

NATIONAL FOREST TIMBER FOR SALE
CHEQUAMEGON/NICOLET NATIONAL FOREST

The Derecho Salvage Sale is located within T32N, R16E Sections 27, 28, 33 & 34. The Forest Service will receive sealed bids in public at Laona District Office at 2:00 PM local time on 11/12/2020 for an estimated volume of 5401 CCF of Mixed Salvage pulpwood marked or otherwise designated for cutting. The Forest Service reserves the right to reject any and all bids. Interested parties may obtain a prospectus from the office listed below. A prospectus, bid form, and complete information concerning the timber, the conditions of sale, and submission of bids is available to the public from the Lakewood, Laona or Rhinelander Forest Service offices or online at <https://www.fs.usda.gov/resources/cnrf/landmanagement/resourcemanagement>. The USDA is an equal opportunity provider, employer and lender.



United States
Department of
Agriculture

Forest Service
Chequamegon-Nicolet
National Forest

Lakewood – Laona Ranger District
Lakewood Office
15085 State Rd 32
715-276-6333 Voice & TTY
715-276-3594 FAX
Laona Office
4978 Hwy 8 West
715-674-4481 TTY
715-674-2545 FAX

File Code: 2430
Date: 10/30/2020

Dear Prospective Bidder:

On 11/12/2020, at 02:00 PM, sealed bids will be opened in the Laona District Office for the Derecho Salvage sale. This sale is located in T32N, R16E Sections 27, 28, 33 & 34. Timber sale Contract 2400-6 will be used. The termination date for this sale is 12/31/2023.

There are 0.42 miles (0.68 kilometers) of specified road reconstruction. A specified road construction cost of \$4,690.00 has been allowed in the appraisal for this work.

Measurement of the estimated quantities will be made after felling through the use of load counts. Volumes will be made based on truck configurations and volumes stated in the Accountability Agreement. The total estimated quantity on this sale is 5,401 CCF. The 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 quantity estimates:

Estimated Quantities and Minimum Acceptable Rates per Unit of Measure							Required Deposits	
Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Minimum Acceptable Bid Rates	Base Rates	Slash Disposal	Road Maintenance
Mixed Salvage	Pulpwood	CCF	5,401.00	N/A	\$5.89	\$0.25	\$0.00	\$0.00
	Total	CCF	5,401.00				\$0.00	\$0.00

The minimum acceptable bid for advertised timber is \$31,811.89 for the biddable species.

There is a \$3,200.00 bid guarantee required on this sale.

If you wish further information on this sale, the prospectus and bid form, please write or call the Lakewood, Laona or Rhinelander Forest Service offices or online at <https://www.fs.usda.gov/resources/cnnf/landmanagement/resourcemanagement>

Sincerely,

MIKE BROWN
District Ranger

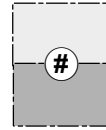
Enclosure

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

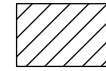


Sale Area Map Derecho Salvage

Lakewood-Laona Ranger District,
Chequamegon-Nicolet National Forest
T32N, R16E Sections 27, 28, 33 & 34



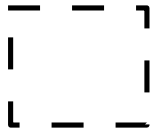
-Cutting Unit Number/Boundary, B1.1



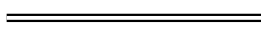
-Other Ownership



-Winter Only Soils



-Sale Area Boundary, B1.1



-Existing Transportation System, B5.2

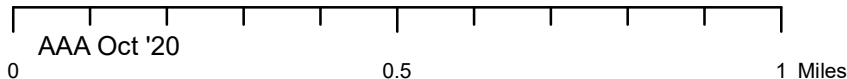
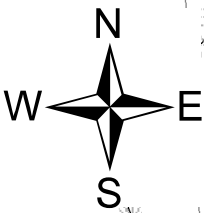
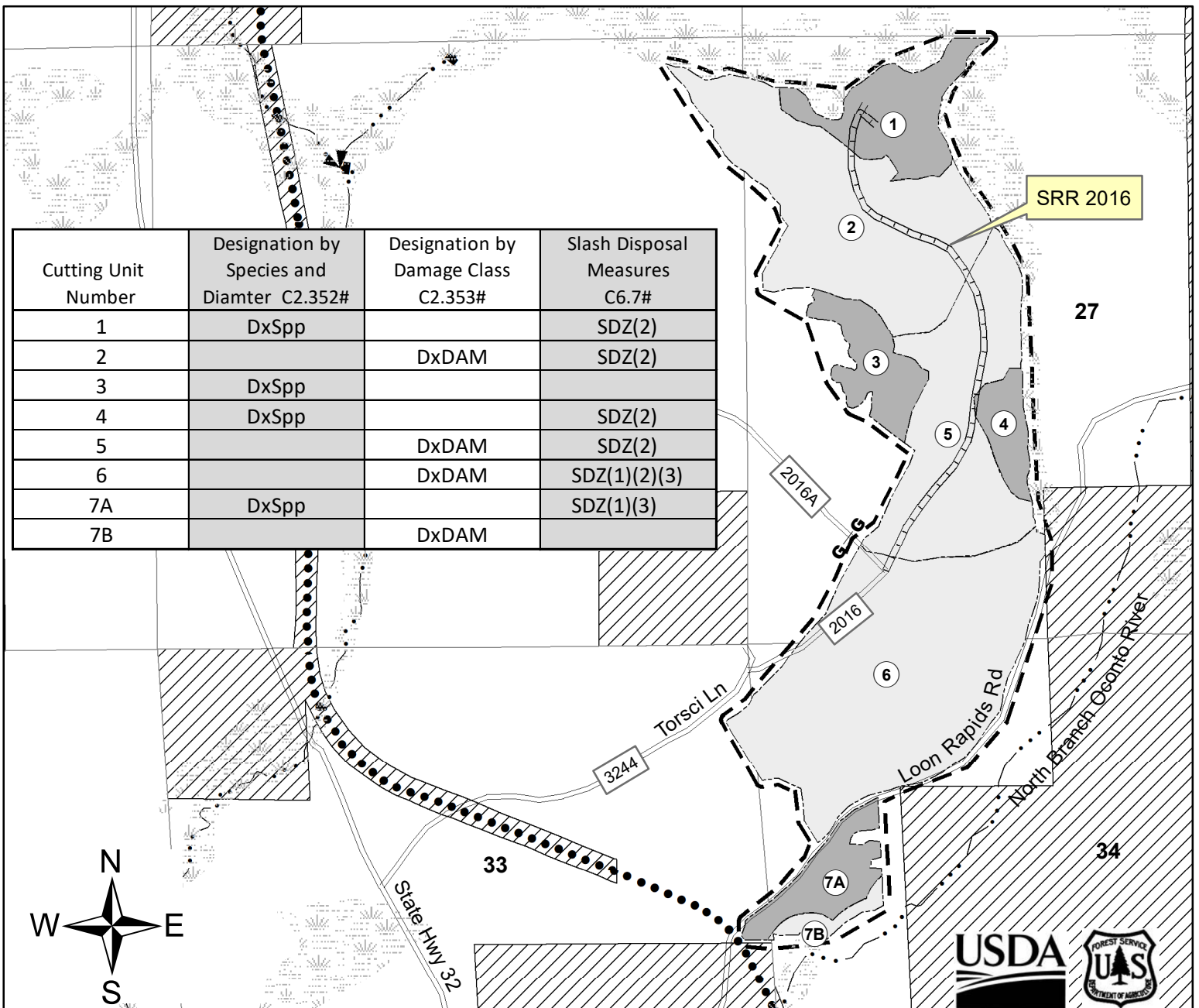


-Specified Road Reconstruction, B5.12



-Snowmobile/ATV trail (Nicolet State Trail)

The USDA Forest Service makes no warranty, expressed or implied, for the accuracy, completeness, or utility of these geospatial data or map products. USDA is an equal opportunity provider, employer, and lender.



TIMBER SALE PROSPECTUS

Sale Name :	Derecho Salvage	Type of Sale :	Scaled
National Forest :	Chequamegon/Nicolet	Ranger District :	Lakewood/Laona
Bidding Method :	Sealed Bid	Bid Guarantee :	\$3,200.00

Location of Bid Opening : Laona District Office

Date : 11/12/2020

Time : 02:00 PM

1. INTRODUCTION. This prospectus furnishes prospective bidders with information not contained in the published advertisement and is designed to enable bidders to decide whether or not to further investigate the sale. The prospectus is not a legally binding document, but is offered to provide general information about a sale. The contract does not include descriptions, estimates, and other data in this prospectus, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Bidders are urged to examine the timber sale and make their own estimates. Timber sale Contract 2400-6 will be used. Inspect the sale area and the sample contract before submitting a bid. Obtain the appraisal, other information on the timber, and conditions of sale and bidding at Forest Service offices listed above and in the named attached advertisement.

