

## **NATIONAL FOREST TIMBER FOR SALE**

### **CHEQUAMEGON/NICOLET NATIONAL FOREST**

The LaFave RGMA Stewardship Contract is located within T33N, R17E, Sections 23 & 26, Oconto County, WI. The Forest Service will be accepting sealed bids at the Lakewood/Laona Ranger District, Laona Office 4978 Hwy 8 West, Laona, WI 54541 at 2pm local time on Tuesday, August 4<sup>th</sup>, 2015 for an estimated 8 CCF of Mixed Hardwood sawtimber, 269 CCF of Pine sawtimber, 478 CCF of Aspen pulpwood, 1 CCF of Basswood pulpwood, 1 CCF of Fir, 144 CCF of Mixed Hardwood pulpwood and 153 CCF of Pine pulpwood marked or otherwise designated for cutting. There is an estimated 0.5 miles of temporary road construction. In addition, there is an estimated 8 acres of annosum stump treatments and 37 acres of natural aspen site prep, both identified as a Mandatory Stewardship Service Items that must be performed under the contract. Bid for sawtimber, pulpwood, and service items will be at fixed rates and must be accompanied with a technical proposal. The Forest Service reserves the right to reject any and all bids. Interested parties may obtain a prospectus, bid form, and complete information concerning the contract, the conditions of sale, and submission of bids from the Lakewood, Laona or Rhinelander Forest Service offices. Interested parties that would like information regarding this contract should contact Mark Dilley at (715) 276-6333. 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  
715-276-6333 Voice & TTY  
715-276-3594 FAX**  
**Laona Office  
4978 Hwy 8 West  
715-674-4481 TTY  
715-674-2545 FAX**

**File Code:2430**

**Date: July 4<sup>th</sup>, 2015**

Dear Prospective Bidder,

On Tuesday August 4<sup>th</sup>, 2015 at 2:00 PM, sealed bids will be opened in the Lakewood/Laona Ranger District, Laona Office 4978 Hwy 8 West, Laona, WI 54541 for the LaFave RGMA Stewardship Contract. This project is located approximately 9 miles east of Lakewood, WI on the Lakewood/Laona Ranger District of the Chequamegon/Nicolet National Forest. Integrated Resource Timber Contract 2400-13T will be used because the contractor is required to both harvest timber and perform service work. The termination date for this sale is September 30, 2018. Interested parties that would like additional information relating to the stewardship work should contact Mark Dilley at (725) 276-6333.

There is approximately 0.5 miles of temporary road construction. A cost of \$2500.00 has been allowed in the appraisal for this work.

The estimated timber quantities in this contract have been determined prior to felling. The total estimated quantity of timber for harvest 1,054 CCF. The stewardship work is to perform Treatment of Stumps (TOS) for the annosum fungus and Natural Aspen Site Prep (cutting submerchantable stems >1" DBH). Both the payment for the Timber and the charge for the stewardship work are biddable items. The Forest Service encourages potential bidders to make their own inspection and estimate prior to bid submissions. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the following quantity estimates:

**Estimated Quantities and Rates per Unit of Measure for Timber to be Harvested**

Species	Product	Unit of Measure	Estimated Quantities	Advertised Rates	Base Rates	Required Slash Disposal	Road Maintenance
Mixed Hardwood	Sawtimber	CCF	8.00	\$152.40	\$5.10	-0-	-0-
Pine	Sawtimber	CCF	269.00	\$85.50	\$3.29	-0-	-0-
Aspen	Pulpwood	CCF	478.00	\$37.90	\$1.98	-0-	-0-
Basswood	Pulpwood	CCF	1.00	\$7.15	\$1.17	-0-	-0-
Fir	Pulpwood	CCF	1.00	\$17.71	\$1.46	-0-	-0-
Mixed Hardwood	Pulpwood	CCF	144.00	\$33.22	\$1.88	-0-	-0-
Pine	Pulpwood	CCF	153.00	\$67.44	\$2.80	-0-	-0-
<b>TOTAL:</b>		<b>CCF</b>	<b>1, 054.00</b>				

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



Mandatory service work is described here:

**Project #1:**

Treatment of Stumps (TOS)- Within **Payment Unit 1**, treat the stumps of all live conifer trees cut by Contractor's operations that have a stump diameter larger than four inches. Treatment should be done as soon after tree felling as practical, preferably within one or two hours, but no later than 24 hours. There are **8** total acres to be treated in this project.

Treatment shall consist of:

- 1) Removing sawdust and other loose debris from the cut surface of the stump, including exposed wood surfaces on all sides; and
- 2) Applying either powder borax or approved liquid solution.

Contractor may apply either powder or liquid pesticide as follows:

**POWDER APPLICATION:** Apply enough borax to lightly cover stump surface, including exposed wood surfaces on all sides (approximately one pound borax per 50 square feet of exposed wood surface). Apply the material to all exposed wood surfaces. Stumps should be level and have no splinters for most effective use. Best method of application is to sprinkle the material salt-shaker style on the freshly cut stump surface. Care should be used during application to minimize off-site application of this material. A powder dye shall be added to the borax as an aid to ensure complete coverage.

**Project #2:**

Fall Residual Trees (FRT)- Within **Payment Units 2, 3, 7, 8 & 11 for a total of 37 acres**, treatment of residual trees shall consist of the following:

**Natural Aspen Site Prep**

Objective is to cut submerchantable hardwood stems (<5.0" DBH) in aspen regeneration units. Natural Aspen Site Preparation removes submerchantable trees that inhibit optimal aspen regeneration.

