SOLICITATION AND OFFER FOR INTEGRATED RESOURCE CONTRACT

1. TIM ID: 20160	2. Date and Time for Receipt of Offers: 07/29/2013 01:00 PM	3. Opened By:	4. In the Presence of:

5. Contract Name: Kakabika Stewardship

6. National Forest: Ottawa	7. Ranger District: Bessemer	8. Type of Offer: Best Value

9. To: (Title and address of Contracting Officer receiving offers)	10. Name of Newspaper:	11. Date Published:
DISTRICT OFFICE Bid Custodian E6248 US Highway 2 Ironwood, MI 49938	DAILY GLOBE	06/28/2013
	12. City:	13. State:
	IRONWOOD	Michigan

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

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

14. Timber Offer Information:

Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Rates Per Unit of Measure: Base Rate (e)	Advertised Rate (f)	Offer Rate (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Mandatory Timber Cutting Units								
Mixed Conifer	Sawtimber	CCF	3.00	$1.75	$19.33		$0.00	N/A
Mixed Hardwood	Sawtimber	CCF	93.00	$3.57	$64.50		$0.00	N/A
Sugar Maple	Sawtimber	CCF	123.00	$7.03	$150.11		$0.00	N/A
Aspen	Pulpwood	CCF	395.00	$1.50	$13.34		$0.00	N/A
Mixed Conifer	Pulpwood	CCF	6.00	$1.34	$9.19		$0.00	N/A
Mixed Hardwood	Pulpwood	CCF	2,724.00	$1.61	$15.99		$0.00	N/A
Only the Fixed Rate Applies.						**Fixed Rate**		
Not Applicable								
Optional Timber Cutting Units (Offering Optional):								
Not Applicable								
Only the Fixed Rate Applies.						**Fixed Rate**		
Not Applicable								

15. Stewardship Project Offer Information:

Project Number (a)	Project Description (b)	Unit of Measure (c)	Estimated Quantity (d)	Rate per Unit (e)	Total Offer (d) x (e) (f)
Mandatory Stewardship Projects - Offeror must complete columns (e) and (f):					
1-013	Long-lived Conifer Release	Acres	23.00		
2-053	Long-lived Conifer Release	Acres	43.00		
Optional Stewardship Projects (Offering Mandatory) - Offeror must complete columns (e) and (f):					
3-008	Aspen Site Prep	Acres	9.00		

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

a. That the Offeror has not employed or retained any company or person (other than a full-time bona fide employee working solely for the Offeror) to solicit or secure this contract.

b. That the Offeror has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Offeror) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract and agrees to furnish information relating thereto as requested by the Contracting Officer.

c. That the Offeror meets the requirements in 36 CFR 223.101 regarding determination of contractor responsibility.

d. That if awarded this contract that Offeror will complete the contract to its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber or forest products and complete stewardship projects by the termination date.

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

a. That the Offeror and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from contracts (covered transactions) by any Federal department or agency.

b. That the Offeror and its principals have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Offeror and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Offeror and its principals have not within a 3-year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for breach or default of a contract.

Offerors that cannot certify this block, in whole or in part, shall submit an explanation with their offer. (See instruction 14.)

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

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

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

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

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

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

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

18. ROAD CONSTRUCTION OPTION:
Not applicable.

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

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

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

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

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

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

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

24. CERTIFICATION OF NON-AFFILIATION:
Not applicable.

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

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

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

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

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

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

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

Receipt for Returned Deposits:

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

_____

Signature: _____ Date:_____

INSTRUCTIONS TO OFFERORS

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

2. PREPARATION OF PROPOSALS: Offers shall be manually signed, prices entered into each block of the 'Offer Rate' column (block 14g) for all material subject to offering and blocks 15e and 15f for the cost stewardship projects and all fill-in blocks, 16b, 18, and 25, completed. If erasures or other changes appear on the forms, the person signing the offer must initial each erasure or change.

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

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

(i) Technical Approach

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 conservation 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.

(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 Michigan Counties: Gogebic, Houghton, Ontonagon, Iron, and Dickinson
Wisconsin Counties: Vilas. Florence, Forest, Marinette, Iron. Identify how you intend to utilize labor, subcontractors, and other workforce from the local area. Additional evaluation preference will be given for the use of labor or subcontractors located closest to the contract area.