2. BIDDING. This is a Sealed Bid sale. Bidders must submit sealed bids on prepared forms they can obtain from Forest Service offices listed above and in the attached advertisement. The forms include instructions for bidding and submission of the required certifications. A bid guarantee must be included with the bid in the form of cash, a bid bond on form FS-6500-13 (4/82) or later, certification of annual bid bond allocation on form FS-6500-13a (4/82) or later, an irrevocable letter of credit, a certified check, bank draft, cashiers check, official bank check, or bank or postal money order payable to the Forest Service, USDA in the amount specified above and in the bid form. The bid guarantee shall be returned to each bidder whose bid is not accepted.

Total Sale Value Bidding:

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

3. LOCATION AND DESCRIPTION OF TIMBER. Refer to the sample contract and sale area map attached to the sample contract for legal location of sale area, location of subdivisions, location of cutting units, the acreage of sale area, and the cutting unit acreage.

THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE SALE AREA MAP OR SAMPLE CONTRACT.

The Derecho Salvage is located approximately 2.5 miles northwest of Mountain, WI in T32N, R16E Sections 27, 28, 33 & 34. There are 282 acres in this sale containing approximately 5400 ccf of Mixed Salvage. This Mixed Salvage contains an approximate 2512 ccf of Aspen Salvage, 79 ccf of Conifer Salvage and 2809 ccf of Hardwood Salvage. There is a road package associated with this contract containing .42 miles of reconstruction appraised at \$4,690.

4. TIMBER 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, bidders are urged to examine the timber sale area and make their own estimates.

Road Construction Costs. The advertised rate does not include the estimated cost of specified road construction. The estimated road construction cost has been included in the appraisal as a cost that the purchaser will incur. The purchaser will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT and bidders should consider the cost of road construction when developing their bids.

THE MINIMUM ACCEPTABLE BID RATE IS STATED IN THE ATTACHED BID FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

**Estimated Quantities and Minimum Acceptable Rates
per Unit of Measure**

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Minimum Acceptable Bid Rates	Base Rates	Required Deposits	
							Slash Disposal	Road Maintenance
Mixed Salvage	Pulpwood	CCF	5,401.00	N/A	\$5.89	\$.25	\$0.00	\$0.00
	TOTAL	CCF	5,401.00				\$0.00	\$0.00

The minimum acceptable total sale value bid for advertised timber is \$31,811.89. It does not include any non-biddable, fixed rate species listed on the bid form in the lower section of block 14 titled "Required Removal at Fixed Rate. Only the Fixed Rate Applies." The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

The bid rate for species and unit of measure are assigned under procedures for average bid premium bidding, as noted in this prospectus. This rate has been established by appraisal, with a cost allowance for the roads specified by the contract, if any. Required deposits for slash disposal and road maintenance are in addition to the advertised rates for timber. Purchasers are responsible for the cost of specified road construction. Specified road construction costs ARE NOT available to use as credit for the payment of stumpage, i.e., THIS SALE DOES NOT INCLUDE PURCHASER CREDIT.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 05/01 and 03/15. Contract termination date is 12/31/2023. Extensions of this contract may be granted only when the purchaser has met specified conditions.

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 timber sale are the same as, or nearly the same as, conditions existing on other timber sale(s) in appeal or litigation, Contracting Officer may delay award or reject all bids. If delay in award is for 30 days or more during Normal Operating Season after bid 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 time award is delayed during Normal Operating Season.

The purchaser must submit a Plan of Operations to the Contracting Officer for approval before operations begin or within 60 days of sale award, whichever is earlier. The plan must show how the purchaser plans to complete the contract by the termination date. In addition to the Plan of Operations, the purchaser must submit an annual Operating Schedule before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual Operating Schedule 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. The Purchaser may transfer purchaser credit into the contract, or provide an acceptable payment guarantee prior to cutting. Payment for required deposits must be a cash payment. The purchaser shall make advance deposits in accordance with provision B(T)4.212 - Advance Deposits.

The high bidder whose bid is accepted shall, at the time the contract is signed and returned by the bidder, make a downpayment pursuant to Title 36, Section 223.49, of the Code of Federal Regulations. The Contracting Officer will notify the high bidder of the amount necessary to make this payment. In no case shall the downpayment be less than 10 percent of the total advertised value plus 20 percent of the bid premium. After receipt of the downpayment and a satisfactory performance bond and upon execution of the timber sale contract, the Forest Service will return the bid guarantee. A cash bid guarantee may be applied to the downpayment at the request of the purchaser. The purchaser cannot apply the amount deposited as a downpayment to cover other obligations due on the sale until conditions stated in the contract for release of downpayment have been met. Refer to the sample contract for the specific conditions.

By the midpoint between award date and the termination date, the purchaser shall have paid for, or in lieu thereof, deposited cash in the greater amount of: (1) 50 percent of the total estimated bid premium, or (2) 35 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100.

By the midpoint of the last normal operating season, or 12 months from the initial periodic payment, whichever date is first, the purchaser shall have paid for, or in lieu thereof, deposited cash in the amount of 75 percent of the total estimated sale value at bid date, exclusive of required deposits, rounded up to the next \$100.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total bid value of the sale, rounded up to the nearest \$100 when the total bid value is \$10,000 or less; and rounded up to the nearest \$1,000 when the total bid value exceeds \$10,000 or \$4,000.00 whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 6 months past the contract termination date.

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

Road Number	Road Name	Traffic Service	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
2016	2016	D	0.42 / 0.68	\$4,690.00	R

* C = Construction
R = Reconstruction

Total estimated construction cost allowed in appraisal is \$4,690.00

9. ROAD MAINTENANCE. Purchaser shall perform or pay for road maintenance work, commensurate with purchaser's use, on roads controlled by Forest Service, and used by purchaser in connection with this sale. Road maintenance requirements are based on the predicted haul route. Any change in the purchaser'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 Section 4 and 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 SALES. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Not Applicable.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total bid value plus required deposits for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the high bidder 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 bidder responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

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

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

Bidders, by signing the bid form, certify that, to the best of bidder's knowledge the bidder will meet the requirements in 36 CFR 223.101, determination of purchaser responsibility, and, if awarded this contract, that bidder will complete the timber sale contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber.

16. FALSE STATEMENTS ACT. Bidders, by signing the bid form, certify that they are aware that bidder 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 pursuant to paragraph 16, 19, and/or 21 of the bid form and the terms of the sample contract if: 1) bidder fails to execute a timber sale contract, furnish a downpayment, or furnish a satisfactory performance bond within 30 days of the award letter's date; or 2) bidder is found to have violated the False Statements Act in making any statement or certification on the bid form including not meeting purchaser responsibility requirements, and bidder has made a false statement. The bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed.

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 timber sale purchaser, to submit a certification for itself, its principals, and its affiliates when bidding on sales. The bidder must designate its status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, 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 bidding. Also, as a timber sale purchaser 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 bid forms. Purchaser must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractor transactions are provided as an addendum to the bid form.

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

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

This sale is in urgent need of harvesting, an extension or contract term adjustment may be granted on other Forest Service sale(s) to the purchaser of this sale.

- a. The specific geographic tributary area that would apply for the granting of extensions or adjustments on existing sales are the Chequamegon-Nicolet and Ottawa National Forests.
- b. Purchaser must show how logging this sale will impact operations on existing sales.
- c. The calculation of the number of days of contract term adjustment or extension a purchaser would receive would depend upon a case by case review and reflect the time lost by logging the sale urgently requiring harvesting.

Digital boundaries are provided by the Forest Service for use with Avenza app on smartphones; GIS files are also available for loading into processor computer systems. Purchaser is responsible for ensuring Purchaser Representative, Field Representatives, and equipment operators are equipped with the appropriate means to follow digital boundaries. Operations without the appropriate means to follow digital boundaries may be approved only by written agreement.

