

## **NATIONAL FOREST TIMBER FOR SALE**

### **CHEQUAMEGON/NICOLET NATIONAL FOREST**

The Charlie Otto Salvage Sale is located within Township 40 North, Range 14 East, Sections 4 and 5. The Forest Service will receive sealed bids in public at Eagle River District Office at 1:00 PM local time on 02/23/2021 for an estimated volume of 650 CCF of Mixed Salvage pulpwood marked or otherwise designated for cutting. In addition, there is within the sale area an unestimated volume of Biomass (Topwood Only) grn bio cv that the bidder may agree to remove at a fixed rate. 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 Forest Service office in either Eagle River (715-479-2827) or Florence (715-528-4464). A full prospectus and bid package can also be found on the Chequamegon-Nicolet National Forest website at <http://go.usa.gov/3cEP9>. The USDA is an equal opportunity lender, provider, and employer.

Reply to: 2430  
Date: 02/10/2021

Dear Prospective Bidder:

On 02/23/2021, at 01:00 PM, sealed bids will be opened in the Eagle River District Office for the Charlie Otto Salvage sale. This sale is located in Township 40 North, Range 14 East, Sections 4 and 5. Timber sale Contract 2400-6 will be used. The termination date for this sale is 09/30/2022.

Measurement of the estimated quantities will be made after felling. The total estimated quantity on this sale is 650 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	650.00	8.50	\$6.73	\$0.25	\$0.00	\$0.00
	Total	CCF	650.00				\$0.00	\$0.00

The minimum acceptable bid for advertised timber is \$4,374.50 for the biddable species.

There is a \$500.00 bid guarantee required on this sale.

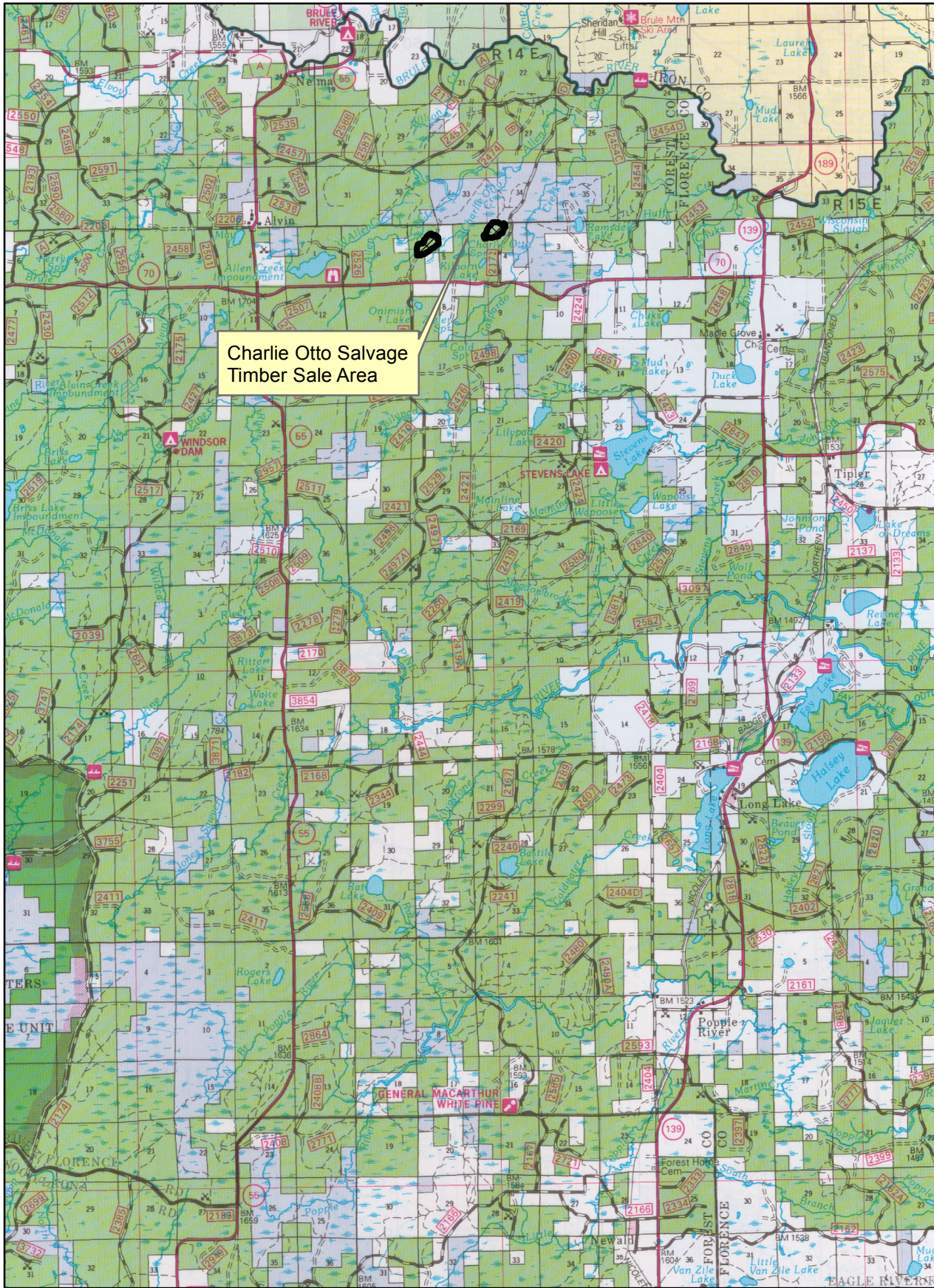
If you wish further information on this sale, the prospectus and bid form, please write or call the Forest Service office in either Eagle River (715-479-2827) or Florence (715-528-4464). A full prospectus and bid package can also be found on the Chequamegon-Nicolet National Forest website at <http://go.usa.gov/3cEP9>.

