National Forest Stewardship Project

Chequamegon-Nicolet National Forest

This is a READVERTISEMENT of the Jumanji Oak Salvage Sale. Please note that the bid date for this sale has changed, along with minimum utilization requirements for Hardwood Pulp. The Jumanji Oak Salvage Stewardship Project is located in T31N, R15E Section 29, in T33N, R16E Sections 2 & 12, and in T33N, R17E, Sections 4, 5, 16, 17, 20 & 29. The project will be done under an Integrated Resource Timber Contract (2400-13T) to help control the spread of the Oak Wilt disease. The Forest Service will receive sealed bids at the Laona Ranger Station at 2:00 PM local time on Monday 11/17/14 for an estimated 630 CCF of Oak Sawtimber and 492 CCF of Hardwood Pulpwood in a contract that includes service work to uproot 2603 stumps. Both the timber harvesting and the service work are biddable items on the contract. The cost of the service work will be used to offset the value of the timber sold. The Forest Service reserves the right to reject any and all bid offers. Interested parties may obtain a prospectus from the offices listed below. A prospectus, bid form, and complete information concerning the timber, the service work, the submission of bids and conditions of the contract is available to the public from the Lakewood (715-276-6333), Laona (715)-674-4481) or Rhinelander (715-362-1300) Forest Service Offices. This contract includes timber that is in urgent need of harvest. If the successful bidder has other National Forest timber under contract and can't operate at a rate to complete that contract by the termination date and at the same time operate this contract, consideration may be given for additional time to harvest the timber already under contract. This would apply only to timber already under contract that does not have the same urgency for harvest. The USDA is an equal opportunity employer.

United States Department of Agriculture

Forest Service
Chequamegon-Nicolet National Forest

Lakewood/Laona Ranger District

Lakewood Office
15085 State Rd 32
Lakewood, WI 54138
715-276-6333 Voice
715-276-3594 FAX
715-674-4481 TTY

Laona Office
4978 Hwy 8 West
Laona, WI 54541
715-674-4481 Voice & TTY
715-674-2545 FAX

File Code: 2430

Date: November 1st, 2014

Dear Prospective Bidder,

On November 17th, 2014 at 2:00 PM, sealed bids will be opened in the Laona Ranger Station for the Jumanji Oak Salvage Stewardship Contract. This project is located northeast of Lakewood, and also southwest of Boulder Lake in the same general area as the oak wilt projects were in the last few years. Stewardship Contract 2400-13T will be used. The termination date for this sale is March 15, 2015. All harvesting and stump extraction sanitation work is to be completed by December 31st, 2014.

The estimated quantities in this contract have been determined prior to felling. The estimated quantity of timber for harvest is 1,122 CCF. That includes 630 CCF of oak sawtimber and 492 CCF of assorted hardwood pulpwood. The Stewardship Project is to treat 2603 stumps. 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 **Required Deposits**

SPECIES	PRODUCT	UNIT OF MEASURE	ESTIMATED QUANTITIES	ADVERTISED RATES	BASE RATES	SLASH DISPOSAL	ROAD MTNC.
Oak	Sawtimber	CCF	630	$100.28	$1.00	-	-
Hardwood	Pulpwood	CCF	492	$23.69	$1.00	-	-
	TOTAL	CCF	1122				