Volume estimates for this sale were made using historic data from similar stands in close proximity of the sale. No data was collected from within the timber sale due to safety concerns. The estimated volume was adjusted to reflect the anticipated loss of volume due to breakage caused by the wind event. Bidders are encouraged to make their own volume estimates

C5.31# ROAD MAINTENANCE

Due to the high amount of salvage activity on the National Forest, Forest Service pits may not have gravel available & private sources may need to be utilized by Purchaser. Roads are expected to be left in at least the same condition as they were when forwarding & hauling along corridors were initiated. See Draft Contract for further specifications.

Accountability - Load Count

This contract is being advertised and sold as a scaled sale utilizing load counts to determine volumes removed. Per B6.8 - Scaling, B6.81 - Scaling Services, and B6.84 - Accountability, the load count scaling method shall be governed by the Accountability Agreement. The agreement has been attached to this prospectus as an attachment. Volumes of loads shall be governed by C6.825# - Scaling as Presented (Load Count).

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

TIMBER SALE CONTRACT
(Applicable to Sales to be Scaled after Felling)

Name of Purchaser

National Forest Chequamegon/Nicolet	Ranger District Lakewood/Laona	Region Eastern	Contract Number
Sale Name Derecho Salvage		Award Date	Termination Date 12/31/2023

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and _____ hereinafter called Purchaser.

Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: A - Specific Conditions, B - Standard Provisions, and C - Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division C. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division C - Special Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

UNITED STATES OF AMERICA

Two Witnesses: ^{1/}

(Name)

(Address)

(Name)

(Address)

By: _____
Contracting Officer

(Title)

(Purchaser) ^{2/}

By: _____

(Title)

(Business Address)

I, ^{3/} _____, certify that I am the _____
Secretary of the corporation named as Purchaser herein; that _____
who signed this contract on behalf of Purchaser, was then _____
of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is
within the scope of its corporate powers.

**CORPORATE
SEAL ^{4/}**

INSTRUCTIONS:

- 1/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.
- 2/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.
- 3/ The certificate must be completed if Purchaser is a corporation.
- 4/ If the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/	
<p><u>Subcontractor Certification</u> <u>Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</u></p>	
<p>Timber Sale Name: _____ National Forest: _____</p>	
<p>The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this timber sale by any Federal department or agency.</p>	
<p>Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.</p>	
<p>Name of Subcontractor: _____ Business Address: _____ _____</p>	
<p>_____</p> <p>Date</p>	<p>_____</p> <p>Signature</p>
<p>1/ It is the Purchaser's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.</p>	

The following conditions apply to the indicated portions of Division B - Standard Provisions issued June 2006.

A1 - Location and Area, applicable to B1.1

This Sale Area of 300 acres more or less is located in:
 T32N, R16E Sections 27, 28, 33 & 34

A2 - Volume Estimate and Utilization Standards, applicable to B2.1, B2.2, B2.4, and B6.4

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Mixed Salvage	Pulpwood	5,401.00	CCF	5.0	1	8	4.0	70
Total Quantity		5,401.00	CCF					

A3- Timber Designations, applicable to B2.3; acres are approximate:

	<u>Number</u>	<u>Acres</u>
Clearcutting Units (B2.31)	_____	_____
Specified Road Clearing (B2.32)	_____	_____
Overstory Removal Units (B2.33)	_____	_____
Understory Removal Units (B2.34)	_____	_____
Individual Trees (B2.35)	_____	282
Incompletely Marked Timber (B2.36)	_____	_____

A4 - Timber Payment Rates, applicable to B3.1 and B4.0

A4a - For Species and Products to be Paid for at Rates Escalated under B3.2

Not Applicable

A4b - For Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Mixed Salvage	Pulpwood	CCF	.25	5.89			.00

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

The following definitions are established for the terms used in A4:

Base Rates are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under B3.31, B3.32, or B3.33.

Advertised Rates are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in A7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in B3.31, B3.32, and B3.33.

Bid Rates are the rates bid by Purchaser (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in A4a is the Tentative Rate that is subject to quarterly adjustment under B3.2; for species and products in A4b, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Purchaser may be required to pay for slash disposal (16 USC 490), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in C5.32#; and contract scaling deposits, if any, are given in C6.816#.

Base Index is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in B3.2.

A5 - Indices Used in Quarterly Adjustment, applicable to B3.2

Not Applicable

A6 - High Stumps, applicable to B6.412

Species	Product	Maximum Stump Height (inches)
All	All	14

A7 - Specified Roads, applicable to B5.2

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Appro. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
2016	2016 (R) (segment 0 to .42)	Single Lane - 5 mph	.42 / .68	1 10/05/2020	FS	FS	FS AC

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to B5.212.

A8 - Forest Service Engineering Completion Schedule, applicable to B5.21

Road No.	Road Name	Type of Work	Completion Date
NOT APPLICABLE			

A9 - Scaling Instructions and Specifications, applicable to B6.8

Name and Date of Governing Instructions: FSH 2409.11a, National Forest Cubic Scaling Handbook, Chapter 30 Section 36 (8/22/2002) and FSH 2409.15, Chapter 20 (3/9/2004)

Scaling Specifications					
Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
<i>All</i>	<i>Pulpwood</i>	<i>99</i>	<i>ALL</i>	<i>ALL</i>	<i>12</i>

A10 - Scaling Services, applicable to B6.81

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
Mixed Salvage	All	CCF	At decking/scaling locations agreed upon in the Scaling Agreement	Load Count Scale	.00

A11 - Minimum Scaling Volumes, applicable to B6.81

Minimum volume for Continuous Scaling Services in two-week period N/A CCF per scaler
 Minimum volume for Intermittent Scaling Services N/A CCF on a N/A basis

A12 - Fire Precautionary Period, applicable to B7.2

March 15 to November 30, inclusive

A13 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Suppression, applicable to B7.3

Within 25 road miles

Fire Suppression Reinforcement, applicable to B7.312 and B 7.313

Within 100 road miles

A14 - Purchaser's Obligation per Operations Fire, applicable to B7.41

Maximum Amount: \$ \$1,000.00

A15 - Termination Date, applicable to B8.2

December 31, 2023

A16 - Normal Operating Season, applicable to B6.31, B6.66, B8.21 and B9.3

First Period: May 01 to March 15, inclusive

Second Period: _____ to _____, inclusive

A17 - Performance Bond Amount, applicable to B9.1

A18 - Downpayment, applicable to B4.211

Downpayment Amount: _____

A19 - Periodic Payment Amount, applicable to B4.213

	<u>Periodic Payment Determination Date</u>	<u>Amount</u>
--	--	---------------

Initial Payment: _____

Additional Payment: _____

A20 - Market-Related Contract Term Addition Producer Price Index, applicable to B8.212

Index Name: Wood Chips Index Number: 211135

A21 - Inapplicable Standard Provisions

The following listed Sections, Subsections, or Items of Division B-Standard Provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

B4.211	DOWNPAYMENT
B4.4	PAYMENTS NOT RECEIVED
B8.212	MARKET-RELATED CONTRACT TERM ADDITION
B8.64	DEBARMENT AND SUSPENSION CERTIFICATION

A22 - List of Special Provisions

The following listed special provisions are attached to and made a part of this contract as Division C. Provisions with reference numbers followed by # contain blanks into which data have been entered for this sale. (Instructions: List by reference number, title, and date.)

C2.302#	BOUNDARY TREES (05/2015)
C2.352#	DESIGNATION BY SPECIES AND DIAMETER (04/2004)
C2.353#	DESIGNATION BY DAMAGE CLASS (04/2004)
C4.211	DOWNPAYMENT (06/2007)
C4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
C4.4	PAYMENTS NOT RECEIVED (08/2012)
C5.103#	APPROACHES TO SURFACED ROADS (05/2015)
C5.221#	MATERIAL SOURCES (04/2004)
C5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
C6.314#	OPERATING REQUIREMENTS (05/2015)
C6.42#	SKIDDING AND YARDING REQUIREMENTS (05/2015)
C6.63#	TEMPORARY ROAD CLOSURE (05/2015)
C6.7#	SLASH DISPOSAL MEASURES (05/2015)
C7.2	FIRE PRECAUTIONS (05/2015)
C8.212	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
C8.64	DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)
C8.25#	SCALING AS PRESENTED (LOAD COUNT)

C2.302# - BOUNDARY TREES (05/2015)

Boundary trees for all harvest units have been designated with (See Boundary Table) paint marks above and below stump height. Boundary trees shall not be cut.

