| U.S. DEPARTMENT OF AGRICULTURE<br>FOREST SERVICE<br><br>NATIONAL FOREST TIMBER FOR SALE<br>(Advertisement and Short-Form Bid)<br><br>(Ref. FSM 2430, FSH 2409.18 sec.57.3) | National Forest | Sale Name |
|---|---|---|
| | Deschutes | Echo Fuelwood |
| | Title and Address of Sale Officer Receiving Bid | |
| | Forest Supervisor<br>Deschutes National Forest Supervisor's Office<br>63095 Deschutes Market Road<br>Bend, OR 97701 | |

The quantities listed below in the "Bid for Advertised Timber" are being offered for sale. It includes all timber or forest product marked or otherwise designated for cutting or harvesting in the following location: Sections 5, 19, 20, 31, T.15S., R.9E., WM. Surveyed, Deschutes County, OR.

Full information on the timber or forest product, conditions of sale, and bidding may be obtained at the Forest Service office indicated above, or an indicated address before bids are submitted. Sealed bids will be received by the Sale Officer or authorized representative, up to and not later than 11:00 AM on 08/13/2013.

A certified check, official bank check, bank draft, cashier's check, bank money order, or cash in the sum of three hundred dollars ($300.00), payable to the FOREST SERVICE, USDA, must accompany bid to be applied to the purchase price, refunded, or retained for application toward payment of damages.

No bid of less than that stated under "Minimum Acceptable Bid" will be accepted. Valid bids will be evaluated on the basis of total return to the United States. The right to reject any and all bids is reserved.

## BID FOR ADVERTISED TIMBER

**In response to the above notice of sale (I)(we) bid for the timber as shown in the "Price Bid" column.**

| Species | Product | Estimated Quantity | Unit of Measure | Minimum Acceptable Bid Rate $ | **Price Bid Per Unit of Measure $** | Additional Deposits for Slash Disposal $ |
|---|---|---|---|---|---|---|
| Fuelwood | Fuelwood | 95 | Cords | 25.43 | | 4.04 |

**Bidder acknowledges that Forest Service estimates of operating costs and sale quantities are not guaranteed and that the Forest Service grants no warranty, either expressed or implied, of their accuracy.**

A performance bond is required. The penal sum of the bond will be 10 percent of the total bid value of the sale, rounded up to the nearest $100.00 when the total bid value is $10,000.00 or less and rounded up to the nearest $1,000.00 when the total bid value exceeds $10,000.00 or $300.00 whichever is greater.

The minimum down payment shall be equivalent to the 10 percent of the total advertised value of the sale, plus 20 percent of the bid premium.

If awarded the sale (I) (we) agree (a) to execute a timber sale contract within 30 days from date of notice of award and (b) that the deposit accompanying this bid may be applied to the purchase price or be retained for application toward payment of any damages due the United States for non-performance.

| Date | Signature of Bidder | Name and Address of Bidder |
|---|---|---|
| | | |
| | | Tax Identification No. (TIN) |
| | | |

Public reporting burden for this collection is estimated to be 3 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.

**INSTRUCTIONS FOR:**
**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Timber Sale Transactions**

1. By signing and submitting this proposal, the prospective timber sale purchaser (primary participant) is providing the certification set out below.

2. The inability of a person to provide the certification will not necessarily result in denial of participation in this timber sale (covered transaction). The prospective timber sale purchaser 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 timber sale. However, failure of the prospective timber sale purchaser to furnish a certification or an explanation shall disqualify such person from participation in this timber sale.

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

4. The prospective timber sale purchaser shall provide immediate written notice to the Forest Service, to whom this proposal is submitted, if at any time the prospective timber sale purchaser learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. 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.

6. The prospective timber sale purchaser agrees by submitting this proposal that, should the proposed timber sale 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 timber sale, unless authorized by the Forest Service's non-procurement Debarring and Suspending Official.

7. The prospective timber sale purchaser further agrees by submitting this proposal 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.

8. A participant in a timber sale 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 timber sale, unless it knows that the certification is erroneous. A timber sale purchaser may decide the method and frequency by which it determines the eligibility of its principals. Each timber sale purchaser may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. 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 timber sale purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a timber sale purchaser knowingly enters into a subcontractor transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this timber sale, in addition to other remedies available to the Federal Government, the Forest Service may terminate this timber sale for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Timber Sales**

Sale Name: Echo Fuelwood

National Forest: Deschutes

1. The Bidder certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from timber sales (covered transactions) by any Federal department or agency;

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

(c) 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 (1)(b) of this certification; and

(d) Have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber sale or forest product contract.

2. Where the prospective timber sale purchaser is unable to certify to any of the statements in this certification, such prospective timber sale purchaser shall attach an explanation to this bid.

Name of Timber Sale Purchaser: _____

Business Address: _____
_____
_____

_____ _____
Date Signature

**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 bid 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 timber sale, 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, Ineligibilty, and Voluntary Exclusion**

Sale Name: Echo Fuelwood

National Forest: Deschutes

The prospective subcontractor (particpants 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 timber sale 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