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

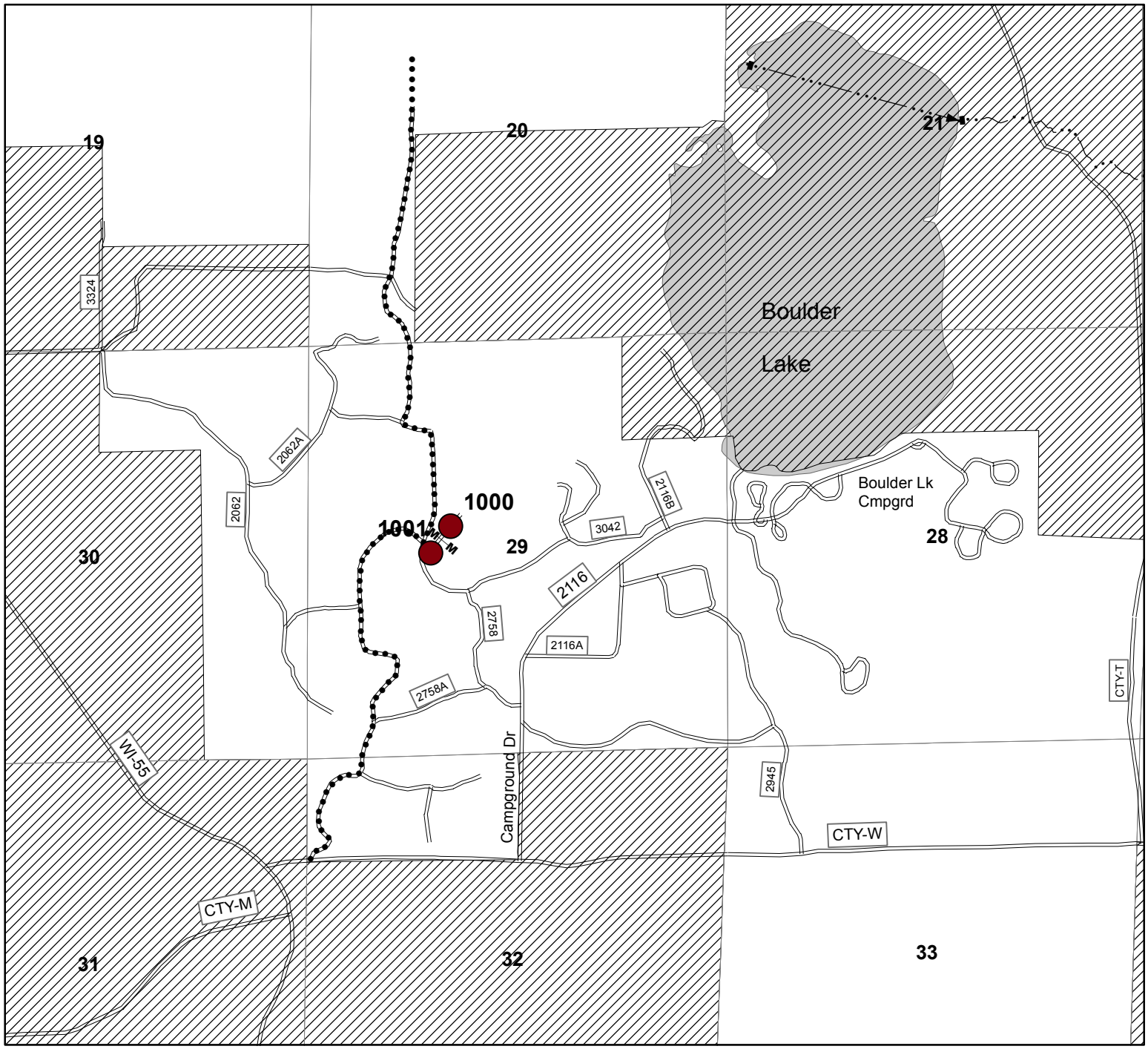
If you wish to receive further information on this project, the prospectus, or a bid form, please write or call the Lakewood, Laona or Rhinelander Forest Service Offices.

Sincerely,

JEFF SEEFELDT
District Ranger

Sale Area Map

Sale Name: Jumanji Oak Salvage
National Forest: Chequamegon - Nicolet
Ranger District: Lakewood - Laona
Legal Description: T31N, R15E Section 29