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

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

4. OPENING OF OFFERS: The competitive proposal does not allow for public opening of offers. The Government may disclose the following information in post-award debriefings to other Offerors: (a) the overall evaluated price and technical rating of the successful Offeror; (b) the overall ranking of all Offerors, when any ranking

was developed by the Agency during source selection, (c) a summary of the rationale for award, and (d) for acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

5. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: One award will be made to the Offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors including those listed in section 2a(i)-(iii) of these instructions and any additional factors listed in the prospectus when combined, are approximately equal to cost or price. The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Where technical proposals are determined to be substantially equal, any cost/price advantage to the Government may control award.

Proposals must be submitted initially on the most favorable terms from a technical and price standpoint which the Offeror can submit to the Government. Therefore, the Government reserves the right to award without discussions with the Offerors. However, after receipt of initial offers, written or oral discussions may be conducted with all responsible Offerors whose offers are determined to be in the competitive range. Discussions conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

Firms lacking a past performance record (new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, and will receive a neutral rating in this criteria. A neutral rating will be established as the average of all other competing Offerors.

The selection official will base the award decision on a tradeoff between price and non-price factors, comparing the relative risk to the government of poor or non-performance posed by each of the offerors, and making a judgement as to whether or not reduced risk of performance is worth additional cost. In some cases this will result in award to a lower ranked but lower priced offer, in other cases award may be to a higher ranked but higher priced offer.

The Government may, when in its interest, reject any or all offers or waive any informality in offers received. A written award mailed (or otherwise furnished) to the successful Offeror shall be deemed to result in a binding contract without further action by either party.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this stewardship contract are the same as, or nearly the same as, conditions existing on other contract(s) in appeal or litigation, Contracting Officer may delay award or reject all offers. If delay in award is for 10 days or more during Normal Operating Season after offer opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the actual time lost.

6. DAMAGES: Offeror acknowledges that this contract shall be terminated for breach pursuant to blocks 16, 16a, 16b, 19, 20, 23, 24, and/or 25 of this offer form if: (a) the Offeror fails to execute a stewardship contract, or furnish a satisfactory performance bond, within the number of days listed in block 19, of award letter's date; or (b) the Offeror is found to have violated the False Statements Act in making any statement or certification on this offer form, including not meeting contractor responsibility requirements. The Offeror acknowledges that the Offeror shall not be entitled to cure this breach and that it will pay damages pursuant to the following terms:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. ELECTION OF ROAD OPTION: Not applicable.

11. DEFINITIONS:

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

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

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

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

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

Small Business: In contracts of National Forest timber a small business is a concern that: (a) is primarily engaged in the logging and forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of

operation; and (d) together with its affiliates does not employ more than 500 persons.

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

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

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

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

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

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

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

14. SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Pursuant to 7 CFR 3017.335 each contractor shall require subcontractors to include a certification for it and its principals in any proposal submitted in connection with this contract. Contractors shall keep the certifications on file until the termination date of the contract.

A participant in a contract may rely upon a certification of a prospective subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from the contract, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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

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

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

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

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

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

Contract Name: Kakabika Stewardship

National Forest: Ottawa

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

Additional Information for Development of Technical Proposals

The attached **Technical Proposal – Kakabika Attachment 1 to the Bid Form** template provides prospective Offerors with additional information on how to develop their proposals and what specific items to address or emphasize. These items cover areas of special concern to the Forest Service and those that collaborated to develop this Project. **They are areas where we are more likely to consider tradeoffs between price and quality**. You may use the attached template or develop your own, however all items listed in the Offer for Integrated Resource Contract Form should be addressed in your Technical Proposal.

Please keep in mind -

- What you put down in your Technical Proposal becomes a binding part of the Contract (see G.3.1.1 - Inclusion of Technical Proposal). **This includes your Operating Schedule, how you plan to accomplish the work, and the personnel (including sub-contractors) that you plan to use.**
- If it fits, include adaptive approaches. These might help to make sure you are not tied into actions that may become unnecessary. They can also be used to describe to the Forest Service how operations will be done differently if problems arise.
- We understand that what you put in your Technical Proposal may have a price tradeoff. The government is looking for the offer that is both technically acceptable and whose technical/price relationship is the most advantageous to the Government (Best Value).