**Fall Residual Trees:** Fell all LIVE submerchantable (<5.0" DBH) hardwood trees six feet, or taller. All trees will be completely severed from the stump, at no more than 12 inches above the ground, and the cut face of the stump shall be no more than 15 degrees. Once felled, stems shall lie flat on the ground and shall not lie within riparian areas, stream courses, roads, or recreational trails.

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

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

If you wish further information on this project, the prospectus, or a bid form, please write or call Mark Dilley, at (715) 276-6333.

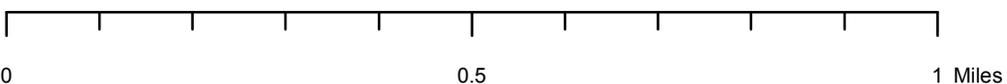
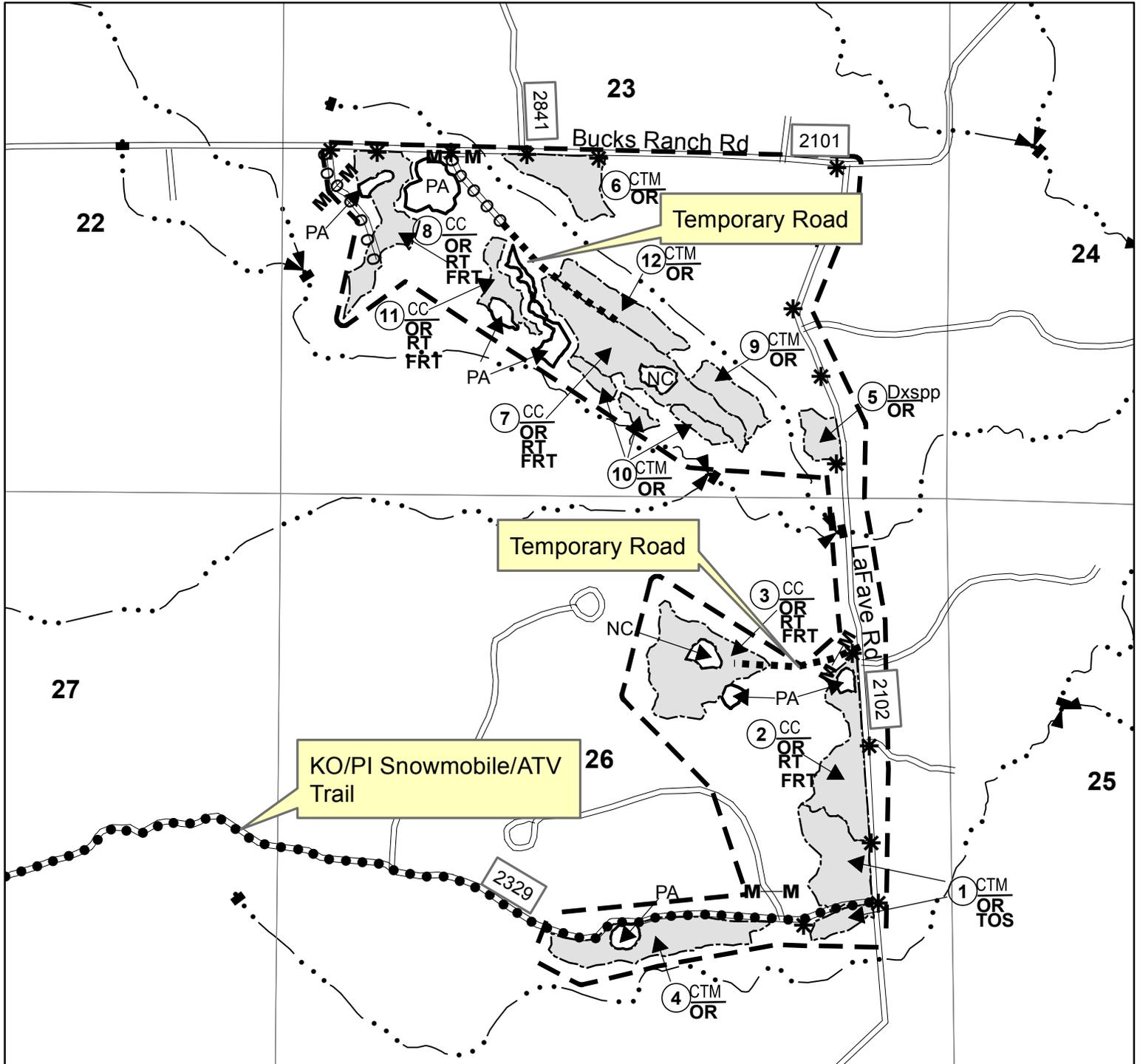
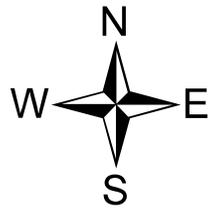
Sincerely,

JEFF SEEFELDT  
District Ranger

# Sale Area Map

Sale Name: LaFave RGMA  
 National Forest: Chequamegon - Nicolet  
 Ranger District: Lakewood - Laona  
 Compartments: 4035

T33N, R17E



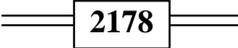
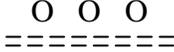
SDZ along LaFave Rd & Bucks Ranch Rd & FR 2329

Treatment of Stumps (TOS) in Payment Unit 1  
 LaFave Rd & Bucks Ranch Rd are Snowmobile/ATV Routes  
 AAA 4/15

R-R-R Along all Forest Service Routes  
 NOTE: Landlines and payment unit boundaries are drawn to approximate scale.