C2.352# - DESIGNATION BY SPECIES AND DIAMETER (04/2004)

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Sale Area Map, except trees Marked with (See Boundary Table) paint or described to be left uncut.

See Tree Designation Table.

Additional trees to be cut, if any, are Marked with n/a paint.

All undamaged (less than 10% lean) trees within 100 feet of streams, and all cedar (including damaged) within 50 feet of streams shall be left as leave trees, unless Marked with N/A paint. Leave a minimum of 2 snags (10 inches in diameter & 10 feet tall) per acre where possible. Additionally, leave 2 undamaged (less than 10% lean) trees per acre where possible; pine, hemlock, spruce, cherry, oak and maple shall be favored for leave trees over other species shall be left as leave trees, unless Marked with n/a paint. Leave n/a trees of the designated cut species, n/a inches stump diameter or greater, to avoid leave tree spacing greater than n/a feet. Cutting unit boundaries and other trees that shall be left uncut are Marked with (See Boundary Table) paint.

Distances are measured horizontal distance, outside bark stump height to outside bark stump height. Stump diameter is measured outside bark at stump height in a horizontal and is the average of a measurement across the short axis through the true center of the stump and a second measurement at right angles to the short axis.

Purchaser and Forest Service shall agree to skid trail location under B6.422. Skid trails shall be no greater than n/a feet wide with a n/a foot spacing.

Boundary Tree Table, C2.302#

Cutting Unit	Boundary Description*
1	All Boundaries are digital. Previous boundary paint may exist and may be used for a reference, but has no contractual significance.
2	All Boundaries are digital. Previous boundary paint may exist and may be used for a reference, but has no contractual significance.
3	All Boundaries are digital. Previous boundary paint may exist and may be used for a reference, but has no contractual significance.
4	All Boundaries are digital. Previous boundary paint may exist and may be used for a reference, but has no contractual significance.
5	All Boundaries are digital. Previous boundary paint may exist and may be used for a reference, but has no contractual significance.
6	All Boundaries are digital. Previous boundary paint may exist and may be used for a reference, but has no contractual significance.
7A	All Boundaries are digital. Previous boundary paint may exist and may be used for a reference, but has no contractual significance.
7B	All Boundaries are digital. Previous boundary paint may exist and may be used for a reference, but has no contractual significance.

**Digital boundaries are provided by the Forest Service for use with Avenza app on smartphones; GIS files are also available for loading into processor computer systems. Purchaser is responsible for ensuring Purchaser Representative, Field Representatives, and equipment operators are equipped with the appropriate means to follow digital boundaries. Operations without the appropriate means to follow digital boundaries may be approved only by written agreement.

DESIGNATION BY SPECIES AND DIAMETER, C2.352#

Cutting Unit(s)	Designated Species	More than Stump Diameter /1	Less than Stump Diameter /1
1	All Species	N/A	N/A
3	All Species	N/A	N/A
4	All Species	N/A	N/A
7A	All Species	N/A	N/A

/1 All trees containing at least one piece of Minimum Specifications, as stated in A2

C2.353# - DESIGNATION BY DAMAGE CLASS (04/2004)

Within Subdivision(s) or cutting unit(s) 2, 5, 6, 7B, as shown on Sale Area Map, the following criteria are used to designate trees and other products for cutting and removal:

(a) Remove all down, root sprung, tipped (more than 10% lean), bent over, broken off, or badly damaged trees. Within 0-25 feet of any stream, no trees shall be harvested. Within 50 feet of any stream, leave all damaged cedar.

(b) Additional trees to be cut, if any, are designated for cutting if Marked with blue paint.

(c) Cutting unit boundaries and trees that shall be left uncut are Marked with n/a paint.

C4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in A18 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to B9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale has been charged and paid for, or (b) the estimated value of the unscaled timber is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value of the unscaled timber is equal to or less than the amount of the downpayment.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

C4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding B4.211 or C4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

(1) Forest Service requests or orders Purchaser to delay or interrupt operations for reasons other than breach;

(2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or

(3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

C4.4 - PAYMENTS NOT RECEIVED (08/2012)

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

- (i) Slash disposal, road maintenance, and contract Scaling deposits;
- (ii) Cooperative work at rates established by specific agreement under B4.218;
- (iii) Damages pursuant to B9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to B4.22;
- (vi) Periodic payments pursuant to B4.213;
- (vii) Extension Deposits pursuant to B4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under B9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

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

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

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

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

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

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

- (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
- (ii) Purchaser files and prosecutes a timely Claim.

C5.103# - APPROACHES TO SURFACED ROADS (05/2015)

Purchaser shall apply and maintain approximately 6" inches of pit run gravel or other material approved by Forest Service on all Temporary Road approaches to surfaced roads for a distance of 50-100 feet back from the surfaced road. Surfaced roads include those with any crushed rock or pavement surface. This requirement may be waived by the Forest Service if Temporary Road is used only during frozen-ground conditions . . .

C5.221# - MATERIAL SOURCES (04/2004)

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

Should the designated source, due to causes beyond the control of Purchaser, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with B5.253.

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

When Purchaser elects not to use designated sources and the Schedule of Items lists pit development separately, cost allowance will be reduced under B5.253 when Forest Service determines the work will not be required.

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

Source I n/a, Source II n/a, and Source III n/a.

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

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

See Material Source Table.

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

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

Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials shall be located to facilitate their prompt inspection. Sites on Forest Service administered land, approved by Forest Service, may be used for storage purposes and for the placing of Purchaser's plant equipment. All storage sites provided by Forest Service shall be restored at Purchaser's expense. Purchaser shall be responsible for making arrangements for storage on other than Forest Service administered lands.

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

Material Source Table, CT5.221#

Material (3" minus, pit run, etc)	Sunrise Pit, Sunrise Lake Rd, Riverview Township
-----------------------------------	---

C5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

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

See Contract Road Maintenance Requirements Summary Table.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-6 Contracts (06/06)

C5.31# Special Provisions

SECTION 1. GENERAL

Purchaser's main Road Maintenance responsibility begins: (1) after Purchaser performs Prehaul Maintenance on a road listed in the Road Maintenance Requirements Schedule; or (2) for all other roads, when Purchaser begins to use the road. Occasional travel by Purchaser'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. Purchaser 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 Purchaser shall maintain roads, commensurate with the Purchaser's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Purchaser's operating schedule under Standard Provision B6.31.

If the Purchaser elects to use different roads than those listed in the Road Maintenance Requirements Summary, the Contracting Officer (CO) or designee shall determine the Purchaser'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 Timber Sale Account as described in B8.31.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-6 Contracts (06/06)

C5.31# 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.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-6 Contracts (06/06)

C5.31# Special Provisions

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

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-2400-6 Contracts (06/06)

C5.31# Special Provisions

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		T-8110	T-8130								
2016	Torsci Ln	2016A	0.3	P									
3244 (Torsci Ln)	Hwy 32	End of use	0.74	P									

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		T-8110	T-8130								
2016	Torsci Ln	End of Use	1.16	P	P								
3244 (Torsci Ln)	Hwy 32	End of use	0.74	P									

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		T-8110	T-8130								
2016	Torsci Ln	End of Use	1.16	P	P								
3244 (Torsci Ln)	Hwy 32	End of use	0.74	P									

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

SECTION 4. ROAD MAINTENANCE SPECIFICATIONS

INCLUDED SPECIFICATIONS

Specification No.	Specification Title
T-8110	Maintenance Blading/Grading
T-8130	Spot Surface Course Placement/Replenishment

ROAD MAINTENANCE REQUIREMENTS

FS-2400-6 Contracts (06/06)

C5.31# Special Provisions

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
All	N/A	N/A	Dozer or skid-steer. Any other equipment must first be approved by the Forest Service.

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
- 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.

ROAD MAINTENANCE REQUIREMENTS

FS-2400-6 Contracts (06/06)

C5.31# Special Provisions

T-8130 Spot Surface Course Placement/Replenishment

DESCRIPTION

- 1.1 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 Number	Type Material	Finished Compacted Thickness Specified	Total Quantity (Tons or cu.yds.)	Compaction Method
2016	Crushed Gravel	N/A	60 cu. yds.	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 B8.31.