Sincerely,

CHAD KIRSCHBAUM  
District Ranger

Enclosure

**Chequamegon - Nicolet National Forest  
Eagle River- Florence Ranger District  
Charlie Otto Salvage Sale - Vicinity Map**



Charlie Otto Salvage  
Timber Sale Area

T41N

T40N

T39N

T38N

N

1/29/2021  
EA

R13E

R14E

R15E

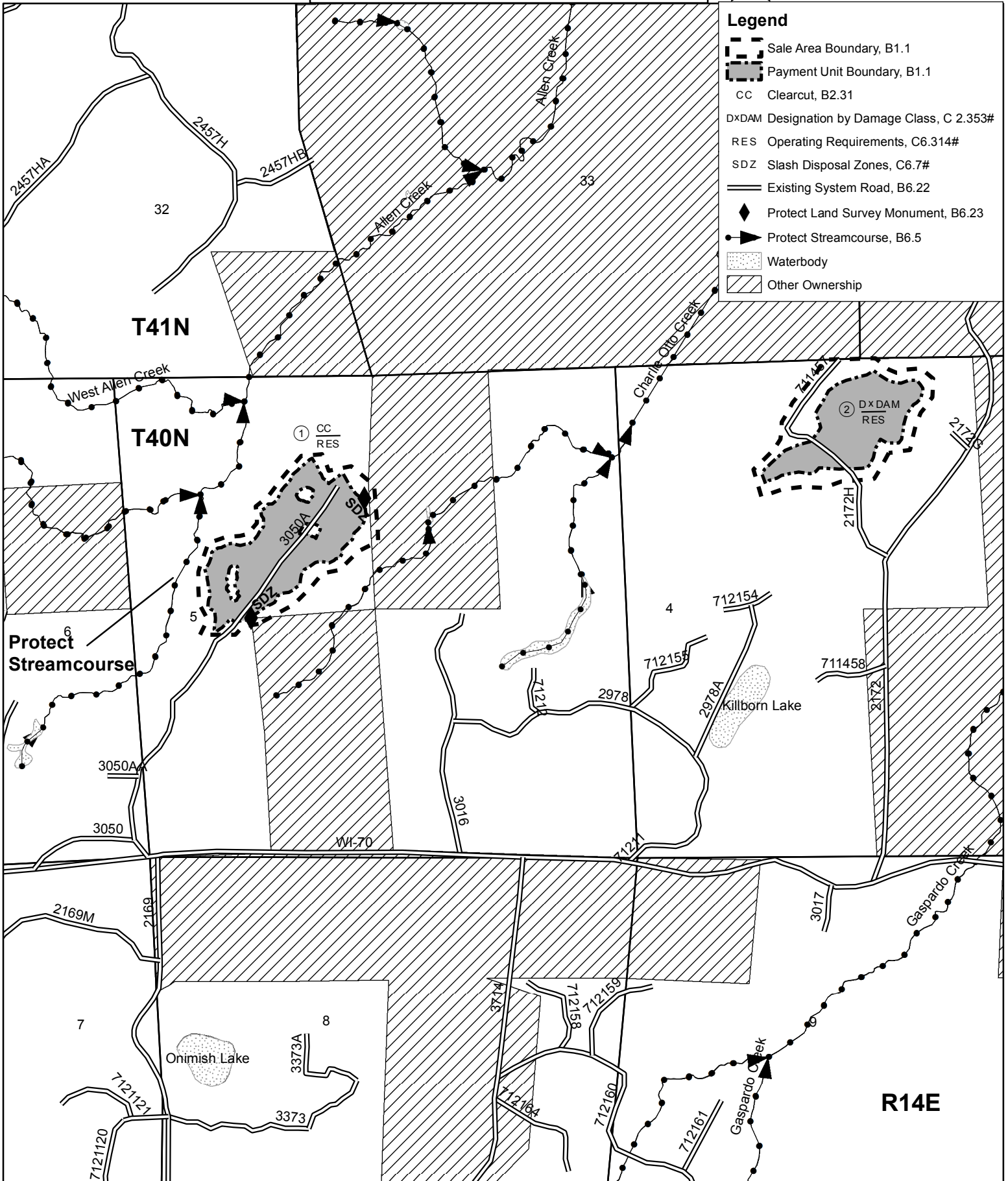


# Chequamegon-Nicolet National Forest Eagle River-Florence Ranger District Charlie Otto Salvage - Sale Area Map



### Legend

- Sale Area Boundary, B1.1
- Payment Unit Boundary, B1.1
- CC Clearcut, B2.31
- DxDAM Designation by Damage Class, C 2.353#
- RES Operating Requirements, C6.314#
- SDZ Slash Disposal Zones, C6.7#
- Existing System Road, B6.22
- Protect Land Survey Monument, B6.23
- Protect Streamcourse, B6.5
- Waterbody
- Other Ownership



**TIMBER SALE PROSPECTUS**

<b>Sale Name :</b>	Charlie Otto Salvage	<b>Type of Sale :</b>	Scaled
<b>National Forest :</b>	Chequamegon/Nicolet	<b>Ranger District :</b>	Eagle River/Florence
<b>Bidding Method :</b>	Sealed Bid	<b>Bid Guarantee :</b>	\$500.00

**Location of Bid Opening :** Eagle River District Office

**Date :** 02/23/2021 **Time :** 01:00 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 Charlie Otto Salvage Sale is located in Sections 4 & 5, T40N, R14E, Forest County, Wisconsin; approximately 3.5 miles east of Alvin, Wisconsin. The Sale Area consists of approximately 90 (gross) acres with cutting confined to approximately 54 (net) acres.

The sale volume consists of approximately 650 ccf Mixed Salvage Pulpwood (consisting of approximately 59% Aspen, 22% Basswood, 8% Sugar Maple, 6% Red Maple, 2% Balsam Fir, 1% Paper Birch, 1% Black Ash, & 1% White Spruce).  
Cutting Unit Description

**Clearcut (CC) Unit - Payment Unit: 1**

All trees which meet minimum utilization standards within Payment Unit designated as Clearcut (CC), as shown on the Sale Area Map, are designated for cutting.