**LaFave RGMA Stewardship Sale  
Compartment 4035  
Lakewood/Laona District**

**LEGEND**

	Sale Area Boundary, BT1.1
	Payment Unit Boundary, BT1.1
NC	No Cutting
①	Payment Unit Marked Prior to Advertisement, BT1.1
RT	Reserve Trees, CT2.3#
PA	Protected Area, CT2.301#
CC	Clearcutting Unit, BT2.3, BT2.31, CT2.31
③ CTM	Payment Unit Marked Prior to Advertisement, BT2.35
③ DxSPP	Designated for Cutting, CT2.352#
	Existing/Improved Transportation System Road, BT5.12
	Specified Road Construction, BT5.2, AT9
	Specified Road Reconstruction, BT5.2, AT9
	Road to be Opened Prior to Use, BT5.1
KO	Keep Road or Trail Open, BT6.22
PI	Protect Improvement, BT6.22
	Protect Known Survey Monument and Marked Boundary Lines, CT6.23
OR	Operating Restriction, CT6.314#
SDZ(1)	Slash Disposal Zone, CT6.71#



Protect Streamcourse, Block Marks Upper Limit, BT6.5



Other Ownership



Closure Device is a Mound, CT6.63



Snowmobile/Hiking Trail



Temporary Road, BT5.1

TOS

Treatment of Stumps, CT6.41

FRT

Fall Residual Trees



Known Invasive Species Site

## INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

<b>Stewardship Contract Name :</b>	LaFave RGMA Stew	<b>Type of Contract :</b>	Premeasured
<b>National Forest :</b>	Chequamegon/Nicolet	<b>Ranger District :</b>	Lakewood/Laona
<b>Bidding Method :</b>	Sealed Bid		
<b>Location to Receive Offers :</b>	Laona District Office		
<b>Date :</b>	08/04/2015	<b>Time :</b>	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 LaFave Ruffed Grouse Management Area (RGMA) Sale is located in T33N, R17E Sections 23 & 26. There are 70 net acres and 270 gross acres in this sale.

**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
<b>Mandatory Timber Cutting Units :</b>							
Hardwood - Other	Sawtimber	CCF	8.00	\$5.12	\$152.07	\$0.00	\$0.00
Pine	Sawtimber	CCF	269.00	\$3.30	\$85.17	\$0.00	\$0.00
Aspen	Pulpwood	CCF	478.00	\$1.98	\$36.76	\$0.00	\$0.00
Basswood	Pulpwood	CCF	1.00	\$1.16	\$6.82	\$0.00	\$0.00
True Fir	Pulpwood	CCF	1.00	\$1.45	\$17.38	\$0.00	\$0.00
Hardwood - Other	Pulpwood	CCF	144.00	\$1.87	\$32.89	\$0.00	\$0.00
Pine	Pulpwood	CCF	153.00	\$2.81	\$67.11	\$0.00	\$0.00
	<b>TOTAL</b>	CCF	1,054.00			\$0.00	\$0.00

### 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							

### Total Value Bidding:

Prospective Contractors must submit bids for the timber portion of the contract in terms of the minimum acceptable total contract value. The Bid for Integrated Resource Contract (FS-2400-14BV) states minimum acceptable bid rates and estimated quantities of timber, together with the minimum acceptable total timber value. The advertised minimum acceptable total timber value is only for the biddable species, as listed on the offer form in the upper section of block 14. It does not include any non-biddable, fixed rate species listed in the middle section of block 14 titled "Only the Fixed Rate Applies." The offeror should enter the offer on the offer form only in terms of the total timber value. The Forest Service shall establish timber bid rates by species in the contract by multiplying each species' minimum acceptable bid rate by the bid increase percentage. Such rates will be rounded to the nearest cent. The bid increase percentage is the offeror's total timber value bid rate divided by the minimum acceptable total timber value. The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

If the contract includes optional timber cutting units and offeror elects to bid on those units, bids for optional units are entered on the lower section of block 14. By entering bids for optional timber cutting units on the lower section of the offer form, offeror is agreeing to harvest the optional timber units. Procedures for distributing bid premium are as described in the previous paragraph and total timber value becomes the sum of mandatory and optional timber units.

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$2,570.00 is included in total value.

**All of the mandatory stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed. 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 12/01 and 03/15.

Contract termination date is 09/30/2018. 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 \$4600, 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>.

The Forest Contracting Officer has determined that BT6.81 - Product Identification, is not applicable to this contract. This provision will be waived in writing at the time of contract award.

Corporations submitting an offer under this solicitation must include form AD-3030-FS Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants.

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 wood chips 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.

Purchaser's off road equipment (processors, forwarders, skidders, dozers) must be cleaned by the Purchaser and inspected for invasive weeds by the Forest Service prior to operations in the Sale Area. Equipment cleaning will be required upon initial entry and subsequent re-entries.

Purchaser is responsible for opening several roads identified on the Sale Map

**Temporary Road Closure:** In order to close temporary roads as required, Purchaser shall, at locations designated by the Sale Administrator, construct two mounds at 75 foot intervals. 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.

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 16 and May 15.

No hauling is permitted on the Snowmobile/ATV 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 released in writing by the Forest Service, Purchaser shall post Traffic/safety signs at appropriate locations.

Within a strip 10 feet in width, measured from edge of clearing along trails (FR2329) as shown on Sale Area Map, all slash resulting from Purchaser's operations shall be removed. Within an adjacent 40 foot strip out to 50 feet, all slash resulting from Purchaser's operations shall be lopped and scattered so as to lie within 2 feet of the ground.

Within a strip 10 feet wide measured from the edge of the opening along LaFave Road (FR2102) and Bucks Ranch Road (FR2101) as shown on the sale area map, all slash resulting from Purchaser's operations shall be removed. Within an additional 90' out to 100', all slash resulting from Purchaser's operations shall be lopped and scattered so as to lie within 2' of the ground.