Also, to further assist you in completing the technical proposal, the *italicized* text provide contractors with details on information to provide in response to the evaluation criteria. **Suggestions listed are not all inclusive and the contractors should add other information as appropriate.**

A cover sheet is provided to attach to your Technical Proposal – Attachment #1. Please number and label all pages submitted with your Bid Form so we may ensure that all Pages are accounted for.

COST/PRICE EVALUATION CRITERION. These criteria will (1) consider price reasonableness, and (2) be used to help determine the Offerors' understanding of the work. The importance of cost/price may become greater as the differences between technical proposals decreases. Where Technical Proposals are determined to be substantially equal, any cost/price advantage to the Government may control award.

Price Proposal (complete, sign and enclose form FS-2400-14BVU)

Technical Proposals will be evaluated and ranked on the basis of the following listed criteria. All factors are listed in descending order of importance. All sub-factors listed under each evaluation criteria are approximately equal in importance. All technical evaluation criteria when combined are approximately equal to cost or price significantly more important than cost or price significantly less important than cost or price.

Except for Past Performance, the Offeror's Technical Proposal, as accepted by the Forest Service, will be incorporated into any resultant Contract.

In preparing your Technical Proposal, the contractor shall keep in mind the following end results, specifications and objectives that shall be achieved in the SAMPLE CONTRACT. (It is strongly recommended you review the SAMPLE CONTRACT prior to preparing your Technical Proposal).

LIST OF END RESULTS, SPECIFICATIONS AND OBJECTIVES TO BE MET WITH THE HOW-TO'S DESCRIBED BY THE CONTRACTOR IN THEIR TECHNICAL PROPOSAL	**PAYMENT UNITS**
Contractor has equipment, with experienced operators, that can work in portions of Contract with higher residual density due to requirements in the Wild & Scenic River Corridor without causing unnecessary damage to residual stands.	Payment Unit 11
Contractor has experienced sawyers that can hand-fell/girdle trees in a manner that results in minimal damage to residual. ***Sawyer has the skills to select the trees to release and the trees to fell/girdle.***	Stewardship Projects #1-013, #2-053
Quality Control Plan will ensure that residual trees, other resource protection measures defined in the Sample Contract, and Safety requirements are met or exceeded.	Contract Area
Plan of Operations demonstrates Contractor will complete the Contract by the Termination Date. Operating Plans that demonstrate the Contract will be completed on an accelerated schedule will be given a higher rating. *(Optional Blank Operating Schedule format included with Bid Form to assist in this process)*	Contract Area, Harvest, Road work, Stewardship Projects, Contractual Work
Contractor's Representatives past experience in Contract administration of crews and sub-contractor(s) with similar harvest types, road work, and stewardship projects defined in this Contract will ensure compliance with Contract Specifications and reduce the amount of Forest Service oversight on this Contract.	Contract Area

EVALUATION CRITERIA.

The Government will assess the capability of each offeror on the basis of the following criteria which are of approximately equal value listed in priority order from highest to lowest: (i) Technical Approach, (ii) Capability and Past Performance, (iii) Utilization of Local Workforce including utilization of small businesses, and (iv) Benefit to communities within the defined local area. The Government will evaluate each offer based on the criteria set forth below.

Local Area is defined as .

(i) Technical Approach. The Government will evaluate each Offeror's technical approach on the basis of the following sub-factors:

(A) Plan of Operations. Offeror's who demonstrate a plan of operations for both product removal and stewardship project work, including its timeline (start and completion dates), and the rationale for work activities to ensure all contractual work will be completed by the contract termination date, will rank the highest.

(B) Quality Control Plan and Safety. Offers that show a well-developed quality control plan and effective measures for ensuring the plan will be followed will rank the highest. This shall include both harvesting and the stewardship projects. Safety plans that discuss the multiple hazards inherent in forest work activities and provide adequate measures to mitigate the hazards will rank the highest.

(C) Supervision. Contract managers and on-the-ground supervisors with more than 5 years' experience, that show knowledge of the multiple stewardship activities and can demonstrate their ability to manage the multiple stewardship contracts and subcontractors, will rank the highest.

(D) Equipment. Offerors who provide a list of equipment to be used and its capability to accomplish this contract that is realistic or innovative based on past projects, and achieve the listed **End Results**, will rank the highest.