**Designation by Damage (DxDAM) Unit - Payment Unit: 2**

All damaged trees which meet minimum utilization standards, are designated for cutting within Payment Unit designated as Designation by Damage Class (DxDAM), as shown on the Sale Area Map. Additional trees are designated for cutting when marked in BLUE paint at breast height and on the stump.

**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.

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	650.00	8.5	\$6.73	\$.25	\$0.00	\$0.00
	<b>TOTAL</b>	CCF	650.00				\$0.00	\$0.00

The minimum acceptable total sale value bid for advertised timber is \$4,374.50. 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.

### Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Biomass (Topwood Only)	Grn Bio Cv	CCF	\$1.50	\$0.00	\$0.00

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$1,992.00 is included in total timber value.

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 05/15 and 03/15. Contract termination date is 09/30/2022. 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.

**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.

**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 \$500.00 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.** Not Applicable.

**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. It is recommended that the Purchaser begin harvesting on this sale as soon as possible to minimize volume loss. In order to facilitate the harvest of high risk timber on this sale, a Contract Term Adjustment may be granted to the Purchaser on green sales they may hold on the Chequamegon Nicolet National Forest. A showing of impact on these sales is a prerequisite to granting a Contract Term Adjustment. The number of days granted shall be determined on a case-by-case review and shall reflect the time lost for operations on this sale.

Pursuant to item #7, Performance Bonds will be made effective for one year past the termination date.

BT6.81 Product Identification is not applicable for this sale and will be waived for the purpose of this contract.

The Wood Chips Index, #211135 will be used for this sale. Prior to sale award, the apparent high bidder will be given the opportunity to provide input as to which index they feel best represents the products of this sale.

The Letter of Credit must be issued by a federally insured financial institution such as a Production Credit Association or insured by the Federal Deposit Insurance Corporation (FDIC), Federal Savings and Loan Insurance Corporation (FSLI), or National Credit Union Association (NCUA).

Payment Unit boundaries are either marked with ORANGE paint at DBH and on the stump or follow roads. Where boundaries have been marked with paint, the boundary trees are not to be cut.

Within Payment Unit 1, no logging operations will take place from March 16 through May 14. Please refer to C6.314#, Operating Requirements, in the Sample Timber Sale Contract.

Within Payment Unit 2, no logging operations will take place from March 16 through November 30. Please refer to C6.314#, Operating Requirements, in the Sample Timber Sale Contract.

Within a strip 10 feet in width, measured from the boundary line along other ownership, all slash resulting from the Purchaser's logging operations shall be removed and not windrowed. Please refer to C6.7#, Slash Disposal Measures, in the Sample Timber Sale Contract.

Pursuant to A9-Scaling Instructions and Specifications and AT10-Scaling Services, scaling services shall be governed by the Scaling Services Agreement. Decks to be scaled shall be at agreed upon locations, shall be not more than 12 feet in height, and shall be stacked in a manner that provides for safe and efficient scaling. Decks must contain a minimum of 5 cords to be scaled, with the exception of clean up decks at the conclusion of operations within the cutting unit or subdivision. Any decks with mixed lengths shall be scaled as though all pieces are the same length as the longest piece in the deck.

Prospective bidders are reminded that sealed bids will be opened at the Eagle River District Office, 1247 E. Wall St., Eagle River, Wisconsin, on February 23, 2021 at 1:00 PM local time. Phone 715-479-2827 for further information.

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

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

Name of Purchaser

<b>National Forest</b> Chequamegon/Nicolet	<b>Ranger District</b> Eagle River/Florence	<b>Region</b> Eastern	<b>Contract Number</b>
<b>Sale Name</b> Charlie Otto Salvage		<b>Award Date</b>	<b>Termination Date</b> 09/30/2022

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: <sup>1/</sup>

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Purchaser) <sup>2/</sup>

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

I, <sup>3/</sup> \_\_\_\_\_, 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 <sup>4/</sup>**

**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.

<b>EXAMPLE 1/</b>	
<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 90 acres more or less is located in:  
 Township 40 North, Range 14 East, Sections 4 and 5