Unless changed by written agreement, no operations shall be permitted within all Payment Units during the time period from 3/16 to 4/30. This is a spring break-up restriction. In Payment Units 1 and 4 no operations shall be permitted during the time period from 3/16 to 4/30 and 10/1 to 11/30. This is a spring break up and soils restriction. In Payment Units 8 and 10, no operations shall be permitted during the time period from 3/16 to 11/30. This is a spring break-up and soils restriction.

Payment unit boundaries are either marked with orange paint at DBH and below stump height or follow roads. Where boundaries have been marked with paint, the boundary trees are not to be cut.

Protected Areas, shown on the sale map as PA, shall be left uncut. These areas are identified on the ground by perimeter trees marked with a 2 or 3 dot orange paint mark above stump height and one mark below stump height. Unless otherwise agreed, no trees may be felled into such areas and wheeled and tracked equipment shall not be operated in such areas.

The successful offeror shall register in the Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov).

## INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

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

(1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

(2) - Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an

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

OR

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

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

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

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

(ii.) Three copies of the technical proposal.

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

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

#### EVALUATION, NEGOTIATION AND AWARD PROCESS

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

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

#### EVALUATION CRITERIA

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

<u>Factor</u>	<u>Approximate Weight</u>
A. Price	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%
Use form provided	

**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.

# LaFave RGMA Cruise Volumes:

UCS: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA \*  
 FOR CUT TREES ONLY  
 CRUISE#: 40186 SALE#: 40186  
 SALENAME: LaFave RGMA  
 RUN DATE & TIME: 07-01-2015 08:30:59

VERSION: 07.02.2014  
 VOLUME LIBRARY VERSION: 07.02.2014

UNIT	S	P	E	C	N	I	E	S	***** SAWTIMBER *****				***** NON-SAWTIMBER *****			
									(PROD = 01 UM = 01, 03)				(PROD NOT = 01 UM = 01, 02, 03)			
									(AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)							
TOTAL	EST.	EST.	# OF TREES	# OF TREES	** GROSS VOLUME **	** NET VOLUME **	** GROSS	** NET	** GROSS	** NET	CORDS					
					BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CORDS			
1 012	0	0	0	0	0	0	0	0	0	0	0	0	0.00			
1 094	319	101	5857	1298	1298	5857	1298	0	1924	0	1924	25.67				
1 095	87	25	2079	444	2079	444	0	0	521	0	450	5.64				
1 105	0	0	0	0	0	0	0	0	210	0	0	0.00				
1 125	539	228	17877	3750	17699	3720	0	3605	0	3605	42.02					
1 316	2	0	0	0	0	0	0	0	17	0	17	0.23				
1 318	1	0	0	0	0	0	0	0	8	0	8	0.08				
1 375	0	0	0	0	0	0	0	0	3	0	3	0.05				
1 743	1	0	0	0	0	0	0	0	11	0	11	0.16				
1 746	9	0	0	0	0	0	0	153	0	149	1.89					
1 762	0	0	0	0	0	0	0	0	1	0	1	0.00				
1 833	0	0	0	0	0	0	0	0	0	0	0	0.00				
1 951	0	0	0	0	0	0	0	0	0	0	0	0.00				
UNIT 1 TOTAL	959	355	25813	5492	25636	5462	0	6243	0	6167	75.75					
10 012	0	0	0	0	0	0	0	0	0	0	0	0.00				
10 094	15	1	82	18	82	18	0	97	0	97	1.19					
10 095	6	0	29	6	29	6	0	84	0	83	0.90					
10 105	4	0	0	0	0	0	0	98	0	94	1.29					
10 125	18	3	252	53	249	52	0	116	0	116	1.35					
10 316	36	0	0	0	0	0	0	327	0	327	4.46					
10 318	21	0	0	0	0	0	0	152	0	151	1.68					
10 375	9	0	0	0	0	0	0	75	0	75	1.06					
10 743	1	0	0	0	0	0	0	17	0	17	0.23					
10 746	13	0	0	0	0	0	0	237	0	230	2.94					
10 762	3	0	0	0	0	0	0	10	0	10	0.00					
10 833	3	0	0	0	0	0	0	21	0	21	0.19					
10 951	0	0	0	0	0	0	0	0	0	0	0.00					
UNIT 10 TOTAL	131	5	364	77	361	77	0	1234	0	1220	15.30					
11 012	0	0	0	0	0	0	0	0	0	0	0.00					

UCS: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA \*  
 FOR CUT TREES ONLY  
 CRUISE#: 40186 SALE#: 40186  
 SALENAME: LaFave RGMA  
 RUN DATE & TIME: 07-01-2015 08:30:59