0 0.5 1 Miles

2178 Existing Road

Oak Wilt Infection Cluster to be Treated

R-R-R Along All Forest Service Routes

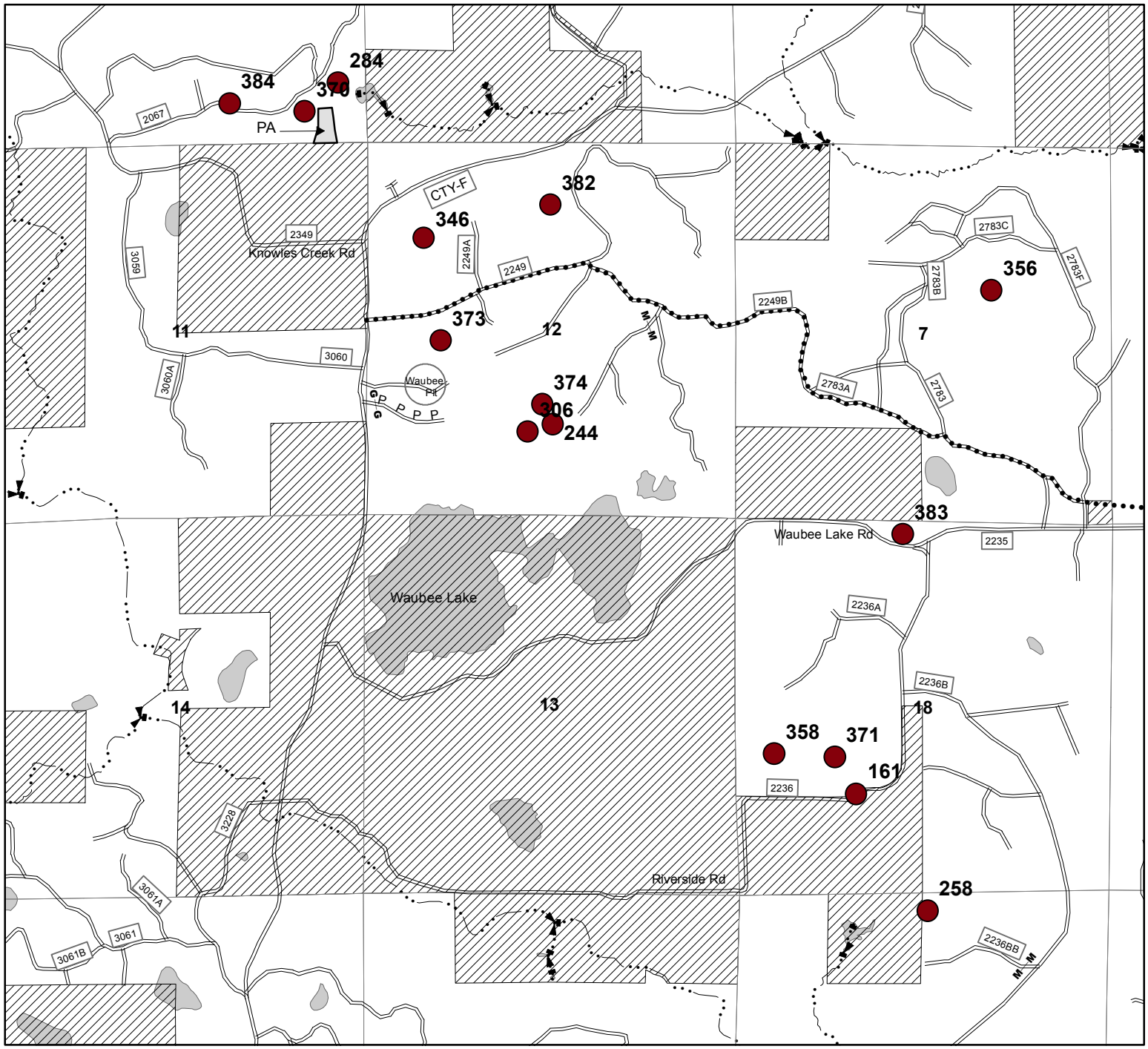
Snowmobile/Rec Trail

NOTE: Landlines and payment unit boundaries are drawn to approximate scale.

AAA Oct '14

Sale Area Map

Sale Name: Jumanji Oak Salvage
National Forest: Chequamegon - Nicolet
Ranger District: Lakewood - Laona
Legal Description: T33N, R16E Sections 2 & 12 and T33N, R17E Sections 7, 18 & 19



