

NATIONAL FOREST TIMBER FOR SALE  
CHEQUAMEGON/NICOLET NATIONAL FOREST

The Hilltop Stewardship Sale is located in T34N, R16E Sections 25, 26, 35 & 36, Forest County, Wisconsin. The Forest Service will be accepting sealed bids at the Lakewood/Laona Ranger Station, Laona Office, 4978 Hwy 8 West, Laona, WI 54541 at 2pm local time on Wednesday August 26<sup>th</sup>, 2015 for an estimated 407 CCF of Mixed Hardwood sawtimber, 1226 CCF of Aspen pulpwood, 816 CCF of Basswood pulpwood and 1658 CCF of Mixed Hardwood pulpwood marked or otherwise designated for cutting. In addition there are an estimated 313 acres of natural hardwood site prep in the form of post-harvest canopy gap cleaning identified as a Mandatory Stewardship Service Item that must be performed under the contract. Bids for sawtimber, pulpwood and service items will be at fixed rates and must be accompanied with a technical proposal for the service work. The Forest Service reserves the right to reject any and all bids. Interested parties may obtain a prospectus, bid form, technical proposal 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 more information regarding this sale 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**      **Laona Office**  
**15085 State Rd 32**      **4978 Hwy 8 West**  
**715-276-6333 Voice & TTY**      **715-674-4481 TTY**  
**715-276-3594 FAX**      **715-674-2545 FAX**

**File Code:2400**  
**Date: July 28<sup>th</sup>, 2015**

Dear Prospective Bidder,

On Wednesday August 26<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 Hilltop Stewardship contract. This project is located approximately 10 miles east of Wabeno, WI, Forest County, 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 June 30<sup>th</sup>, 2020. Interested parties that would like additional information relating to the stewardship work should contact Mark Dilley at (715) 276-6333. There is approximately 2.43 miles of specified road work in this contract valued at \$46,762.32. The estimated timber quantities in this contract have been determined prior to felling. The total estimated quantity of timber for harvest is approximately 4,107 CCF. The stewardship work to be performed is approximately 313 acres of natural hardwood site prep in the form of post harvest canopy gap cleaning. 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**

<b>Species</b>	<b>Product</b>	<b>Unit of Measure</b>	<b>Estimated Quantities</b>	<b>Advertised Rates</b>	<b>Base Rates</b>
<b>Mixed Hardwoods</b>	<b>Sawtimber</b>	<b>CCF</b>	<b>407</b>	<b>\$122.66</b>	<b>\$9.93</b>
<b>Aspen</b>	<b>Pulpwood</b>	<b>CCF</b>	<b>1226</b>	<b>\$32.64</b>	<b>\$3.33</b>
<b>Basswood</b>	<b>Pulpwood</b>	<b>CCF</b>	<b>816</b>	<b>\$7.73</b>	<b>\$1.50</b>
<b>Mixed Hardwoods</b>	<b>Pulpwood</b>	<b>CCF</b>	<b>1658</b>	<b>\$29.07</b>	<b>\$3.07</b>

**TOTAL: CCF 4,107CCF**

Mandatory service work is described below:

**Project #1: HARDWOOD CANOPY GAP SITE PREP**

Within Payment Units **1, 2, 3, 4, 5, 6, 7, 8, 12 & 13** for a total of **313 acres**,

Objective is to cut submerchantable stems (>1.0" DBH) within canopy gaps created during the

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.



harvest. Canopy gaps are defined as a space in the forest canopy created by the removal of one or more trees from the main stand of trees. They are measured from the edge of the tree crown along the edge of the opening to the edge of the tree crown across the opening. Gaps are generally created at a rate of 4 to 8 gaps per acre and range from 25 to 40' in diameter. They provide for diversity and allow for regeneration of desirable tree species.

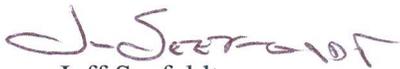
The submerchantable stems within canopy gaps are marked with blue paint; generally a blue "X". All trees marked will be completely severed from the stump, at no more than 12 inches above the ground, and the cut face of the stump shall be no more than 15 degrees. Once felled, stems shall lie flat on the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

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 for further information on this timber sale, the prospectus, or a bid form, please write or call Mark Dilley, at (715) 276-6333.

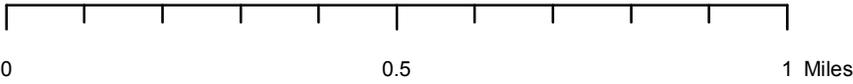
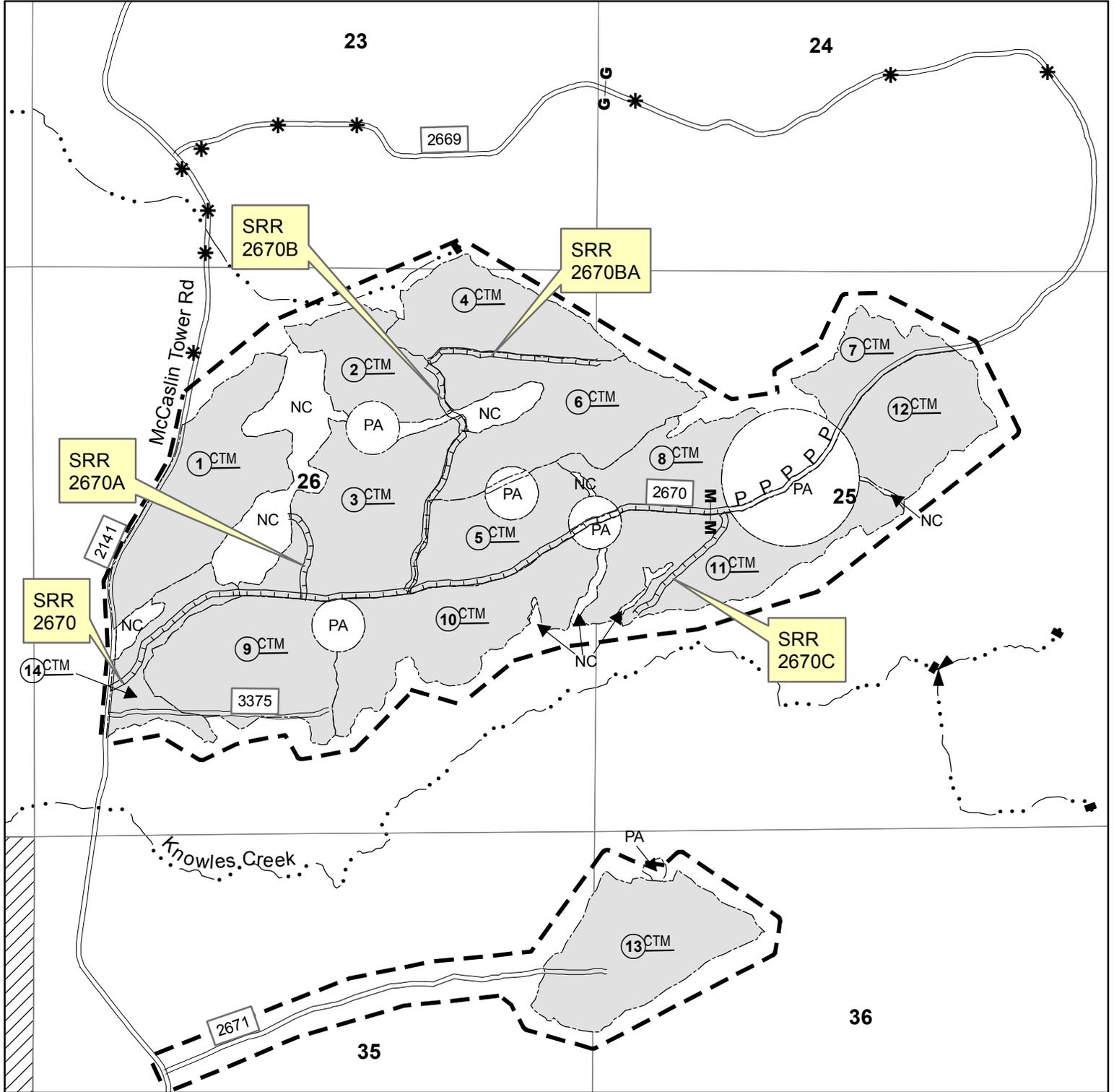
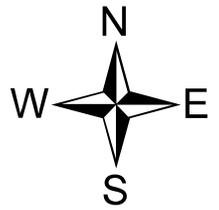
Sincerely,