C6.314# - OPERATING REQUIREMENTS (05/2015)

Within Sale Area, unless changed by written agreement, the following operating requirements apply:

Restricted operations/activities:

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

Purchaser's operations in all payment units are restricted to when soils are capable of adequately supporting equipment operations. Evidence of rutting (defined as 8 inches or more in depth and 10 feet or more in length), 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.

Prohibited operations/activities:

n/a

C6.42# - SKIDDING AND YARDING REQUIREMENTS (05/2015)

As used in this provision, skidding equipment includes rubber-tire and track-mounted skidders, forwarders, fell bunchers, processors and any other mechanized equipment that is used off of landings and roads.

Within Cutting Unit(s)

The following are applicable across the sale area: ,

Forest Service approval of skid trail and decking locations is necessary to avoid areas known to be infested with non-native invasive plant species, where possible. 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. No decking will be allowed along Torsci Ln without prior Township and Forest Service approval in writing.

Within portions of Cutting Unit(s), as shown on Sale Area Map with symbol "SYR,"

n/a , n/a .

C6.63# - TEMPORARY ROAD CLOSURE (05/2015)

Notwithstanding Standard Provision B6.63, measures to effectively block temporary roads to normal vehicular traffic shall consist of the following:

Unless otherwise agreed, at locations designated by the Sale Administrator, the purchaser shall construct a berm mixed with rocks, slash, root wads or stumps to a height of at least 4 feet. Berms shall be constructed without creating a defined trench.

C6.7# - SLASH DISPOSAL MEASURES (05/2015)

Slash resulting from Purchaser's operations shall be removed from lakes, ponds, private land, right-of-way clearings for telephone lines, power lines, pipelines, and other authorized facilities, and landings to be seeded under Special Provision C6.6#.

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

Slash Disposal treatment zones are shown on the Sale Area Map with symbol "SDZ."

Other specific slash disposal requirements are as follows:

All slash resulting from Purchaser's operations shall not lie outside of Cutting Unit boundaries.

SDZ(1) Measuring 10 feet from the boundary along Other Ownership, all slash will be removed.

SDZ(2) All slash resulting from Specified Road Work shall be placed outside of the clearing limit to lay no more than 3 feet from the ground. Stumps shall be placed outside of the clearing limits in an upright position.

SDZ(3) All slash resulting from Purchaser's operations that lie within 10' of the cleared right-of-way of Loon Rapids Rd shall be removed. Within 100', all slash resulting from Purchaser's operations shall be lopped and scattered so as to lie no more than 2' from the ground.

C7.2 - FIRE PRECAUTIONS (05/2015)

Unless other methods are agreed to in writing between the Purchaser and the Contracting Officer, the following specific precautionary measures are applicable during Purchaser's Operations in Fire Precautionary Period indicated in A9.

1. Purchaser shall maintain Forest Service-approved spark arresting device on any piece of equipment operated by an internal combustion motor. In addition, each piece of motorized equipment shall be equipped with a serviceable round-pointed shovel and an operational fire extinguisher of at least five-pound rating suitable for the equipment being used. All chainsaw operators will have a serviceable round-pointed shovel and a one-pound multipurpose fire extinguisher readily available.
2. Purchaser shall require that smoking and the building of lunch or warming fires by Purchaser's employees, contractors, or employees of contractors be confined to designated safe places where flammable debris has been cleared away and where, at the option of the Purchaser, smoking or the building of lunch or warming fires may be permitted.
3. Adequate spark arresters shall be maintained on chimneys or stovepipes where wood or coal is being burned in an enclosed device.
4. Purchaser shall furnish serviceable firefighting tools. Location, numbers, and types of tools shall be specified in the Fire Prevention and Control Plan in accordance with B7.1.

C8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in A20. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The sale was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

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

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

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

RO-C6.825# - SCALING AS PRESENTED (LOAD COUNT) (5/20) Notwithstanding criteria in B6.82, volume for all material will be paid for at rates listed in A4 on a predetermined conversion factor of (**See table below**) CCF per load times the total loads counted.

Purchaser will submit and Forest Service will approve specific truck and trailer configurations for use on this sale as part of the Accountability Agreement which are not specifically listed in this provision. Use of truck and trailer configurations that are not listed in this provision or approved in advance will be processed under B6.851-Scaling of Lost Sample Loads.

Unless otherwise agreed to in writing, log trucks are restricted to State limits for width and height and weight.

Sample Group	CCF per load	Truck Discription
10	10 CCF/load	Straight trailer with loader, without load
11	11 CCF/load	Crib trailer
17	17 CCF/load	Michigan configuratoin

C8.64 - DEBARMENT AND SUSPENSION CERTIFICATION (03/2018)

Pursuant to 2 CFR 180 and 2 CFR 417, Purchaser shall certify and obtain certifications from its Subcontractors regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional Subcontractors obtained after award of this contract. 'Subcontractors' are participants in lower tier covered transactions.

Purchaser may rely upon a certification of a prospective Subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or timber sales, unless Purchaser knows that the certification is erroneous.

Purchaser shall keep the certifications of its Subcontractors on file until timber sale Termination Date and any extensions thereof, and will provide a copy at the written request of Contracting Officer. 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 Subsection. The knowledge and information of Purchaser is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If Purchaser knowingly enters into a timber sale transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in covered transactions or timber sales, in addition to other remedies available to the Government, Forest Service may pursue available remedies, including suspension and/or debarment.

Contracting Officer shall provide a copy of Forms AD-1047, Certification Regarding Debarment, Suspension and Other Responsibility Matters-Primary Covered Transactions, and AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions to the Purchaser.

Purchaser shall complete form AD-1047 and provide to the Contracting Officer upon request.

Purchaser shall require each Subcontractor to complete form AD-1048 and provide to the Contracting Officer upon request.

Accountability Agreement- Load Count Timber Sale

B6.84-Accountability

Sale: _____
Contract #: _____
Purchaser: _____

Volume Determination

Estimated volumes for payment purposes shall be based on 100% sampling or counting the loads in the reporting period and the following load volumes and configurations:

- Straight trailer with loader: 10 CCF
- Straight trailer without loader: 10 CCF
- Trailer with pup and loader: 10 CCF
- Trailer with pup without loader: 10 CCF
- Crib trailer: 11 CCF
- Michigan standard trailer with pup with loader: 17 CCF

Each predetermined volume shall fall into a Sample Group. The Sample Groups shall be as follows:

- Sample Group 10 – Loads of 10 CCF
 - o Straight trailer with loader; Straight trailer without loader; Trailer with pup and loader; Trailer with pup without loader
- Sample Group 11 – Loads of 11 CCF
 - o Crib trailer
- Sample Group 17 – Loads of 17 CCF
 - o Michigan standard trailer with pup with loader

Presentation for Scaling

Notwithstanding the criteria in B6.82, volume for all material will be paid for at rates listed in A4 on a predetermined volume factor, as listed above, per load times the total loads counted. The Forest Service shall issue serially numbered Product Removal Permits (PRP's or load tickets) to the Purchaser, or designated representative, for use only on this sale. Product Removal Permits shall be accountable property of the Forest Service and shall be tracked by a registry upon issuance. The registry shall include the date the book/tickets were issued; the book number; ticket numbers (ex. 100-150); the name of the individual (Forest Service) who issued the book/tickets; the name of the individual (Purchaser) who received the book/tickets; the date the book/tickets were returned; and the name of the individual (Forest Service) whom the tickets

were returned to. An issuance and return receipt, included in the ticket book, shall also be filled out when an entire book is issued. Purchaser is required to request in writing ticket books at least 5 business days in advance of operations or completion of previously issued book(s). Used ticket books must be returned within 5 business days of completion and/or at the end of operations for the sale. Missing or unreturned ticket books may result in breach of contract and suspension of operations until books are returned.

Each Product Removal Permit which is not returned shall be considered a lost load and charged for as described in B6.851-Scaling of Lost Sample Loads. As described in B6.851 it will be difficult, if not impossible to determine the volume (i.e. truck configuration) of a lost sample load, therefore lost sample loads will have the Scale volume and value of the highest value load scaled during the sampling period. In this situation that volume and value will consist of the largest truck configuration allowed to haul on the sale. the Purchaser will be charged for the largest truck configuration for all lost sample loads.

