

**NATIONAL FOREST TIMBER FOR SALE**  
**CHEQUAMEGON/NICOLET NATIONAL FOREST**

The Finnerty Sale is located within T35N, R14E, Sections 23 & 26. The Forest Service will receive sealed bids in public at Laona District Office at 2:00 PM local time on 07/10/2018 for an estimated volume of 327 CCF of Mixed Hardwood sawtimber, 533 CCF of Aspen pulpwood, 353 CCF of Basswood pulpwood, 47 CCF of Mixed Conifer pulpwood, and 680 CCF of Mixed Hardwood pulpwood marked or otherwise designated for cutting. The Forest Service reserves the right to reject any and all bids. Interested parties may obtain a prospectus from the office listed below. A prospectus, bid form, and complete information concerning the timber, the conditions of sale, and submission of bids is available to the public from the Lakewood, Laona or Rhinelander Forest Service offices or online at <https://www.fs.usda.gov/resources/cnrf/landmanagement/resourcemanagement>. The USDA is an equal opportunity provider, employer and lender.

Reply to: 2430  
Date: 05/29/2018

Dear Prospective Bidder:

On 07/10/2018, at 02:00 PM, sealed bids will be opened in the Laona District Office for the Finnerty sale. This sale is located in T35N, R14E, Sections 23 & 26. Timber sale Contract 2400-6T will be used. The termination date for this sale is 06/30/2021.

There are 1.64 miles (2.64 kilometers) of specified road reconstruction. A specified road construction cost of \$28,366.76 has been allowed in the appraisal for this work.

The estimated quantities in this contract have been determined prior to felling. The total estimated quantity on this sale is 1,940 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 Rates per Unit of Measure**

Estimated Quantities and Rates per Unit of Measure							Required Deposits	
Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Advertised Rates	Base Rates	Slash Disposal	Road Maintenance
Mixed Hardwood	Sawtimber	CCF	327.00	13.80	\$141.61	\$34.63	\$0.00	\$1.03
Aspen	Pulpwood	CCF	533.00	11.40	\$16.11	\$4.45	\$0.00	\$1.03
Basswood	Pulpwood	CCF	353.00	8.00	\$1.37	\$1.09	\$0.00	\$1.03
Mixed Conifer	Pulpwood	CCF	47.00	8.20	\$6.70	\$2.31	\$0.00	\$1.03
Mixed Hardwood	Pulpwood	CCF	680.00	8.00	\$16.09	\$4.45	\$0.00	\$1.03
	Total	CCF	1,940.00				\$0.00	\$1,998.20

There is a \$6,700.00 bid guarantee required on this sale.

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

Sincerely,

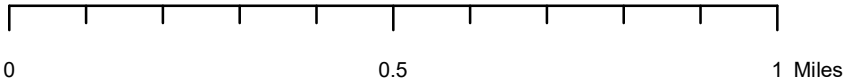
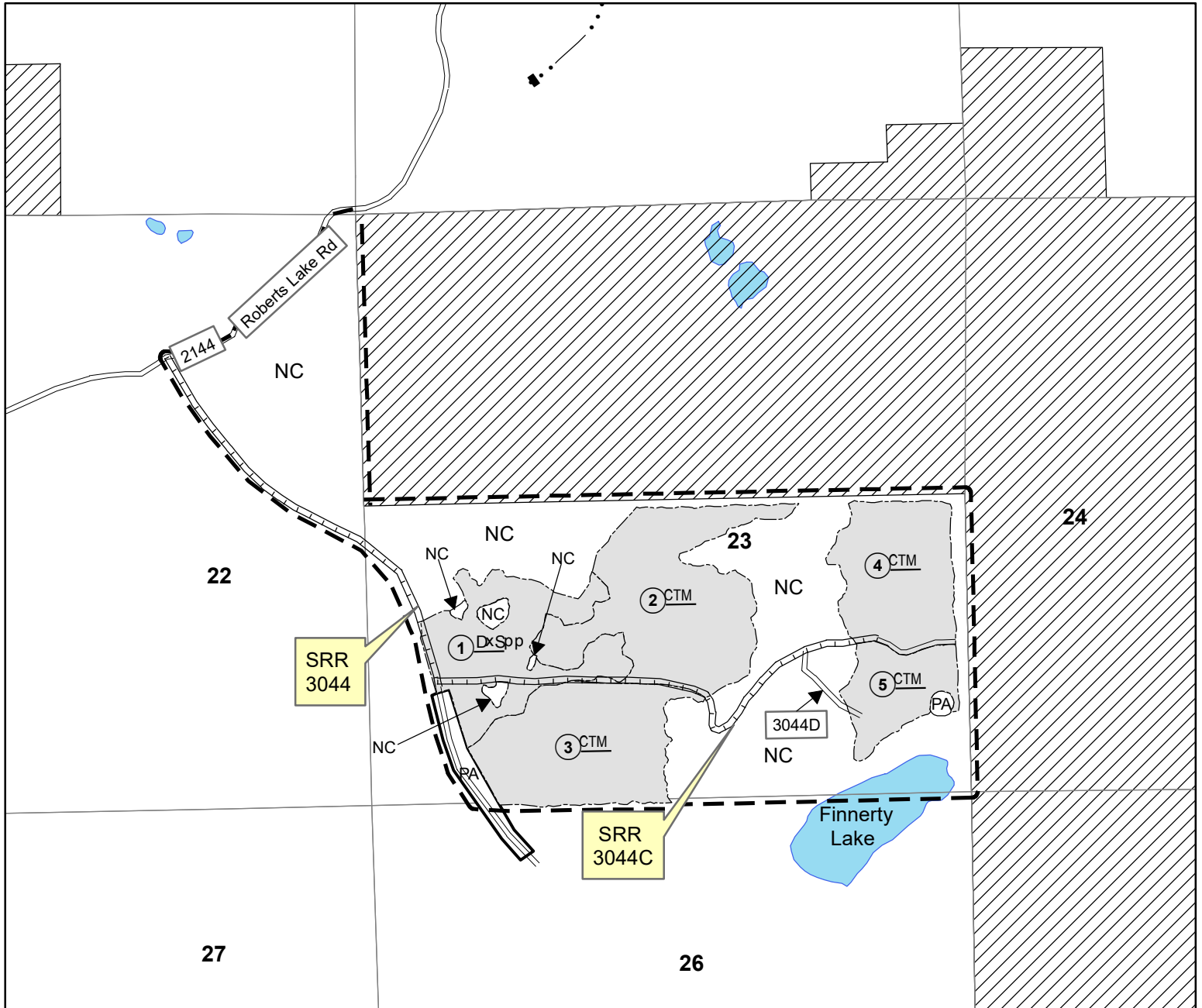
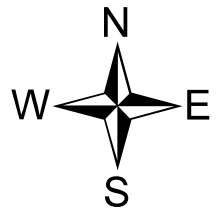
Jeff Seefeldt, District Ranger

