1. Contract Number:	2. Date and Time for Receipt of Offers: August 13, 2015 10:00 AM	3. Opened By:	4. In the Presence of:

5. Contract Name: **Westside Plantation Stew**

6. National Forest: Shasta-Trinity	7. Ranger District: Hayfork	8. Type of Offer: Best Value

9. To: (Title and address of Contracting Officer receiving offers)	10. Name of Newspaper:	11. Date Published:
Shasta-Trinity NF – Headquarters Office Contracting Officer 3644 Avtech Parkway Redding, CA. 96002	Record Searchlight	June 29, 2015
	12. City: Redding	13. State: California

INSTRUCTIONS TO CONTRACTING OFFICER: Complete applicable blanks before sending to prospective Offeror s. 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, g, h, i & k; 15a, b, c, & d; 16a; 20; and 26; and instructions 2, 6, and 12 for all contracts. Strike out spaces for entries in one or more of columns 14e, g, or h, 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)	Base Rate (e)	Minimum Acceptable Rate (f)	Additional Deposits for Slash Disposal (g)	Base Indices (h)
				Rates Per Unit of Measure			
Mandatory Timber Cutting Units:							
Combined Softwood	Sawtimber	TON	33,106.00	$0.31	$6.82	$0.58	N/A

Minimum Acceptable Total Offer for Mandatory Timber Cutting Units, 14(i)	**$ 225,782.92**
Offeror 's Total Offer for Mandatory Timber Cutting Units 14(j) 1/	**$**

1/ Total Value Offerding: Forest Service to determine proportionate rates for Species and Products.

Only the Fixed Rate Applies.					**Fixed Rate**		
	Not Applicable						

Optional Timber Cutting Units (Offering Optional):

	Not Applicable						

1/ Total Value Offer: Forest Service to determine proportionate rates for Species and Products.

15. Stewardship Project Offer Information

Project Number (a)	Project Description (b)	Unit of Measure ©	Estimated Quantity (d)	Rate per Unit (e)	Total Offer (d) x (e) (f)
Mandatory Stewardship Projects – Offeror must complete columns (e) and (f):					
001	Limb tops of trees, sort limbs from tops, pile limb slash, and deck top.	Each	31	$	$
Optional Stewardship Projects (Offer Mandatory) - Offeror must complete columns (e) and (f): for Brush Cutting AND Machine Piling, OR Mastication					
	Not Applicable				

16. OFFER GUARANTEE: Inapplicable

17. 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.

17a. 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 antitrust 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.

Offeror s that cannot certify this block, in whole or in part, shall submit an explanation with their offer. (See instruction 16.)

17b. 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

18. 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 offer 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 offer 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. A 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.

19. ROAD CONSTRUCTION OPTION: [ ] Check box if Bidder is a small business and wishes to have Forest Service construct all specified roads. You may not change an election once made. Failure to mark box constitutes agreement to build roads. Election may not be changed subsequent to time set for opening bids. (See also instructions 10, 11, and 12.)

20. 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 8 of the Instructions to Offeror s portion of this form.

21. DOWNPAYMENT: Inapplicable

22. 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. Offeror s 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.

23. 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.

24. 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.

25. 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 14.)

26. CERTIFICATION OF NON-AFFILIATION: Inapplicable

27. 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 8 and 13.):

Full Name of All Partners & Affiliates (Type or Print)	Tax Identification Number

Before signing this offer, review the attached Instructions to Offeror s and fill in the applicable blanks in boxes 14j, 14l, 15e, 15f 16b, 17b, 19, and 27.

Name of Offeror : (Type or Print)	By: (Signature in Ink)	
Tax Identification No.	Title: (Type or Print)	Date:
Business Address (Include Zip Code) (Type or Print)		

Public reporting burden for this collection is estimated to be 130 minutes 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 Offeror s 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 a proposal is considered for award, the Offeror is 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 techinical proposal will become a binding part of this contract.

2. PREPARATION OF PROPOSALS: Offers shall be manually signed, with prices entered in block 14j for timber values and blocks 15e and 15f for the stewardship projects and all fill-in blocks, 16b, 17b, 19, and 27, 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. 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) **Organizational Experience** Experience is the opportunity to learn by doing. Describe your and your subcontractor's organizational experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective contract.

(ii) **Organizational Past Performance** Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. Provide references and other sources of information for you and your subcontractors related to past performance, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases.

(iii) **Local Community Economic Enhancement** Describe your ability to enhance local and small business employment. Identify how you intend to utilize local hires and subcontractors. Identify where you intend to deliver logs. Local is defined as an address for normally doing business in **Trinity, Shasta, Tehama, Humboldt, and Siskiyou** Counties. Identify your and your subcontractor's status as a small business concern. A small business concern is a concern primarily engaged in the logging or forest products industry, is independently owned and operated, is not dominant in its field of operation, and together with its affiliates, does not employ more than 500 persons.

(iv) **Understanding the Government's Requirements** Include the following information:

(A) the names and resumes of your contract manager and on-the-ground supervisor.
(B) a plan of operation for both timber removal and stewardship project work, including a timeline and the rationale for work activities to ensure all contractual work will be completed by the termination date.
(C) a quality control plan for both the harvesting and the stewardship projects.
(D) the equipment you propose to use to accomplish this contract.
(E) your production capability to accomplish this contract within the time allowed.

b. **Price Proposal**. All Offeror must furnish a total price value in Block 14j for the mandatory timber cutting units. If an offer is entered for the optional timber cutting units in Block 14l, timber removal will be required. In addition, Offerors must enter a rate per unit in Block 15e and a total price in Block 15f for the mandatory and optional stewardship projects and may provide a separate price proposal that, as a minimum, contains a breakdown of the person hours, equipment, materials, overhead, profit and any other direct and indirect costs that substantiate the offeror's submitted prices.