0 0.5 1 Miles

2178 Existing Road

Oak Wilt Infection Cluster to be Treated

P P P P Prohibited Use

● ● ● ● ● ● ● Snowmobile/Rec Trail

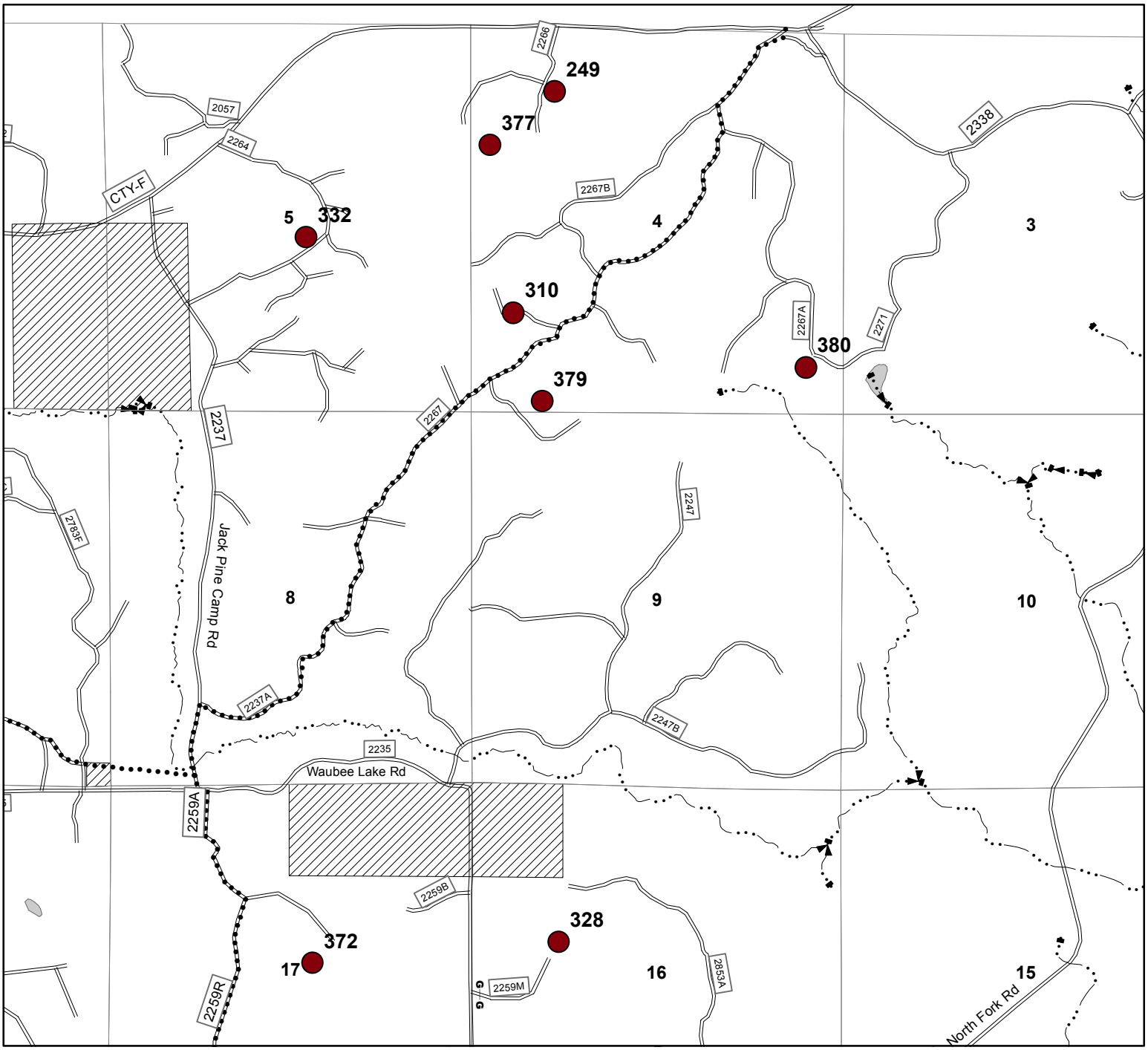
R-R-R Along All Forest Service Routes

NOTE: Landlines and payment unit boundaries are drawn to approximate scale.

AAA Oct '14

Sale Area Map

Sale Name: Jumanji Oak Salvage
National Forest: Chequamegon - Nicolet
Ranger District: Lakewood - Laona
Legal Description: T33N, R17E Sections 4, 5, 16 & 17



0 0.5 1 Miles

2178 Existing Road

Oak Wilt Infection Cluster to be Treated

Snowmobile/Rec Trail

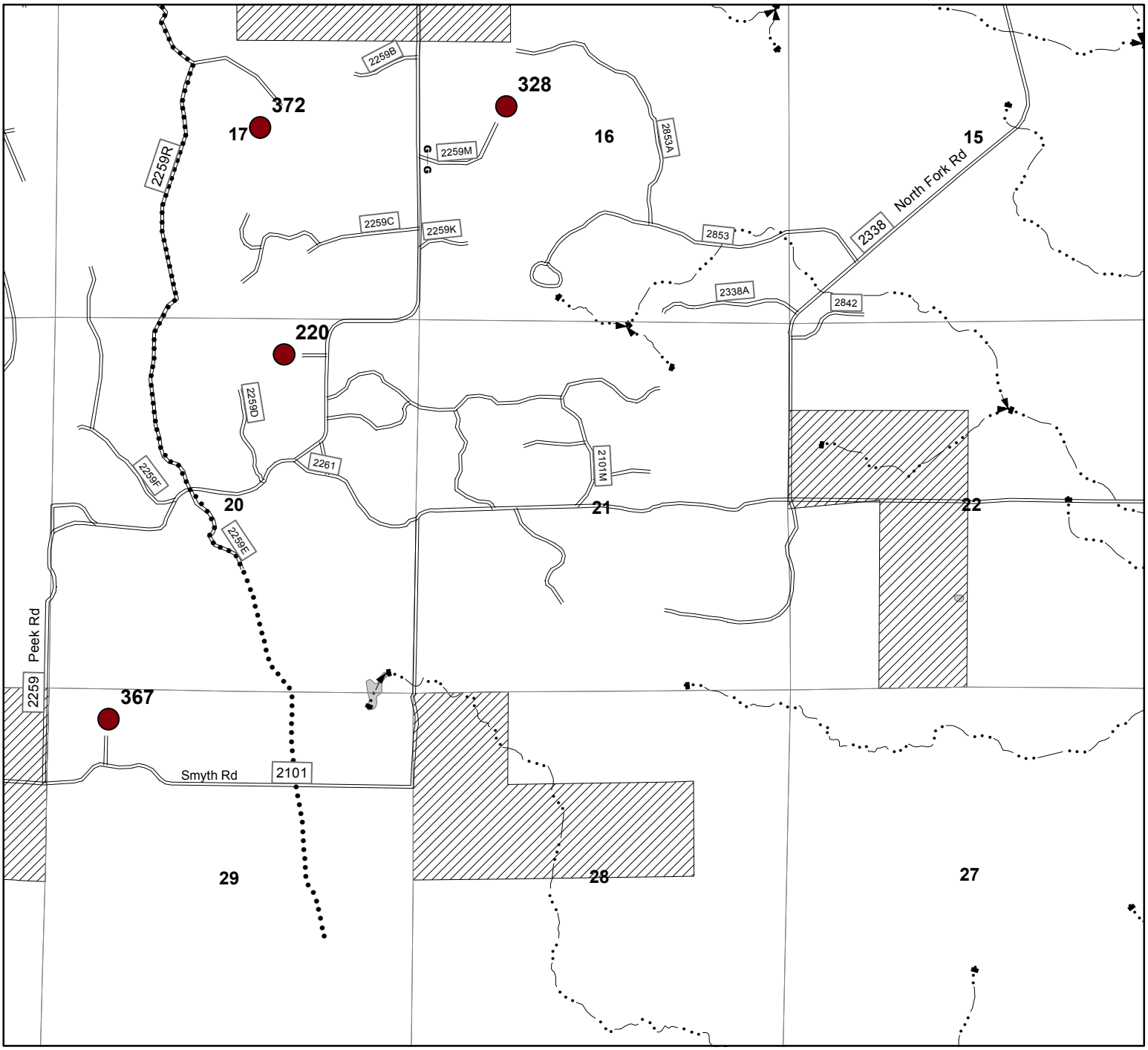
R-R-R Along All Forest Service Routes

NOTE: Landlines and payment unit boundaries are drawn to approximate scale.