VERSION: 07.02.2014  
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UNIT	S	P	E	C	N	I	E	S	***** SAWTIMBER *****				***** NON-SAWTIMBER *****			
									(PROD = 01 UM = 01, 03)				(PROD NOT = 01 UM = 01, 02, 03)			
									(AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)							
TOTAL	EST.	EST.	# OF TREES	# OF TREES	** GROSS VOLUME **	** NET VOLUME **	** GROSS	** NET	** GROSS	** NET	CORDS					
					BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CORDS			
11 094	37	12	871	185	864	184	0	218	0	218	2.91					
11 095	10	3	211	45	211	45	0	59	0	51	0.62					
11 105	0	0	0	0	0	0	0	0	0	0	0.00					
11 125	65	29	3651	704	3612	697	0	416	0	418	5.26					
11 316	98	22	968	209	955	206	0	851	0	850	11.12					
11 318	45	0	0	0	0	0	0	294	0	294	3.19					
11 375	19	0	0	0	0	0	0	129	0	129	1.91					
11 743	5	0	0	0	0	0	0	59	0	59	0.80					
11 746	54	0	0	0	0	0	0	678	0	664	8.31					
11 762	6	0	0	0	0	0	0	21	0	21	0.00					
11 833	6	0	0	0	0	0	0	15	0	15	0.00					
11 951	0	0	0	0	0	0	0	0	0	0	0.00					
UNIT 11 TOTAL	345	65	5701	1143	5641	1132	0	2739	0	2719	34.13					
12 012	0	0	0	0	0	0	0	0	0	0	0.00					
12 094	2	0	0	0	0	0	0	11	0	11	0.16					
12 095	1	0	0	0	0	0	0	4	0	4	0.03					
12 105	0	0	0	0	0	0	0	0	0	0	0.00					
12 125	3	0	0	0	0	0	0	19	0	19	0.22					
12 316	11	0	0	0	0	0	0	93	0	93	1.28					
12 318	6	0	0	0	0	0	0	42	0	42	0.46					
12 375	3	0	0	0	0	0	0	19	0	19	0.27					
12 743	16	0	0	0	0	0	0	198	0	196	2.69					
12 746	161	0	0	0	0	0	0	2569	0	2497	31.74					
12 762	1	0	0	0	0	0	0	3	0	3	0.00					
12 833	1	0	0	0	0	0	0	2	0	2	0.00					
12 951	0	0	0	0	0	0	0	0	0	0	0.00					
UNIT 12 TOTAL	205	0	0	0	0	0	0	2961	0	2886	36.86					
2 012	0	0	0	0	0	0	0	0	0	0	0.00					
2 094	130	81	8353	1703	8221	1679	0	876	0	876	10.83					
2 095	31	14	1113	237	1113	237	0	246	0	208	3.20					

UCS: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA \*  
 FOR CUT TREES ONLY  
 CRUISE#: 40186 SALE#: 40186  
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 RUN DATE & TIME: 07-01-2015 08:30:59

VERSION: 07.02.2014  
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U N I T S	S P E C I E S	TOTAL		***** SAWTIMBER ***** (PROD = 01 UM = 01, 03)				***** NON-SAWTIMBER ***** (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)				C O R D S	
		EST.	EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***		*** NET ***			
		# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT		
2	105	7	0	0	0	0	0	0	167	0	160	2.19	
2	125	293	230	45274	8269	44774	8183	0	1795	0	1829 R	28.68	
2	316	60	0	0	0	0	0	0	628	0	626	8.37	
2	318	35	0	0	0	0	0	0	307	0	302	3.50	
2	375	18	0	0	0	0	0	0	179	0	179	2.40	
2	743	25	0	0	0	0	0	0	336	0	331	4.56	
2	746	262	0	0	0	0	0	0	4560	0	4419	56.47	
2	762	4	0	0	0	0	0	0	15	0	15	0.00	
2	833	7	0	0	0	0	0	0	90	0	90	1.06	
2	951	0	0	0	0	0	0	0	0	0	0	0.00	
UNIT	2	TOTAL	872	324	54740	10210	54108	10099	0	9197	0	9034	121.27
3	012	0	0	0	0	0	0	0	0	0	0	0.00	
3	094	119	53	6457	1294	6335	1271	0	779	0	779	9.52	
3	095	35	7	580	124	580	124	0	395	0	375	4.48	
3	105	18	0	0	0	0	0	0	412	0	395	5.40	
3	125	246	168	40672	7263	40248	7190	0	1438	0	1469 R	23.97	
3	316	102	0	0	0	0	0	0	966	0	964	13.07	
3	318	60	0	0	0	0	0	0	456	0	452	5.09	
3	375	28	0	0	0	0	0	0	237	0	237	3.30	
3	743	49	0	0	0	0	0	0	616	0	610	8.36	
3	746	505	0	0	0	0	0	0	7934	0	7713	97.98	
3	762	8	0	0	0	0	0	0	27	0	27	0.00	
3	833	10	0	0	0	0	0	0	84	0	84	0.87	
3	951	0	0	0	0	0	0	0	0	0	0	0.00	
UNIT	3	TOTAL	1179	228	47708	8681	47163	8585	0	13341	0	13104	172.05
4	012	9	0	0	0	0	0	0	77	0	77	0.90	
4	094	3	0	0	0	0	0	0	13	0	13	0.18	
4	095	1	0	0	0	0	0	0	5	0	5	0.04	
4	105	0	0	0	0	0	0	0	0	0	0	0.00	
4	125	4	0	0	0	0	0	0	22	0	22	0.26	

UCS: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA \*  
 FOR CUT TREES ONLY  
 CRUISE#: 40186 SALE#: 40186  
 SALENAME: LaFave RGMA  
 RUN DATE & TIME: 07-01-2015 08:30:59