(E) Production Capability. Offeror's demonstrating a production capability to accomplish this contract within the time allowed will rank acceptable.

(ii) Capability and Relevant Past Performance. The Government will evaluate each Offeror's organizational experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the contract.

(A) Key Personnel. Key personnel who display significant, high quality experience and education in the type of work to be performed will rank higher. Key personnel who display experience in the defined local area will rank higher.

(B) Subcontractors. The Government will evaluate the organizational experience of the Offeror's proposed key subcontractors. Subcontractors who display significant, high quality past performance and who have worked in the defined local area will rank higher.

(C) Relevant Past Performance. Past performance is a measure of the degree to which the Offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations.

In evaluating past performance, the Government will contact some of the references provided by the Offeror and other sources of information, including, but not limited to, Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases.

Past performance will be evaluated on the following sub-factors: Quality of Work, Customer Satisfaction, Timeliness of Performance, Business relations, and Cost Control. Contractors with demonstrated knowledge and experience in the work to be completed, met specifications with few or no contract non-compliances or breaches, satisfied their customers, finished on time or ahead of time, maintained amicable communications with customer, exhibited flexibility, and completed the work at or below contract cost (assuming no changes in specifications), will be rated the highest.

(iii) Utilization of Local Workforce.(Local Area is defined in the Prospectus) The ability of Offerors to enhance local and small business employment opportunities will be evaluated based upon the following sub-factors. "Place of operation" is defined as the Contractor's address for normally doing business on a year-to-year basis. Credit for recruitment, employment or utilization of labor or subcontractors will be evaluated as follows:

1. Highest evaluated rating: Utilization of work force for at least 9 months each year, creating jobs, and maintaining infrastructure in the defined local area.
2. Secondary evaluated rating: Utilization of work force for at least 6 months each year, creating jobs, and maintaining infrastructure in the defined local area, and
3. Lowest evaluated rating: Utilization of work force for less than 6 months each year, creating jobs, and maintaining infrastructure.

(A) Local Hires. Offerors who submit the greatest number of local hires residing in the defined local area will be given a higher rating.

(B) Prime Contractor. Offerors whose permanent place of operation is within the defined local area will be given a higher rating

(C) Key Personnel. Key personnel who are from the defined local area who display significant, high quality experience and education in the type of work to be performed will rank higher.

(D) Subcontractors. Offerors who submit the greatest number of subcontractors having a permanent place of operation inside the defined local area will be given a higher rating.

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

(iv) Benefit to Communities Within the Defined Local Area.

(A) Positive Economic Impact. In addition to Utilization of Local Workforce, Offerors that commit to spending the most at businesses within the defined local area will be rated the highest.

(B) Delivery and Processing of Forest Products.

Contractors who deliver forest products removed from the contract area to locations inside the defined local area which are also processed at manufacturing facilities inside the local area will be rated the highest. Contractors who deliver forest products removed from the contract area to locations within xx miles of the defined local area will be rated the second highest. Contractors who deliver forest products removed from the contract area to locations beyond xx miles of the defined local area will be rated the lowest. *This only applies to sawtimber products.*

Instructions for Submission of Technical Proposals

TECHNICAL APPROACH

Capability and Past Performance Section (Items 1 – 6 of the Attachment 1 Form)

- Fill out a Capability and Past Performance Information Sheet for **each of your key supervisory personnel** and for **each subcontractor** you intend to use to include the following information. This information is used to determine level of experience and to follow-up on reference checks for personnel that will be working on this Contract.

Items included:

Name, Location, and phone number of each Company - (physical & mailing address of company)
Years of experience in this line of work (logging and service work)
Work Activities - (list applicable supervision, harvest, road construction, or stewardship projects)
Key Personnel - (list owner, field reps, etc.)
Past Contracts - (list contracts within past 3 years which involve similar work)
Equipment - (list specific equipment that will be used to accomplish the contract activity – this can include equipment you currently have or plan to secure)
Methods - (indicate specific methods if appropriate)
Production Capability - (list production capability in terms of work activity unit of measure)
Special qualifications, experience, or education
Point of Contact for a reference check – name, phone number, email, or similar

Utilization of Local Work Force

- On each of the attached **Capability and Past Performance Information Sheets** list the physical address of each subcontractor and whether they have historically done contracts within the defined Local Area (Counties in Michigan: Gogebic, Ontonagon, Houghton, Iron, and Dickinson; Counties in Wisconsin that adjoin Michigan.