AAA Oct '14

Sale Area Map

Sale Name: Jumanji Oak Salvage
National Forest: Chequamegon - Nicolet
Ranger District: Lakewood - Laona
Legal Description: T33N, R17E Sections 16, 17, 20 & 29



0 0.5 1 Miles

2178 Existing Road

Oak Wilt Infection Cluster to be Treated

Snowmobile/Rec Trail

R-R-R Along All Forest Service Routes

NOTE: Landlines and payment unit boundaries are drawn to approximate scale.

AAA Oct '14

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name :	Jumanji Oak Salvage	**Type of Contract :**	Premeasured
National Forest :	Chequamegon/Nicolet	**Ranger District :**	Lakewood/Laona
Bidding Method :	Sealed Bid		
Location to Receive Offers :	Laona District Office		
Date : 11/17/2014	**Time :** 02:00 PM		

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

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

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

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

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

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

The Jumanji Oak Salvage Sale has multiple oak infestation clusters in northeast Oconto and northeast Langlade Counties. The locations of the Langlade County sites are southwest of Boulder Lake at T31N, R15E Section 29. The larger group of infestations are in northeast Oconto County at T33N, R16E Sections 2 & 12 and T33N, R17E Sections 4, 5, 7, 12, 16, 17, 18, 19, 20 & 21.

4. QUANTITIES AND RATES. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, offerors are urged to examine the contract area and make their own estimates.

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

Mandatory Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure: Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mandatory Timber Cutting Units :							
Oak	Sawtimber	CCF	630.00	$1.00	$100.28	$0.00	$1.64
Hardwood - Other	Pulpwood	CCF	492.00	$1.00	$23.69	$0.00	$1.64
	TOTAL	CCF	1,122.00			$0.00	$1,840.08

Optional Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure: Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Not Applicable

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

5. PERIOD OF CONTRACT. The normal operating season covers the period between 11/17 and 03/15.
Contract termination date is 03/15/2015. Extensions of this contract may be granted only when the contractor has met specified conditions.
Upon acceptance by the Forest Service, the technical proposal is a binding part of the contract and shall include, but is not limited to, plan periods for and methods of work activities. The Contractor must also submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations does not require concurrence of the Forest Service.

6. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in K(T)-G(T).9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total offer value for included timber, rounded up to the nearest $100 when the total offer value is $10,000 or less; and rounded up to the nearest $1000 when the total offer value exceeds $10,000; or $7600, whichever is greater.

8. SPECIFIED ROADS. Not Applicable.

9. ROAD MAINTENANCE. Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained

and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision K(T)-F(T).3.2# in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE CONTRACTS. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. 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;

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. Corporations submitting an offer under this solicitation must include form AD-3030-FS, Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at:
http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms.

This sale is in urgent need of harvesting, an extension or contract term adjustment may be granted on other Forest Service sale(s) to the purchaser of this sale.

a. The specific geographic tributary area that would apply for the granting of extensions or adjustments on existing sales is (List geographic area: other National Forests can be used upon written agreement by the Forest Supervisor(s)).

b. Purchaser must show how logging this sale will impact operations on existing sales.

c. Specific classes of sales that would not receive consideration for extension or adjustment are (List - such as salvage or insect damage sales) .

d. The calculation of the number of days of contract term adjustment or extension a purchaser would receive would depend upon a case-by-case review and reflect the time lost by logging the sale urgently requiring harvesting.

No hauling is permitted on the Snowmobile Trail on weekends starting on noon on Friday through midnight on Sunday or on Federal Holidays. During the snowmobile season, the purchaser shall keep the snowmobile trail reasonably free of equipment and logging debris. In addition, the road/trail surface shall be kept snow covered and to the extent possible, maintain at least 4 inches of packed snow. Purchaser's operations shall facilitate safe snowmobile use. No decking of wood shall be allowed within 200 feet of hills or curves where they may obscure oncoming traffic on the snowmobile trail. Unless releaved in writing by the Forest Service, Purchaser shall post Traffic/safety signs at appropriate locations.

Unless otherwise agreed, use of Forest Service roads shall be only during surface firm or frozen conditions and no hauling shall be allowed between March 15 and April 30.

Within a strip 10 feet in width, measured from the boundary line along other ownership, all slash resulting from Purchaser's operations shall be removed.

Within a strip 10 feet in width, measured from the edge of clearing along Waubee Lake Rd, Riverside Dr, County Highway F, Smyth Rd and Peek Rd, all slash resulting from Purchaser's operations shall be removed. In an addtional 90 feet, out to 100, all slash resulting from Purchaser's operations shall be lopped and scattered so as to lie within 2 feet of the ground.

