

NATIONAL FOREST TIMBER FOR SALE
CHEQUAMEGON/NICOLET NATIONAL FOREST

The Silver Spoon Stewardship Contract is located in Taylor County, WI, T33N, R1W, Sections 1, 2, 10, 11, & 12. The Forest Service will be accepting sealed bids at the Medford-Park Falls Ranger District, 1170 4th Ave S, Park Falls, WI 54552 at 11:00 AM local time on 05/29/2018 for an estimated volume of 547 CCF of Mixed Conifer sawtimber, 56 CCF of Mixed Hardwood sawtimber, 4,060 CCF of Aspen pulpwood, 166 CCF of Mixed Conifer pulpwood, 984 CCF of Mixed Hardwood pulpwood, and 44 CCF of Red Pine Pulp marked for cutting. In addition, there are estimated quantities of 244.86 acres of Aspen Site Prep, 4.58 acres of Mechanical Brushing, and 16 Grouse Drumming Logs to be felled identified as a Mandatory Stewardship Service Item that must be performed under the contract. Bid for sawtimber, pulpwood, and service items will be at fixed rates and must be accompanied with a technical proposal. The Forest Service reserves the right to reject any and all bids. Interested parties may obtain a prospectus, bid form, and complete information concerning the contract, the conditions of sale, and submission of bids from the Medford or Park Falls District Offices. A full prospectus can also be found on the Chequamegon-Nicolet National Forest website at <http://go.usa.gov/3cEP9>. Those interested in scheduling a pre-bid field review of the stewardship work should contact Carey Cukla at 715-762-5170 or Brian Bergman at 715-762-5118 prior to May 29th, 2018. The USDA is an equal opportunity provider, employer and lender.



Reply to: 2430
Date: April 26th, 2018

Dear Prospective Bidder:

On 05/29/2018, at 11:00 AM, sealed bids will be opened in the Medford-Park Falls Ranger District, 1170 4th Ave. S, Park Falls, WI, 54552 for the Silver Spoon Stewardship Contract. This project is located in Taylor County, WI, T33N, R1W, Sections 1, 2, 10, 11, & 12. Integrated Resource Timber Contract 2400-13T will be used. The termination date for this contract is June 30th, 2022.

The estimated quantities in the contract have been determined prior to felling. Forest Service encourages potential bidders to make their own inspection and estimate prior to bid submission. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the following estimates:

Estimated Quantities and Rates per Unit of Measure					Required Deposits		
Species	Product	Unit of Measure	Estimated Quantities	Advertised Rates	Base Rates	Slash Disposal	Road Maintenance
Mixed Conifer	Sawtimber	CCF	547	\$37.46	\$1.34	\$0.00	\$.12/CCF
Mixed Hardwood	Sawtimber	CCF	56	\$66.09	\$1.61	\$0.00	\$.12/CCF
Aspen	Pulpwood	CCF	4,060	\$35.49	\$1.33	\$0.00	\$.12/CCF
Mixed Conifer	Pulpwood	CCF	166	\$24.07	\$1.24	\$0.00	\$.12/CCF
Mixed Hardwood	Pulpwood	CCF	984	\$25.72	\$1.26	\$0.00	\$.12/CCF
Red Pine	Pulpwood	CCF	44	\$36.62	\$1.34	\$0.00	\$.12/CCF
	Total	CCF	5,857			\$0.00	\$

Mandatory Stewardship Service Items			
Project Number	Work Activity Description	Units of Measure	Estimated Quantity
FRT03	Aspen site prep – Felling of Sub Merchantable Stems Payment Unit 02	Acres	46.92
FRT04	Aspen site prep – Felling of Sub Merchantable Stems Payment Unit 03	Acres	48.84
FRT05	Aspen site prep – Felling of Sub Merchantable Stems Payment Unit 04	Acres	35.7
FRT06	Aspen site prep – Felling of Sub Merchantable Stems Payment Unit 06	Acres	46.3
FRT07	Aspen site prep – Felling of Sub Merchantable Stems Payment Unit 07	Acres	34.2
FRT08	Aspen site prep – Felling of Sub Merchantable Stems Payment Unit 09	Acres	32.9
FRT10	Wildlife Opening Improvement – Mechanical Brushing	Acres	4.58
FRT11	Felling Grouse Drumming Logs Payment Units 03, 04, 05, 06, 07, & 08	Amount	16
	Optional Stewardship Projects (Offering Mandatory)		
FRT01	Aspen Site Prep	Acres	29.91

There is no bid guarantee or down payment required on this sale. A Performance Bond will be required prior to award. If you wish further information on this project, the prospectus, or a bid form, please call Carey Cukla at 715-762-5170 or Brian Bergman at 715-762-5118.