**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	650.00	CCF	5.0	1	8	4.0	70
<b>Timber Subject to Agreement under C2.11#</b>								
Biomass (Topwood Only)	Grn Bio Cv	unestimated	CCF	N/A	1	8	N/A	N/A
<b>Total Quantity</b>		650.00	CCF					

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

	<u>Number</u>	<u>Acres</u>
Clearcutting Units (B2.31)	1	32
Specified Road Clearing (B2.32)	<input type="text"/>	<input type="text"/>
Overstory Removal Units (B2.33)	<input type="text"/>	<input type="text"/>
Understory Removal Units (B2.34)	<input type="text"/>	<input type="text"/>
Individual Trees (B2.35)	<input type="text"/>	22
Incompletely Marked Timber (B2.36)	<input type="text"/>	<input type="text"/>

**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	6.73			.00
<b>Timber Subject to Agreement under C2.11#</b>							
Biomass (Topwood Only)	Grn Bio Cv	CCF	.25	1.50			.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	Pulpwood	10

**A7 - Specified Roads**, applicable to B5.2

Name and Date of Governing Road Specifications:

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
<b>NOT APPLICABLE</b>							

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
<b>NOT APPLICABLE</b>			

**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 \$
All	Pulpwood	CCF	Within Sale Area at locations agreed upon with Forest Service	For R9 use only- 100% Stacked Volume Scaling	.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

April 01 to November 15 , inclusive

**A13 - Purchaser Responsibility to Furnish Crews and Equipment for:**

**Initial Fire Suppression**, applicable to B7.3

Within 5 road miles

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

Within 20 road miles

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

Maximum Amount: \$ \$500.00

**A15 - Termination Date**, applicable to B8.2

September 30, 2022

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

First Period: May 15 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

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**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.)

C2.11#	TIMBER SUBJECT TO AGREEMENT (02/1971)
C2.302#	BOUNDARY TREES (05/2015)
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)
C5.31#	ROAD MAINTENANCE REQUIREMENTS (07/2001)
C5.33#	SNOW REMOVAL (05/2015)
C6.314#	OPERATING REQUIREMENTS (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)

C2.11# - TIMBER SUBJECT TO AGREEMENT (02/1971)

In addition, there is within Sale Area an unestimated quantity of:

<u>Species</u>	<u>Product</u>
Biomass (Topwood Only)	Grn Bio Cv

that shall be Included Timber upon written agreement.

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

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

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

Within Subdivision(s) or cutting unit(s) 2, 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.

(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 ORANGE 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.

C5.31# - 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.**

**Contract Road Maintenance Requirements Summary Table  
C 5.31# Road Maintenance Requirements**

Road Number	Termini		Miles	Applicable Pre-Haul Road Maintenance Specifications					
	From	To		Section 1, General	Section 2, Definitions	T-8030	T-8110	T-8420	T-8620
FR 3050	Hwy 70	FR 3050A	0.2			P			
FR 3050A	FR 3050	P.O.E.	0.9			P	P	P	
FR 2172H	FR 2172	FR 711457	0.3			P	P	P	

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

Road Number	Termini		Miles	Applicable During Haul Road Maintenance Specifications					
	From	To		Section 1, General	Section 2, Definitions	T-8030	T-8110	T-8420	T-8620
FR 3050	Hwy 70	FR 3050A	0.2			P			
FR 3050A	FR 3050	P.O.E.	0.9			P	P	P	
FR 2172H	FR 2172	FR 711457	0.3			P	P	P	

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

Road Number	Termini		Miles	Applicable Post-Haul Road Maintenance Specifications					
	From	To		Section 1, General	Section 2, Definitions	T-8030	T-8110	T-8420	T-8620
FR 3050	Hwy 70	FR 3050A	0.2			P			
FR 3050A	FR 3050	P.O.E.	0.9			P	P	P	
FR 2172H	FR 2172	FR 711457	0.3			P	P	P	

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

## **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 BT6.31.

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 BT8.31.

## **SECTION 2. ROAD MAINTENANCE DEFINITIONS**

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

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

Borrow. Select Material taken from designated borrow sites.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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.