  
Jeff Seefeldt,  
District Ranger

# Sale Area Map

Sale Name: Hilltop Stewardship  
 National Forest: Chequamegon - Nicolet  
 Ranger District: Lakewood - Laona  
 Compartments: 5168, 5169 & 5170

T34N, R16E



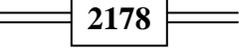
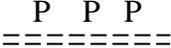
R-R-R Along all Forest Service routes

SDZ Along FR2141

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

# Hilltop Sale Compartments 5168, 5169 & 5170 Lakewood/Laona District

## LEGEND

	Sale Area Boundary, BT1.1
	Payment Unit Boundary, BT1.1
NC	No Cutting
	Payment Unit Marked Prior to Advertisement, BT1.1
PA	Protected Area, CT2.301#
	Payment Unit Marked Prior to Advertisement, BT2.35
	Designated for Cutting, CT2.352#
	Overstory Removal Unit, CT2.33#
	Existing/Improved Transportation System Road, BT5.12
	Specified Road Reconstruction, BT5.2, AT9
	Existing Road, All Use Prohibited, CT5.12#
OR	Operating Restriction, CT6.314#
SDZ	Slash Disposal Zone, CT6.71#
	Protect Streamcourse, Block Marks Upper Limit, BT6.5
	Other Ownership
M — M	Closure Device is a Mound, CT6.63
G — G	Closure Device is a Gate
	Known Invasive Species Site

## INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

<b>Stewardship Contract Name :</b>	Hill Top Stewardship	<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>	08/26/2015	<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 Hilltop Stewardship Sale is located in Forest County, Wisconsin, approximately 11 miles east of Wabeno. The sale is located in T34N, R16E Sections 25, 26, 35 & 36. There are 447 net acres and 665 gross acres in this sale. Payment Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 are marked with blue paint and labeled as CTM on the Sale Area Map. Payment Unit 99 is road volume and marked with yellow paint. Boundary trees are marked with orange paint and are not to be cut. See attached for a description of the mandatory stewardship service items associated with 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.

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

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

### Mandatory Estimated Quantities and Rates per Unit of Measure

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	407.00	\$1.00	\$122.66	\$0.00	\$0.00
Aspen	Pulpwood	CCF	1,226.00	\$1.00	\$32.64	\$0.00	\$0.00
Basswood	Pulpwood	CCF	816.00	\$1.00	\$7.73	\$0.00	\$0.00
Hardwood - Other	Pulpwood	CCF	1,658.00	\$1.00	\$29.07	\$0.00	\$0.00
	<b>TOTAL</b>	CCF	4,107.00			\$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							

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$14,407.00 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.

<b>Stewardship Schedule of Work Items</b>			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
<b>Mandatory Stewardship Work Items</b>			
1	Natural Hardwood Site Prep (Canopy Gap Cleaning)	Acres	313.00

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 12/01 and 03/15.

Contract termination date is 06/30/2020. 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 \$14500, whichever is greater.

**8. SPECIFIED ROADS.** The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the Contractor. Sufficient information to permit a prospective offeror to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this contract.

Road Number	Road Name	Traffic Service Level	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
2670	FR2670	D	1.21 / 1.95	\$28,522.78	R
2670A	FR2670A	D	0.2 / 0.32	\$1,337.98	R
2670B	FR2670B	D	0.75 / 1.21	\$13,702.95	R
2670C	FR2670C	D	0.27 / 0.43	\$3,199.61	R

\* C = Construction  
R = Reconstruction

Total estimated road construction cost allowed in appraisal is \$46,763.32

**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.

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 the 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 skidders, dozers) must be cleaned by the Purchaser and inspected for invasive weeds by the Forest Service prior to operations in the Sale Area. At this time, invasive weeds are present in the cleared corridor of McCaslin Tower Rd (FR2141) and FR2669. Equipment cleaning will be required upon initial entry and subsequent re-entries.

Specified Roads are part of this sale package.

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 15th and April 30th.

Within a strip 10' wide, measured from the edge of the clearing along McCaslin Tower Rd (FR2141) 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.

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 or tracked equipment shall not be operated in such areas.

Some units have hilly terrain that may require cable skidding.