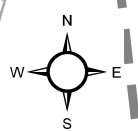
Sincerely,

BOB HENNES
DISTRICT RANGER

Enclosure

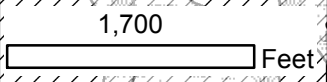
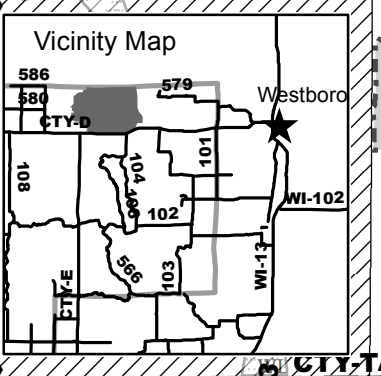
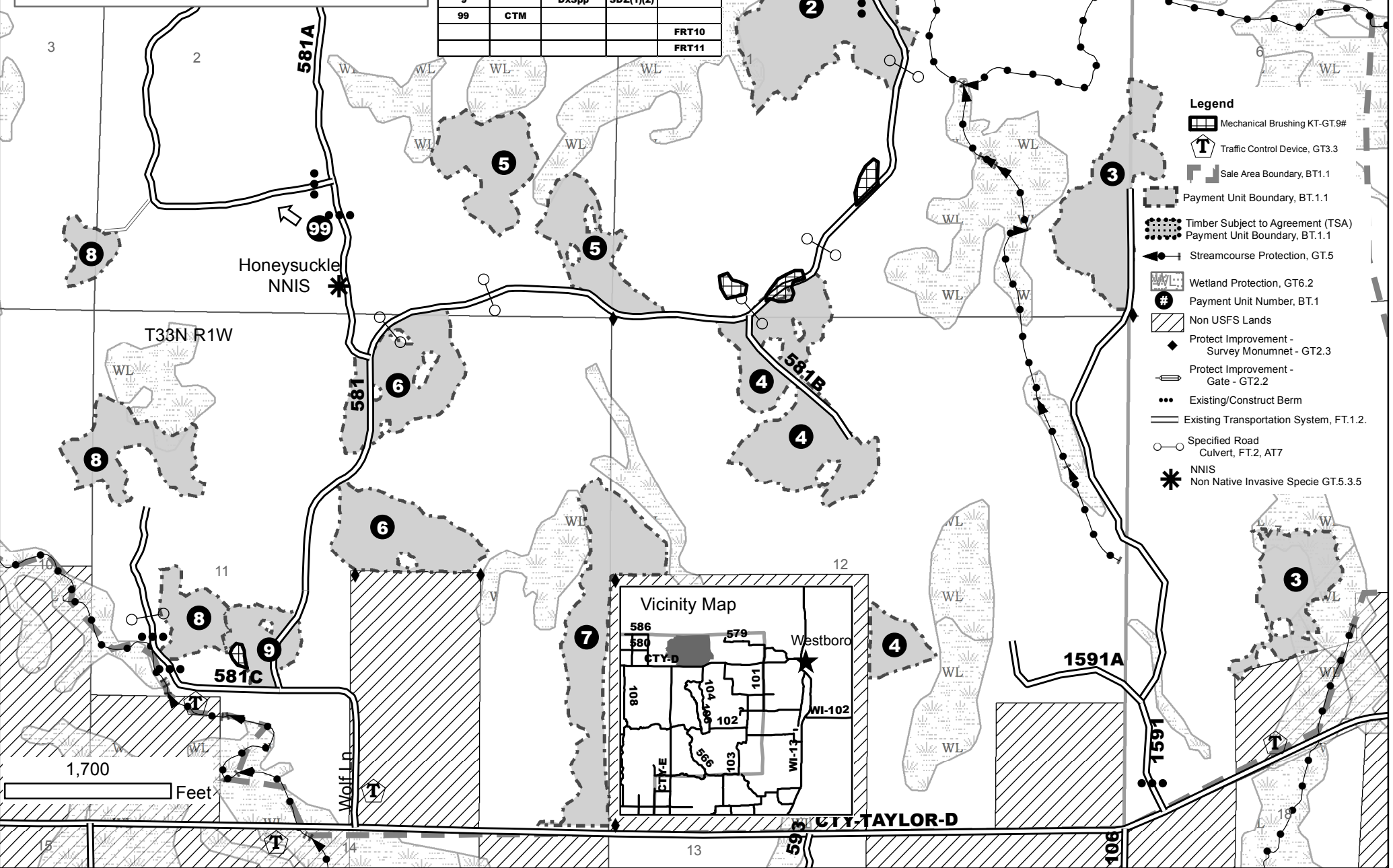
Contract Area Map
Silver Spoon Integrated Resource Contract
Chequamegon-Nicolet National Forest
Medford/Park Falls Ranger District
T33N R1W Sec 1, 2, 10, 11, & 12
T33N R1E Sec 6, & 7
Scale: 1: 15,840
02/28/2018 Sheet 1 of 1

Payment Unit Number	Cut Tree Marking KT-CT.3.5.5	Designated By Species and Diameter	Slash Disposal Measures KT-GT.7#	Stewardship Projects KT-GT.9
1 (TSA)		DxSpp	SDZ(1)(2)	FRT01 (Optional)
2		DxSpp	SDZ(1)(2)	
3		DxSpp	SDZ(1)(2)	FRT03
4		DxSpp	SDZ(1)(2)	FRT04
5		DxSpp	SDZ(1)(2)	FRT05
6		DxSpp	SDZ(1)(2)	FRT06
7		DxSpp	SDZ(1)(2)	FRT07
8		DxSpp	SDZ(1)(2)	FRT08
9		DxSpp	SDZ(1)(2)	
99	CTM			FRT10 FRT11



Timber Subject to Agreement

- Legend**
- Mechanical Brushing KT-GT.9#
 - Traffic Control Device, GT.3.3
 - Sale Area Boundary, BT.1.1
 - Payment Unit Boundary, BT.1.1
 - Timber Subject to Agreement (TSA)
 - Payment Unit Boundary, BT.1.1
 - Streamcourse Protection, GT.5
 - Wetland Protection, GT.6.2
 - Payment Unit Number, BT.1
 - Non USFS Lands
 - Protect Improvement - Survey Monumnet - GT.2.3
 - Protect Improvement - Gate - GT.2.2
 - Existing/Construct Berm
 - Existing Transportation System, FT.1.2.
 - Specified Road Culvert, FT.2, AT7
 - NNIS
 - Non Native Invasive Specie GT.5.3.5



INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name :	Silver Spoon Stewardship	Type of Contract :	Premeasured
National Forest :	Chequamegon/Nicolet	Ranger District :	Medford/Park Falls
Bidding Method :	Sealed Bid		
Location to Receive Offers :	Medford-Park Falls Ranger District, 1170 4th Ave. S., Park Falls, WI 54552		
Date :	05/29/2018	Time :	11:00 AM

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.

Sale is located approximately 8 miles west of Westboro, WI, on County Road D from State Highway 13. Most Payment Units are accessed via existing roads: Wolf Lane to Forest Road 581 or from Forest Road 1591, requiring some maintenance work. Portions of four Payment Units are accessed via temporary roads.

