Marengo Stewardship	Cut Tree	Marking CT.3.5	KT-CT.3.5.5#; CT.3.4.6#	LTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM	CTM
Special Unit	Payment	, Pir	BT.1, KT- CT.3	PU03	PU 04	PU 05	PU06	PU07	PU08	PU 09	PU 10	PU11	PU12	PU13	PU 14	PU15	PU16	PU17	PU 18	PU 19	PU20	PU21	PU23

F/FS/NFS/ChequamegonNicolet/Program/2400TimberMgmt/GIS/GDRD\Marengo\Marengo\Stew\_CAM\_Landscape.mxd



Page: 1 of 10

### INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name : Marengo StewardshipType of Contract :PremeasuredNational Forest :Chequamegon/NicoletRanger District :Great Divide

Bidding Method: Sealed Bid

Location to Receive Offers: Great Divide Ranger District, Glidden Office 22223 Hwy 13 Glidden, WI 54527.

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.

The Contract Area is located 2-3 miles North of Atkins Lake along Forest Roads 202 and 378. Payment Units are accessed via existing roads requiring some maintenance/specified road work.

Total Contract Area is estimated at 1000 acres with cutting area estimated at 799 acres.

Payment Units 01,02,04,05,06,9-22 are approximately 734 acres of hardwood selection harvests.

Payment Unit 03 is approximately 8 acres of red pine clear cutting.

Payment Units 07, 08 are approximately 55 acres of red pine thinning.

Payment Unit 23 is approximately 2 acres of the roads unit.

Mixed Hardwood Sawtimber consists primarily of ash (approximately 39%), basswood (approximately 38%), sugar maple (approximately 13%), paper birch (approximately 5%), red oak (approximately 3%) and red maple (approximately 2%).

Mixed Hardwood Pulpwood consists of primarily sugar maple (approximately 57%), basswood (approximately 21%), ash (approximately 13%), red maple (approximately 5%), paper birch (approximately 3%), yellow birch/red oak (approximately 1%).

Mixed Conifer Pulpwood consists of primarily balsam fir (approximately 96%) and spruce (approximately 4%).

Refer to Section 20 of this prospectus for further information regarding the contract specifications.

**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.

Road Construction Costs. The estimated road construction cost has been included in the appraisal as a cost that the Contractor will incur. The Contractor will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS CONTRACT DOES NOT INCLUDE STEWARDSHIP CREDIT for the construction of specified roads and Contractors should consider the cost of specified road construction when developing their offers.

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

						Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance		
Mandatory Timber Cuttin	ng Units :		'		'	'			
Mixed Hardwood	Sawtimber	CCF	1,429.00	\$4.46	\$52.47	\$0.00	\$0.22		
Red Pine	Sawtimber	CCF	899.00	\$3.69	\$40.98	\$0.00	\$0.22		
Aspen	Pulpwood	CCF	1,933.00	\$3.22	\$33.98	\$0.00	\$0.22		
Mixed Conifer	Pulpwood	CCF	166.00	\$2.23	\$19.26	\$0.00	\$0.22		
Mixed Hardwood	Pulpwood	CCF	5,100.00	\$2.96	\$30.22	\$0.00	\$0.22		
Red Pine	Pulpwood	CCF	504.00	\$2.89	\$29.19	\$0.00	\$0.22		
	TOTAL	CCF	10,031.00			\$0.00	\$2,206.82		

### **Optional Estimated Quantities and Rates per Unit of Measure**

					Rates P	er Unit of Measu	re
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Not Applicable

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$52,014.00 is included in total value.

All of the mandatory 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.

Page: 3 of 10

Stewardship Schedule of Work Items						
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)			
Mandatory Stev	vardship Work Items					
P1-02	Canopy Gap Site Prep PU 02	Acres	38.00			
P1-04	Canopy Gap Site Prep PU 04	Acres	67.00			
P1-05	Canopy Gap Site Prep PU 05	Acres	48.00			
P1-06	Canopy Gap Site Prep PU06	Acres	10.00			
P1-09	Canopy Gap Site Prep PU 09	Acres	7.00			
P1-12	Canopy Gap Site Prep PU 12	Acres	39.00			
P1-13	Canopy Gap Site Prep PU 13	Acres	41.00			
P1-14	Canopy Gap Site Prep PU 14	Acres	43.00			
P1-15	Canopy Gap Site Prep PU 15	Acres	67.00			
P1-16	Canopy Gap Site Prep PU 16	Acres	47.00			
P1-17	Canopy Gap Site Prep PU 17	Acres	49.00			
P1-18	Canopy Gap Site Prep PU 18	Acres	34.00			
P1-19	Canopy Gap Site Prep PU 19	Acres	33.00			
P1-20	Canopy Gap Site Prep PU 20	Acres	51.00			
P1-21	Canopy Gap Site Prep PU 21	Acres	51.00			
P1-22	Canopy Gap Site Prep PU 22	Acres	28.00			

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 12/01 and 03/15. Contract termination date is 03/15/2023. 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. <u>Base Rates and Required Deposits must be paid</u> 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 \$35000, whichever is greater.
- **8. SPECIFIED ROADS**. The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the Contractor. Sufficient information to permit a prospective offeror to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this contract.

Road	Traffic Service	Approximate	Estimated Road	Type of
Number Road Name	Level	Miles/Kilometers	Construction Cost	Work *

202BA	FR 202BA	D	0.58 / 0.93	\$10,470.00	С
202DC	FR 202DC	D	0.39 / 0.63	\$6,080.00	С
202H	FR 202H	D	0.18 / 0.29	\$7,100.00	С
202M	FR 202M	D	0.39 / 0.63	\$3,180.00	С
202BC	FR 202BC	D	0.26 / 0.42	\$1,840.00	R
202DA	FR 202DA	D	0.25 / 0.4	\$1,900.00	R
202DB	FR 202DB	D	0.17 / 0.27	\$1,170.00	R
202DC	FR 202DC	D	0.17 / 0.27	\$2,105.00	R
202G	FR 202G	D	0.2 / 0.32	\$1,900.00	R

<sup>\*</sup> C = Construction

Total estimated road construction cost allowed in appraisal is \$35,745.00

- **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. Not Applicable.
- **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;

R = Reconstruction

Page: 5 of 10

- 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, 1648 Tri Park Way Appleton, WI 54914, 920-734-4521.
- **20. GENERAL**. This contract includes K(T)-I(T).2.1-Contract Term Adjustment, to allow stewardship projects to be eligible for contract term adjustment (CTA) if scheduled stewardship work is interrupted or delayed by any of the three circumstances stated in this provision. I(T).2.1-Contract Term Adjustment is inapplicable.

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.

### AT . 2 VOLUME ESTIMATION AND UTILIZATION STANDARDS

Volume estimates were made from timber cruising that occurred in the summer of 2017. Hardwood Sawtimber volume estimates are the result of two slightly different cruising specifications for Hardwood Sawtimber: Eight foot sections cruised as Hardwood Sawtimber products with a small end DIB (Diameter Inside Bark) between 9.6" and 11.5" had a net scale in percent of gross scale of at least 95% (i.e. were considered to be at least 95% sound), while eight foot sections cruised as Hardwood Sawtimber products with a small end DIB over 11.5" DIB had a net scale in percent of gross scale of at least 50%. Estimated sawtimber CCF volumes can be converted to estimated MBF volumes by multiplying

Page: 6 of 10

by 0.54; estimated pulpwood CCF volumes can be converted to estimated MBF volumes by multiplying by 0.633.