Unmerchantable pieces of wood can support the oak wilt pathogen. Slash disposal is a critical part of the infection control. As operations proceed, all slash resulting from the purchaser's operations shall be lopped and scattered so as to lie within 2 feet of the ground. All wood not meeting merchantability standards, down to 4 inches DIB, shall be cut into lengths of 24 inches or less. Other methods such as whole tree processing, may be approved by the contracting officer.

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 AT17 - Market Related Contract Term Addition Producer Price Index for this sale is Hardwood Lumber Index. 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.

In order to close roads as required, Purchaser shall, at locatoins designated by the Sale Administrator, construct two mounds at 75 foot intervals with scattered slash and logging debris between the mounds. Mounds shall be at least four feet in height and shall be made with dirt mixed with rocks, stumps, logs, root-wads, or slash and shall be constructed without creating a defined trench.

Approaches to Surfaced Roads: Purchaser 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.

Equipment Cleaning: Unless the entire Sale Area is already infested with specific noxious weed species of concern, Purchaser shall ensure that prior to moving on to the Sale Area all Off-Road Equipment, which last operated in areas known by Forest Service to be infested with specific noxious weeds of concern, is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. Purchaser shall certify in writing that Off-Road Equipment is free of noxious weeds prior to each start-up of timber sale operations and for subsequent moves of equipment to Sale Area. The certification shall indicate the measures taken to ensure that Off-Road Equipment is free of noxious weeds. "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles. A current list of noxious weeds of concern to Forest Service is available at the Forest Supervisor's Office.

Purchaser must clean Off-Road Equipment prior to moving between cutting units on this timber sale that are known to be infested with noxious weeds and other units, if any, that are free of such weeds. Sale Area Map shows areas, known by Forest Service prior to timber sale advertisement, that are infested with specific noxious weed species of concern.

Purchaser shall employ whatever cleaning methods are necessary to ensure that Off-Road Equipment is free of noxious weeds. Equipment shall be considered free of soil, seeds and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools are not required.

Purchaser shall notify Forest Service at least 5 days prior to moving each piece of Off-Road Equipment on to the Sale Area, unless otherwise agreed. Notification will include identifying the location of the equipment's most recent operations. If the prior location of the Off-Road Equipment cannot be identified, Forest Service may assume that it was infested with noxious weed seeds. Upon request of Forest Service, Purchaser must arrange for Forest Service to inspect each peice of Off-Road Equipment prior to it being placed in service.

If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to a new unit that is free of noxious weeds, Purchaser and Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.

New infestations of noxious weeds, of concern to Forest Service and identified by either Purchaser or Forest Service on the Sale Area, shall be promptly reported to the other party. Purchaser and Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. In the event of contract modification under this Subsection, Purchaser shall be reimbursed for any additional protection required, provided that any work or extra protection required shall be subject to prior approval by Forest Service. Amount of reimbursement shall be determined by Forest Service and shall be in the form of a reduction in stumpage rates, unless agreed otherwise in writing. However, in no event may stumpage rates be reduced below Base Rates.

The successful offeror shall register in the Central Contractor Registration (CCR) at www.ccr.gov.

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

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

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

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

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

OR

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

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

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

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

(ii.) Three copies of the technical proposal.

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

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

EVALUATION, NEGOTIATION AND AWARD PROCESS

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

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

EVALUATION CRITERIA

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

Factor	Approximate Weight
A. Price	50%
B. Technical Approach	25%
1. Plan of Operations	
2. Quality Control	
3. Contract Manager and On-the-Ground Supervisor(s)	
4. Equipment	
5. Production Capability	
C. Capability and Past Performance	25%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	0%
E. Other	0%

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

Price proposals will not be scored.

POSTAWARD DEBRIEFING OF OFFERORS

(a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.

(2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.

(3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.

(4) (i) Untimely debriefing requests may be accommodated.

(ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.

(b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

(c) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

(d) At a minimum, the debriefing information shall include-

(1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

(2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;

(3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and

(6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

(e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including-

(1) Trade secrets;

(2) Privileged or confidential manufacturing processes and techniques;

(3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and

(4) The names of individuals providing reference information about an offeror's past performance.

(f) An official summary of the debriefing shall be included in the contract file.

Jumanji Oak Salvage UC5

UC5: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA * PAGE 20
FOR CUT TREES ONLY
CRUISE#: 40245 SALE#: 40245
SALENAME: Jumanji Oak Salvage VERSION: 07.02.2014
RUN DATE & TIME: 10-24-2014 11:15:14 VOLUME LIBRARY VERSION: 07.02.2014