Unless changed by written agreement, no operations shall be permitted within payment units 1 & 4 during the time period from 3/16 to 4/30 and 10/1 to 11/30. This is a frozen ground/dry summer restriction for soils. No operations shall be permitted within payment units 2, 3, 5, 6, 7, 8, 9, 10, 11 & 14 during the time period from 3/16 to 11/30. This is a frozen ground only restriction for soils. No operations shall be permitted within payment units 12 & 13 during the time period from 3/16 to 11/30. This is a frozen ground only plants restriction as well as an oak wilt restriction.

This stewardship sale has mandatory biddable service work of 313 acres of natural hardwood site prep in the form of canopy gap cleaning.

Please use the form accompanying the sale bid form to complete the proposal for this work. A wider description of this work is attached to the Sale Prospectus and is also part of the Special Provisions within the sale contract.

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 technical proposal 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.

## HILLTOP STEWARDSHIP SALE SERVICE ITEM PROJECT NARRATIVE

Performance of stewardship projects for the **Hilltop Stewardship Sale** shall be in accordance with the following specifications:

### **Project #1: HARDWOOD CANOPY GAP SITE PREP**

Within Payment Units **1, 2, 3, 4, 5, 6, 7, 8, 12 & 13 for a total of 313 acres,**

Objective is to cut submerchantable stems (>1.0" DBH) within canopy gaps created during the harvest. Canopy gaps are defined as a space in the forest canopy created by the removal of one or more trees from the main stand of trees. They are measured from the edge of the tree crown along the edge of the opening to the edge of the tree crown across the opening. Gaps are generally created at a rate of 4 to 8 gaps per acre and range from 25 to 40' in diameter. They provide for diversity and allow for regeneration of desirable tree species.

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

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.

Contract Name: Hill Top Stewardship

KT-CT.3# - RESERVE TREES (09/2004)

Notwithstanding the designations for cutting under CT.3.1, CT.3.2, CT.3.3, or CT.3.4, live or dead **identified** reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such Reserve trees are identified by **an orange paint ring at DBH and an orange stump mark** and shall be protected in accordance with KT-GT.3.2#. Units with reserve trees are shown on Contract Area Map.

KT-CT.3.0.1# - PROTECTED AREAS (06/2009)

Notwithstanding the designations for cutting under CT.3.1, CT.3.3, CT.3.4, and CT.3.5, trees within the area to be protected in Payment Unit **2, 3, 5, 6, 7, 8, 9, 10, 11 & 12** shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by **2 or 3 spots of orange paint at DBH and one below stump height. No traffic will be allowed and no trees may be felled into these areas.** . Boundary trees are not to be cut. Contract Area Map indicates with the symbol "PA" units within which Protected Areas are identified on the ground and are to be left uncut.

KT-CT.3.5.5# - INDIVIDUAL TREES, CUT TREE MARKING (06/2009)

Individual trees to be cut are marked with indicated color above and below stump height in all or parts of the following Payment Units. Areas of Cut Tree Marking are shown on the Contract Area Map with the symbol "CTM."

**Cut Tree Marking Table**

<b>Payment Units</b>	<b>Paint Color</b>
<b>1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 &amp; 14</b>	<b>BLUE</b>

KT-ET.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Contractor's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under ET.2.1.8;
- (iii) Damages pursuant to JT.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to ET.2.2;
- (vi) Periodic payments pursuant to ET.2.1.3;
- (vii) Extension Deposits pursuant to ET.2.1.7; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under JT.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due.

Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Contractor's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Contractor's Operations, and administrative offset, shall be stayed for so long as:

(i) A bona fide dispute exists as to Contractor's obligation to make such payment and

(ii) Contractor files and prosecutes a timely Claim.

#### KT-FT.1.0.3# - APPROACHES TO SURFACED ROADS (06/2009)

Contractor shall apply and maintain **6 inches of coarse aggregate** on all Temporary Road approaches to surfaced roads for a distance of **100 feet** back from the surfaced road. Surfaced roads include those with: **gravel or blacktop.**

#### KT-FT.1.2# - USE OF ROADS BY CONTRACTOR (09/2004)

Contractor's use of existing roads identified on Contract Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code Use	Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Contractor's use of roads coded R, A, or W shall be in accordance with the following restrictions:

**Use of all Forest Service roads shall be only during surface-firm or frozen conditions.**

KT-FT.2.2.1# - MATERIAL SOURCES (09/2004)

Sources of local materials are designated on Plans and Contract Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Contractor shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Contractor to use certain area(s) for plant site, stockpiles, and haul roads.

Should the designated source, due to causes beyond the control of Contractor, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with FT.2.5.3.

When Contractor elects not to use designated sources, Contractor shall furnish the specified product with no adjustment in unit rates. Quality testing shall be the responsibility of Contractor. Test results shall be furnished to Forest Service.

When Contractor elects not to use designated sources and Schedule of Items lists pit development separately, cost allowance will be reduced under FT.2.5.3 when Forest Service determines the work will not be required.

When materials are subject to a weight measurement, the specific gravity or weight/volume relationship used as a basis for determination of estimated quantities shall be:

Source I N/A, Source II N/A, and Source III N/A.

Contractor may, when agreed in writing, use on the project such suitable stone, gravel, and sand, or other material found in the excavation, and will earn a cost allowance for the excavation of such materials at the corresponding contract unit price and for the pay items for which the excavated material is used. Contractor shall replace, without additional cost allowance, sufficient suitable materials to complete the portion of the work, which was originally contemplated to be constructed with such material. Contractor shall not excavate or remove any material, except that which is within the excavation limits, without written authorization from Forest Service.

When material is appraised from non-National Forest designated sources, owner charges for the material in terms of unit cost for royalties, purchase of raw materials, or finished products shall be as follows until N/A.

Should quantity vary from that estimated, payment to owners shall be for units actually obtained. Contractor shall make arrangements with owner(s) for measurement and payment for royalties, purchase of raw materials, or finished products, as shown above.

Materials produced or processed from National Forest lands in excess of the quantities required for performance of this contract are the property of Forest Service, unless prior written agreement has been obtained to use excess material on other National Forest contracts. Forest Service is not obligated to reimburse Contractor for the cost of their production.

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land,

approved by Forest Service, may be used for storage purposes and for the placing of Contractor's plant equipment. All storage sites provided by Forest Service shall be restored at Contractor's expense.

Contractor shall be responsible for making arrangements for storage on other than Forest Service administered lands.