### AT . 6 HIGH STUMPS

Maximum Stump Heights shall be no more than 12 inches, measured from the high side of the stump.

### AT . 12 TERMINATION DATE

Termination Date is set for 3/15/2023.

### AT . 17 MARKET RELATED CONTRACT ITEM ADDITION PRODUCER PRICE INDEX

The Producer Price Indices (PPI) currently available to be used for National Forest timber sales are the Wood Chips Index, the Softwood Lumber Index and the Hardwood Lumber Index. The PPI shown in Provision AT .17 - Market Related Contract Term Addition Producer Price Index for this contract is Wood Chips#211135. This PPI was established to reflect expected marketing of 50% or more of the species/products on this sale. You may request a different PPI. We must receive a written request justifying why the change is warranted. The change request will be considered and forwarded to the Forest Supervisor for approval. If agreed upon, it will become a part of the executed contract. The PPI cannot be changed once the contract has been executed.

### GT .8 . 1 PRODUCT IDENTIFICATION

The Forest Contracting Officer has determined that GT .8.1 - Product Identification, is not applicable to this contract. This provision will be waived in writing at the time of contract award.

### KT-CT.3.5.5# -INDIVIDUAL TREES, CUT TREE MARKING

See attached table

### KT-CT.3.5.6# -INDIVIDUAL TREES, LEAVE TREE MARKING

See attached table

### KT-FT.1.0.3# -APPROACHES TO SURFACED ROADS

Contractor shall apply and maintain 6 inches of pit run gravel on all Temporary Road approaches to surfaced roads for a distance of 100 feet back from the surfaced road. Surfaced roads include those with: any crushed rock or pavement surface. This requirement may be waived if temproary road is used onlyduring frozen ground conditions.

### KT-FT.1.2# -USE OF ROADS BY CONTRACTOR

See attached Restricted Road List for restrictions on identified roads.

### KT-FT.3.1# -ROAD MAINTENANCE REQUIREMENTS

See attached tables and documents. An appraisal allowance has been made for estimated road maintenance work to be perofrmed by the purchaser.

### KT-FT.3.2# -ROAD MAINTENANCE DEPOSIT SCHEDULE

The Required Deposits for Forest Service work in lieu of Contractor performance are \$ . 22 per CCF for deferred maintenance.

### KT-GT.3.1.3# -CUTTING SCHEDULE

Unless changed by written agreement, only NA Payment Units may be released for operations at one time, and the sequence of cutting Payment Units shall be : as determined by the Purcahser .

### KT-GT.3.1.4# -OPERATING RESTRICTIONS

Purchaser's use of paint within Contract Area must be requested in writing and approved by the Contracting Officer.

Purchaser's operations in ALL Payment Units are restricted to frozen ground conditions and/or when average compacted snow depth is at least 12 inches.

Hauliing of timber on Forest Service roads, including temporary roads, during times when load restrictions are in place for local county roads, requires Forest Service approval.

All material not meeting minimum specifications, as stated in AT . 2 shall be left on site for purposes of

Page: 7 of 10

protecting or improving soil nutrients.

### KT-GT.4.2# -SKIDDING AND YARDING REQUIREMENTS

The following are applicable across the entire Contract Area:

Protect existing downed logs greater than 10 inches in diameter during felling and skidding operations, when possible.

Skid trails and decking locations should avoid areas known to be infested with non-native invasive plant species. Skid trails that access open system roads shall be rendered inaccessible to vehicle traffic. This may require scattering of slash and/or placement of berms.

Landings shall not be located within the road template, including the ditch line and back slope of Forest Roads 202, 378 and the North Country Trail.

### KT-GT.6.3# -TEMPORARY ROAD CLOSURE

Place earthen berm and/or rock, stump and/or cull log barriers across the temporary roadway approximately 3 feet apart for a distance of 300 (or less as determined by Forest Service) feet from the intersection of the temporary road with a system road or trail.

### KT-GT.7# -SLASH DISPOSAL MEASURES

SDZ(1) - Slash resulting from Purchaser's operations that lies within 10 feet of Private Land shall be completely removed and scattered within Payment Unit boundaries.

SDZ(2) - Slash resulting from Purchaser's operations that lies within 10 feet from the cleared right-of-way (i.e. tree line) of the North Country Trail shall be removed and scattered within Payment Unit boundaries. Within an adjacent 140 feet, all slash shall be lopped and scattered so as to lie within 2 feet of the ground.

SDZ(3) - Slash resulting from Purchaser's operations that lies within 10 feet from the cleared right-of way (i.e tree line) of Forest Roads 202 and 377 shall be completely removed and scattered within Payment Unit boundaries. Within an adjacent 90 feet all slash shall be lopped and scattered so as to lie within 2 feet of the ground.

### KT-GT.9# -STEWARDSHIP PROJECTS

Performance of stewardship projects shall be in accordance with the following specifications. (see attached Stewardship Projects Description)

The successful offeror shall register in the System for Award Management (SAM) at www.sam.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 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, and
  - (ii.) Three copies of the technical proposal.

Page: 8 of 10

(b) <u>Technical Proposal Instructions</u>. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. Refer to offer form for Technical Proposal Instructions.

### 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 factors 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 factor.

Page: 9 of 10

### **EVALUATION CRITERIA**

The evaluation factors for this contract and their relative importance are listed below. All subfactors within a factor are equal in weight. Technical evaluation factors may be weighted in only one of the following two ways:

- (1) They may be ranked in numerical order of importance, where 1 is most important. Equal rank indicates approximately equal importance; or
- (2) They may be weighted as an approximate percentage of 100%. Method (2) may be used any time, but it must be used if any factor is disproportionately weighted.

All technical evaluation factors (I. below), when combined, are significantly less important than price (II. below).

If box is checked, supplemental technical proposa	al information is included wi	ith this sol	icitation.
I. Technical Evaluation Factors	Ranking of Importance	or	Approximate Weight
A. Technical Approach	1		
1. Plan of Operations			
2. Quality Control			
3. Contract Manager and On-the-Ground Supe	ervisor(s)		
4. Equipment			
5. Production Capability			
6. Other Subfactors:			
N/A			
B. Capability and Past Performance	2		
1. Key Personnel			
2. Subcontractors			
3. Past Contacts			
4. Other Subfactors:			
N/A			
C. Utilization of Local Workforce	3		

II. Price Evaluation Factor

1. Other Subfactors: N/A

A. Offeror's price proposal information is required on offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

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. 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.

Page: 10 of 10

### 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.

### PROSPECTUS ATTACHMENT Sale Name: Marengo Stewardship

### INDIVIDUAL TREES, CUT TREE MARKING, KT-CT.3.5.5#

### see also STUMP MARKS, KT-GT.4.1.2#

Payment Unit(s)	Paint Color				
01-02 04-22	Blue				
23	Green				

### PROSPECTUS ATTACHMENT Sale Name: Marengo Stewardship

### INDIVIDUAL TREES, LEAVE TREE MARKING, KT-CT.3.5.6#

Payment Unit(s)	Paint Color					
03	Orange					

### PROSPECTUS ATTACHMENT Contract Name: Marengo Stewardship

### **Restricted Road List**

Road		Teri	mini	Мар	Description of		
Number	Road Name	From	То	Legend	Restrictions		
Spec. Rd 202B	Spec. Rd 202B	PU05 to PU13	PU05 to PU13	R	No operations from February 15 to August 1 on that portion Located between Payment Unit 05 and 13.		
Spec. Rd 202BC	Spec. Rd 202BC	Entire Length	Entire Length	R	No operations from February 15 to August 1 on the entire length.		
North Country Trail	North Country Trail	segments affected by the Sale	segments affected by the Sale	R	Trail shall be crossed at right angles only. Crossing locations shall be designated by Sale Administrator. Trail base shall be restored to its original condition after use. Use of the trail is restricted to frozen ground only. Crossing locations shall be effectively closed after use.		