All permits shall be filled out in ink and utilize a proper hole punch, prior to loading, by an assigned and competent individual according to the instructions listed below as well as those outlined on in each product removal permit book. The removal receipt is perforated to create five portions and will be accounted for as follows:

- Woods Permit (top): This portion will be filled out with the date, time, sale name, and Driver signature. The Destination portion will be filled out with the Sample Group. This portion stays in the removal receipt book.
- Trucker Permit (2nd from top): This portion will be filled out with the date and will be kept with the truck driver while the load is in transit.
- Scaler Permit (3rd from the top): This portion will be filled out with sale name, date, time, and Sample Group. The date and time will be punched out with a hole punch. This portion will be deposited into the locked box at the designated location for the sale.
- Load Permit (4th from the top): This portion will be filled out with the sale name and date. The Log Brand portion will be filled out with the Sample Group. This portion will be affixed to the load in a visible place on the driver's side while the load is in transit.
- Purchaser Permit (bottom): This portion will be filled out with the date and kept for the Purchaser's records.

Each load shall have the last three digits of the load receipt number painted on both ends of three logs with red or black paint. All loads that consist of a truck and pup(s) must have the last three digits of the load receipt painted on both ends of three logs on all subunits of the combination.

The Purchaser shall require vehicles hauling included timber to stop at agreed upon locations for purposes of monitoring accountability. The Forest Service and Purchaser shall agree on upon the route of haul prior to operations.

Route of Haul

Per B6.841 – Route of Haul, a haul route leaving the Sale Area shall be agreed upon, in writing, between the Purchaser, or delegated Purchaser Representative, and the Forest Service Representative. The haul route shall ensure any loads leaving the sale area will pass the lock box location. No other route shall be utilized by the Purchaser for removal of products from the sale area unless agreed to in advance by the Forest Service Representative.

Area of Operations/Lock Boxes

The Purchaser shall notify the Forest Service a minimum of two days prior to moving operation to a new location within the sale area which will require a new lockbox or relocation of a lockbox. The lock box shall be placed in an inconspicuous location and chained to a tree or other object. If all trees in the area are designated for removal, a designation change under B2.37 shall be made and the trees shall no longer be designated for removal. Each load leaving the area shall follow the ticket instructions listed above and deposit the Scaler Permit into the lock box. Depending on operations, more than one lock box may be required for the sale.

When all harvesting equipment has left an area or the sale, the remaining material may, by written agreement, be deck scaled according to the following procedures:

- Location and Size of Decks – Decks will be scaled only at approved landings, will be no more than 12 feet in height, and will be stacked in a manner that provides safe and efficient access to Forest Service scalers. Decks must contain at least 5 cords to be scaled, except for any necessary “clean-up” scaling needed at the conclusion of operations within a cutting unit or subdivision. All logs within a deck should be of the same length. Any decks with mixed lengths will be scaled as if all pieces were the length of the longest piece in the deck.
- Release of Decks – Only decks that have been scaled and subsequently released by the Forest Service may be hauled. Decks that have been scaled by the Forest Service shall be painted with green tracer paint. Paint marks will be applied to one face of the deck and consist of a connected exterior ring, irregular interior lines, and a deck number that corresponds to the written deck release. The written deck release, a detachable portion of the Scaling Data Sheet, will be filled out and signed by the scaler. The deck release shall either be given to the Purchaser’s Representative/Field Representative, if on site, or stapled to the released deck. If partially hauled decks are present on site during normal sale area visits Forest Service personnel may recreate the connected exterior ring of green paint.
- Frequency and Timing of Scaling – In the event that Forest Service is unable to conduct scaling operations within 2 business days of Purchaser’s request, Purchaser shall be notified in writing of the necessity for the postponement and time when scaling will be conducted. Scaling will not occur on weekends or Federal holidays. Under no circumstances will additional logs be added to measured, painted and released decks.

- Material from outside the Sale Area (other sales) shall not be permitted within the Sale Area. Approved decking locations shall be agreed to outside the Sale Area where such material may be placed.

Per Standard Provision B8.11 – Title Passage, the Forest Service retains all right, title, and interest in Included Timber which has not been scaled. The removal of unscaled material, as described above under load count and deck scaled, shall be treated as timber theft and shall be handled accordingly, depending on circumstance. Forest Service Law Enforcement shall be notified and may initiate criminal proceedings and/or fines.

Noncompliance with the terms set forth in this agreement will serve as grounds for termination, or modification of this agreement.

This agreement shall become effective upon signature of Purchaser and Forest Service.

The above conditions mutually agreed to by:

_____	_____	_____	_____
Contracting Officer	Date	Purchaser/Purchaser Representative	Date

Competent individual designated to receive removal receipts:

Name: _____

Chequamegon-Nicolet National Forest
Derecho Salvage Sale
Schedule of Items

FR 2016 - Summer

BEGIN STA	END STA	Description of Work	151 (01) Mobilization (LS)	212 (01) Linear Grading Reconst. (Mile)	301 (15) Untreated Aggregate 3" Breaker Run (CY)	Percent Accepted Date Employee Initials
		RECONSTRUCTION	CQ	CQ	CQ	
0+00	38+75	This segment of FR 2016 is Maintenance. Reconstruction begins at the intersection with FR 2106A.				
38+75	61+10	Starting from the intersection with FR2016A and headed northerly. Moderate/Heavy Linear Grading to include shaping/grading, minor road re-alignments, clear and grubbing and mod/heavy brushing of the 22'W x 14'H corridor. Unless otherwise specified in CT6.7# Slash Disposal Measures, all slash resulting from Specified Road work shall be placed outside of the clearing limit to lay no more than 3' from the ground. Stumps shall be placed outside of the clearing limits in an upright position. Do not operate machinery more than 20' outside of the clearing limits. Crown or outslope road as needed to drain water. Haul and place 60cy of 3" Breaker Run as spot gravel surfacing along road length from POB to POE. Mobilization is 5% of the total cost.	1	0.42	60	
60+90		Construct Truck Turn-Around - Right Side				
61+10		POE - end of road work				
		Total Quantity	1	0.42	60	
		Unit Price	\$250.00	\$7,500.00	\$10.00	TOTAL RECONSTRUCTION
		Total	\$250.00	\$3,150.00	\$600.00	\$4,000.00

TURN AROUNDS			CQ	CQ	CQ	
60+90		Construct Truck Turn-Around - Right. Moderate/Heavy Linear Grading to include shaping/grading, clear and grubbing and moderate/heavy brushing of the 22'W x 14'H corridor. Unless otherwise specified in CT6.7# Slash Disposal Measures, all slash resulting from Specified Road work shall be placed outside of the clearing limit to lay no more than 3' from the ground. Stumps shall be placed outside of the clearing limits in an upright position. Do not operate machinery more than 20' outside of the clearing limits. Crown or outslope road as needed to drain water. Haul and place 45 CY of 3" breaker run at T-turnaround. Use Compaction Method A.		0.03	45	
		Total Quantity		0.03	45	
		Unit Price		\$8,000.00	\$10.00	TOTAL - TURN AROUNDS
		Total		\$240.00	\$450.00	\$690.00

			151 (01) Mobilization (LS)	212 (01) Linear Grading Reconst (Mile)	301 (15) Untreated Aggregate 3" Breaker Run (CY)	
GRAND TOTALS			CQ	CQ	CQ	
Total Quantity			1	0.45	105	GRAND TOTAL
Total Check \$4,690.00			\$250.00	\$3,390.00	\$1,050.00	\$4,690.00

Chequamegon-Nicolet National Forest

Derecho Salvage Timber Sale

Tabulation of Quantities

		Estimated Quantities by Road			
Item No.	Description	Contract Quantities/ Design Quantities	Method of Measure	FR 2016	Total Quantity
151(01)	Mobilization	CQ	Lump Sum	1	1
212 (01)	Linear Grading Reconstruction	CQ	Mile	0.45	0.45
301 (15)	Aggregate Surface Course (Haul & Place) 3" Breaker Run Compaction Method - A (Gov't supplied)	CQ	Cubic Yard*	105	105

*Quantities for item shown as loose volume hauled.
This was estimated by first calculating the compacted in place volume and then adding 25%.