When the construction of the portion of the project for which Temporary Roads used for hauling materials is completed, all such Temporary Roads shall be restored as nearly as practicable to their original ground profile, unless otherwise agreed in writing.

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

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

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications												
	From	To		T-701												
*				P												

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications												
	From	To		T-702												
*				P												

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications												
	From	To		T-702												
*				P												

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

\*All Forest Service system roads as shown on the Sale Area Map

**KT-GT.3.1.4# - OPERATING RESTRICTIONS (06/2009)**

Within Contract Area, unless changed by written agreement, the following operating requirements apply:  
Restricted operations/activities:

**Contractor's use of paint within the Sale Area must be requested in writing and approved by the Contracting Officer.**

**Within Payment Units 1 & 4 no operations will be allowed from 3/16 to 4/30 and 10/1 to 11/30. This is Spring Break-up and a frozen ground/dry summer soils restriction.**

**Within Payment Units 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13 & 14 no operations will be allowed from 3/16 to 11/30. This is a winter only plants restriction.**

**Within Payment Units 12 & 13 no operations will be allowed from 3/16 to 9/1. This is an oak wilt restriction.**

Prohibited operations/activities:

N/A

KT-GT.3.2# - PROTECTION OF RESERVE TREES (09/2004)

Contractor's damage or destruction of reserve trees described in KT-CT.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Contractor shall pay as fixed, agreed, and liquidated damages \$ **double stumpage** for each **identified** reserve tree and \$ **N/A** for each **N/A** reserve tree damaged or destroyed by Contractor's Operations, in addition to amounts payable under DT.4.4 and DT.4.5.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

KT-GT.4.1.2 - STUMP MARKS (06/2009)

Trees designated for cutting under CT.3.5 have been marked with paint at breast height and below stump height. Trees shall be felled so as to leave paint on stump.

KT-GT.6.3# - TEMPORARY ROAD CLOSURE (06/2009)

In addition to GT.6.3, measures to effectively block temporary roads to normal vehicular traffic shall consist of the following:

**Unless otherwise agreed, at locations designated by the sale administrator, the contractor shall construct 2 mounds at 75 foot intervals. Mounds shall be constructed without a defined trench, and shall be constructed of dirt mixed with rocks, slash, stumps or root-wads to a height of at least 4 feet.**

KT-GT.7# - SLASH DISPOSAL MEASURES (06/2009)

Slash resulting from Contractor's operations shall be removed from lakes, ponds, private land, right-of-way clearings for telephone lines, power lines, pipelines and other authorized facilities, and landings to be seeded under KT-GT.6#.

The tops of trees shall not be left hanging in standing trees. All trees cut for landing and other construction clearings shall be completely severed and not left leaning. Slash resulting from construction clearing shall be treated concurrent with harvest operations.

Other specific slash disposal requirements are as follows:

**Within a strip 10' wide measured from the edge of the clearing along McCaslin Tower Rd (FR2141), all slash resulting from the purchaser's operations shall be removed. Within an additional 90' out to 100', all slash resulting from the purchaser's operations shall be lopped and scattered so as to lie within 2' of the ground.**

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

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

**Project #1: HARDWOOD CANOPY GAP SITE PREP**

Within Payment Units **1, 2, 3, 4, 5, 6, 7, 8, 12 & 13 for a total of 313 acres,**

Objective is to cut submerchantable stems (>1.0" DBH) within canopy gaps created during the harvest. Canopy gaps are defined as a space in the forest canopy created by the removal of one or more trees from the main stand of trees. They are measured from the edge of the tree crown along the edge of the opening to the edge of the tree crown across the opening. Gaps are generally created at a rate of 4 to 8 gaps per acre and range from 25 to 40' in diameter. They provide for diversity and allow for regeneration of desirable tree species.

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

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.

KT-HT.2 - FIRE PRECAUTIONS (06/2009)

Unless otherwise agreed in writing between the Contractor and the Contracting Officer, the following are specific precautionary measures applicable during Contractor's Operations in Fire Precautionary Period as indicated in AT.9:

1. Contractor shall maintain Forest Service-approved spark arresting devices on any piece of equipment operated by an internal combustion motor. In addition, each piece of motorized equipment shall be equipped with a serviceable round-pointed shovel and an operational fire extinguisher of at least five-pound rating suitable for the equipment being used. All chainsaw operators will have a serviceable round-pointed shovel and one-pound multipurpose fire extinguisher readily available.
2. Contractor shall require that smoking and the building of lunch or warming fires by Contractor's employees, contractors, or subcontractors be confined to designated safe places where flammable debris

has been cleared away and where, at the option of the Contractor, smoking or the building of lunch or warming fires may be permitted.

3. Adequate spark arresters shall be maintained on chimneys or stovepipes where wood or coal is being burned in an enclosed device.

4. Contractor shall furnish serviceable firefighting tools. Location, numbers, and types of tools shall be specified in the Fire Prevention and Control Plan in accordance with HT.1.

#### KT-IT.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT.17. Contractor will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Contractor's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Contractor's written request for a market-related contract term addition before the expiration of this contract. No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

- (i) The contract was awarded after December 31, 2006; and
- (ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Contractor's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

#### KT-IT.2.3.1# - ADDITIONS OF NET GROWTH (06/2009)

When contract extension pursuant to IT.2.2.3 is at the request of Contractor, net growth will be calculated and added to the quantities in AT.4.3 for the elapsed full growing seasons since contract award. This applies to the total estimated quantity in AT.4.3 for all remaining Payment Units except:

- (a) Payment Units for Specified Roads Released for Cutting on which clearing has begun.
- (b) Two other Payment Units Released for Cutting from which timber removal from Contract Area has begun.

In the event there are more than two Payment Units from which timber removal has not been completed on effective date of extension, net growth will not be added to the two units Released for Cutting from which the greatest estimated proportions of quantity have been removed.

Applicable growing season growth percents by species or species groups and products are:

Growing Season Table

<b>Species or Species Groups</b>	<b>Product</b>	<b>Growing Season Growth Percentage</b>	<b>Included Payment Units</b>
Pine	Saw	2.9	All
Hardwood-Other	Saw	1.9	All
Aspen	Pulp	3.9	All
Hardwood-Other	Pulp	3.2	All
Softwood-Other	Pulp	3.8	All

If the extension is more than one year, the timber quantity in AT.4.3 for all Payment Units Released for Cutting beyond one year after the date of extension shall be increased by the estimated net growth of the designated timber in the Payment Units. Growth will be calculated on the basis of full growing seasons from date of extension. The growing season is considered to be from **5/15** to **7/31**.