Contract Name: Marengo Stewardship

### ROAD MAINTENANCE REQUIREMENTS FS-2400-13T Contracts (09/04)

**KT-FT.3.1# Special Provisions** 

### SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

**Contract Road Maintenance Requirements Summary** 

	Ten	nini		App	Applicable Prehaul Road Maintenance Specifications							
Road	From	To	Miles	T-8130								
202D	202DC	202	. 72	P								
202B	End	202	1.8	P								

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

	Terr	nini		Applic	able Du	ring	Haul	Road	l Ma	inten	ance S	pecific	ations
Road	From	To	Miles	T-8110	T-8030								
202G*	End	202	. 2	P	P								
202D	202DC	202	. 72	P	P								
202DB*	End	202D	. 17	P	P								
202DC*	End	202D	. 56	P	P								
202DA*	End	202D	. 25	P	P								
202H*	End	202D	. 18	P	P								
202B	End	202	1.8	P	P								
202BA*	End	202B	. 58	P	P								
202BC*	End	202B	. 26	P	P								
202M*	End	202	. 39	P	P								
202	Pu 08	Fs Bdy	1.4		D								
377	Pu 01	Fs Bdy	.8		D								
378	Pu 08	202	.7		D								

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

	Tern	nini		Applicable Post Haul Road Maintenance Specification								
Road	From	To	Miles	T-8110	T-8620							
202G*	End	202	. 2	P								
202D	202DC	202	. 72	P								
202DB*	End	202D	. 17	P								
202DC*	End	202D	. 56	P	P							
202DA*	End	202D	. 25	P								
202H*	End	202D	. 18	P								
202B	End	202	1.8	P	P							
202BA*	End	202B	. 58	P	P							
202BC*	End	202B	. 26	P	P							
202M*	End	202	. 39	P	P							

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

<sup>\*</sup>This segment of road is specified road work. Indicated specifications shall apply for road maintenance if specified road work is completed and accepted prior to completion of hauling. Portions of the road without specified road work require road maintenance.

Contract Name: Marengo Stewardship

### ROAD MAINTENANCE REQUIREMENTS FS-2400-13T Contracts (09/04) KT-FT.3.1# Special Provisions

### SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

### **INCLUDED SPECIFICATIONS**

Specification No.	Specification Title
T-8030	Snow Removal
T-8110	Maintenance Blading/Grading
T-8130	Spot Surface Course Placement/Replenishment
T-8420	Cutting Roadway Vegetation
T-8620	Miscellaneous Maintenance

### T-8030 Snow Removal

### **DESCRIPTION**

1.1 This Section provides for removal of snow from roads to facilitate logging operations and safe use. Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at locations designated by the Forest Service Representative (FSR). Snow may also be compacted as needed to freeze down soft areas or wet areas. This work is considered part of this specification. Equipment used for this work shall be in accordance with this specification and approved in advance by the FSR.

### **EQUIPMENT**

- <u>2.1</u> Purchaser may use any type of equipment to remove snow, providing:
  - a. Type or use of equipment is not restricted in CT5.12# or Schedule document.
  - b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road. Tracked or cleated vehicles shall not be used unless approved in writing by the FSR.
  - c. The Blade will be equipped with skid shoes to prevent loss of surfacing and damage to the road bed. On gravel and native surface roads, a minimum \_\_\_\_\_ -inch depth compacted snow mat will be maintained on the roadbed during blading.

- 3.1 Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS or as shown on the Section 3. Road Maintenance Requirements Schedule. Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other forest values.
- 3.2 Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.

Contract Name: Marengo Stewardship

### ROAD MAINTENANCE REQUIREMENTS FS-2400-13T Contracts (09/04) KT-FT.3.1# Special Provisions

- 3.3 Upon seasonal completion of Purchaser's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.
- 3.4 Ice control may be performed by Purchaser when approved by the FSR in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.
- 3.5 Snow berms will be reduced at road intersections where plowed road segments join unplowed road segments. Reduce the piled snow in the roadway to create a smooth transition from plowed road to normal snow depth.

### T-8110 Maintenance Blading/Grading

### DESCRIPTION

1.1 Maintenance Blading/Grading is keeping an aggregate surfaced Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning Drainage Dips and Lead-off Ditches.

### **EQUIPMENT**

2.1 The equipment required to shape, spread, and compact surfacing is listed below.

Road Number	Road Termini - From	Road Termini - To	Equipment Description
202G	End	202	Dozer, or other Forest Service approved equipment
202D	202DC	202	66
202DB	End	202D	"
202DC	End	202D	66
202DA	End	202D	66
202H	End	202D	"
202B	End	202	"
202BA	End	202B	"
202BC	End	202B	"
202M	End	202	"

Contract Name: Marengo Stewardship

### ROAD MAINTENANCE REQUIREMENTS FS-2400-13T Contracts (09/04) KT-FT.3.1# Special Provisions

- 3.1 Maintenance Blading/Grading shall be performed to facilitate traffic and proper drainage before, during, or after Purchaser's use as required by Section 3. Road Maintenance Requirements Schedule.
- 3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a smooth, free-draining state needed to facilitate traffic. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve Surface Material and to provide for a thorough mixing of the Material being worked.
- 3.3 On aggregate surfaced roads Material generated from back slope Sloughing and ditch cleaning shall not be blended with Surface or Base Course Material unless agreed otherwise
- 3.4 Roadway back slopes shall not be undercut.
- 3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the existing line, grade, and cross-section.
- 3.6 Intersecting roads shall be bladed for a distance of 50 feet to assure blending of the surfaces.
- 3.7 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by side casting unless agreed otherwise. Side casting into streams, lakes, or water courses will not be permitted.
- 3.8 Material resulting from this activity shall not remain on or in structures, such as Culverts, cattle guards, ditches, bridges, and Drainage Dips.
- <u>3.9</u> Material resulting from this activity, plus any accumulated debris, shall be removed from roadway structures, such as concrete low-water crossings or fords.

### T-8130 Spot Surface Course Placement/Replenishment

### DESCRIPTION

<u>1.1</u> Spot Surface Course Placement/Replenishment includes Subgrade preparation, furnishing, hauling, spreading and shaping materials in accordance with the requirements.

### MATERIALS

 $\underline{2.1}$  Surface Course Material will be in accordance with the subsection  $\underline{3.2}$  of these specifications. Only commercial sources of aggregate will be accepted, except surfacing material may also be purchased from the government, where available, by filling out a form 2600, paying the required fees, and obtaining a permit.