Total Sale Area is estimated at 3301 acres, with cutting area estimated at 302.44 acres.
 Payment Unit 01 is an 29.91 acres aspen regeneration harvest unit, it is under Timber Subject to Agreement due to inability to access from Forest Service land.
 Payment Unit 03, 03A, 04, 05, 06, 07, and 08 are approximately 244.86 acres of aspen and spruce regeneration harvests.
 Payment Unit 02 is an 46.58 acres aspen/spruce salvage with regeneration to aspen and mixed hardwoods.
 Payment Unit 09 is approximately 10 acres of red pine thinning harvests.
 Payment Unit 99 is the road clearing unit.

Mixed Conifer Sawtimber consists mostly of white spruce with lesser amounts of red pine.
 Mixed Conifer Pulpwood consists mostly of white spruce, with lesser amounts of black spruce and balsam fir.
 Mixed Hardwood Sawtimber consists mostly of red maple with lesser amounts of black ash and white ash.
 Mixed Hardwood Pulpwood consists mostly of red maple, paper birch, black ash, along with lesser amounts of some white ash, basswood, ironwood, and sugar maple.

Refer to Section 20 of this prospectus for further information regarding the contract specifications

4. QUANTITIES AND RATES. The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. **VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED.** For these reasons, offerors are urged to examine the contract area and make their own estimates.

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

Mandatory Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mixed Conifer	Sawtimber	CCF	547.00	\$1.35	\$37.46	\$0.00	\$0.12
Mixed Hardwood	Sawtimber	CCF	56.00	\$1.63	\$66.09	\$0.00	\$0.12
Aspen	Pulpwood	CCF	4,060.00	\$1.34	\$35.49	\$0.00	\$0.12
Mixed Conifer	Pulpwood	CCF	166.00	\$1.23	\$24.07	\$0.00	\$0.12
Mixed Hardwood	Pulpwood	CCF	984.00	\$1.24	\$25.72	\$0.00	\$0.12
Red Pine	Pulpwood	CCF	44.00	\$1.35	\$36.62	\$0.00	\$0.12
TOTAL		CCF	5,857.00			\$0.00	\$702.84

Mandatory Timber Cutting Units :

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							

Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Mixed Hardwood Saw	Sawtimber	CCF	\$66.09		\$0.12
Mixed Conifer Saw	Sawtimber	CCF	\$37.46		\$0.12
Mixed Hardwood Pulp	Pulpwood	CCF	\$25.72		\$0.12
Aspen	Pulpwood	CCF	\$35.49		\$0.12
Mixed Conifer Pulp	Pulpwood	CCF	\$24.07		\$0.12

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$7,713.00 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.

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items			
FRT03	Aspen Site Prep	Acres	46.92
FRT04	Aspen Site Prep	Acres	48.84
FRT05	Aspen Site Prep	Acres	35.70
FRT06	Aspen Site Prep	Acres	46.30
FRT07	Aspen Site Prep	Acres	34.20
FRT08	Aspen Site Prep	Acres	32.90
FRT10	Opening Improvement - Mechanical Brushing	Acres	4.58
FRT11	Ruffed Grouse Drumming Logs	Each	16.00
Optional Stewardship Work Items			
FRT01	Aspen Site Prep	Acres	29.91

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

Contract termination date is 06/30/2022. 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 \$20000, whichever is greater.

8. SPECIFIED ROADS. Not Applicable.

9. ROAD MAINTENANCE. Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision K(T)-F(T).3.2# in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE CONTRACTS. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Not Applicable.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total contract value for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the Contractor to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

15. AWARD. The Contracting Officer is required to make a determination of Contractor responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a Contractor to be responsible, a Contracting Officer must find that:

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the Contractor's control and were not created through improper actions by the Contractor or affiliate, or that the Contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Contractor is not responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The Contractor has a satisfactory record of integrity and business ethics;
- e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;
- f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR 223.101, determination of Contractor responsibility, and if awarded this contract, that offeror will complete the contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber or forest products and complete stewardship projects by the termination date.

16. FALSE STATEMENTS ACT. Offerors, by signing the offer form, certify that they are aware that offeror is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

17. DAMAGES. This contract shall be terminated for breach if: 1) Contractor fails to execute this stewardship contract or furnish a satisfactory performance bond by the date required in the award letter, if required; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

18. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017). These rules require each contractor, to submit a certification for itself, its principals, and its affiliates when submitting an offer on stewardship contracts. The offeror must designate its status regarding debarment, suspension, and other matters as specified on the offer form. The offeror, by signing the offer, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the competition. Also, as a Contractor enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to

subcontractors, but completed certifications are not required to be submitted with the offer. Contractor must keep these subcontractor certification forms on file for review by the Forest Service, if requested. The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 1648 Tri Park Way Appleton, WI 54914, 920-734-4521.

20. GENERAL. This contract includes K(T)-I(T).2.1-Contract Term Adjustment, to allow stewardship projects to be eligible for contract term adjustment (CTA) if scheduled stewardship work is interrupted or delayed by any of the three circumstances stated in this provision. I(T).2.1-Contract Term Adjustment is inapplicable.

Corporations submitting an offer under this solicitation must include form AD-3030, 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>.

AT.17 MARKET-RELATED CONTRACT TERM ADDITION PRODUCER PRICE INDEX

The Producer Price Index is the Wood Chips Index. This index was established to reflect expected marketing of a majority of the products on this sale. Purchaser may request, prior to contract execution, the use of a different available index (Softwood Lumber Index or Hardwood Lumber Index) through a written request justifying why the change is being requested. This request will be forwarded to, and considered by, the Forest Supervisor for approval. If agreed upon, the change will become part of the executed contract. The index may not be changed once the contract has been executed.

AT.2 QUANTITY ESTIMATE AND UTILIZATION STANDARDS

Volume estimates were made from timber cruising that occurred between January and February of 2018. Hardwood Sawtimber volume estimates are the result of two slightly different cruising specifications for Hardwood Sawtimber: Eight foot sections cruised as Hardwood Sawtimber products with a small end DIB (Diameter Inside Bark) between 9.6" and 11.5" had a net scale in percent of gross scale of at least 95% (i.e. were considered to be at least 95% sound), while eight foot sections cruised as Hardwood Sawtimber products with a small end DIB over 11.5" DIB had a net scale in percent of gross scale of at least 50%. Estimated sawtimber CCF volumes can be converted to estimated MBF volumes by multiplying by 0.54; estimated pulpwood CCF volumes can be converted to estimated MBF volumes by multiplying by 0.633. Estimated pulpwood CCF volumes can be converted to estimated pulpwood cords by multiplying by 1.266.