**T-8030 Snow Removal**

**DESCRIPTION**

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

**EQUIPMENT**

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

**REQUIREMENTS**

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

**T-8110      Maintenance Blading/Grading**

DESCRIPTION

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

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.

## **T-8420 Cutting Roadway Vegetation**

### DESCRIPTION

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

### EQUIPMENT

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

### REQUIREMENTS

- 3.1 Vegetative matter within the Roadway which impedes vehicular travel, and/or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked in locations where agreed upon and the Traveled Way or sight distances will not be impaired.
- 3.2 Vegetative matter removed from the clearing limits shall be scattered outside the clearing limits at least 5 feet perpendicular to the road surface.
- 3.3 Trim tree branches that extend over the road surface and shoulders to attain a clear height of 14 feet. Trim branches flush with the tree or as close as possible without causing damage or scarring to the bole. Area shall be left neatly trimmed.
- 3.4 Any stump removed shall be placed in an upright position out of the clearing limits.
- 3.5 Area shall not be left in an unsightly condition. The FSR shall have the final say over how the area is left.

C5.33# - SNOW REMOVAL (05/2015)

Snow removal shall be done in a manner that will preserve and protect roads, provide for safe and efficient transport of timber, and prevent erosion damage to streams and adjacent lands. In performing snow removal, Purchaser shall adhere to the following performance standards, unless otherwise agreed:

1. Blade will be equipped with skid shoes to prevent loss of surfacing and damage to the road bed. On gravel and native surface roads, a minimum 1-inch depth compacted snow mat will be maintained on the roadbed during blading.
2. Snow shall be removed from the entire road width, including turnouts.
3. Snow berms will be reduced at road intersections where plowed road segments join unplowed road segments. Reduce the piled snow in the roadway to create a smooth transition from plowed road to normal snow depth.
4. Openings will be created in snow berms as needed for proper drainage. Remove snow, ice, and debris from culverts and other drainage structures as needed to ensure efficient flow of water.
5. Tracked or clefted vehicles will not be used for snow removal without prior written approval of Forest Service Representative.

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 the Sale Area must be requested in writing and approved by the Contracting Officer prior to application.

Prohibited operations/activities:

Within Payment Unit 1, No logging operations shall take place from March 16 through May 14.

Within Payment Unit 2, No logging operations shall take place from March 16 through November 30.

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:

Within a strip 10 feet in width, measured from the boundary line along other ownership, all slash resulting from the Purchaser's logging operations shall be removed and not windrowed.

Slash resulting from construction clearing, other than Specified Roads, shall be lopped and scattered so as to lie within 2 feet of the ground.

Slash resulting from Purchaser's operations shall be removed from all wetland areas.

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.

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.