- <u>3.1</u> Subgrade Preparation. Prepare Subgrade to receive Surface Course Material at locations as designated on-the-ground by the Forest Service on roads listed below. Prepare the Subgrade by shaping the Roadbed to approximately the original cross-section and consistent with adjacent sections.
- 3.2 Furnish, haul and spread Material at locations designated on the ground by the Forest Service (FS). Compact the aggregate by operating spreading and hauling equipment over the full width of each layer of the aggregate, or by other methods as specified below.

Contract Name: Marengo Stewardship

### ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04) KT-FT.3.1# Special Provisions

Road Number	llyne Material	Finished Compacted Thickness Specified	•	Compaction Method
202B	Castle Cr. Pit	NA	90 CY	machine
202D	Castle Cr. Pit	NA	20 CY	machine

3.3 Variations. The Purchaser will be required to furnish weight tickets to the FS for each load of commercially obtained crushed aggregate prior to the final inspection. For aggregate purchased from the government, a count of truck loads will be required in addition to finished depth checks for the placed and compacted aggregate. Widths and lengths will be as staked or from schedule. When it is mutually agreed that all or part of the Surface Course Material is not needed, the estimated cost of surfacing not placed shall be charged to the Timber Sale Account in accordance with BT8.31.

### T-8420 Cutting Roadway Vegetation

### DESCRIPTION

1.1 This work includes removal of brush, trees and other vegetative growth from within the clearing limits. This may include brush mowing of shoulders to prevent larger growth which would inhibit travel in the future.

### **EQUIPMENT**

2.2 Equipment use may include farm tractor mounted mowing or brushing equipment.

If brushing equipment is required it must be of a size and power to cut off and masticate stems up to four inches in diameter. Larger growth may require hand clearing with a chainsaw or mechanized equipment able to handle larger trees.

- 3.1 Vegetative matter within the Roadway which impedes vehicular travel, and/or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked in locations where agreed upon and the Traveled Way or sight distances will not be impaired.
- $\underline{3.2}$  Vegetative matter removed from the clearing limits shall be scattered outside the clearing limits at least  $\underline{3}$  feet perpendicular to the road surface.
- 3.3 Trim tree branches that extend over the road surface and shoulders to attain a clear height of 14 feet. Trim branches flush with the tree or as close as possible without causing damage or scarring to the bole. Area shall be left neatly trimmed.
- 3.4 Any stump removed shall be placed in an upright position out of the clearing limits.
- 3.5 Area shall not be left in an unsightly condition. The FSR shall have the final say over how the area is left.

Contract Name: Marengo Stewardship

### ROAD MAINTENANCE REQUIREMENTS FS-2400-13T Contracts (09/04) KT-FT.3.1# Special Provisions

### **T-8620** Miscellaneous Maintenance

### **DESCRIPTION**

1.1 Maintenance of miscellaneous structures includes cattle guards, gates (this includes all types of closure devices such as logs, rocks, dirt berms, dirt and slash berms, metal gates, etc), signs, and other similar structures that have been previously installed to insure safe and efficient operation of the road.

### **MATERIALS**

2.1 Any Materials needed in the maintenance of miscellaneous structures shall be similar in type and quality to the Material in the structure being maintained.

- 3.1 Cattle guards. Loose rails shall be welded or bolted back in place.

  Excess Material carried into the cattle guard shall be removed when drainage is blocked or when it reaches six inches from the bottom of the cattle guard frame. Drainage into and from the cattle guard shall be kept open.
- 3.2 Gates (and other closure devices). Gates shall be kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly. Brush and debris shall be removed from within the swinging radius. Weathered berms or wood piles shall be reconstructed to a height which discourages use and blocks the road.
- 3.3 Signs. Any signs needing repair or replacement shall be installed per sign placement detail or MUTCD direction. All roads shall have legible sign numbers. ML 3-5 roads shall have horizontal numbering and ML 1-2 roads shall have vertical numbers. The material used shall be as directed by the Forest Service Representative. All new signs must meet retroreflectivity requirements.

Road Number	Road Name	Location	Remove/Install	Type of Item	Size	Quantity
202DC	202DC	At 202D	Install	Berm	NA	1
202B	202B	At 202	Install	Berm	NA	1
202BA	202BA	At 202B	Install	Berm	NA	1
202BC	202BC	At 202B	Install	Berm	NA	1
202M	202M	At 202	Install	Berm	NA	1

# MARENGO STEWARDSHIP TIMBER SALE

U.S. DEPT. OF AGRICULTURE FOREST SERVICE

CHEQUAMEGON-NICOLET NATIONAL FOREST GREAT DIVIDE RANGER DISTRICT BAYFIELD COUNTY, WISCONSIN **Prospectus Attachment** 

## INDEX OF SHEETS

### CONTENTS SHEET

- LOCATION MAP GENERAL NOTES & COVER SHEET 51 52
- ESTIMATE OF QUANTITIES
  - CONSTRUCTION NOTES 54

## APPROVED:

PROJECT

CHEQUAMEGON-NICOLET

Chequamegon-Nicolet National Forest Engin外AIRK—Supervikoris (OFRIte-BUARK BEUNING Date: 2018.02.01 15:33:35 -06:00 1

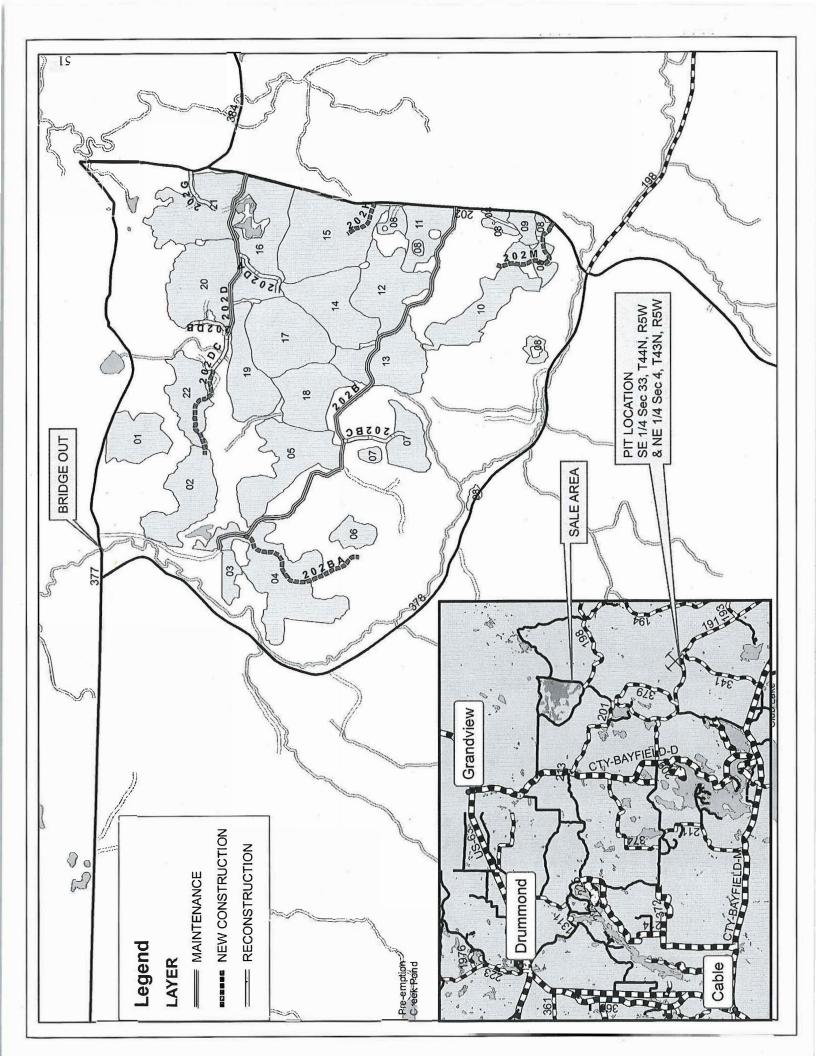
POREST ENGINEER

These drawings comply with the Forest Flan and project specific NEPA documentation