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 Offeror s: (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. OFFER GUARANTEE: Inapplicable

6. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT:

a. AWARD DETERMINATION: Award will be made to the offeror whose offer provides the best value to the government, considering price and the non-price factors listed below. Non-price evaluation factors, when combined, ***approximately equal to cost or price***

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 judgment as to whether or not reduced risk of performance is worth the additional cost. In some cases this will result in award to a lower-ranked but lower-priced offer; in other cases the result will be award to a higher-ranked but higher-priced offer.

b. EVALUATION FACTORS

Acceptability of the Offer The Government will determine the acceptability of each offer on a pass or fail basis. An offer is acceptable when it manifests the offeror's assent, without exception, to the terms and conditions of this solicitation, including attachments. **If an offeror takes an exception to any of the terms and conditions of the solicitation, then the Government will consider its offer to be unacceptable.**

Capability of the Offeror The Government will assess the capability of each offeror on the basis of the following criteria which are of approximately equal value: (i) Organizational Experience, (ii) Organizational Past Performance, (iii) Local Community Economic Enhancement, and (iv) Understanding of the Government's requirements. The Government will not assess capability on a pass/fail basis, but will use its assessments of capability as a basis for comparing offerors to determine best value.

(i) Organizational Experience. Experience is the opportunity to learn by doing. The Government will evaluate each offeror's organizational experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective contract. The Government will not evaluate an offeror's organizational experience on the basis of the personal experience of the offeror's key personnel. However, the Government will consider the extent to which the offeror's key personnel have worked together in the past. The Government will evaluate the organizational experience of the offeror's proposed key subcontractors.

(ii) Organizational Past Performance. Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. The Government will contact some of each offeror's customers to ask whether or not that: (1) that the offeror was capable, efficient, and effective; (2) the offeror's performance conformed to the terms and conditions of its contract (specifications); (3) finished within the contract time; (4) the offeror was reasonable and cooperative during performance; and (5) the offeror was committed to customer satisfaction. In evaluating past performance, the Government will contact some of the references provided by the offeror and other sources of information, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases. The Government may evaluate the organizational past performance of the offeror's proposed key subcontractors.

(iii) Local Community Economic Enhancement. The ability of Offerors to enhance local and small business employment opportunities will be evaluated based upon the following sub-criteria. “Place of operation” is defined as the Contractor’s address for normally doing business on a year-to-year basis. Local is defined as **Trinity, Shasta, Tehama, Humboldt and Siskiyou** Counties:

(A) Local Hires. Offerors who submit the greatest number of local hires having a permanent place of operation closest to the work site will be given a higher rating.

(B) Prime Contractor. Offerors whose permanent place of operation is closest to the work site will be given a higher rating.

(C) Subcontractors. Offerors who submit the greatest number of subcontractors having a permanent place of operation closest to the work site will be given a higher rating.

(D) Small Businesses. Offerors who are small businesses or utilize local small business sawmills will be given a higher rating. A small business concern is a concern primarily engaged in the logging or forest products industry, is independently owned and operated, is not dominant in its field of operation, and together with its affiliates, does not employ more than 500 persons.

(iv) Understanding of the Government's Requirements. The Government will evaluate each offeror's relative understanding of the Government's requirements on the basis of its written Technical Proposal addressing the following subfactors:

(A) Plan of Operations. Offeror’s plan of operations for both timber removal and stewardship project work, including its timeline and the rationale for work activities to ensure all contractual work will be completed by the termination date.

(B) Quality Control Plan. Offeror’s quality control plan for both the harvesting and the stewardship projects.

(C) Supervision. Qualifications of Offeror’s contract manager and on-the-ground supervisor.

(D) Equipment. Capability of the equipment Offeror proposes to use to accomplish this contract.

(E) Production Capability. Offeror’s production capability to accomplish this contract within the time allowed.

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.
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 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.

7. DOWNPAYMENT: Inapplicable

8. DAMAGES: Offeror acknowledges that this contract shall be terminated for breach pursuant to blocks 17, 17a, 17b, 20, 22, 25, 26, and/or 27 of this offer form and the terms of the sample contract if: (a) the Offeror fails to execute a stewardship contract or furnish a satisfactory performance bond, within the number of days listed in block 20, 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 terms of the sample contract.
Offeror 's failure to execute and return this contract, or to provide the performance bond, within 30 days of the date of Contracting Officer's letter of award constitutes a breach of the contract. Offeror 's failure to correct the breach within any additional time set by Contracting Officer constitutes a repudiation and breach of the contract and terminates the contract without further action by Contracting Officer. 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 offeror s 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 offer 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, on deposits required at award. 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.

9. 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.

10. 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 Offeror '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.

11. 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. A Offeror who does elect acknowledges that Offeror is aware of and agrees to the conditions stated in instruction 10 and that the Offeror is a small business concern.
If you wish to elect Government construction, you must so indicate in block 19 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.

12. ELECTION OF ROAD OPTION: Not applicable.

13. 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: a Small Business is a concern that: (1) is primarily engaged in the logging or forest products industry; (2) is independently owned and operated; (3) is not dominant in its field of operation; and (4) together with its affiliates, does not employ more than 500 persons.

14. 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.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS-CONTRACT TRANSACTIONS: The inability of a person to provide the certifications in block 17a 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.

16. SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Pursuant to 7 CFR 3017.510 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 subcontractor 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 subcontracts and in all solicitations for its subcontracts.

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

Contract Name: _____

National Forest: _____

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

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

Name of Subcontractor: _____

Business Address: _____
_____
_____

_____ _____
Date Signature