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U N I T S	S P E C I E S	TOTAL		***** SAWTIMBER ***** (PROD = 01 UM = 01, 03)				***** NON-SAWTIMBER ***** (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)				C O R D S	
		EST.	EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***		*** NET ***			
		# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT		
4	316	56	3	132	28	130	28	0	538	0	537	7.19	
4	318	31	0	0	0	0	0	0	242	0	239	2.70	
4	375	15	0	0	0	0	0	0	127	0	127	1.76	
4	743	6	0	0	0	0	0	0	74	0	73	1.01	
4	746	58	0	0	0	0	0	0	1003	0	973	12.42	
4	762	4	0	0	0	0	0	0	14	0	14	0.00	
4	833	5	0	0	0	0	0	0	47	0	47	0.50	
4	951	0	0	0	0	0	0	0	0	0	0	0.00	
UNIT	4	TOTAL	192	3	132	28	130	28	0	2162	0	2127	26.97
5	012	0	0	0	0	0	0	0	0	0	0	0.00	
5	094	0	0	0	0	0	0	0	0	0	0	0.00	
5	095	0	0	0	0	0	0	0	0	0	0	0.00	
5	105	0	0	0	0	0	0	0	0	0	0	0.00	
5	125	0	0	0	0	0	0	0	0	0	0	0.00	
5	316	0	0	0	0	0	0	0	0	0	0	0.00	
5	318	0	0	0	0	0	0	0	0	0	0	0.00	
5	375	0	0	0	0	0	0	0	0	0	0	0.00	
5	743	12	0	0	0	0	0	0	162	0	159	2.20	
5	746	123	0	0	0	0	0	0	2240	0	2168	27.77	
5	762	0	0	0	0	0	0	0	0	0	0	0.00	
5	833	0	0	0	0	0	0	0	0	0	0	0.00	
5	951	0	0	0	0	0	0	0	0	0	0	0.00	
UNIT	5	TOTAL	135	0	0	0	0	0	0	2401	0	2327	29.96
6	012	0	0	0	0	0	0	0	0	0	0	0.00	
6	094	0	0	0	0	0	0	0	0	0	0	0.00	
6	095	0	0	0	0	0	0	0	0	0	0	0.00	
6	105	0	0	0	0	0	0	0	0	0	0	0.00	
6	125	0	0	0	0	0	0	0	0	0	0	0.00	
6	316	2	0	0	0	0	0	0	17	0	17	0.23	
6	318	1	0	0	0	0	0	0	8	0	8	0.08	

UC5: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA \*  
 FOR CUT TREES ONLY  
 CRUISE#: 40186 SALE#: 40186  
 SALENAME: LaFave RGMA  
 RUN DATE & TIME: 07-01-2015 08:30:59

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U N I T S	S P E C I E S	TOTAL		***** SAWTIMBER *****				***** NON-SAWTIMBER *****				
		EST.	EST.	(PROD = 01 UM = 01, 03)				(PROD NOT = 01 UM = 01, 02, 03)				
		# OF	# OF	** GROSS VOLUME **		** NET VOLUME **		*** GROSS		*** NET		***
		TREES	TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CORDS
6	375	0	0	0	0	0	0	0	3	0	3	0.05
6	743	19	0	0	0	0	0	0	265	0	260	3.60
6	746	196	0	0	0	0	0	0	3771	0	3645	46.81
6	762	0	0	0	0	0	0	0	1	0	1	0.00
6	833	0	0	0	0	0	0	0	0	0	0	0.00
6	951	0	0	0	0	0	0	0	0	0	0	0.00
UNIT 6	TOTAL	219	0	0	0	0	0	0	4064	0	3934	50.78
7	012	0	0	0	0	0	0	0	0	0	0	0.00
7	094	105	23	1537	332	1529	330	0	597	0	597	8.12
7	095	29	5	433	92	433	92	0	180	0	165	1.71
7	105	0	0	0	0	0	0	0	0	0	0	0.00
7	125	172	54	5827	1151	5766	1141	0	1098	0	1100	13.28
7	316	379	26	1144	247	1128	244	0	3282	0	3280	44.37
7	318	206	0	0	0	0	0	0	1388	0	1386	15.13
7	375	89	0	0	0	0	0	0	627	0	627	9.20
7	743	46	0	0	0	0	0	0	592	0	585	8.04
7	746	473	0	0	0	0	0	0	7837	0	7607	96.93
7	762	29	0	0	0	0	0	0	96	0	96	0.00
7	833	30	0	0	0	0	0	0	100	0	100	0.44
7	951	0	0	0	0	0	0	0	0	0	0	0.00
UNIT 7	TOTAL	1559	108	8942	1822	8857	1807	0	15798	0	15543	197.21
8	012	0	0	0	0	0	0	0	0	0	0	0.00
8	094	10	0	40	8	39	7	0	61	0	61	0.79
8	095	4	0	0	0	0	0	0	48	0	48	0.48
8	105	2	0	0	0	0	0	0	49	0	47	0.64
8	125	13	1	263	46	260	46	0	79	0	79	0.98
8	316	149	25	1100	237	1085	234	0	1520	0	1515	19.70
8	318	73	0	0	0	0	0	0	630	0	619	7.17
8	375	36	0	0	0	0	0	0	365	0	365	4.90
8	743	74	0	0	0	0	0	0	1000	0	984	13.59

UC5: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA \*  
 FOR CUT TREES ONLY  
 CRUISE#: 40186 SALE#: 40186  
 SALENAME: LaFave RGMA  
 RUN DATE & TIME: 07-01-2015 08:30:59

VERSION: 07.02.2014  
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U N I T S	S P E C I E S	TOTAL		***** SAWTIMBER *****				***** NON-SAWTIMBER *****				
		EST.	EST.	(PROD = 01 UM = 01, 03)				(PROD NOT = 01 UM = 01, 02, 03)				
		# OF	# OF	** GROSS VOLUME **		** NET VOLUME **		*** GROSS		*** NET		***
		TREES	TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CORDS
8	746	765	0	0	0	0	0	0	13808	0	13371	171.17
8	762	9	0	0	0	0	0	0	31	0	31	0.00
8	833	13	0	0	0	0	0	0	180	0	180	2.12
8	951	39	6	786	145	786	145	0	131	0	131	1.20
UNIT 8	TOTAL	1189	32	2188	437	2169	433	0	17902	0	17432	222.76
9	012	0	0	0	0	0	0	0	0	0	0	0.00
9	094	0	0	0	0	0	0	0	3	0	3	0.03
9	095	0	0	0	0	0	0	0	6	0	6	0.07
9	105	0	0	0	0	0	0	0	10	0	9	0.13
9	125	0	0	0	0	0	0	0	0	0	0	0.00
9	316	8	0	0	0	0	0	0	72	0	72	0.99
9	318	5	0	0	0	0	0	0	33	0	33	0.35
9	375	2	0	0	0	0	0	0	14	0	14	0.21
9	743	5	0	0	0	0	0	0	73	0	72	1.00
9	746	55	0	0	0	0	0	0	1034	0	1000	12.83
9	762	1	0	0	0	0	0	0	2	0	2	0.00
9	833	1	0	0	0	0	0	0	2	0	2	0.00
9	951	0	0	0	0	0	0	0	0	0	0	0.00
UNIT 9	TOTAL	78	0	0	0	0	0	0	1249	0	1213	15.61