Chequamegon-Nicolet National Forest District Office—Great Divide MICHAEL MARTIN MARTIN 16:36:58-06:00

DISTRICT RANCER

**WISCONSIN** 



### **General Notes**

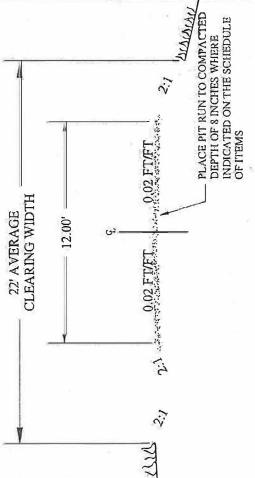
- Bridges on Federal Highway Projects, FP-14 U.S. Customary Units, shall apply to this contract. CONSTRUCTION SPECIFICATIONS; Standard Specifications for Construction of Roads and
  - Contractor shall not construct these projects during abnormally high flows. 0 0
- Rocks may be encountered during construction of the roadway, and is included in Pay Item #21202, Linear Grading.
  - Install culvert in locations as staked by the engineer. Bedding and pipe placement shall be approved by the engineer before backfilling begins.

4

5

6

backfilling of any culverts. Excavation for culverts shall be incidental to Pay Item 60201. Government provided aggregate is available at the Castle Creek Pit located on FR 191 (Old Grade Rd) in the NE 1/4 Sec. 4, T43N, R5W, and the SE 1/4 Sec. 33, T44N, R5W. Sub-excavation and bedding shall be approved by the Engineer prior to the placement and



## TYPICAL PROPOSED ROAD SECTION

SCALE: 1"=5"

	8		MARI	MARENGO TIMBER SALE	<b>SER SALE</b>						4
			ESTIM	<b>ESTIMATE OF QUANTITIES</b>	ANTITIES						
ITEM	ITEM DESCRIPTION	MEASURE	FR 202B	FR 202BA	FR 202D	FR 202DA	FR202DB	FR 202B   FR 202BA   FR 202D   FR 202DA   FR 202DB   FR 202DC   FR 202G   FR 202H   FR 202M	FR 202G	FR 202H	FR 202M
15101	15101 Mobili zation	Lump Sum	1.00	1.00	1.00	1.00	1,00	1.00	1.00	1.00	1.00
20412	20412 Select borrow excavation	Cubic Yard	90.00					90.00		230.00	
20422	Drainage Excavation, take-off ditches, tolerance class F	Lump Sum		1.00	ì			er J Russ			
21202	21202 Linear grading	Lump Sum	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
30103	30103 Aggregate base, grading P	Cubic Yard			20.00		10.00	35.00			
60201	24 inch pipe culvert, Polyethelyne, dual wall, smooth bore	Foot	24.00							54.00	
60201	15 inch pipe culvert, Polyethelyne, Idual wall, smooth bore	Foot		48.00		*		72.00	36		

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		il a	31				
e.		9.			*		
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	i.			- Ne -			
		0					
		200 cubi ta: 2+50. e culvert	r pipe,	ng and			
	rading	Spe. Place 200 cubic 202 to Sta: 2+50.	irrow over pipe,	ading fter logging and			
	n <u>Notes</u> Linear Grading	N NOTES  ulivert pipe. Place 200 cubi dge of FR 202 to Sta: 2+50.  'x 24' Polyethylene culvert	select borrow over pipe, ck.	ION NOTES linear grading device) after logging and access)	7		
	struction Notes :02; start Linear Grading	UCTION NOTES  202 thylene culvert pipe. Place 200 cubi w from edge of FR 202 to Sta: 2+50.	yards or select borrow over pipe, vated rock. ind	TRUCTION NOTES 202; start linear grading closure device) after logging and omplete idor ridor nter only access)			
	Reconstruction Notes with FR 202; start Linear Grading d left truction	With FR 202 Grading 30' Polyethylene culvert pipe. Place 200 cubiect borrow from edge of FR 202 to Sta: 2+50.	30 cubic yards of select borrow over pipe, with excavated rock. Turnaround truction	V CONSTRUCTION NOTES with FR 202; start linear grading (or other closure device) after logging and nber is complete line corridor line corridor ssing (winter only access)			
	R 202G Reconstruction Notes Prection with FR 202; start Linear Grading Turnaround left I of Construction	202H CONSTRUCTION NOTES ersection with FR 202 rt Linear Grading tall 24" x 30' Polyethylene culvert pipe. Place 200 cubi ds of select borrow from edge of FR 202 to Sta: 2+50. eavate rocks and install 24" x 24' Polyethylene culvert	e. Place 30 cubic yards of select borrow over pipe, rap ends with excavated rock. nstruct T-Turnaround	IZM NEW CONSTRUCTION NOTES ersection with FR 202; start linear grading tall berm (or other closure device) after logging and tiling of timber is complete er power line corridor ive power line corridor trand crossing (winter only access) I linear grading.			
	FR 202G Reconstruction Notes Intersection with FR 202; start Linear Grading T-Turnaround left End of Construction	FR 202H CONSTRUCTION NOTES Intersection with FR 202 Start Linear Grading Install 24" x 30' Polyethylene culvert pipe. Place 200 cubi yards of select borrow from edge of FR 202 to Sta: 2+50. Excavate rocks and install 24" x 24' Polyethylene culvert	pipe. Place 30 cubic yards of select borrow over pipe, riprap ends with excavated rock. Construct T-Turnaround End of Construction	Intersection with FR 202; start linear grading Intersection with FR 202; start linear grading Install berm (or other closure device) after logging and hauling of timber is complete Enter power line corridor  Leave power line corridor  Coverand Control (winter only access)  End linear grading.			
	9+65 End of Construction Notes 10+80 Intersection with FR 202; start Linear Grading 10+80 End of Construction	0+00 Intersection with FR 202  Start Linear Grading  1+10 Start Lanear Grading yards of select borrow from edge of FR 202 to Sta: 2+50.  Excavate rocks and install 24" x 24' Polyethylene culvert	pipe. Place 30 cubic yards of select borrow over pipe, riprap ends with excavated rock. 8+40 Construct T-Turnaround 9+40 End of Construction	0+00 Intersection with FR 202; start linear grading 0+50 Install berm (or other closure device) after logging and hauling of timber is complete Enter power line corridor Leave power line corridor Leave power line corridor Leave power line corridor Corridor Leave power line corridor Enter power line corridor Leave power line corridor Corridor End Innear grading.			