# Hilltop Stewardship Sale UC5

UC5: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA \*  
 FOR CUT TREES ONLY  
 CRUISE#: 40119 SALE#: 40119  
 SALENAME: Hilltop Stewardship  
 RUN DATE & TIME: 07-20-2015 10:37:57

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VERSION: 07.02.2014  
 VOLUME LIBRARY VERSION: 07.02.2014

S P E C I E S	***** SAWTIMBER *****						***** NON-SAWTIMBER *****				
	(PROD = 01 UM = 01, 03)						(PROD NOT = 01 UM = 01, 02, 03)				
	(AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)										
	EST.	EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***		*** NET ***		CORDS
# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CUFT	
1 012	0	0	0	0	0	0	0	0	0	0	0.00
1 094	2	2	392	77	381	75	0	9	0	9	0.20
1 316	68	5	322	65	301	61	0	585	0	579	5.09
1 318	1143	17	1478	280	1363	258	0	9994	0	9754	126.80
1 371	68	4	336	71	332	70	0	281	0	273	2.92
1 375	1	0	0	0	0	0	0	25	0	25	0.28
1 531	27	0	0	0	0	0	0	289	0	280	3.77
1 541	42	16	1551	319	1447	299	0	417	0	411	6.12
1 701	84	0	0	0	0	0	0	278	0	278	2.09
1 743	42	0	0	0	0	0	0	1946	0	1878	24.46
1 746	226	0	0	0	0	0	0	7887	0	7656	99.32
1 762	2	0	0	0	0	0	0	35	0	31	0.46
1 833	21	0	0	0	0	0	0	291	0	291	4.19
1 951	436	37	3833	819	3630	779	0	5235	0	5132	68.15
UNIT 1 TOTAL	2161	81	7912	1631	7454	1541	0	27272	0	26597	343.85
10 012	0	0	0	0	0	0	0	0	0	0	0.00
10 094	0	0	0	0	0	0	0	0	0	0	0.00
10 316	53	12	897	177	843	167	0	493	0	487	4.83
10 318	783	39	3356	636	3098	586	0	7166	0	6989	90.75
10 371	51	10	750	159	741	157	0	262	0	255	2.96
10 375	1	0	0	0	0	0	0	21	0	20	0.23
10 531	18	0	0	0	0	0	0	210	0	203	2.72
10 541	58	40	4678	930	4342	867	0	660	0	650	9.26
10 701	55	0	0	0	0	0	0	183	0	183	1.37
10 743	70	0	0	0	0	0	0	3028	0	2931	38.02
10 746	404	0	0	0	0	0	0	13182	0	12813	166.04
10 762	2	0	0	0	0	0	0	28	0	25	0.38
10 833	14	0	0	0	0	0	0	191	0	191	2.74
10 951	826	85	9085	1928	8610	1835	0	9960	0	9766	129.57
UNIT 10 TOTAL	2335	186	18767	3830	17633	3611	0	35381	0	34513	448.87

UC5: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA \*  
 FOR CUT TREES ONLY  
 CRUISE#: 40119 SALE#: 40119  
 SALENAME: Hilltop Stewardship  
 RUN DATE & TIME: 07-20-2015 10:37:57

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VERSION: 07.02.2014  
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S P E C I E S	***** SAWTIMBER *****						***** NON-SAWTIMBER *****				
	(PROD = 01 UM = 01, 03)						(PROD NOT = 01 UM = 01, 02, 03)				
	(AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)										
	EST.	EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***		*** NET ***		CORDS
# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CUFT	
11 012	0	0	0	0	0	0	0	0	0	0	0.00
11 094	1	1	196	39	191	37	0	4	0	4	0.10
11 316	47	6	467	93	438	87	0	418	0	413	3.85
11 318	748	22	1863	353	1719	325	0	6889	0	6701	87.23
11 371	46	5	419	89	413	87	0	214	0	207	2.31
11 375	1	0	0	0	0	0	0	26	0	25	0.28
11 531	19	0	0	0	0	0	0	235	0	226	3.03
11 541	40	22	2380	478	2212	446	0	447	0	441	6.32
11 701	53	0	0	0	0	0	0	176	0	176	1.32
11 743	58	0	0	0	0	0	0	2586	0	2505	32.51
11 746	309	0	0	0	0	0	0	10821	0	10522	136.15
11 762	2	0	0	0	0	0	0	36	0	32	0.47
11 833	13	0	0	0	0	0	0	184	0	184	2.65
11 951	485	47	4971	1057	4710	1006	0	5894	0	5774	76.66
UNIT 11 TOTAL	1822	103	10296	2108	9683	1989	0	27930	0	27211	352.91
12 012	0	0	0	0	0	0	0	0	0	0	0.00
12 094	0	0	0	0	0	0	0	0	0	0	0.00
12 316	59	12	802	164	747	154	0	533	0	529	5.18
12 318	904	48	4135	784	3810	721	0	8979	0	8698	113.38
12 371	59	12	946	200	934	198	0	323	0	313	3.67
12 375	2	0	0	0	0	0	0	49	0	48	0.54
12 531	26	0	0	0	0	0	0	371	0	354	4.72
12 541	66	42	3653	770	3424	725	0	821	0	809	11.24
12 701	60	0	0	0	0	0	0	201	0	201	1.51
12 743	20	0	0	0	0	0	0	752	0	732	9.42
12 746	135	0	0	0	0	0	0	3839	0	3740	48.41
12 762	4	0	0	0	0	0	0	68	0	59	0.89
12 833	15	0	0	0	0	0	0	210	0	210	3.02
12 951	530	102	10494	2248	9934	2137	0	6504	0	6373	84.27
UNIT 12 TOTAL	1881	217	20030	4166	18849	3934	0	22650	0	22066	286.27