Additional timber is available through Timber Subject to Agreement due to the inability to access through Forest Service Land and is dependent on access through other land ownership.

AT.6 HIGH STUMPS

Maximum Stump Heights shall be no more than 12 inches, measured from the high side of the stump.

AT.12 TERMINATION DATE

Termination Date is set for June 30, 2022.

AT.13 NORMAL OPERATING SEASON

Normal Operating Season is December 01 to March 15.

KT-CT.3.5.5# INDIVIDUAL TREES, CUT TREE MARKING

See attached documents

KT-FT.1.0.3# APPROACHES TO SURFACED ROADS

Contractor 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. This requirement may be waived by the Forest Service if Temporary Road is used only during frozen ground conditions.

KT-FT.3.1# ROAD MAINTENANCE REQUIREMENTS

See attached documents.

KT-FT.3.2# ROAD MAINTENANCE DEPOSIT SCHEDULE

In addition to stumpage charges, Contractor will be billed \$.12/CCF for payment in lieu of Contractor's road maintenance for roads expected to be used for hauling but not listed in KT-FT.3.1#

KT-GT.3.1.4# OPERATING RESTRICTIONS

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

Contractor's operations that result in high levels of ground disturbance may require revegetation efforts on behalf of the Contractor to establish acceptable erosion control. Location and timing of revegetation will be directed by the Forest Service to establish an acceptable grass or legume cover. Grass legume seed, as well as any lime or fertilizer used, will need to be approved by the Forest Service in advance of application.

Operations within Payment Units 1 - TSA (Timber Subject to Agreement), 2, 3, 4, 5, 6, 7, 8, and 9 will be restricted to frozen ground conditions or when average snow depth is at least 12 inches due to soil resource concerns. Harvest and Hauling in Payment Units 1(TSA), 2, 3, & 8 are restricted during April 1st to October 1st due to biological concerns. Contractor's operations in all other Payment Units are restricted to when soils are capable of adequately supporting equipment operations. Evidence of rutting, compaction, or erosion will be determining factors for not permitting or halting operations.

Operations occurring during non-frozen conditions will require that no equipment be operated within 15 feet of any woodland pond or wetland.

Hauling of timber on Forest Service roads, including Temporary roads, is prohibited during times when load restrictions are in place for State, county, or local township roads.

All material not meeting minimum specification, as stated in AT2, shall be left on site. In all Payment Units if harvesting of material not meeting specifications in AT2 is requested by Contractor and approved by Forest Service, only the main bole may be removed and no further than one-inch diameter, and a minimum of 1 tree top for every 10 trees harvested will be left on site. All material must be processed at the stump.

KT-GT.4.2# SKIDDING AND YARDING REQUIREMENTS

Protect existing downed logs greater than 10 inches in diameter during felling and skidding operations, when possible. Skid trails and decking locations should avoid areas known to be infested with non-native invasive plant species. Skid trails that access open system roads or trails shall be rendered inaccessible to vehicle traffic. This may require scattering of slash and stumps and/or placement of berms. Landings will not be located within the road template, including the ditch line and back slope, of County Road D, Wolf Lane, or Forest Road 581 unless written permission from the Town is received by the Forest Service.

KT-GT.6.3# TEMPORARY ROAD CLOSURES

Temporary Roads will be closed by creating a berm 4-5 feet high and scattering slash behind the berm for 100' to effectively prevent motorized access behind the berm.

KT-GT.7# SLASH DISPOSAL MEASURES

All slash resulting from Contractor's operations shall not lie outside of Payment Unit boundaries. An appraisal adjustment has been made for this work.

SDZ(1)

Slash resulting from Contractors operations that lies within 10 feet from Non-USFS lands or the cleared right-of-way (i.e. tree line) of County Road D, Wolf Ln, Forest Roads 581, 581A, 581B, 581C, or 1591 shall be removed and scattered within Payment Unit boundaries.

SDZ(2)

For an additional 90 feet from the cleared right-of-way (i.e. tree line) of County Road D, Wolf Lane, Forest Roads 581, 581A, 581B, 581C, or 1591, all slash resulting from Contractor's operations shall lie no more than 2 feet above ground.

The successful offeror shall register in the System for Award Management (SAM) at www.sam.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 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, and

(ii.) Three copies of the technical proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. Refer to offer form for Technical Proposal Instructions.

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 factors 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 factor.

EVALUATION CRITERIA

The evaluation factors for this contract and their relative importance are listed below. All subfactors within a factor are equal in weight. Technical evaluation factors may be weighted in only one of the following two ways:

- (1) They may be ranked in numerical order of importance, where 1 is most important. Equal rank indicates approximately equal importance; or
 (2) They may be weighted as an approximate percentage of 100%. Method (2) may be used any time, but it must be used if any factor is disproportionately weighted.

All technical evaluation factors (I. below), when combined, are significantly less important than price (II. below).

If box is checked, supplemental technical proposal information is included with this solicitation.

I. <u>Technical Evaluation Factors</u>	<u>Ranking of Importance</u>	or	<u>Approximate Weight</u>
A. Technical Approach	2		
1. Plan of Operations			
2. Quality Control			
3. Contract Manager and On-the-Ground Supervisor(s)			
4. Equipment			
5. Production Capability			
6. Other Subfactors:			
N/A			
B. Capability and Past Performance	1		
1. Key Personnel			
2. Subcontractors			
3. Past Contacts			
4. Other Subfactors:			
N/A			
C. Utilization of Local Workforce	3		
1. Other Subfactors:			
N/A			

II. Price Evaluation Factor

A. Offeror's price proposal information is required on offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

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. 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.