FOR CUT TREES ONLY

CRUISE#: 33120 SALE#: 33120

SALENAME: CharlieOttoSalvage

RUN DATE & TIME: 1/21/2021 1:46:58 PM

VERSION: 10.01.2019

VOLUME LIBRARY VERSION: 09.25.2019

S P E C I E S	***** SAWTIMBER *****							***** NON-SAWTIMBER *****				
	TOTAL	(PROD = 01 UM = 01, 03)						(PROD NOT = 01 UM = 01, 02, 03)				
	EST.	EST.					(AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)					
	# OF	# OF	** GROSS VOLUME **		** NET VOLUME **		*** GROSS	***	*** NET	***		
	TREES	TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CORDS	
01 746	4381	0	0	0	0	0	0	38989	0	35970	419.29	
01 375	184	0	0	0	0	0	0	719	0	719	8.50	
01 316	291	0	0	0	0	0	0	3178	0	2889	33.92	
01 012	199	0	0	0	0	0	0	1281	0	1209	19.93	
01 743	265	0	0	0	0	0	0	1830	0	1750	26.52	
UNIT 01 TOTAL	5321	0	0	0	0	0	0	45997	0	42538	508.17	
02 746	37	0	0	0	0	0	0	1046	0	852	13.80	
02 316	180	0	0	0	0	0	0	1211	0	1087	12.33	
02 012	11	0	0	0	0	0	0	61	0	57	0.73	
02 743	2	0	0	0	0	0	0	196	0	161	2.40	
02 318	519	0	0	0	0	0	0	5868	0	5298	71.38	
02 951	571	0	0	0	0	0	0	16087	0	14287	202.23	
02 094	7	0	0	0	0	0	0	130	0	111	1.40	
02 541	16	0	0	0	0	0	0	678	0	604	8.17	
UNIT 02 TOTAL	1343	0	0	0	0	0	0	25277	0	22455	312.45	
<hr/>												
S U B T O T A L S *****SAWTIMBER***** *****NON-SAWTIMBER*****												
	TOT EST	EST					GROSS	GROSS	NET	NET		
	# OF	# OF	** GROSS VOLUME **		** NET VOLUME **		BDFT	CUFT	BDFT	CUFT	CORDS	
SPECIES	TREES	TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CORDS	
746	4418	0	0	0	0	0	0	40035	0	36822	433.09	
375	184	0	0	0	0	0	0	719	0	719	8.50	
316	471	0	0	0	0	0	0	4389	0	3975	46.26	
012	210	0	0	0	0	0	0	1341	0	1266	20.67	
743	267	0	0	0	0	0	0	2026	0	1911	28.92	
318	519	0	0	0	0	0	0	5868	0	5298	71.38	
951	571	0	0	0	0	0	0	16087	0	14287	202.23	
094	7	0	0	0	0	0	0	130	0	111	1.40	
541	16	0	0	0	0	0	0	678	0	604	8.17	
<hr/>												
OVERALL TOTALS--	6663	0	0	0	0	0	0	71274	0	64993	820.62	

<b>BID FOR ADVERTISED TIMBER</b>									
(Reference FSM 2430, FSH 2409.18, Chapter 50)									
1. Sale Number: 33120		2. Date and Time of Bid Opening: 02/23/2021 01:00 PM		3. Opened By:		4. In the Presence of:			
5. Sale Name: Charlie Otto Salvage						8. Type of Bid:			
6. National Forest: Chequamegon/Nicolet				7. Ranger District: Eagle River/Florence		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:			
Eagle River District Office Sale Officer 1247 E Wall St. Eagle River, WI 54521				Vilas County News-Review		02/10/2021			
				12. City:		13. State:			
				Eagle River		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.									
<b>*****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.*****</b>									
<b>14. Bid Information:</b>				<b>Rates Per Unit of Measure</b>					
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	650.00	\$0.25	\$6.73	////////	\$0.00	N/A	
<b>Minimum Acceptable Total Sale Value, 14(j)</b>						<b>\$ 4,374.50</b>			
<b>Bidder's Total Sale Value Bid (Must be &gt;=14j), 14(g)</b>						<b>\$</b>			
<b>* Total Value Bidding: Forest Service to determine proportionate rates for Species and Products.</b>									
<b>15. BID GUARANTEE:</b>									
a. The minimum guarantee which must accompany this bid is \$500.00.									
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.

<p><b>21. FIRM OFFER:</b> 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.</p>
<p><b>22. TERMS OF BIDDER'S OFFER:</b> 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.</p>
<p><b>23. DISCLAIMER OF ESTIMATES AND BIDDER'S WARRANTY OF INSPECTION:</b> 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.</p> <p>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.</p> <p>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.</p>
<p><b>24. CERTIFICATION OF COMPLIANCE WITH EXPORT AND SUBSTITUTION RESTRICTIONS:</b> 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, <i>et seq.</i>). 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).</p>
<p><b>25. SMALL BUSINESS SET-ASIDE SALE:</b> Not applicable.</p>
<p><b>26. SPECIAL SALVAGE SALE TIMBER SALE PROGRAM SET-ASIDE SALE:</b> Not applicable.</p>
<p><b>27. CERTIFICATION OF NON-AFFILIATION:</b> Not applicable.</p>

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

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

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

**PART B SIGNATURE**

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