Chequamegon-Nicolet National Forest
Derecho Salvage
Timber Sale
Engineer's Estimate

			Estimated Cost by Road		
Item No.	Description	Contract Quantity/ Design Quantity	Method of Measure	FR 2016	Total Estimated Value
151 (01)	Mobilization	CQ	Lump Sum	\$250.00	\$250.00
212 (01)	Linear Grading - Reconstruction	CQ	Mile	\$3,390.00	\$3,390.00
301 (15)	Aggregate Surface Course (Haul & Place) 3" Breaker Run - Compaction Method - A	CQ	Cubic Yard	\$1,050.00	\$1,050.00
					TOTAL
Totals Check		\$4,690.00	Road Totals		\$4,690.00
					\$4,690.00

<=====

BID FOR ADVERTISED TIMBER									
(Reference FSM 2430, FSH 2409.18, Chapter 50)									
1. Sale Number: 40329		2. Date and Time of Bid Opening: 11/12/2020 02:00 PM		3. Opened By:		4. In the Presence of:			
5. Sale Name: Derecho Salvage						8. Type of Bid:			
6. National Forest: Chequamegon/Nicolet				7. Ranger District: Lakewood/Laona		a. <input checked="" type="checkbox"/> Sealed Bid b. <input type="checkbox"/> Confirmation of Oral Bid			
9. To: (Title and address of Sale Officer receiving bids)				10. Name of Newspaper:		11. Date Published:			
District Ranger's Office Sale Officer 4978 Hwy 8 West Laona, WI 54541				The Northwoods River News		10/30/2020			
				12. City: Rhinelander WI 54501		13. State: Wisconsin			
INSTRUCTIONS TO SALE OFFICER: Verify that TIM has completed applicable blanks before sending to prospective Bidders. Attach copy of sale advertisement. Entries are required in blocks 1, 2, 5-7, 8a or b, 9-13, 14a, b, c, d, e, f, h, i, & j, 15a, 19, 20, 27; and instruction 13 in all sales. Strike out spaces for entries in one or more columns h, or i, if not applicable to the sale.									
*****In Response to the Notice of Sale published in the newspaper specified above, and subject to the conditions attached hereto, the following bid is submitted and shall constitute a Firm Offer.*****									
14. Bid Information:				Rates Per Unit of Measure					
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Minimum Acceptable Bid Rate (f)	Total Sale Bid (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)	
Mixed Salvage	Pulpwood	CCF	5,401.00	\$0.25	\$5.89	////////	\$0.00	N/A	
Minimum Acceptable Total Sale Value, 14(j)						\$ 31,811.89			
Bidder's Total Sale Value Bid (Must be >=14j), 14(g)						\$			
* Total Value Bidding: Forest Service to determine proportionate rates for Species and Products.									
15. BID GUARANTEE:									
a. The minimum guarantee which must accompany this bid is \$3,200.00.									
b. The form of guarantee accompanying this bid is a(n) _____ in the amount of \$ _____ (See Instruction 6 for acceptable forms of payment.)									

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

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

16a. BIDDER CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER

RESPONSIBILITY MATTERS: Subject to the penalties prescribed in 18 USC 1001, Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder 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 Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this block, in whole or in part, shall submit an explanation with their bid (See Instruction 16.).

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

- a. That the Bidder [] 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 Bidder [] has, [] has not submitted required compliance reports under such previous contracts.
- b. That the Bidder 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, Bidder certifies and represents, by signing this bid form, that the following representations are accurate and complete:

- a. By submission of this bid each Bidder also certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this sale:

- (1) The prices in this bid 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 Bidder or with any potential competitor;
- (2) The prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of bid, directly or indirectly to any other Bidder or to any potential competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

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

- (1) The Signer is the person in the Bidder's organization responsible within that organization for the decision as to the prices bid herein and that the Signer has not participated, and will not participate, in any action contrary to a(1) through a(3) above; or
- (2) The Signer is not the person in the Bidder's organization responsible within that organization for the decision as to prices bid 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 a(1) through a(3) above, and as their agent does hereby so certify; and that the Signer has not participated, and will not participate, in any action contrary to a(1) through a(3) above.

c. A bid will not be considered for award where any portion of a or b above has been deleted or modified. Where these provisions have been deleted or modified, the bid will not be considered for award unless Bidder furnishes with the bid 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, DOWNPAYMENT, AND BOND: The Bidder whose bid is accepted will, within 30 days of the award letter's date, or any written extension thereof by the Forest Service, execute a timber sale contract which shall be provided by the Forest Service and be based on the sample contract referenced in the prospectus. Simultaneously, Bidder shall submit a downpayment and furnish a satisfactory performance bond, in accordance with the provisions of such timber sale contract, in the penal sum as prescribed in the prospectus for this sale, and otherwise complete the process described on this form and pages attached hereto. Simple interest shall be assessed at then Current Value of Funds Rate for a late downpayment. Bidder agrees that its failure to comply with this paragraph shall result in a termination of this contract for breach under provisions of instruction 9 of the Instructions to Bidders portion of this form.

20. DOWNPAYMENT: Pursuant to 36 CFR 223.49, the Bidder to whom award is made must make a downpayment at the time the contract is signed by the Bidder and returned to the Forest Service in the amount of:

Ten percent of the advertised value, plus 20 percent of the total bid premium.

___ percent of the advertised value, plus ___ percent of the total bid premium, based on the Chief's determination that this amount is necessary to deter speculation.

NOTICE: The indicated downpayment amount shall be increased to 20 percent of the total advertised value and 40 percent of the total bid premium if the Contracting Officer determines that the Bidder meets the criteria for additional downpayment established by 36 CFR 223.49.

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

22. TERMS OF BIDDER'S OFFER: Bidder certifies and represents that the Bidder has read and understands each and every provision of this bid form (together with any attachments thereto) and the sample sale contract. The Bidder agrees that it assumes the responsibility to clarify any questions before signing this form. The Bidder agrees that the written provisions of this bid form (together with any attachments) and the sample sale contract constitute the entire agreement of the parties until a written contract is executed and neither the bid form (and any attachments) nor the sample contract can be orally modified. The Bidder expressly adopts the terms of this bid form and the sample contract as material parts of the Bidder's offer for the advertised timber or forest product.

23. DISCLAIMER OF ESTIMATES AND BIDDER'S WARRANTY OF INSPECTION: Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sample contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the offered timber or forest product. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of its examination and inspection of the quality and quantity of the timber or forest product offered for sale and is based solely on its opinion of the value thereof and its costs of recovery, without any reliance on Forest Service estimates of timber or forest product quality, quantity or costs of recovery. Bidder further acknowledges that the Forest Service: (i) expressly disclaims any warranty of fitness of timber or forest product for any purpose; (ii) offers this timber or forest product as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber or forest product sold except as may be expressly warranted in the sample contract.

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

24. CERTIFICATION OF COMPLIANCE WITH EXPORT AND SUBSTITUTION RESTRICTIONS: The Bidder certifies, by signing this bid form, that the Bidder 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 15).

25. SMALL BUSINESS SET-ASIDE SALE:

Not applicable.

26. SPECIAL SALVAGE SALE TIMBER SALE PROGRAM SET-ASIDE SALE:

Not applicable.

27. CERTIFICATION OF NON-AFFILIATION:

Not applicable.

28. CERTIFICATION OF AFFILIATION: The Bidder certifies that a complete listing of Bidder's affiliates who are primarily engaged in the logging of forest products is included with this bid: (Add additional pages if needed; See Instructions 10 and 14):

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

Before signing this bid, review the attached instructions to Bidders and fill in the applicable blanks in boxes 14g, 15b, 16b, 18, 28 and 29.

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

Public reporting burden for this collection is estimated to be between 20 and 50 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Under the Paperwork Reduction Act of 1995, an agency shall not conduct or sponsor, and no persons are required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection of information is 0596-0066.

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

Receipt for Returned Deposits:

Check Number _____ in the amount of \$ _____ dated _____ was returned to _____

Signature: _____ Date: _____

29. 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 bidder's PII in the appropriate database.

INSTRUCTIONS TO BIDDERS

1. BIDDER'S QUALIFICATIONS: Before a bid is considered for award, the Bidder may be required to submit a statement regarding the Bidder's previous experience in performing comparable work, business affiliates and technical organizations, financial resources, intended product processing facilities and its timber exporting history.

2. PREPARATION OF SEALED BIDS: Bids shall be manually signed, bid prices entered in the "Bidder's Total Sale Value Bid" box (Block 14g) for all material subject to bidding and all fill-in blanks completed. Bidder's total sale value bid entered in block 14g must be equal to or greater than the minimum acceptable total sale value in block 14j. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

3. SUBMISSION OF SEALED BIDS: Sealed bids, with the accompanying bid guarantee, must be submitted to the Sale Officer, designated by the advertisement as the receiving officer, at or prior to the time established by the advertisement. Such bids 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 "Bid for Timber," and (b) the sale name or number, and the date and time of opening bids as shown by the advertisement. Bids received after the time specified in the sale advertisement are late bids, Forest Service Handbook 2409.18, Chapter 60 will govern acceptance of such bids.