PROSPECTUS ATTACHMENT

DESIGNATION BY SPECIES AND DIAMETER, KT-CT.3.5.2#

Payment Unit(s)	Designated Species	More than Stump Diameter /1	Less than Stump Diameter /1
01	All species EXCEPT Pine, Hemlock, Cedar, Oak, Elm, Cherry, Butternut, Thorn apple, and trees marked in orange paint.	N/A	N/A
02	Spruce, Fir, Aspen, and Ironwood, EXCEPT those marked in orange paint.	N/A	N/A
03	All species EXCEPT Conifer, Butternut, Yellow Birch, Elm, Cherry, Red Oak and those marked in orange paint.	N/A	N/A
04	Aspen, Maple, Ironwood, and Paper Birch, EXCEPT those marked in orange paint.	N/A	N/A
05	Aspen, Maple, Ironwood, and Paper Birch, EXCEPT those marked in orange paint.	N/A	N/A
06	Aspen, Maple, Ironwood, and Paper Birch, EXCEPT those marked in orange paint.	N/A	N/A
07	All species EXCEPT Pine, Hemlock, Oak, Yellow Birch, Cherry, Butternut, and trees marked in orange paint.	N/A	N/A
08	All species EXCEPT Pine, Hemlock, Cedar, Oak, Yellow Birch, Cherry, Butternut, and trees marked in orange paint.	N/A	N/A
09	Spruce, Fir, Aspen, Maple, and trees marked in Green Paint.	N/A	N/A

/1 All trees containing at least one piece of Minimum Specifications, as stated in AT2

NOTE: Blue paint is known to exist in most units; Black paint is known to exist within or near some units – this paint has no contractual implications.

NOTE: There is no boundary paint along County Road D, Forest Roads 581, 581C, and 1591. The boundaries adjacent to these travel ways are considered to be the extent of merchantable trees.

INDIVIDUAL TREES, CUT TREE MARKING, KT-CT.3.5.5#

see also **STUMP MARKS, KT-GT.4.1.2**

Payment Unit(s)	Paint Color
99	Green

NOTE: All Payment Unit Boundaries are marked with orange paint slashes above and below stump height, except that there are no Boundaries painted along Forest Road 581, 581A, 581C, and 1591 where the extent of the merchantable trees along those corridors are considered the Boundaries. The only exception is Payment Unit 99 (Specified Road corridors), where the extent of the Green cut-tree-mark paint is considered the Boundary.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

SECTION 1. GENERAL

Contractor's main Road Maintenance responsibility begins: (1) after Contractor performs Prehaul Maintenance on a road listed in the Road Maintenance Requirements Schedule; or (2) for all other roads, when Contractor begins to use the road. Occasional travel by Contractor's light vehicles, prior to beginning of construction clearing or logging operations in the area accessed by the road, does not constitute beginning of use. Contractor is not required to perform routine maintenance during periods of inactivity. During periods of inactivity, Forest Service will perform maintenance only as required to meet its needs.

The Contractor shall maintain roads, commensurate with the Contractor's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Contractor may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Contractor's operating schedule under Standard Provision GT.3.1.

If the Contractor elects to use different roads than those listed in the Road Maintenance Requirements Summary, the Contracting Officer (CO) or designee shall determine the Contractor's commensurate share of road maintenance and/or revise road maintenance deposits.

Unless the CO or designee agrees in writing, all Prehaul Maintenance requirements shall be completed on any portion of road prior to hauling on that portion.

The Forest Service shall prepare a revised Road Maintenance Requirements Schedule to reflect changes in the original haul routes when needed.

Any work or materials that are determined to no longer be needed and are waived shall have the estimated cost charged to the Integrated Resource Account as described in IT.3.1.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

SECTION 2. ROAD MAINTENANCE DEFINITIONS

Wherever the following terms are used in the Road Maintenance Specifications, the meaning shall be:

Base Course. Material placed on the Subgrade to distribute concentrated wheel loads.

Borrow. Select Material taken from designated borrow sites.

Crown, Inslope, and Outslope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains and downpipes.

During Haul Maintenance. Road maintenance work to be accomplished during the period of timber removal.

Geotextile. A group of construction fabrics with varying attributes designed for different purposes.

Lead-off Ditches. A ditch used to transmit water from a Culvert, Drainage Structure or Drainage Dip outlet to the natural drainage area.

Maintenance Activity. Items of work leading to the restoration and upkeep of a road and necessary to sustain the road's anticipated traffic.

Material. Any substance specified for use in the performance of the work.

Post Haul Maintenance. Road maintenance work to be accomplished after timber removal is completed.

Prehaul Maintenance. Road maintenance work to be accomplished prior to the roads use. Roads receiving prehaul maintenance shall be shown on the Sale Area Map.

Road Maintenance Cost. An estimate of the cost to perform road maintenance activities; as determined by the Forest Service. Estimates may include any or all of the work activities listed in Section 4, Road Maintenance Activity Specifications.

Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

Roadway. The portion of a road within the limits of excavation and embankment.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

Sand Hole. A hole that develops in the running surface of the road which is quite soft and dangerous in nature. Usually found in very sandy soils.

Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of Base and Surface Course, if any.

Slide. A concentrated deposit of materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the Traveled Way so as to block passage of traffic.

Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

Surface Course. The Material placed on the Base Course or Subgrade to enhance traction, distribute concentrated wheel loads and resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable PreHaul Road Maintenance Specifications							
	From	To		T-8030	T-8110	T-8130	T-8310	T-8340	T-8420	T-8620	
581	Wolf Ln	PU2	2.25	P	P	P	P	P	P	P	
581A	581	Temp	.7	P	P	P			P	P	
581B	581	End	..3	P	P	P				P	
581C	Wolf Ln	End	.4	P	P	P		P		P	
1591	Hwy D	PU 3	1.25	P	P	P			P	P	

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications							
	From	To		T-8110	T-8310						
581	Wolf Ln	PU2	2.25	P	P						
581A	581	Temp	.7	P							
581B	581	End	..3	P							
581C	Wolf Ln	End	.4	P							
1591	Hwy D	PU 3	1.25	P							

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications							
	From	To		T-8110	T-8310	T-8620					
581	Wolf Ln	PU2	2.25	P	P	P					
581A	581	Temp	.7	P		P					
581B	581	End	..3	P		P					
581C	Wolf Ln	End	.4	P		P					
1591	Hwy D	PU 3	1.25	P		P					

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

***Specified Road. During & Post Haul Maintenance applicable after Specified Road work has been accepted.**

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

<u>Specification No.</u>	<u>Specification Title</u>
T-8030	Snow Removal
T-8110	Maintenance Blading/Grading
T-8130	Spot Surface Course Placement/Replenishment
T-8310	Ditch Cleaning
T-8340	Drainage Structure Maintenance
T-8420	Cutting Roadway Vegetation
T-8620	Miscellaneous Maintenance

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

T-8030 Snow Removal

DESCRIPTION

- 1.1 This Section provides for removal of snow from roads to facilitate logging operations and safe use. Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at locations designated by the Forest Service Representative (FSR). Snow may also be compacted as needed to freeze down soft areas or wet areas. This work is considered part of this specification. Equipment used for this work shall be in accordance with this specification and approved in advance by the FSR.