- How does your hiring, training, or subcontracting help to develop a multi-skilled local workforce and provide greater opportunities for year-round work in the defined Local Area? *This can be described in a separate document.*

Contract Management (Item 7 of the Attachment 1 Form)

In preparing your Technical Proposal, the contractor is to keep in mind the end results, specifications and objectives (**described in the SAMPLE CONTRACT**) that are to be met with the "how-to" of accomplishing them described in your Technical Proposal. The contractor is to develop specific responses to individual Bid Items (including the timber harvest and the stewardship projects) to describe how the end results, specifications and objectives are to be achieved. *The information you provide will also be used to make a Determination of Responsibility as a Contractor.*

Also, Contractors are advised to review Special Provisions KT-GT.3.1.4# and KT-FT.1.2# in the Sample Contract for additional operational requirements and restrictions.

- **Operating Schedule (Item 7.e.)** - provide an operating schedule showing how you plan to complete contract activities within the contract term. **A Blank Operating *Plan form is enclosed***

for your use. Use of this form is optional; however, you will have to address the items shown in the form.

Some things to consider when developing your schedule and that you could include as part of your response include;

- *the sequence of work – correctly recognizing the order and timing in which things are required to be done, i.e. road completion date, summer logging, winter logging, etc.*
- *cash flow issues associated with doing the project work before logging begins.*
- *flat rate timber prices – How does your schedule address the risk associated with a flat rate timber price over a 3 year contract period. Have you taken possible price increases into account for the service type stewardship projects in the price entered on the offer form to complete the work?... or is one not needed?*

- **Quality Control Plan** (Item 7.f) - attach your General Quality Control Plan (*a Sample is shown here*)

Quality Control is an important emphasis item for the Kakabika Stewardship Integrated Resource Contract. Offerors are encouraged to develop an effective plan for ensuring that their operations are in compliance with all contractual requirements. Offerors should develop a General Quality Control Plan that addresses the following four questions:

a. How will quality be monitored to assure performance standards are met?
Example: Break down the response into major work areas. For example, tree topping, logging, and planting. For all items, you might mention whether you want a pre-work in the field to discuss quality before activities begin.

Logging: list examples of the types of things that will be monitored, e.g. residual tree damage, soil displacement and compaction, determining whether appropriate logging conditions are met, cutting only designated trees (no orange), landing size, etc. Indicate whether there is a separate quality control process and how often it will occur, i.e. is your field representative going to take some extra time every day/once a week to review all aspects of quality control? (or, do you just rely on every worker to do their job properly?) Will he be documenting the results of monitoring or just reporting problems verbally to the Contractor's Rep and Forest Service?

Tree topping: Indicate the process you will use to determine whether you are meeting the number of trees to be treated in the specifications. Will this require frequent visits by Forest Service to make sure you are on track?

b. How will the quality control work be supervised?
This is the next higher level of supervision, i.e. how will the Contractor's Rep type supervise the Field Rep's work? How often can we expect the CR to be there? Will the CR do a sample inspection as well, e.g. "once a week the Contractor's Rep will review the results of the quality monitoring for that week (written or verbal) with the Field Rep and do a walk through sample inspection of the completed area to discuss and verify quality control inspections. If there are problems that were not identified by the Field Rep what will be done? (the FR says "everything looks great" and you find that an obvious problem with orange painted trees cut… someone's not doing their quality control job)

c. How will results of the monitoring be used to ensure quality performance?
If the inspections indicate a problem, how will that be addressed? For example, "The Field Rep will review the problem with those that did the work, require that it be reworked before further work is done (if it can be corrected), and inspect the next batch of work more frequently until it is determined that the problem is corrected. The Field Rep will report quality issues to the next higher level (Contractor's Rep) and to the Forest Service contract administrator".

d. Identify, by work activity, the personnel responsible for performing quality control?
As described above the Contractor's Rep supervising quality control will be _____. The Field Rep responsible for quality control monitoring of logging will be _____. The Field Rep for <name of work item> will be _____. The Field rep for <name of work item> will be _____.

or

Name of person will be the contractor's representative supervising quality control and all work items included in this contract.