### PROSPECTUS ATTACHMENT Contract Name: Marengo Stewardship

### KT-GT.9# - STEWARDSHIP PROJECTS

Project		Units of	
Number	Project Description	Measure	Quantity
P1-02	PAYMENT UNIT 02	Acre	38
P1-04	PAYMENT UNIT 04	Acre	67
P1-05	PAYMENT UNIT 05	Acre	48
P1-06	PAYMENT UNIT 06	Acre	10
P1-09	PAYMENT UNIT 09	Acre	7
P1-12	PAYMENT UNIT 12	Acre	39
P1-13	PAYMENT UNIT 13	Acre	41
P1-14	PAYMENT UNIT 14	Acre	43
P1-15	PAYMENT UNIT 15	Acre	67
P1-16	PAYMENT UNIT 16	Acre	47
P1-17	PAYMENT UNIT 17	Acre	49
P1-18	PAYMENT UNIT 18	Acre	34
P1-19	PAYMENT UNIT 19	Acre	33
P1-20	PAYMENT UNIT 20	Acre	51
P1-21	PAYMENT UNIT 21	Acre	51
P1-22	PAYMENT UNIT 22	Acre	28
	CANOPY GAP SITE PREPARATION WORK DESCRIPTION		
	Objective is to cut submerchantable stems (greater than 1 inch but less than 5		
	inches at diameter breast height) within canopy gaps created during the harvest.		
	Canopy gaps are defined as a space in the forest canopy created by the removal of one or more trees from the main stand of trees. They are measured from the		
	edge of the tree crown along the edge of the opening to the edge of the tree		
	crown across the opening. Gaps are generally created at a rate of 3 to 6 gaps per		
	acre and range from 25-40' in diameter, including one gap per every 2 acres that		

### PROSPECTUS ATTACHMENT Contract Name: Marengo Stewardship

### KT-GT.9# - STEWARDSHIP PROJECTS

is 60' in diameter. The gaps provide diversity and allow for regeneration of desirable tree species.

The submerchantable stems within canopy gaps are marked with blue paint; generally a blue "X" or slash. All trees marked will be completely severed from the stump, at no more than 12 inches above the ground, and the cut face of the stump shall be no more than 15 degrees. Once felled, stems shall lie flat on the ground and shall not lie within riparian areas, stream courses, roads, or recreational trails. All snags shall be left standing for wildlife use, unless they are a safety hazard.

Work can be accomplished either during or after harvest of Included Timber with the mechanized equipment used for harvesting Included Timber. Chainsaws or brush saws are also acceptable for use in performing this work. Other mechanized equipment shall be used only by agreement with the Forest Service.

Payment will be made on a per acre basis upon completion of the individual project.

### AT.4.3 - Schedule of Payment Units

Contract Name: Marengo Stewardship

		To b	e Escalated und	der AT.4.1			To be Paid fo	or at Flat Rates	s under AT.4	l.2	Total	Total Required
Pay- ment Unit No.	rox.	Species	Product	Qty	UOM	Total Tentative Payment \$	Species	Product	Qty (	UOM	Flat Rate Payment	Deposits for Slash Disposal
01	26						Mixed Hardwood	Sawtimber	5.00	CCF		.00
							Red Pine	Sawtimber	0.00	CCF		
						ļ	Aspen	Pulpwood	255.00	CCF		
							Mixed Conifer	Pulpwood	44.00	CCF		
						 	Mixed Hardwood Red Pine	Pulpwood Pulpwood	32.00 0.00	CCF CCF		
							Total PU Quantity	·		CCF		
02	20					1	Mixed Hardwood	Sawtimber	336.00 54.00	CCF		.00
02	38					<u> </u>	Aspen	Pulpwood	124.00	CCF		.00
							Mixed Conifer	Pulpwood	1.00	CCF		
							Mixed Hardwood	Pulpwood	215.00	CCF		
							Total PU Quantity	And Value	394.00	CCF		
03	8						Red Pine	Sawtimber	303.00	CCF		.00
							Aspen	Pulpwood	2.00	CCF		
							Mixed Conifer	Pulpwood	0.00	CCF		
						 	Mixed Hardwood Red Pine	Pulpwood Pulpwood	0.00 224.00	CCF CCF		
							Total PU Quantity	•	529.00			
04	67					1	Mixed Hardwood	Sawtimber	184.00	CCF		.00
• •	01						Aspen	Pulpwood	92.00	CCF		
						İ	Mixed Conifer	Pulpwood	4.00	CCF		
						İ	Mixed Hardwood	Pulpwood	437.00	CCF		
							Total PU Quantity	And Value	717.00	CCF		
05	48						Mixed Hardwood	Sawtimber	161.00	CCF		.00
							Aspen	Pulpwood	55.00	CCF		
						 	Mixed Conifer Mixed Hardwood	Pulpwood Pulpwood	4.00 299.00	CCF CCF		
							Total PU Quantity			CCF		
06	10						Mixed Hardwood	Sawtimber	11.00	CCF		.00
	'0					İ	Aspen	Pulpwood	4.00	CCF		
							Mixed Conifer	Pulpwood	0.00	CCF		
							Mixed Hardwood	Pulpwood	86.00	CCF		
							Total PU Quantity	And Value	101.00			
07	23						Red Pine	Sawtimber				.00
							Aspen	Pulpwood				
						 	Mixed Conifer Mixed Hardwood	Pulpwood Pulpwood	1.00 0.00	CCF		
							Red Pine	Pulpwood	131.00			
						ı	Total PU Quantity	-	420.00			
08	32						Red Pine	Sawtimber	248.00			.00
						İ	Aspen	Pulpwood				
							Mixed Conifer	Pulpwood	12.00			
							Mixed Hardwood	Pulpwood	2.00	CCF		
							Red Pine	Pulpwood				
00						1	Total PU Quantity		418.00			00
09	7					 	Aspen Mixed Hardwood	Pulpwood Pulpwood	10.00 56.00			.00
						[ 	Red Pine	Pulpwood				
						1	Total PU Quantity	-	66.00			
							. Star i S Quartity	Tala Falue	00.00	OUF		
	<u> </u>	<u> </u>									l	

Contract Name: Marengo Stewardship Contract No:

Payment   App.	Total							Situate Name. Malengo Stewardship				
Red Pine   Sawtimber   12.00 CCF   Appen   Pulpwood   12.00	Required Deposits for Slash Disposal	Flat Rate Payment	1.2	under AT.4	r at Flat Rates	To be Paid fo	Tentative Payment	To be Escalated under AT.4.1	rox.	ment Unit		
Aspen	.00				Sawtimber				34	10		
Mixed Confere   Pulpwood   42,00   CCF			CCF	2.00	Sawtimber	Red Pine						
Mixed Hardwood Pulpwood 49.00 CCF   Red Pine Pulpwood 49.00 CCF						Aspen						
Red Pine						!						
Total PU Quantity And Value   224.00 CCF												
11	_		CCF	1.00	Pulpwood	Red Pine			-			
Red Pine			CCF	224.00	And Value	Total PU Quantity						
Aspen	.00		I						21	11		
Mixed Conifer   Pulpwood   6.00 CCF						!						
Mixed Hardwood   Pulpwood   13,00   CCF												
Red Pine												
Total PU Quantity And Value						!						
Mixed Hardwood Sawtimber   37.00 CCF	_					1			_			
Aspen	.00								20	12		
Mixed Conifer   Pulpwood   336.00   CCF	.00								39	12		
Mixed Hardwood   Pulpwood   336.00   CCF					•	t ·						
Total PU Quantity And Value					•							
Mixed Hardwood Sawtimber   40.00 CCF	_				•	Total PU Quantity			•			
Aspen	.00								/11	13		
Mixed Conifer   Pulpwood   9.00   CCF			I			!			7'			
Mixed Hardwood Pulpwood 191.00 CCF					•							
Mixed Hardwood Sawtimber   124.00 CCF   Aspen					•							
Aspen			CCF	283.00	And Value	Total PU Quantity			•			
Mixed Conifer   Pulpwood   0.00   CCF	.00		CCF	124.00	Sawtimber	Mixed Hardwood			43	14		
Mixed Hardwood Pulpwood 301.00 CCF					Pulpwood	Aspen						
Total PU Quantity And Value						!						
Mixed Hardwood Sawtimber 270.00 CCF   Aspen Pulpwood 77.00 CCF   Aspen Pulpwood 77.00 CCF   Mixed Conifer Pulpwood 461.00 CCF   Mixed Hardwood Pulpwood 461.00 CCF	_		CCF	301.00	Pulpwood	Mixed Hardwood			-			
Aspen					And Value	Total PU Quantity						
Mixed Conifer   Pulpwood   0.00   CCF	.0								67	15		
Mixed Hardwood Pulpwood 461.00 CCF					•	! '						
Total PU Quantity And Value   808.00 CCF												
Mixed Hardwood Sawtimber   67.00 CCF	_				<u> </u>				-			
Aspen						_						
Mixed Conifer   Pulpwood   4.00   CCF     Mixed Hardwood   Pulpwood   681.00   CCF     Total PU Quantity And Value   895.00   CCF     17   49     Mixed Hardwood   Sawtimber   83.00   CCF     Aspen   Pulpwood   76.00   CCF     Mixed Conifer   Pulpwood   2.00   CCF     Mixed Hardwood   Pulpwood   414.00   CCF     Total PU Quantity And Value   575.00   CCF     Aspen   Pulpwood   47.00   CCF     Aspen   Pulpwood   47.00   CCF     Aspen   Pulpwood   47.00   CCF	.00								47	16		
Mixed Hardwood   Pulpwood   681.00   CCF												
Total PU Quantity And Value			I									
Mixed Hardwood Sawtimber 83.00 CCF   Aspen Pulpwood 76.00 CCF   Mixed Conifer Pulpwood 2.00 CCF   Mixed Hardwood Pulpwood 414.00 CCF   Total PU Quantity And Value 575.00 CCF   Aspen Pulpwood 47.00 CCF   Aspen	_					İ			}			
Aspen										47		
Mixed Conifer   Pulpwood   2.00   CCF     Mixed Hardwood   Pulpwood   414.00   CCF     Total PU Quantity And Value   575.00   CCF     18   34   Mixed Hardwood   Sawtimber   108.00   CCF     Aspen   Pulpwood   47.00   CCF	.00					!	-		49	17 4		
Mixed Hardwood   Pulpwood   414.00   CCF												
Total PU Quantity And Value 575.00 CCF  18 34   Mixed Hardwood Sawtimber 108.00 CCF Aspen Pulpwood 47.00 CCF												
18 34 Mixed Hardwood Sawtimber 108.00 CCF Aspen Pulpwood 47.00 CCF	_				-				-			
Aspen Pulpwood 47.00 CCF	.00								0.4	10		
	.00					!			34	18		
Mixed Hardwood Pulpwood 234.00 CCF						l .						
	_				-							
Total PU Quantity And Value 391.00 CCF			CCF	391.00	Anu value	Total FU Quantity						

Contract Name: Marengo Stewardship Contract No:

	ame: Marengo Stewardship	Contract No:						
Pay- ment App Unit rox. No. Acres	To be Escalated under AT.4.1	Total Tentative Payment \$	To be Paid for at Flat Rat	es under AT.4.2	Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal		
19 33			Mixed Hardwood Sawtimber Aspen Pulpwood Mixed Conifer Pulpwood	61.00 CC 18.00 CC 11.00 CC	F F	.00		
			Mixed Hardwood Pulpwood	332.00 CC		_		
20 51			Total PU Quantity And Value  Mixed Hardwood Sawtimber	422.00 CC 51.00 CC		.00		
20 51			Aspen Pulpwood Mixed Conifer Pulpwood Mixed Hardwood Pulpwood	176.00 CC 2.00 CC 423.00 CC	F F	.00		
		'	Total PU Quantity And Value	652.00 CC	=			
21 51			Mixed Hardwood Sawtimber Aspen Pulpwood Mixed Conifer Pulpwood Mixed Hardwood Pulpwood	20.00 CC 426.00 CC 8.00 CC 217.00 CC	F F	.00		
		l	Total PU Quantity And Value	671.00 CC		-		
22 28			Mixed Hardwood Sawtimber Aspen Pulpwood Mixed Conifer Pulpwood Mixed Hardwood Pulpwood	122.00 CC 8.00 CC 6.00 CC 162.00 CC	F F	.00		
		l	Total PU Quantity And Value	298.00 CC		-		
23 2			Mixed Hardwood Red Pine Sawtimber Aspen Pulpwood	31.00 CC 58.00 CC 47.00 CC	F F	.00		
			Mixed Conifer Pulpwood Mixed Hardwood Pulpwood Red Pine Pulpwood	2.00 CC 159.00 CC 13.00 CC	F F			
			Total PU Quantity And Value	310.00 CC	=			

SOLICITAT	ON AND O	FFER FO	R INTEG	RATED RES	SOURCE CO	ONTRAC	ET .	
1. Contract Number: 20227		ie for Receii 8  11:00 AM		3. Opened By	:	4. In 1	the Presence of:	
5. Contract Name: Marengo Steward				•		<u>'</u>		
6. National Forest: Chequamegon/N	colet		7. Ranger	District: Great D	Divide		8. Type of Offer: B	est Value
9. To: (Title and address of Contract	ting Officer rec	eiving offers	s)	10. Name of Ne	ewspaper:		11. Date Published	:
Glidden District Office				Glidden Enterprise 02/28/2018			3	
Sale Officer			-	'			12 Ctata:	
PO Box 126				12. City: 13. State:				
Glidden, WI, WI 54527					Glidden		Wisconsin	1
INSTRUCTIONS TO CONTRACTIN Attach copy of contract solicitation. En and instructions 2, 5, and 10 for all comore of columns 14e, h, or i, if not ap	ntries are requi intracts. Entries plicable to the e of Integrated	red in block s are require contract.	s 1; 2; 5; 6; ed in block 1	7; 9; 10; 11; 12 14g for species published in the	; 13; 14a, b, c, with a fixed rate	d, e, f, h, & e. Strike ou specified a	i; 15a, b, c, & d; 19 it spaces for entries	; and 24; in one or
conditions attached hereto, the fo		s submitte	a and snaii					
14. Timber Offer Information	on:			Rates	Per Unit of	Measure		
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Offer Rat	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Mandatory Timber Cutting	Units		` '	•	•			
Mixed Hardwood	Sawtimber	CCF	1,429.0	00 \$4.46	\$52.47		\$0.00	N/A
Red Pine	Sawtimber	CCF	899.0	00 \$3.69	\$40.98		\$0.00	N/A
Aspen	Pulpwood	CCF	1,933.0	00 \$3.22	\$33.98		\$0.00	N/A
Mixed Conifer	Pulpwood	CCF	166.0	90 \$2.23	\$19.26		\$0.00	N/A
Mixed Hardwood	Pulpwood	CCF	5,100.0	90 \$2.96	\$30.22		\$0.00	N/A
Red Pine	Pulpwood	CCF	504.0	90 \$2.89	\$29.19		\$0.00	N/A
Only the Fixed Rate Applies.						Fixed Ra	ate	
Not Applicable								
Optional Timber Cutting Ur	its (Offerin	g Option	al):		· · · · · ·			
Not Applicable								
Only the Fixed Rate Applies.	<u> </u>		I	I	1	Fixed Ra	ate	<u> </u>
Not Applicable								