EQUIPMENT

- 2.1 Purchaser may use any type of equipment to remove snow, providing:
- a. Type or use of equipment is not restricted in CT5.12# or Schedule document.
 - b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road. Tracked or cleated vehicles shall not be used unless approved in writing by the FSR.
 - c. The Blade will be equipped with skid shoes to prevent loss of surfacing and damage to the road bed. On gravel and native surface roads, a minimum 1 -inch depth compacted snow mat will be maintained on the roadbed during blading.

REQUIREMENTS

- 3.1 Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS or as shown on the Section 3. Road Maintenance Requirements Schedule. Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other forest values.
- 3.2 Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.
- 3.3 Upon seasonal completion of Purchaser's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.
- 3.4 Ice control may be performed by Purchaser when approved by the FSR in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

3.5 Snow berms will be reduced at road intersections where plowed road segments join unplowed road segments. Reduce the piled snow in the roadway to create a smooth transition from plowed road to normal snow depth.

T-8110 Maintenance Blading/Grading

DESCRIPTION

1.1 Maintenance Blading/Grading is keeping an aggregate surfaced Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning Drainage Dips and Lead-off Ditches.

EQUIPMENT

2.1 The equipment required to shape, spread, and compact surfacing is listed below.

Road Number	Road Termini - From	Road Termini - To	Equipment Description
581	Wolf Ln	PU2	Dozer or other Forest Service Approved Equipment
581A	581	Temp	Dozer or other Forest Service Approved Equipment
581B	581	End	Dozer or other Forest Service Approved Equipment
581C	Wolf Lane	End	Dozer or other Forest Service Approved Equipment
1591	County Rd D	PU 3	Dozer or other Forest Service Approved Equipment

REQUIREMENTS

3.1 Maintenance Blading/Grading shall be performed to facilitate traffic and proper drainage before, during, or after Purchaser's use as required by Section 3. Road Maintenance Requirements Schedule.

3.2 The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a smooth, free-draining state needed to facilitate traffic. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve Surface Material and to provide for a thorough mixing of the Material being worked.

3.3 On aggregate surfaced roads Material generated from back slope Sloughing and ditch cleaning shall not be blended with Surface or Base Course Material unless agreed otherwise

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

- 3.4 Roadway back slopes shall not be undercut.
- 3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the existing line, grade, and cross-section.
- 3.6 Intersecting roads shall be bladed for a distance of 50 feet to assure blending of the surfaces.
- 3.7 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by side casting unless agreed otherwise. Side casting into streams, lakes, or water courses will not be permitted.
- 3.8 Material resulting from this activity shall not remain on or in structures, such as Culverts, cattle guards, ditches, bridges, and Drainage Dips.
- 3.9 Material resulting from this activity, plus any accumulated debris, shall be removed from roadway structures, such as concrete low-water crossings or fords.

T-8130 Spot Surface Course Placement/Replenishment

DESCRIPTION

- 3.1 Spot Surface Course Placement/Replenishment includes Subgrade preparation, furnishing, hauling, spreading and shaping materials in accordance with the requirements.

MATERIALS

- 2.1 Surface Course Material will be in accordance with the subsection 3.2 of these specifications. Only commercial sources of aggregate will be accepted, except surfacing material may also be purchased from the government, where available, by filling out a form 2600, paying the required fees, and obtaining a permit.

REQUIREMENTS

- 3.1 Subgrade Preparation. Prepare Subgrade to receive Surface Course Material at locations as designated on-the-ground by the Forest Service on roads listed below. Prepare the Subgrade by shaping the Roadbed to approximately the original cross-section and consistent with adjacent sections.
- 3.2 Furnish, haul and spread Material at locations designated on the ground by the Forest Service (FS). Compact the aggregate by operating spreading and hauling equipment over the full width of each layer of the aggregate, or by other methods as specified below.

ROAD MAINTENANCE REQUIREMENTS**FS-2400-13T Contracts (09/04)****KT.FT.3.1# Special Provisions**

Road Number	Type Material	Finished Compacted Thickness Specified	Total Quantity (Tons or cu.yds.)	Compaction Method
581	Pit Run Gravel	6 inches	700	N/A
581c	Pit Run Gravel	6 inches	45	N/A
1591	Pit Run Gravel	6 inches	60	N/A

3.3 Variations. The Purchaser will be required to furnish weight tickets to the FS for each load of commercially obtained crushed aggregate prior to the final inspection. For aggregate purchased from the government, a count of truck loads will be required in addition to finished depth checks for the placed and compacted aggregate. Widths and lengths will be as staked or from schedule. When it is mutually agreed that all or part of the Surface Course Material is not needed, the estimated cost of surfacing not placed shall be charged to the Timber Sale Account in accordance with BT8.31.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

T-8310 Ditch Cleaning

DESCRIPTION

- 1.1 Ditch cleaning is the removal and disposal of all accumulated organic and Slough Material from Roadway ditches to provide a positive draining waterway of uniform width, depth, and grade.
- 3.1 Ditch cleaning shall be repeated during sale operations as often as necessary to facilitate proper drainage.
- 3.2 All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from ditches that are not suitable for blending into the existing surface course shall be disposed of in places agreed to in writing by the FSR.
- 3.3 Roadway back slopes shall not be undercut.