S U B T O T A L S											
*****SAWTIMBER*****											
*****NON-SAWTIMBER*****											
SPECIES	TOT EST # OF TREES	EST # OF TREES	** GROSS VOLUME ** BDFT	** GROSS VOLUME ** CUFT	** NET VOLUME ** BDFT	** NET VOLUME ** CUFT	GROSS BDFT	GROSS CUFT	NET BDFT	NET CUFT	CORDS
012	9	0	0	0	0	0	0	77	0	77	0.90
094	740	271	23197	4839	22927	4788	0	4579	0	4579	59.40
095	204	54	4446	949	4446	949	0	1548	0	1397	17.17
105	32	0	0	0	0	0	0	735	0	706	9.64
125	1352	713	113815	21236	112607	21029	0	8587	0	8657 R	116.03
316	905	76	3344	722	3298	713	0	8310	0	8297	111.02
318	486	0	0	0	0	0	0	3560	0	3534	39.45
375	220	0	0	0	0	0	0	1778	0	1778	25.12
743	259	0	0	0	0	0	0	3403	0	3357	46.24
746	2674	0	0	0	0	0	0	45823	0	44434	567.27
762	66	0	0	0	0	0	0	219	0	219	0.00
833	77	0	0	0	0	0	0	540	0	540	5.19
951	39	6	786	145	786	145	0	131	0	131	1.20
<hr/>											
OVERALL TOTALS---	7063	1120	145588	27890	144065	27624	0	79292	0	77707	998.64

**SOLICITATION AND OFFER FOR INTEGRATED RESOURCE CONTRACT**

1. Contract Number: 40186	2. Date and Time for Receipt of Offers: 08/04/2015 02:00 PM	3. Opened By:	4. In the Presence of:
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5. Contract Name: LaFave RGMA Stew

6. National Forest: Chequamegon/Nicolet	7. Ranger District: Lakewood/Laona	8. Type of Offer: Best Value
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9. To: (Title and address of Contracting Officer receiving offers) District Ranger's Office Sale Officer 4978 Hwy 8 West Laona, WI 54541	10. Name of Newspaper: The Northwoods River News	11. Date Published: 07/02/2015
	12. City: Rhineland WI 54501	13. State: 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; 5-7; 9-13; 14a, b, c, d, e, f, h, i, j & k; 15a, b, c, & d; 19; and 24; and instructions 2, 5, and 10 for all contracts. Strike out spaces for entries in one or more of columns 14e, g, 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: Rates Per Unit of Measure**

Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Total Offer (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
<b>Mandatory Timber Cutting Units</b>								
Hardwood - Other	Sawtimber	CCF	8.00	\$5.10	\$152.40	////////	\$0.00	N/A
Pine	Sawtimber	CCF	269.00	\$3.29	\$85.50	////////	\$0.00	N/A
Aspen	Pulpwood	CCF	478.00	\$1.98	\$37.09	////////	\$0.00	N/A
Basswood	Pulpwood	CCF	1.00	\$1.17	\$7.15	////////	\$0.00	N/A
True Fir	Pulpwood	CCF	1.00	\$1.46	\$17.71	////////	\$0.00	N/A
Hardwood - Other	Pulpwood	CCF	144.00	\$1.88	\$33.22	////////	\$0.00	N/A
Pine	Pulpwood	CCF	153.00	\$2.80	\$67.44	////////	\$0.00	N/A

**Minimum Acceptable Total Offer for Mandatory Timber Cutting Units, 14(j)** \$ 57,074.58

**Offeror's Total Offer for Mandatory Timber Cutting Units (Must be >= 14j) 14(g) 1/** \$

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

**Only the Fixed Rate Applies. Fixed Rate**

<b>Not Applicable</b>								
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**Optional Timber Cutting Units (Offering Optional):**

<b>Not Applicable</b>								
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**Minimum Acceptable Total Offer for Optional Cutting Units, 14(k)** \$ 0.00

**Offeror's Total Offer for Optional Timber Cutting Units, 14(l) 1/** \$

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

**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)
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**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 13.)

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

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

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

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

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

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

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

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

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

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

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

**18. ROAD CONSTRUCTION OPTION:**

Not applicable.

**19. CONTRACT AND BOND:** The Offeror whose offer is accepted will, within 30 days of the award letter's date, or any written extension thereof by the Forest Service, execute a stewardship contract which shall be provided by the Forest Service and be based on the sample contract referenced in the prospectus. Simultaneously, Offeror shall furnish a satisfactory performance bond, in accordance with the provisions of such stewardship contract, in the penal sum as prescribed in the prospectus for this contract, and otherwise complete the process described on this form and pages attached hereto. Offeror agrees that its failure to comply with this paragraph shall result in a termination of this contract for breach under provisions of instruction 6 of the Instructions to Offeror's portion of this form.