UNIT	SPECIES	***** SAWTIMBER ***** (PROD = 01 UM = 01, 03)						***** NON-SAWTIMBER ***** (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)				
		TOTAL EST.	TOTAL EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***		*** NET ***		CORDS
		# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	
13	012	0	0	0	0	0	0	0	0	0	0	0.00
13	094	0	0	0	0	0	0	0	0	0	0	0.00
13	316	128	23	2048	393	1935	372	0	1196	0	1179	11.49
13	318	1919	67	5745	1089	5316	1006	0	17384	0	16941	220.26
13	371	120	16	1247	264	1231	261	0	564	0	549	6.18
13	375	2	0	0	0	0	0	0	51	0	50	0.56
13	531	45	0	0	0	0	0	0	523	0	506	6.79
13	541	126	82	11564	2226	10676	2063	0	1385	0	1366	19.74
13	701	137	0	0	0	0	0	0	454	0	454	3.42
13	743	8	0	0	0	0	0	0	241	0	237	3.00
13	746	73	0	0	0	0	0	0	1655	0	1614	20.95
13	762	4	0	0	0	0	0	0	71	0	62	0.94
13	833	34	0	0	0	0	0	0	475	0	475	6.83
13	951	557	150	16735	3517	15879	3349	0	7023	0	6886	90.69
UNIT 13	TOTAL	3153	339	37340	7489	35037	7050	0	31024	0	30320	390.84
14	012	195	0	0	0	0	0	0	848	0	824	8.00
14	094	15	4	421	90	416	89	0	74	0	74	1.35
14	316	5	0	15	3	14	3	0	45	0	45	0.40
14	318	92	1	76	14	70	13	0	956	0	918	12.05
14	371	5	0	17	4	17	4	0	24	0	22	0.24
14	375	0	0	0	0	0	0	0	8	0	8	0.09
14	531	3	0	0	0	0	0	0	53	0	50	0.67
14	541	4	1	67	14	63	13	0	50	0	49	0.69
14	701	6	0	0	0	0	0	0	20	0	20	0.15
14	743	52	0	0	0	0	0	0	1701	0	1657	21.20
14	746	414	0	0	0	0	0	0	10109	0	9841	127.84
14	762	1	0	0	0	0	0	0	11	0	10	0.14
14	833	2	0	0	0	0	0	0	21	0	21	0.30
14	951	24	2	193	41	183	39	0	291	0	285	3.79
UNIT 14	TOTAL	817	8	790	167	763	161	0	14211	0	13823	176.91

UNIT	SPECIES	***** SAWTIMBER ***** (PROD = 01 UM = 01, 03)						***** NON-SAWTIMBER ***** (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)				
		TOTAL EST.	TOTAL EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***		*** NET ***		CORDS
		# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	
2	012	0	0	0	0	0	0	0	0	0	0	0.00
2	094	0	0	0	0	0	0	0	0	0	0	0.00
2	316	37	4	357	69	336	65	0	337	0	333	3.09
2	318	606	13	1112	211	1028	194	0	5816	0	5631	73.53
2	371	36	3	244	52	241	51	0	164	0	159	1.75
2	375	1	0	0	0	0	0	0	31	0	30	0.34
2	531	17	0	0	0	0	0	0	241	0	231	3.08
2	541	31	15	1962	381	1814	354	0	364	0	359	5.12
2	701	42	0	0	0	0	0	0	140	0	140	1.05
2	743	43	0	0	0	0	0	0	1630	0	1586	20.42
2	746	286	0	0	0	0	0	0	8174	0	7958	103.10
2	762	2	0	0	0	0	0	0	43	0	37	0.56
2	833	11	0	0	0	0	0	0	146	0	146	2.11
2	951	107	29	3147	664	2984	632	0	1260	0	1243	16.32
UNIT 2	TOTAL	1219	64	6821	1377	6403	1297	0	18348	0	17852	230.47
3	012	0	0	0	0	0	0	0	0	0	0	0.00
3	094	0	0	0	0	0	0	0	0	0	0	0.00
3	316	113	15	983	201	916	188	0	993	0	983	9.13
3	318	1822	59	5069	951	4670	884	0	17262	0	16754	218.34
3	371	113	15	1160	245	1145	242	0	545	0	528	5.96
3	375	3	0	0	0	0	0	0	80	0	77	0.87
3	531	49	0	0	0	0	0	0	656	0	629	8.41
3	541	98	52	4478	944	4197	888	0	1157	0	1140	16.11
3	701	127	0	0	0	0	0	0	421	0	421	3.17
3	743	50	0	0	0	0	0	0	2123	0	2064	26.67
3	746	292	0	0	0	0	0	0	9547	0	9296	120.17
3	762	6	0	0	0	0	0	0	110	0	97	1.46
3	833	32	0	0	0	0	0	0	440	0	440	6.33
3	951	664	126	12864	2755	12177	2620	0	8062	0	7906	104.51
UNIT 3	TOTAL	3367	266	24553	5106	23105	4823	0	41397	0	40336	521.13

UNIT	SPECIES	***** SAWTIMBER ***** (PROD = 01 UM = 01, 03)						***** NON-SAWTIMBER ***** (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)					
		TOTAL EST.		** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***		*** NET ***		CORDS	
		# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT		
		EST.	EST.	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT		
4 012	0	0	0	0	0	0	0	0	0	0	0	0.00	
4 094	0	0	0	0	0	0	0	0	0	0	0	0.00	
4 316	62	8	605	118	569	112	0	576	0	570	5	3.34	
4 318	1039	25	2119	402	1957	370	0	10883	0	10463	137	19.19	
4 371	60	6	471	100	465	98	0	302	0	289	3	2.23	
4 375	3	0	0	0	0	0	0	85	0	83	0	0.93	
4 531	36	0	0	0	0	0	0	579	0	549	7	3.11	
4 541	59	27	3219	635	2983	590	0	769	0	756	10	5.33	
4 701	68	0	0	0	0	0	0	228	0	228	1	1.71	
4 743	29	0	0	0	0	0	0	1379	0	1333	17	3.35	
4 746	145	0	0	0	0	0	0	5439	0	5284	68	4.11	
4 762	6	0	0	0	0	0	0	117	0	103	1	1.55	
4 833	17	0	0	0	0	0	0	238	0	238	3	4.22	
4 951	267	54	5826	1234	5522	1174	0	3704	0	3593	47	7.44	
UNIT 4 TOTAL	1793	119	12240	2488	11497	2345	0	24298	0	23489	304	7.11	
5 012	0	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	0.00	
5 316	70	3	222	45	207	43	0	598	0	591	5	1.10	
5 318	1198	13	1143	217	1053	199	0	10428	0	10178	132	3.44	
5 371	70	3	262	55	258	55	0	282	0	275	2	2.90	
5 375	1	0	0	0	0	0	0	26	0	26	0	0.29	
5 531	28	0	0	0	0	0	0	302	0	293	3	3.94	
5 541	39	12	1010	213	947	200	0	373	0	369	5	5.55	
5 701	88	0	0	0	0	0	0	293	0	293	2	2.20	
5 743	13	0	0	0	0	0	0	628	0	609	7	9.22	
5 746	59	0	0	0	0	0	0	2430	0	2365	30	5.11	
5 762	2	0	0	0	0	0	0	36	0	32	0	0.48	
5 833	22	0	0	0	0	0	0	306	0	306	4	4.41	
5 951	566	28	2902	622	2747	591	0	7429	0	7222	96	4.33	
UNIT 5 TOTAL	2157	60	5538	1152	5212	1088	0	23134	0	22558	292	0.77	