T-8340 Drainage Structure Maintenance

DESCRIPTION

- 3.4 This work consists of maintaining and/or installation/removal of Drainage Structures and related items such as: inlet and outlet channels, existing riprap, trash racks, necessary geotextiles, pipes, and drop-inlets.

MATERIALS

- 2.1 All Materials used in the maintenance and/or installation/removal of Drainage Structures shall conform by type and specification to the Material in the structure being maintained or as indicated in the subsection 3.3 below.

REQUIREMENTS

- 3.1 Drainage Structures and related items shall be cleared of all foreign Material deposited above the bottom of the structure and all vegetative growth which interferes with the water flow. Material removed that cannot be incorporated into maintenance work shall be uniformly placed on fill slopes unless agreed otherwise.
- 3.2 Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, riprap, trash racks and other facilities related to the Drainage Structure.
- 3.3 Install/remove ditches, drainage dips, rock crossings and/or culverts as shown below, and as marked on the ground. Installation of structures shall not begin without the presence of a FSR unless agreed to in writing by the FSR.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

Road Number	Location	Remove/Install	Type of Structure	Size	Quantity
581	.75 Mile from Wolf Ln	Install/Remove	Culvert	24" x 24'	1
581	1 Mile from Wolf Ln	Install/Remove	Culvert	24" x 24'	1
581	1.5 Miles from Wolf Ln	Install/Remove	Culvert	18" x 24'	1
581	1.75 Miles from Wolf Ln	Install/Remove	Culvert	18" x 24'	1
581	2.25 Miles from Wolf Ln	Install/Remove	Culvert	24" x 24'	1
581C	.15 Miles from Wolf Ln	Install/Remove	Culvert	15" x 24'	1

3.4 Installation shall be in accordance with construction industry standards and practices.

3.5 Culverts designated for removal/disposal shall become the property of the Purchaser and shall be disposed of properly.

3.6 Temporary culverts provided by the USFS shall remain the property of the government.

3.6 Bridges. Any miscellaneous parts needing repair or replacement during normal use of any bridge during haul shall be considered maintenance. This includes minor items such as object markers, running planks that have loosened or cracked deck boards, or drainage structures which may become plugged. Bridge decks that are dirt and dust covered shall be cleaned to allow for proper drainage and for safety of the user.

T-8420 Cutting Roadway Vegetation

DESCRIPTION

1.1 This work includes removal of brush, trees and other vegetative growth from within the clearing limits. This may include brush mowing of shoulders to prevent larger growth which would inhibit travel in the future.

EQUIPMENT

2.2 Equipment use may include farm tractor mounted mowing or brushing equipment. If brushing equipment is required it must be of a size and power to cut off and masticate stems up to four inches in diameter. Larger growth may require hand clearing with a chainsaw or mechanized equipment able to handle larger trees.

REQUIREMENTS

3.1 Vegetative matter within the Roadway which impedes vehicular travel, and/or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked in locations where agreed upon and the Traveled Way or sight distances will not be impaired.

- 3.2 Vegetative matter removed from the clearing limits shall be scattered outside the clearing limits at least 10 feet perpendicular to the road surface.
- 3.3 Trim tree branches that extend over the road surface and shoulders to attain a clear height of 14 feet. Trim branches flush with the tree or as close as possible without causing damage or scarring to the bole. Area shall be left neatly trimmed.
- 3.4 Any stump removed shall be placed in an upright position out of the clearing limits.
- 3.5 Area shall not be left in an unsightly condition. The FSR shall have the final say over how the area is left.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-13T Contracts (09/04)

KT.FT.3.1# Special Provisions

T-8620 Miscellaneous Maintenance

DESCRIPTION

1.1 Maintenance of miscellaneous structures includes cattle guards, gates (this includes all types of closure devices such as logs, rocks, dirt berms, dirt and slash berms, metal gates, etc), signs, and other similar structures that have been previously installed to insure safe and efficient operation of the road.

MATERIALS

2.1 Any Materials needed in the maintenance of miscellaneous structures shall be similar in type and quality to the Material in the structure being maintained.

REQUIREMENTS

3.1 Cattle guards. Loose rails shall be welded or bolted back in place. Excess Material carried into the cattle guard shall be removed when drainage is blocked or when it reaches six inches from the bottom of the cattle guard frame. Drainage into and from the cattle guard shall be kept open.

3.2 Gates (and other closure devices). Gates shall be kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly. Brush and debris shall be removed from within the swinging radius. Weathered berms or wood piles shall be reconstructed to a height which discourages use and blocks the road.

3.3 Signs. Any signs needing repair or replacement shall be installed per sign placement detail or MUTCD direction. All roads shall have legible sign numbers. ML 3-5 roads shall have horizontal numbering and ML 1-2 roads shall have vertical numbers. The material used shall be as directed by the Forest Service Representative. All new signs must meet retroreflectivity requirements.

Road Number	Road Name	Location	Remove/Install	Type of Item	Size	Quantity
581	581	FS Approved Locations	Install	Rock / Earth Berm		1
581A	581A	Approx. 150 Ft From FR 581	Remove/Install	Rock / Earth Berm		2 / 1
581B	581B	Approx 100 Ft from FR 581	Install	Rock / Earth Berm		1
581C	581C	Approx 100 ft from Wolf Ln	Remove/Install	Rock / Earth Berm		2
1591	1591	Approx 120 ft form Cnty Rd D	Remove/Install	Rock / Earth Berm		1