Project Number	Project Description	Unit of Measure	Estimated Quantity	Rate per Unit	Total Offe (d) x (e)
(a)	(b)	(c)	(d)	(e)	(f)
Mandato	ry Stewardship Projects - Offeror must comple	ete columns (e) and (	f):		
P1-02	Canopy Gap Site Prep PU 02	Acres	38.00		
P1-04	Canopy Gap Site Prep PU 04	Acres	67.00		
P1-05	Canopy Gap Site Prep PU 05	Acres	48.00		
P1-06	Canopy Gap Site Prep PU06	Acres	10.00		
P1-09	Canopy Gap Site Prep PU 09	Acres	7.00		
P1-12	Canopy Gap Site Prep PU 12	Acres	39.00		
P1-13	Canopy Gap Site Prep PU 13	Acres	41.00		
P1-14	Canopy Gap Site Prep PU 14	Acres	43.00		
P1-15	Canopy Gap Site Prep PU 15	Acres	67.00		
P1-16	Canopy Gap Site Prep PU 16	Acres	47.00		
P1-17	Canopy Gap Site Prep PU 17	Acres	49.00		
P1-18	Canopy Gap Site Prep PU 18	Acres	34.00		
P1-19	Canopy Gap Site Prep PU 19	Acres	33.00		
P1-20	Canopy Gap Site Prep PU 20	Acres	51.00		
P1-21	Canopy Gap Site Prep PU 21	Acres	51.00		
P1-22	Canopy Gap Site Prep PU 22	Acres	28.00		

Not Applicable

- **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	of
Executive Order 11246 (Non-discrimination in Employment) of 9/24/65, as amended; and that the Offeror [] has	3, [
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 a	as:
[	] 1-25 [ ] 26-500 [ ] Over 500 <b>a<u>nd</u> a</b> : [ ] 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, for the purpose of restricting competition 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.)

imber may not be transported from Alaska without Regional Forester approval. (See instruction 12.)				
24. CERTIFICATION OF NON-AFFILIATION: Not applicable.				
<b>25. CERTIFICATION OF AFFILIATION:</b> 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 6 boxes 14g, 14l, 15e, 15f, 16b, 18, 25 and 26.	Offerors and fill in the applicable	blanks in		
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 time for reviewing instructions, searching existing data source completing and reviewing the collection of information. Un	ces, gathering and maintaining th	e data needed, and		

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
- 1. 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.
- ll. Describe your quality control plan for both the harvesting and stewardship projects.
- Ill. 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
  - 1. Provide a list of the experience of your key personnel who will actually be working on this contract.
- Il. 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)lll. If any subcontractors are certified in their area of expertise, provide information as to when, what, and by whom they are certified.
- Ill. 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 People living and working in Ashland, Bayfield, Sawyer, Price, Taylor Counties.. 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 significantly less important than 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.

<u>Covered Transactions</u>: 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.

<u>Manufacturer</u>: 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.

<u>Participant</u>: 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.

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

<u>Small Business</u>: 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 Debarring 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.

Date

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

Signature

	ATTACHMENT 1					
Ir	TECHNICAL PROPOSAL – Fill out and attach to your Bid For Integrated Resource Contract Instructions: See Item No. 11, remarks, if extra space is needed to answer any item below. Mark X in the appropriate boxes.					
1. 0	Contractors Name, Address & Telephone No.	2. Type of Business Corporation Partnership  Individual Non-Profit Limited Liability Company				
eı	mail address:					
A	Technical Approach and Contract Management:					
a.	Describe your plan of operation for the timber removal, includin work activities to ensure all contractual work will be completed in	g a timeline and the rationale for by the termination date.				
b.	Describe your plan of operation for the stewardship project work rationale for work activities to ensure all contractual work will be					
c.	Describe your quality control plan for timber removal.					

d.	Describe your quality control plan for the stewardship work.
e.	List the equipment you propose to use to accomplish the timber harvest.
f.	List the equipment you propose to use to accomplish the stewardship work.
g.	What is your production capability to accomplish the timber harvest on this contract.
h.	What is your production capability to accomplish the stewardship work on this contract.

B. Capability and Past Performs	<b>ance.</b> List the relevant current/past projects for your business in the last 3 years.
a. No. of employees:	b. Are employees regularly on your payroll:yesno
c. The name, present position and year	ars of experience of your contract manager and on-the-ground supervisor.
d. Names, present positions and yea	ers of experience of your subcontractor's.
e. Project (Location):	
	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:
f. Project (Location):	
	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:

g. Project (Location):				
Contract Amount \$	Period of Performance			
Description of Services (i.e. type of road, length of road, equip	pment used, tasks performed, trades inv	volved)		
Name, Address & Telephone Number for Point of Contact for	Information:			
Have you ever failed to complete any work awarded to you?	yesno			
If "yes" to the question above, specify location(s) and reason	(s) why			
<b>C. Utilization of Local Workforce</b> . Geographical Properties of the contractor's main office or branch office is located				
Subcontractors listed above live in the following communities				
11. REMARKS: (PLEASE NOTE ADDITIONAL SHEETS MAY BE ATTACEHD 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: 09	Forest: Chequamegon Nicolet District	<u> </u>
Sale Name:	Bid Date:	
Bidder Name	me:	
I request my	y cash equivalent bid guarantee be applied towards my Down Payment of Yes No	leposit requirement.
For the Perfor	formance 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 Paym	ment Guarantee coverage (check one):	
( )	I will not use Payment guarantee coverage, I will be making advance	e 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	t 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	

Form Approved – OMB No. 0505-0025

			Expiration Date: 04/30/2019		
AD-30	30	U.S. DEPARTMENT OF AGRICULTURE			
		ESENTATIONS REGARDING FELONY CONVICT DELINQUENT STATUS FOR CORPORATE APPL			
Note:	You only need to complete this	form if you are a corporation. A corporation inc	cludes, 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 pro	fit and non-profit entities.			
	information for U.S. Department of Agricu	dance with the Privacy Act of 1974 (5 USC 552(a), as amended ulture (USDA) Agencies and staff offices is in §745 and 746 of to sequently enacted. The information will be used to confirm appeaderal tax liability status.	he Consolidated Appropriations Act, 2016,		
	information unless it displays a valid OME required to complete this information colle	ct of 1985 an agency may not conduct or sponsor, and a persor B control number. The valid OMB control number for this inform ection is estimated to average 15 minutes per response, includi g and maintaining the data needed, and completing and review	nation collection is 0505-0025. The time ing the time for reviewing instructions,		
1. APP	LICANT'S NAME	2. APPLICANT'S ADDRESS (Including Zip Code)	3. TAX ID NO. (Last 4 digits)		
of 4B. De rei	application? YES No	I Federal tax liability that has been assessed, for whe lapsed, and that is not being paid in a timely ma	nich all judicial and administrative		
		oluntary. However, failure to furnish the requested randum of understanding, grant, loan, loan guarant			

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, 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.

Rev: 02/16