UNIT	SPECIES	TOTAL EST. # OF TREES	EST. # OF TREES	SAWTIMBER (PROD = 01 UM = 01, 03) ** GROSS VOLUME ** BDFT	CUFT	** NET VOLUME ** BDFT	CUFT	NON-SAWTIMBER (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES) *** GROSS *** BDFT	CUFT	*** NET *** BDFT	CUFT	CORDS
1	125	2	0	0	0	0	0	0	17	0	17	0.15
1	129	5	0	0	0	0	0	0	21	0	21	0.30
1	316	126	0	0	0	0	0	0	930	0	923	11.04
1	318	6	0	0	0	0	0	0	16	0	16	0.00
1	541	12	0	0	0	0	0	0	73	0	73	0.60
1	762	3	0	0	0	0	0	0	110	0	110	1.40
1	833	2441	1957	365788	66245	347280	63013	0	48345	0	48026	611.25
1	951	6	0	0	0	0	0	0	16	0	16	0.00
UNIT 1	TOTAL	2600	1957	365788	66245	347280	63013	0	49527	0	49201	624.74

S U B T O T A L S

SPECIES	TOT EST # OF TREES	EST # OF TREES	SAWTIMBER ** GROSS VOLUME ** BDFT	CUFT	** NET VOLUME ** BDFT	CUFT	NON-SAWTIMBER GROSS BDFT	GROSS CUFT	NET BDFT	NET CUFT	CORDS
125	2	0	0	0	0	0	0	17	0	17	0.15
129	5	0	0	0	0	0	0	21	0	21	0.30
316	126	0	0	0	0	0	0	930	0	923	11.04
318	6	0	0	0	0	0	0	16	0	16	0.00
541	12	0	0	0	0	0	0	73	0	73	0.60
762	3	0	0	0	0	0	0	110	0	110	1.40
833	2441	1957	365788	66245	347280	63013	0	48345	0	48026	611.25
951	6	0	0	0	0	0	0	16	0	16	0.00
OVERALL TOTALS--	2600	1957	365788	66245	347280	63013	0	49527	0	49201	624.74

SOLICITATION AND OFFER FOR INTEGRATED RESOURCE CONTRACT

1. TIM ID: 40245	2. Date and Time for Receipt of Offers: 11/17/2014 02:00 PM	3. Opened By:	4. In the Presence of:

5. Contract Name: Jumanji Oak Salvage

6. National Forest: Chequamegon/Nicolet	7. Ranger District: Lakewood/Laona	8. Type of Offer: Best Value

9. To: (Title and address of Contracting Officer receiving offers)	10. Name of Newspaper:	11. Date Published:
District Ranger's Office Sale Officer 4978 Hwy 8 West Laona, WI 54541	The Northwoods River News	11/01/2014
	12. City:	13. State:
	Rhinelander WI 54501	Wisconsin

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

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

14. Timber Offer Information:

Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Rates Per Unit of Measure: Base Rate (e)	Advertised Rate (f)	Offer Rate (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Mandatory Timber Cutting Units								
Oak	Sawtimber	CCF	630.00	$1.00	$100.28		$0.00	N/A
Hardwood - Other	Pulpwood	CCF	492.00	$1.00	$23.69		$0.00	N/A
Only the Fixed Rate Applies.						**Fixed Rate**		
Not Applicable								
Optional Timber Cutting Units (Offering Optional):								
Not Applicable								
Only the Fixed Rate Applies.						**Fixed Rate**		
Not Applicable								

15. Stewardship Project Offer Information:

Project Number (a)	Project Description (b)	Unit of Measure (c)	Estimated Quantity (d)	Rate per Unit (e)	Total Offer (d) x (e) (f)

Mandatory Stewardship Projects - Offeror must complete columns (e) and (f):

Not Applicable

Optional Stewardship Projects (Offering Mandatory) - Offeror must complete columns (e) and (f):

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 14.)

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

a. That the Offeror [ ] has, [ ] has not participated in a previous contract subject to the provision of section 202 of Executive Order 11246 (Non-discrimination in Employment) of 9/24/65, as amended; and that the Offeror [ ] has, [ ] has not submitted required compliance reports under such previous contracts.

b. That the Offeror together with its affiliates employs the following number of persons and is classified as:
[ ] 1-25 [ ] 26-500 [ ] Over 500 **and** a: [ ] Manufacturer [ ] Nonmanufacturer of sawtimber

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

a. By submission of this offer each offeror also certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this contract:
(i) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, as to any matter relating to such prices with any other Offeror or with any potential competitor;
(ii) The prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening of offer, directly or indirectly to any other Offeror or to any potential competitor; and
(iii) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a 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, cord-wood, or primary products derived from included timber may not be transported from Alaska without Regional Forester approval. (See instruction 12.)

24. CERTIFICATION OF NON-AFFILIATION:
Not applicable.

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

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

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

Name of Offeror: (Type or Print)	By: (Signature in ink)	
Tax Identification No. :	Title: (Type or Print)	Date:

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

Public reporting burden for this collection is estimated to be 53 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Under the Paperwork Reduction Act of 1995, an agency shall not conduct or sponsor, and no persons are required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection of information is 0596-0066.

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

Receipt for Returned Deposits:

Check Number_____ in the amount of $_____dated _____ was returned to

_____

Signature: _____ Date:_____

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 into each block of the 'Offer Rate' column (block 14g) for all material subject to offering and blocks 15e and 15f for the cost stewardship projects and all fill-in blocks, 16b, 18, and 25, completed. 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. The 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

l. 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 conservation projects.