UNIT	SPECIES	***** SAWTIMBER ***** (PROD = 01 UM = 01, 03)						***** NON-SAWTIMBER ***** (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)					
		TOTAL EST.		** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***		*** NET ***		CORDS	
		# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT		
		EST.	EST.	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT		
6 012	0	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	0.00	
6 316	95	11	796	159	746	150	0	847	0	838	7	7.71	
6 318	1560	39	3379	641	3117	590	0	14688	0	14252	185	8.33	
6 371	94	10	763	161	753	159	0	436	0	422	4	6.99	
6 375	2	0	0	0	0	0	0	68	0	66	0	0.74	
6 531	42	0	0	0	0	0	0	562	0	539	7	2.20	
6 541	78	38	3965	804	3691	752	0	902	0	888	12	6.77	
6 701	109	0	0	0	0	0	0	363	0	363	2	2.73	
6 743	49	0	0	0	0	0	0	2434	0	2346	30	6.44	
6 746	228	0	0	0	0	0	0	9059	0	8786	113	9.44	
6 762	5	0	0	0	0	0	0	94	0	83	1	1.24	
6 833	27	0	0	0	0	0	0	380	0	380	5	5.46	
6 951	506	85	8902	1896	8432	1804	0	6454	0	6301	83	5.66	
UNIT 6 TOTAL	2796	183	17805	3661	16740	3454	0	36288	0	35265	456	4.22	
7 012	0	0	0	0	0	0	0	0	0	0	0	0.00	
7 094	0	0	0	0	0	0	0	0	0	0	0	0.00	
7 316	40	7	545	108	512	101	0	370	0	366	3	3.54	
7 318	625	24	2084	395	1923	364	0	6152	0	5954	77	7.71	
7 371	39	6	467	99	461	97	0	199	0	192	2	2.20	
7 375	1	0	0	0	0	0	0	34	0	33	0	0.38	
7 531	18	0	0	0	0	0	0	260	0	248	3	3.11	
7 541	42	25	2820	562	2619	524	0	506	0	498	7	7.00	
7 701	42	0	0	0	0	0	0	141	0	141	1	1.06	
7 743	7	0	0	0	0	0	0	262	0	255	3	2.99	
7 746	42	0	0	0	0	0	0	1271	0	1238	16	16.02	
7 762	3	0	0	0	0	0	0	47	0	42	0	0.63	
7 833	11	0	0	0	0	0	0	147	0	147	2	2.12	
7 951	275	53	5613	1192	5319	1134	0	3962	0	3830	51	5.00	
UNIT 7 TOTAL	1144	115	11528	2356	10833	2221	0	13351	0	12944	168	2.55	

UNIT	SPECIES	***** SAWTIMBER ***** (PROD = 01 UM = 01, 03)						***** NON-SAWTIMBER ***** (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)				
		TOTAL EST.	EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***		*** NET ***		CORDS
		# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	
8	012	0	0	0	0	0	0	0	0	0	0	0.00
8	094	0	0	0	0	0	0	0	0	0	0	0.00
8	316	38	2	159	32	149	30	0	332	0	328	2.88
8	318	654	9	730	138	673	127	0	6004	0	5832	76.04
8	371	38	2	166	35	164	35	0	161	0	156	1.67
8	375	1	0	0	0	0	0	0	25	0	25	0.28
8	531	17	0	0	0	0	0	0	221	0	212	2.84
8	541	24	8	767	158	716	148	0	266	0	262	3.81
8	701	47	0	0	0	0	0	0	156	0	156	1.17
8	743	23	0	0	0	0	0	0	1187	0	1141	14.94
8	746	101	0	0	0	0	0	0	4207	0	4074	52.93
8	762	2	0	0	0	0	0	0	35	0	31	0.46
8	833	12	0	0	0	0	0	0	163	0	163	2.34
8	951	280	18	1893	404	1792	384	0	3581	0	3490	46.52
UNIT 8	TOTAL	1237	39	3714	767	3493	724	0	16338	0	15868	205.87
9	012	44	0	0	0	0	0	0	164	0	158	1.47
9	094	3	3	225	51	225	51	0	18	0	18	0.15
9	316	70	13	888	179	830	168	0	624	0	618	5.95
9	318	1069	48	4125	782	3802	720	0	9880	0	9623	125.07
9	371	69	12	938	198	926	196	0	348	0	339	3.91
9	375	1	0	0	0	0	0	0	34	0	33	0.37
9	531	26	0	0	0	0	0	0	316	0	305	4.09
9	541	69	44	4256	877	3974	822	0	799	0	788	11.15
9	701	75	0	0	0	0	0	0	248	0	248	1.87
9	743	73	0	0	0	0	0	0	2740	0	2669	34.33
9	746	488	0	0	0	0	0	0	13940	0	13579	175.78
9	762	2	0	0	0	0	0	0	47	0	41	0.62
9	833	19	0	0	0	0	0	0	260	0	260	3.74
9	951	888	103	10672	2279	10105	2168	0	11451	0	11159	148.43
UNIT 9	TOTAL	2896	223	21103	4367	19862	4125	0	40870	0	39839	516.91