4. PUBLIC OPENING OF SEALED BIDS: Sealed bids will be publicly opened and posted at the time and place set for opening in the advertisement.

5. ORAL AUCTION BIDDING: Not applicable.

6. BID GUARANTEE: A bid guarantee in the form of a bid bond on form FS-6500-13 (4/82 or later version), certification of annual bid bond allocation on form FS-6500-13a (4/82 or later version), an irrevocable letter of credit, the format of which has been pre-approved by the Forest Service Regional Forester, a certified check, official bank check, bank draft, cashier's check, bank or postal money order payable to the Forest Service, USDA; or cash, in an amount no less than that specified in item 15(a), must accompany each sealed bid. Failure to submit an acceptable bid guarantee with the sealed bid will require rejection of the bid as non-responsive unless there is no other acceptable bid, or unless the Forest Service, in its sole discretion, decides to briefly delay a sale advertised for sealed bids followed by oral bids in order to allow any Bidder to cure any deficiency in its bid guarantee prior to oral bidding. Bid bonds must be accompanied by a power of attorney indicating that the person signing the bond for the surety has the power to do so. The Bidder acknowledges that bid guarantee shall be retained, in whole or in part, by the Forest Service to satisfy any damages that may be assessed if the bid is accepted and Bidder subsequently fails to furnish a cash downpayment or return the executed contract and performance bond as required. (See instruction 9.) The Bidder also acknowledges that the bid guarantee may be retained, in whole or in part, if the bid is accepted and Bidder has failed to abide by the terms of the bid or sample contract or violates the False Statements Act including not meeting purchaser responsibility requirements in 36 CFR 223.101, or Bidder has made a false statement (block 16). Otherwise, the bid guarantee shall be returned to each Bidder whose bid is not accepted.

7. AWARD OF CONTRACT: Award of the contract will be made to that responsible Bidder whose bid, conforming to the invitation for bids, is most advantageous to the United States on the basis of total value. The Government may, when in its interest, reject any or all bids or waive any informality in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party. If timber is advertised as set-aside for competitive bidding by small businesses, award will be made to the highest Bidder qualified as a small business and who has not been determined by the SBA to be ineligible for preferential award of set-aside sales. If there are no qualified small business Bidders, Forest Service will advertise this sale without restrictions on bidder size. All small businesses qualified, as a small business by the SBA, shall be required to follow the small business set-aside provisions of the sample contract.

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 timber sale are the same as, or nearly the same as, conditions existing on other timber sale(s) in appeal or litigation, Contracting Officer may delay award or reject all bids. If delay in award is for 10 days or more during Normal Operating Season after bid 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.

8. DOWNPAYMENT: The Bidder to whom award is made must make a downpayment at the time the Bidder signs the contract and returns the contract to the Forest Service. The amount of the downpayment will be calculated as shown in block 20 of this bid for advertised timber. Only cash may be used to meet this requirement. Deposits shall be made to the Forest Service U.S.D.A., by mail or delivery to the address on the bill furnished by Forest Service. After receipt of downpayment and executed contract with required performance bond, the bid guarantee will be returned to the successful Bidder.

Bidder's failure to make the downpayment in conformance with the terms, conditions, and requirements contained in Contracting Officer's letter of award shall constitute repudiation of bid pursuant to instruction 9. Bidder shall have 3 days from the required date of execution to make the downpayment at the location designated by Forest Service. Bidder shall pay simple interest at the Current Value of Funds Rate on the unpaid downpayment for the period within the 3 days in which the downpayment is late. In the event Bidder fails to make payment within the 3 days, Bidder's bid guarantee shall be retained by Forest Service and applied toward damages. If the amount of the bid guarantee exceeds the amount of damages, the balance will be refunded to Bidder.

9. DAMAGES: Bidder acknowledges that this contract shall be terminated for breach pursuant to blocks 16, 16a, 16b, 19, 21, 24, 25, 26, 27, 28 and/or 29 of this bid form if: (a) the Bidder fails to execute a timber sale contract, furnish a downpayment within 3 days of the required date of execution, or furnish a satisfactory performance bond, within the number of days listed in block 19, or any written extension thereof by Forest Service; or (b) the Bidder is found to have violated the False Statements Act in making any statement or certification on this bid form, including not meeting purchaser responsibility requirements. The Bidder acknowledges that the Bidder 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 bidders regarding accepting the award of the contract at the high Bidder's repudiated rate or (b) If another qualified bidder does not accept award of the contract at the high Bidder'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 resale bid value and the total value of Bidder's repudiated bid, plus costs described in this instruction or
- (ii) If there are no responsive bids on the reoffered contract, damages shall be the difference between the reoffered appraised value and the total value of Bidder's repudiated bid, 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 Bidder's repudiation, damages shall be the difference between the appraised value of this contract as of the date of Bidder's repudiation and the total value of Bidder's repudiated bid, 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 timber sale advertisement costs.

Damages will also include interest measured by interest at the Current Value of Funds Rate established by the Secretary of the Treasury, on the difference between Bidder's retained bid guarantee and the downpayment amount and other deposits required at award. Interest will be calculated from the date of Bidder'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.

Bidder and Forest Service agree that Bidder's bid guarantee shall be retained by Forest Service and applied toward damages due the United States for Bidder's failure to execute this contract.

10. PRIVACY ACT: All personal information is requested on a voluntary basis; however, if you do not provide this personal information, your bid 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 sale program and thus is authorized under the National Forest Management Act of 1976, (16 USC 472a). The principal purpose for collecting this information is to allow for proper award of a timber sale 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 sales, (b) determination of volume purchased in any specific time period by a single purchaser, and (c) determination of volume under contract by a purchaser.

11. ROAD COMPLETION DATE: Not applicable.

12. ELECTION OF ROAD OPTION AND CERTIFICATE OF SMALL BUSINESS STATUS: Not applicable.

13. ELECTION OF ROAD OPTION: Not applicable.

14. 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.

Bidder: A Bidder is any individual, organization, or other legal entity that submits a bid for, or may be expected to submit a bid for, a National Forest System timber sale.

Covered Transactions: Covered transactions include both non-procurement and procurement transactions. A primary tier transaction 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 equal to or greater than \$25,000.

Current Value of Funds Rate: A rate of interest established by the Secretary of the Treasury.

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.

Sale Officer: An individual delegated responsibility for any specific aspect or task in the bidding or awarding process for timber sales.

Small Business: In sales 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.

15. 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 Bidder acknowledges that the Bidder is aware of the applicable export restrictions. The Bidder 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.

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

The certification is a material representation of fact upon which reliance was placed when the Forest Service determined to enter into this timber sale. If it is later determined that the Bidder knowingly rendered an erroneous certification, in

addition to other remedies available to the Federal Government, the Forest Service may terminate this timber sale for cause or default.

The Bidder shall provide immediate written notice to the Forest Service officer, to whom this bid is submitted, if at any time the Bidder 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 Bidder agrees by submitting this bid that, should the proposed timber sale transaction be entered into, it shall not knowingly enter into any subcontractor transaction (lower tier covered transaction) with a person who is proposed for debarment under 48 CFR 9.4, or who is debarred, suspended, declared ineligible, or voluntarily excluded under 48 CFR 9.4, from participation in this timber sale, unless authorized by the Forest Service's non-procurement Debarment and Suspending Official.

The Bidder further agrees by submitting this bid that Form AD-1047 Certification Regarding Debarment, Suspension and Other Responsibility Matters shall be completed by the Purchaser and provided to the Contracting Officer upon request.

17. 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.



**Representations Regarding Felony Conviction
and Tax Delinquent Status for Corporate Applicants**

AD-3030

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 U.S.C. § 552a, as amended). The authority for requesting the following information for U.S. Department of Agriculture (USDA) agencies and staff offices is in § 744 and 745 of the Consolidated Appropriations Act, 2019, Pub. L. 116-6 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 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number 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. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

PART A APPLICANT

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

4A. Has the Applicant been convicted of a felony criminal violation under 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)
--------------------------------	--	------------------------------

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer>) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

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