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

lV. 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.

(ii) Capability and Past Performance

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

ll. 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.

lll. 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 Lake States Area. 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 15e and a total offer in Block 15f for 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 envelop addressed to the designated receiving officer. The envelop 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 approximately equal to 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, and/or 25 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 in-formation, 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 contract.

Covered Transactions: A primary or lower tier covered transaction. A primary covered transaction is any non-procurement transaction between an agency and a person. A lower tier covered transaction is any transaction between a participant and a person other than a procurement contract, unless the procurement contract is greater than $25,000.

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

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

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

12. CERTIFICATION OF COMPLIANCE WITH EXPORT RESTRICTIONS: Certain restrictions on

the purchase and export of unprocessed logs cut from National Forest timber apply in various parts of the country. Pursuant to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.), the Offeror acknowledges that the Offeror is aware of the applicable export restrictions. The Offeror is aware that these restrictions affect the disposition of the included timber and is aware that the restrictions may reduce the potential value of the timber.

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

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

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

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

The Offeror agrees by submitting this offer that, should the proposed contract transaction be entered into, it shall not knowingly enter into any subcontractor transaction (lower tier covered transaction) with a person who is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded 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 7 CFR 3017.335 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, debarred, suspended, ineligible, or voluntarily excluded 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 the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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 sub-contractor transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this contract, in addition to other remedies available to the Federal Government, the Forest Service may terminate this contract for cause or default and/or pursue suspension and/or debarment. The instructions and certification follow:

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

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

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

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

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

5. The subcontractor agrees by submitting this certification that, should the proposed subcontract be entered into, it shall not knowingly enter into any other subcontract with a person who is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded 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 sub-contracts and in all solicitations for its subcontracts.

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

Contract Name: Jumanji Oak Salvage

National Forest: Chequamegon/Nicolet

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

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

Name of Subcontractor: _____

Business Address: _____
_____
_____

_____ _____
Date Signature

ATTACHMENT 1

TECHNICAL PROPOSAL – 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. Contractors Name, Address & Telephone No. email address: _____	2. Type of Business __Corporation __ Partnership __ Individual __ Non-Profit __ Limited Liability Company

A. Technical Approach and Contract Management:

a. Describe your plan of operation for the timber removal, including a timeline and the rationale for work activities to ensure all contractual work will be completed by the termination date.

b. Describe your plan of operation for the stewardship project work, including a timeline and the rationale for work activities to ensure all contractual work will be completed by the termination date.

c. Describe your quality control plan for timber removal and product disposal certification.

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 Performance. 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: __yes __no

c. The name, present position and years of experience of your contract manager and on-the-ground supervisor.

d. Names, present positions and years of experience of your subcontractor's.

e. Project (Location): _____

Contract Amount $_____ Period of Performance_____

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

_____

_____

_____

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

_____

_____

_____

f. Project (Location): _____

Contract Amount $_____ Period of Performance_____

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

_____

_____

_____

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

_____

_____

_____

g. Project (Location): _____

Contract Amount $_____ Period of Performance_____

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

_____

_____

_____

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

_____

_____

_____

Have you ever failed to complete any work awarded to you?___yes ___no

If "yes" to the question above, specify location(s) and reason(s) why

C. Utilization of Local Workforce. Geographical Proximity

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

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:** Lakewood/Laona

Sale Name: Jumanji Oak Salvage Steward **Bid Date:** 11/17/14

Bidder Name: _____

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

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

( ) Unknown
( ) Cash
( ) Letter of Credit
( ) Corporate Surety
Name _____
Address _____
City/State/Zip _____
( ) Assignment of Savings
( ) Assignment of Certificate of Deposit
( ) Negotiable Securities

For the Payment Guarantee coverage (check one):

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

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

( ) Unknown
( ) Letter of Credit
( ) Corporate Surety
Name _____
Address _____
City/State/Zip _____
( ) Assignment of Savings
( ) Assignment of Certificate of Deposit
( ) Negotiable Securities

This form is available electronically.

Form Approved – OMB No. 0505-0025
Expiration Date: 02/29/2016

AD-3030-FS

U.S. DEPARTMENT OF AGRICULTURE

REPRESENTATIONS REGARDING FELONY CONVICTION AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

Note: You only need to complete this form if you are a corporation. A corporation is any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, or the U.S. Virgin Islands. Corporations include both for profit and non-profit entities.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552(a), as amended). The authority for requesting the following information is sections 433 and 434 of the Consolidated Appropriations Act, 2012, P.L. 112-74, and subsequent similar provisions. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status.

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

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

4A. Has the Applicant been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of application? ☐ YES ☐ NO

4B. Has any officer or agent of Applicant been convicted of a felony criminal violation for actions taken on behalf of Applicant under Federal law in the 24 months preceding the date of application? ☐ YES ☐ NO

4C. Does the Applicant have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability? ☐ YES ☐ NO

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

PART B – SIGNATURE

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

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