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

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

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

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

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

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

**23. CERTIFICATION OF COMPLIANCE WITH EXPORT AND SUBSTITUTION RESTRICTIONS:**  
 The Offeror certifies, by signing this offer form, that the Offeror is in compliance with applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.). In Alaska, exports of logs, cordwood, or primary products derived from included timber may not be transported from Alaska without Regional Forester approval. (See instruction 12.)

**24. CERTIFICATION OF NON-AFFILIATION:**  
 Not applicable.

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

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

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

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

Business Name (Type or Print)

Public reporting burden for this collection is estimated to be between 24 and 60 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Under the Paperwork Reduction Act of 1995, an agency shall not conduct or sponsor, and no persons are required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection of information is 0596-0066.

**26. PERSONAL IDENTIFICATION INFORMATION:**

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

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

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

## INSTRUCTIONS TO OFFERORS

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

2. **PREPARATION OF PROPOSALS:** Offers shall be manually signed, prices entered in block 14(g) for timber values and blocks 15(e) and 15(f) for the cost stewardship projects and all fill-in blocks, 16b, 18, 25, and 26 completed. The total offer for mandatory timber cutting units entered in block 14(g) must be equal to or greater than the minimum acceptable total offer for mandatory timber cutting units in block 14(j). If making an offer for optional timber cutting units the total offer for optional timber cutting units in block 14(l) must be equal to or greater than the minimum acceptable total offer for optional timber cutting units in block 14(k). If erasures or other changes appear on the forms, the person signing the offer must initial each erasure or change.

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

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

(i) **Technical Approach**

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

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

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

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

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

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

(ii) **Capability and Past Performance**

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

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

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

(iii) **Utilization of Local Work Force.** Local labor is defined as 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 a total offer value in Block 14(g) for the mandatory timber cutting units. If an offer is entered for the optional timber cutting units in Block 14(l), timber removal will be required. In addition, Offerors must enter a rate per unit in Block 15(e) and a total offer in Block 15(f) for both the mandatory and optional stewardship projects.

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

4. **OPENING OF OFFERS:** The competitive proposal does not allow for public opening of offers. The

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

**5. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT:** One award will be made to the Offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors including those listed in section 2a(i)-(iii) of these instructions and any additional factors listed in the prospectus when combined, are 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, 25, and/or 26 of this offer form if: (a) the Offeror fails to execute a stewardship contract, or furnish a satisfactory performance bond, within the number of days listed in block 19, of award letter's date; or (b) the Offeror is found to have violated the False Statements Act in making any statement or certification on this offer form, including not meeting contractor responsibility requirements. The Offeror acknowledges that the Offeror shall not be entitled to cure this breach and that it will pay damages pursuant to the following terms:

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

(i) If the repudiated contract is reoffered within 6 months of the date of repudiation, damages shall be the difference between the total recontract value and the total value of Offeror's repudiated offer, plus costs described in this instruction or

(ii) If there are no responsive offers on the reoffered contract, damages shall be the difference between the reoffered appraised value and the total value of Offeror's repudiated offer, plus costs described in this instruction or

(iii) If the repudiated contract will not be reoffered or the reoffer is not made within 6 months of Offeror's repudiation, damages shall be the difference between the appraised value of this contract as of the date of Offeror's repudiation and the total value of Offeror's repudiated offer, plus the costs described in this instruction.

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

Damages will also include interest measured by interest at the Current Value of Funds Rate established by the Secretary of the Treasury. Interest will be calculated from the date of Offeror's repudiation to the date of award of the reoffered contract or to the date a determination is made not to reoffer the repudiated contract or for 6 months, whichever comes first.

**7. PRIVACY ACT:** All personal information is requested on a voluntary basis; however, if you do not

provide this personal information, your offer will not be accepted and the contract will not be awarded to you. Solicitation of this information is necessary for the Government to conduct its contracting program and thus is authorized under the National Forest Management Act of 1976, (16 USC 472a). The principle purpose for collecting this information is to allow for proper award of a stewardship contract and to provide for administration of that contract after award. Other routine uses of this data include: (a) compilation of small business data to determine needs for set-aside contracts, (b) determination of volume purchased in any specific time period by a single contractor, and (c) determination of volume under contract by a contractor.

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

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

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

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

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

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

**11. DEFINITIONS:**

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

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

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

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

Nonmanufacturer:

- a. Any concern which manufactures, with its own or leased facilities, or contracts for manufacture less than 50

percent of its total annual sawlog production within an economic or logical haul distance to such facilities, including pulp and fiberboard mills without a contiguous integrated manufacturing facility for lumber, timbers, or veneer from a sawtimber component.

b. A specialty concern that does not have the capacity to manufacture 50 percent or more of its average annual sawlog production because of factors such as timber species or size.

c. Any concern purchasing National Forest timber outside an economic and logical haul distance to its manufacturing facility.

d. Any pulp mill, fiberboard mill, or chip plant that purchases sales with a sawtimber component when it has no manufacturing facility for lumber, timbers, or veneer.

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

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

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

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

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

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

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

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

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

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

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

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a contractor is not required

to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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

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

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

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

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

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

Contract Name: LaFave RGMA Stew

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



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 ATTACHED TO SUPPLEMENT THIS FORM)

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

Name:	Title:	Date:

<b>AD-3030-FS</b>	<b>U.S. DEPARTMENT OF AGRICULTURE</b>
<b>REPRESENTATIONS REGARDING FELONY CONVICTION AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS</b>	

**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)
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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.

<b>PART B – SIGNATURE</b>		
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.*

**BIDDER BOND INFORMATION**

**Region: 09**                      **Forest: Chequamegon Nicolet**                      **District: LK/LN**

**Sale Name: LaFave RGMA**                      **Bid Date: 8/4/2015**

**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