- **Methods for this Specific contract (Item 7.g.)** - describe what logging methods, logging equipment, trucking capability, road construction equipment and capability. Use this to supplement your Plan of Operations.

  Does the choice of logging system meet contract requirements? Are you going to use a method that will produce better results? Will the equipment be able to meet the contract specifications for varying piece sizes? Will the equipment be able to complete the work in the timeframe required in the contract? Will you be sub-contracting out part of your logging process and to whom? Examples include trucking of forest products, mobilization of your logging equipment to the work-site, road construction & pre-haul maintenance, etc.

Technical Proposal
Kakabika Stewardship Integrated Resource Timber Contract

Prepared for the Bessemer Ranger District
OTTAWA NATIONAL FOREST

NOTE:
SUBMISSION OF OFFERS AND TECHNICAL PROPOSALS ARE DUE BY
July 29, 2013 AT 1:00 P.M. (Local Time) to the Bid Custodian in Watersmeet, Michigan

This Technical Proposal is being submitted in response to the advertisement of the Arrowhead Stewardship Integrated Resource Contract advertised on June 28, 2013 in the *Daily Globe, Ironwood, MI.* A Price Proposal is submitted on the enclosed "Offer For Integrated Resource Contract" form FS-2400-14BVU.

I understand that the **Kakabika Stewardship Integrated Resource Contract** will be awarded based on a Best Value determination. 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.

This Technical Proposal, along with the FS-2400-14BVU Price Proposal, constitutes a firm offer and binds this company to accept award under the terms of the sample contract, the offer form, and any of the accepted terms of this Technical Proposal.

All information enclosed in this document is Proprietary Information. Do not release to the Public, Not Subject to FOIA unless I give written permission: (please check one)

_____YES, can Release

_____NO, do not Release

_____
Name of Offeror (Signature & Print)

_____
By (signature)

_____
Date

Kakabika Stewardship Project **Page ___ of ___**
Bidder Name:_____
(SUBMIT WITH BID FORM)

ATTACHMENT 1 - TECHNICAL PROPOSAL

Instructions: Mark X in the appropriate boxes. Complete Items 1 – 6 for Business, and EACH Sub-Contractor; Include with Bid Form submitted.

CAPABILITY & PAST PERFORMANCE SECTION:

1. Contractors Name, Address & Telephone No. email address: _____	2. Type of Business __Company __Co-Partner __Corporation __Individual __Non-profit

3. How many years experience do you have in this line of work____Yrs

4. How many years experience as a prime contractor_____subcontractor_____

5. List the relevant current/past projects for your business in the last 3 years:

a. 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:

_____
_____
_____

b. 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:

_____
_____

c. 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:

Kakabika Stewardship Project **Page ___ of ___**
Bidder Name:_____
(SUBMIT WITH BID FORM)

d. 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:

_____
_____
_____

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:

_____
_____
_____

6. 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

Bidder Name:_____

(SUBMIT WITH BID FORM)

7. CONTRACT MANAGEMENT SECTION

a. No. of employees: _____ .b. Are employees regularly on your payroll: ___yes ___no

c. The names and resumes of your contract manager and on-the-ground supervisor.

d. The names and resumes of your subcontractor's.

e. A plan of operation for both timber removal and stewardship project work, including a timeline and the rationale for work activities to ensure all contractual work will be completed by the termination date.

Bidder Name:_____

(SUBMIT WITH BID FORM)

f. A quality control plan for both the harvesting and the stewardship projects.

g. The equipment you propose to use to accomplish this contract.

Kakabika Stewardship Project **Page ___ of ___**
Bidder Name:_____
(SUBMIT WITH BID FORM)

8. Geographical Proximity.

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

9. List the experience of the principal individuals of your business

INDIVIDUALS NAME	PRESENT POSITION	YRS EXP	TYPE OF WORK

10. Information required to complete a financial responsibility determination if the apparent successful offeror.

a. Credit References

Company Name/Address	Point of Contact	Telephone number	TYPE OF WORK

b. Banking Information.