PROSPECTUS ATTACHMENT

KT-GT.9# - STEWARDSHIP PROJECTS

Project Number	Project Description	Units of Measure	Quantity
FRT03	FELLING OF SUBMERCHANTABLE STEMS IN ASPEN REGEN UNITS	Acre	244.86
FRT04	PAYMENT UNITS 03, 04, 05, 06, 07, & 08		
FRT05	Objective is to fell stems not removed during harvesting, to allow heat and light to reach the forest floor and stimulate aspen root suckering.		
FRT06	All trees within Payment Unit Boundary, notwithstanding those undesignated trees marked with orange paint as mentioned in KT-CT.3.5.2# or trees that are found within Protected Areas mentioned in KT-CT.3.0.1, that are over 4.5 feet tall and greater than 1.9 inches DBH (Diameter at 4.5 feet above the ground) will be felled. All trees will be completely severed from the stump, at no more than 12 inches above the ground, and the cut face of the stump shall be no more than 15 degrees. Cedar, hemlock, white pine, oak, cherry, butternut, and yellow birch if encountered can be left. Once felled, stems shall lie flat on the ground and shall not lie within riparian areas, stream courses, roads, or recreational trails.		
FRT07	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.		
FRT08			
	WILDLIFE OPENING IMPROVEMENT – MECHANICAL BRUSHING	Acres	4.58
FRT10	LOCATIONS IDENTIFIED ON CONTRACT AREA MAP		
	The objective of this work is to restore and maintain existing areas of early successional habitat (upland openings) that benefit numerous wildlife species on the Medford-Park Falls Ranger District. Mechanical brushing would remove encroaching vegetation and promote an open vegetative condition.		
	Opening maintenance would be accomplished by cutting tree seedlings shrub except oak, cherry, dogwood, hazelnut with the use of a brush mower and/or hand release through the use of chain or brush saws to cut residual trees and shrubs. Mast or cavity trees and fruit bearing shrubs are often protected due to their wildlife value. This is a guide and may vary from year to year for various reasons.		

PROSPECTUS ATTACHMENT

KT-GT.9# - STEWARDSHIP PROJECTS

		Unit	Amount	
FRT11	FELLING GROUSE DRUMMING LOGS			
	PAYMENT UNITS 03, 04, 05, 06, 07, & 08	03	2	
	Objective is to create 1 Ruffed Grouse drumming log within every 10 acres of aspen regeneration harvests. The felling of grouse drumming logs within aspen regeneration treatments will create better structure on the forest floor for ruffed grouse habitat. Contractor will be required to give Forest Service a 5-business-day notice prior to starting work. Some of the undesignated trees marked with orange paint as mentioned in KT-Ct.3.5.2# or that are found within Protected Areas mentioned in KT-CT.3.0.1 will be felled during or after harvest. Trees will be identified by the Forest Service prior to felling. If possible, cut the log such that the butt end of the log is still attached to the stump. The log will be 10 inches or more in diameter and at least 12 feet long. Focus will be on tree species which will have a longer useful period.	04	3	
		05	3	
		06	4	
		07	3	
		08	1	

SOLICITATION AND OFFER FOR INTEGRATED RESOURCE CONTRACT

1. Contract Number: 11542	2. Date and Time for Receipt of Offers: 05/29/2018 11:00 AM	3. Opened By:	4. In the Presence of:
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5. Contract Name: Silver Spoon Stewardship

6. National Forest: Chequamegon/Nicolet	7. Ranger District: Medford/Park Falls	8. Type of Offer: Best Value
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9. To: (Title and address of Contracting Officer receiving offers) Park Falls District Office Bid Custodian 1170 4th Ave. S. Park Falls, WI 54552	10. Name of Newspaper: The Price County Review	11. Date Published: 04/26/2018
	12. City: ParkFalls, WI 54552	13. State: Wisconsin

INSTRUCTIONS TO CONTRACTING OFFICER: Verify that TIM has completed applicable blanks before sending to prospective Offerors. Attach copy of contract solicitation. Entries are required in blocks 1; 2; 5; 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:

Timber Offer Information				Rates Per Unit of Measure				
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Offer Rate (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)

Mandatory Timber Cutting Units

Mixed Conifer	Sawtimber	CCF	547.00	\$1.35	\$37.46		\$0.00	N/A
Mixed Hardwood	Sawtimber	CCF	56.00	\$1.63	\$66.09		\$0.00	N/A
Aspen	Pulpwood	CCF	4,060.00	\$1.34	\$35.49		\$0.00	N/A
Mixed Conifer	Pulpwood	CCF	166.00	\$1.23	\$24.07		\$0.00	N/A
Mixed Hardwood	Pulpwood	CCF	984.00	\$1.24	\$25.72		\$0.00	N/A
Red Pine	Pulpwood	CCF	44.00	\$1.35	\$36.62		\$0.00	N/A

Only the Fixed Rate Applies.						Fixed Rate		
Not Applicable								

Optional Timber Cutting Units (Offering Optional):

Not Applicable								
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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)
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Mandatory Stewardship Projects - Offeror must complete columns (e) and (f):

FRT03	Aspen Site Prep	Acres	46.92		
FRT04	Aspen Site Prep	Acres	48.84		
FRT05	Aspen Site Prep	Acres	35.70		
FRT06	Aspen Site Prep	Acres	46.30		
FRT07	Aspen Site Prep	Acres	34.20		
FRT08	Aspen Site Prep	Acres	32.90		
FRT10	Opening Improvement - Mechanical Brushing	Acres	4.58		
FRT11	Ruffed Grouse Drumming Logs	Each	16.00		

Optional Stewardship Projects (Offering Mandatory) - Offeror must complete columns (e) and (f):

FRT01	Aspen Site Prep	Acres	29.91		
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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, for the purpose of restricting competition 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 _____. 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 significantly less important than 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, 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 Form AD-1047 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, shall be completed by the Offeror and provided to the Contracting Officer upon request.

14. SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Pursuant to 2 CFR 180.355 each timber sale purchaser shall require subcontractors to include a certification for it and its principals in any proposal submitted in connection with this timber sale. Purchasers shall keep the certifications on file until the termination date of the contract. Form AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion Lower Tier Covered Transactions shall be completed by the Purchaser and provided to the Contracting Officer upon request.

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, or is not 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 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 timber sale purchaser 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, 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.

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: _____**

Sale Name: _____ **Bid Date: _____**

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

AD-3030	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 includes, but is not limited to, 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 USC 552(a), as amended). The authority for requesting the following information for U.S. Department of Agriculture (USDA) Agencies and staff offices is in §745 and 746 of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, as amended and/or subsequently enacted. 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 any Federal law in the 24 months preceding the date of application? YES NO
- 4B. 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.