UNIT	SPECIES	***** SAWTIMBER ***** (PROD = 01 UM = 01, 03)						***** NON-SAWTIMBER ***** (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)				
		TOTAL EST.	EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***		*** NET ***		CORDS
		# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	
99	012	0	0	0	0	0	0	0	0	0	0	0.00
99	094	0	0	0	0	0	0	0	0	0	0	0.00
99	316	25	8	586	116	550	109	0	232	0	230	2.41
99	318	323	27	2293	435	2116	400	0	2867	0	2814	36.35
99	371	24	7	515	109	508	108	0	132	0	130	1.56
99	375	0	0	0	0	0	0	0	2	0	2	0.02
99	531	6	0	0	0	0	0	0	52	0	51	0.69
99	541	33	27	3005	601	2792	561	0	374	0	369	5.23
99	701	23	0	0	0	0	0	0	75	0	75	0.56
99	743	9	0	0	0	0	0	0	268	0	262	3.33
99	746	82	0	0	0	0	0	0	1826	0	1778	23.13
99	762	0	0	0	0	0	0	0	3	0	2	0.04
99	833	6	0	0	0	0	0	0	78	0	78	1.13
99	951	129	58	6145	1306	5822	1243	0	1584	0	1560	20.34
UNIT 99	TOTAL	659	126	12544	2567	11789	2421	0	7494	0	7351	94.80

SUBTOTALS		*****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	239	0	0	0	0	0	0	1013	0	982	9.47	
094	21	10	1234	257	1212	252	0	105	0	105	1.80	
316	911	129	9691	1921	9095	1810	0	8181	0	8090	75.98	
318	14485	452	38707	7340	35714	6758	0	135346	0	131501	1712.88	
371	893	111	8700	1840	8590	1818	0	4236	0	4111	46.15	
375	21	0	0	0	0	0	0	566	0	549	6.19	
531	378	0	0	0	0	0	0	4870	0	4674	62.56	
541	807	450	49375	9911	45896	9253	0	9291	0	9155	130.54	
701	1016	0	0	0	0	0	0	3378	0	3378	25.40	
743	546	0	0	0	0	0	0	22906	0	22206	287.50	
746	3284	0	0	0	0	0	0	103386	0	100544	1302.70	
762	41	0	0	0	0	0	0	780	0	687	10.32	
833	254	0	0	0	0	0	0	3530	0	3530	50.80	
951	6540	978	103274	21963	97846	20895	0	82394	0	80520	1067.99	
OVERALL TOTALS---	29437	2129	210981	43231	198353	40786	0	379984	0	370033	4790.28	

<b>SOLICITATION AND OFFER FOR INTEGRATED RESOURCE CONTRACT</b>								
1. Contract Number: 40119		2. Date and Time for Receipt of Offers: 08/26/2015 02:00 PM		3. Opened By:			4. In the Presence of:	
5. Contract Name: Hill Top Stewardship								
6. National Forest: Chequamegon/Nicolet				7. Ranger District: Lakewood/Laona			8. Type of Offer: Best Value	
9. To: (Title and address of Contracting Officer receiving offers) District Ranger's Office Sale Officer 4978 Hwy 8 West Laona, WI 54541				10. Name of Newspaper: The Northwoods River News			11. Date Published: 07/28/2015	
				12. City: Rhineland WI 54501			13. State: Wisconsin	
<b>INSTRUCTIONS TO CONTRACTING OFFICER:</b> Verify that TIM has completed applicable blanks before sending to prospective Offerors. Attach copy of contract solicitation. Entries are required in blocks 1; 2; 5; 6; 7; 9; 10; 11; 12; 13; 14a, b, c, d, e, f, h, & i; 15a, b, c, & d; 19; and 24; and instructions 2, 5, and 10 for all contracts. Entries are required in block 14g for species with a fixed rate. Strike out spaces for entries in one or more of columns 14e, h, or i, if not applicable to the contract.								
<b>*****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:*****</b>								
<b>14. Timber Offer Information:</b>				<b>Rates Per Unit of Measure</b>				
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Offer Rate (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
<b>Mandatory Timber Cutting Units</b>								
Hardwood - Other	Sawtimber	CCF	407.00	\$1.00	\$122.66		\$0.00	N/A
Aspen	Pulpwood	CCF	1,226.00	\$1.00	\$32.64		\$0.00	N/A
Basswood	Pulpwood	CCF	816.00	\$1.00	\$7.73		\$0.00	N/A
Hardwood - Other	Pulpwood	CCF	1,658.00	\$1.00	\$29.07		\$0.00	N/A
<b>Only the Fixed Rate Applies.</b>						<b>Fixed Rate</b>		
<b>Not Applicable</b>								
<b>Optional Timber Cutting Units (Offering Optional):</b>								
<b>Not Applicable</b>								
<b>Only the Fixed Rate Applies.</b>						<b>Fixed Rate</b>		
<b>Not Applicable</b>								
<b>15. Stewardship Project Offer Information:</b>								
Project Number (a)	Project Description (b)			Unit of Measure (c)	Estimated Quantity (d)	Rate per Unit (e)	Total Offer (d) x (e) (f)	
<b>Mandatory Stewardship Projects - Offeror must complete columns (e) and (f):</b>								
1	Natural Hardwood Site Prep (Canopy Gap Cleaning)			Acres	313.00			
<b>Optional Stewardship Projects (Offering Mandatory) - Offeror must complete columns (e) and (f):</b>								
<b>Not Applicable</b>								

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

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

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

- a. That the Offeror and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from contracts (covered transactions) by any Federal department or agency.
- b. That the Offeror and its principals have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Offeror and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Offeror and its principals have not within a 3-year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for breach or default of a contract.

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

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

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

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

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

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

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

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

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

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

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

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

**18. ROAD CONSTRUCTION OPTION:**

Not applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

Business Name (Type or Print)

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

**26. PERSONAL IDENTIFICATION INFORMATION:**

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

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

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

## INSTRUCTIONS TO OFFERORS

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

2. **PREPARATION OF PROPOSALS:** Offers shall be manually signed, prices entered in block 14(g) for timber values and blocks 15(e) and 15(f) for the cost stewardship projects and all fill-in blocks, 16b, 18, 25, and 26 completed. The offer rates in column 14g for each species must be equal to or greater than the advertised rate for each species in column 14f. If erasures or other changes appear on the forms, the person signing the offer must initial each erasure or change.

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

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

(i) **Technical Approach**

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

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

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

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

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

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

(ii) **Capability and Past Performance**

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

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

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

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

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

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

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

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

**5. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT:** One award will be made to the Offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors including those listed in section 2a(i)-(iii) of these instructions and any additional factors listed in the prospectus when combined, are 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: Hill Top Stewardship

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:

**BIDDER BOND INFORMATION**

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

**Sale Name: Hilltop Stewardship Sale**      **Bid Date: 8/26/2015**

**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

<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.*