Company Name/Address	Point of Contact	Telephone number	TYPE OF WORK

11. REMARKS: **(PLEASE NOTE ADDITIONAL SHEETS MAY BE ATTACEHD TO SUPPLEMENT THIS FORM)**

Kakabika Stewardship Project
Bidder Name:_____
(SUBMIT WITH BID 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:

Offeror: Please make copies of this form and have references submit directly to Iron River/Watersmeet Ranger District offices, E23979 US 2 East, Watersmeet, MI 49969, or fax to (906) 358-4000

Attachment 2

PRESENT/PAST PERFORMANCE QUESTIONNAIRE

You have been selected to provide information on the Contractor named in Section A. Please complete Section B and the attached questionnaire and fax or mail attention of: Contracting Officer at (906)358-4000 by 1:00 PM (CT) on July 29, 2013. Please mark "Confidential".

SECTION A: CONTRACTOR INFORMATION

1) Contractor's Name and Address: _____
_____

2) Point of Contact: _____

3) Phone #: _____

4) Contract Number: _____ Contract Type: _____

5) Project Title: _____

6) Period of Performance: _____

7) Brief Description/Scope of Services provided: _____

8) Authorization is hereby granted to provide the information requested in SECTION B of this questionnaire.

_____ _____
Signature of Authorized Contractor Representative Date

_____
Printed Name and Title of Authorized Contractor Representative

SECTION B: RESPONDENT INFORMATION:

A. Name:_____
B. Position:_____
C. Telephone Number:_____ Fax Number: _____
D. Address:_____
_____
_____
E. Relationship and Time Involved with Contractor:_____
F. Date Questionnaire Completed:_____

E	A	N	M	U
Exceptional	Acceptable	No Rating	Marginal	Unacceptable

	Contract Performance						
1.	Working relationship with your Company	E	A	N	M	U	
2.	Did the contractor provide experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements? If no, please explain.	Yes	No		N/A		
3.	Exhibited knowledge of and compliance with government (or other) regulations and industry standards	E	A	N	M	U	
4.	Did the contractor provide and properly maintain operational equipment throughout the term of the contract? If no, please explain.	Yes	No		N/A		
5.	Did the contractor demonstrate the ability to hire, maintain, and replace, if necessary qualified personnel during the contract? If no, please explain.	Yes	No		N/A		
6.	Does the contractor provide timely and accurate records?	Yes	No		N/A		
7.	How well did the contractor comply with Environmental, Safety, health and security requirements	E	A	N	M	U	
8	Would you award similar contracts to this contractor (If no, Please explain in remarks)	Yes	No		N/A		
9.	Contractor's Overall Performance	E	A	N	M	U	
	Quality of Service/Control						
1.	Contractor's accomplishment in meeting the quality standards	E	A	N	M	U	
2.	Did the contractor provide an effective quality control plan or inspection procedures to meet contract requirements? If no, please explain.	Yes	No		N/A		
3.	Overall Quality of Service/Control	E	A	N	M	U	
	Timeliness						
1.	Was the job/contract started and completed on time?. If not, explain	Yes	No		N/A		
2.	Did the contractor have a system or method to track progress on all work in progress?	Yes	No		N/A		

REMARKS: If additional remarks are necessary, please attach an additional sheet.

_____

_____

_____

_____

_____

_____

This form is available electronically.

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

AD-3030-FS

U.S. DEPARTMENT OF AGRICULTURE

REPRESENTATIONS REGARDING FELONY CONVICTION AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

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

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

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

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

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

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

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

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

PART B – SIGNATURE

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

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

This form is available electronically.

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

AD-3031-FS

U.S. Department of Agriculture

ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 55a – as amended). The authority for requesting the following information for Forest Service is in sections 433 and 434 of the Consolidated Appropriations Act 2012, P.L. No. 112-74, and subsequent similar provisions. The information will be used to document compliance with appropriations restrictions.*

According to the Paperwork Reduction Act of 1995 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 of this information collection is 0505-0025. The time required to complete this information collection is estimated to average 3 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. The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012, P.L. No. 112-74, Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies.

Accordingly, by accepting this award the recipient acknowledges that it: (1) does not have a tax delinquency, meaning that it is not subject to 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, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment of the recipient corporation, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the awarding agency will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

APPLICANT'S SIGNATURE (BY)

TITLE/RELATIONSHIP OF THE INDIVIDUAL IF SIGNING IN A REPRESENTATIVE CAPACITY

BUSINESS NAME

DATE SIGNED (MM-DD-YYYY)

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