Enclosure

# Sale Area Map

Sale Name: Finnerty  
 National Forest: Chequamegon - Nicolet  
 Ranger District: Lakewood - Laona  
 Compartments: 5130

T35N, R14E



OR-Operating Requirements present in all units



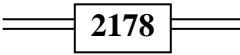


RT-Reserve trees in unit 1

R-R-R Along all Forest Service Routes

NOTE: Landlines and payment unit boundaries are drawn to approximate scale.

**Finnerty Sale  
Compartment 5130  
Lakewood/Laona District**

**LEGEND**

	Sale Area Boundary, BT1.1
	Payment Unit Boundary, BT1.1
NC	No Cutting
①	Payment Unit Marked Prior to Advertisement, BT1.1
RT	Reserve Trees, CT2.3#
PA	Protected Area, CT2.301#
③ CTM	Payment Unit Marked Prior to Advertisement, BT2.35
③ DxSPP	Designated for Cutting, CT2.352#
	Existing/Improved Transportation System Road, BT5.12
	Specified Road Reconstruction, BT5.2, AT9
OR	Operating Restriction, CT6.314#
	Other Ownership

**TIMBER SALE PROSPECTUS**

<b>Sale Name :</b>	Finnerty	<b>Type of Sale :</b>	Premeasured
<b>National Forest :</b>	Chequamegon/Nicolet	<b>Ranger District :</b>	Lakewood/Laona
<b>Bidding Method :</b>	Sealed Bid	<b>Bid Guarantee :</b>	\$6,700.00

**Location of Bid Opening :** Laona District Office

**Date :** 07/10/2018

**Time :** 02:00 PM

**1. INTRODUCTION.** This prospectus furnishes prospective bidders with information not contained in the published advertisement and is designed to enable bidders to decide whether or not to further investigate the sale. The prospectus is not a legally binding document, but is offered to provide general information about a sale. The contract does not include descriptions, estimates, and other data in this prospectus, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Bidders are urged to examine the timber sale and make their own estimates. Timber sale Contract 2400-6T 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.

**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 payment units, 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 Finnerty timber sale is located in Forest County, WI approximately 5 miles northwest of Wabeno in T35N, R15E Section 23. There are 162 net acres in this sale. Payment Unit 1 is marked with blue paint and labeled as 'DxSpp' on the Sale Area Map. Unit 1 contains reserve trees and reserve islands. Units 2, 3, 4 & 5 are marked with blue paint and labeled as 'CTM' on the Sale Area Map. Boundary trees are marked with orange paint and may not be cut.

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

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

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

### Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Advertised Rates	Base Rates	Required Deposits	
							Slash Disposal	Road Maintenance
Mixed Hardwood	Sawtimber	CCF	327.00	13.8	\$141.61	\$34.63	\$0.00	\$1.03
Aspen	Pulpwood	CCF	533.00	11.4	\$16.11	\$4.45	\$0.00	\$1.03
Basswood	Pulpwood	CCF	353.00	8	\$1.37	\$1.09	\$0.00	\$1.03
Mixed Conifer	Pulpwood	CCF	47.00	8.2	\$6.70	\$2.31	\$0.00	\$1.03
Mixed Hardwood	Pulpwood	CCF	680.00	8	\$16.09	\$4.45	\$0.00	\$1.03
	<b>TOTAL</b>	CCF	1,940.00				\$0.00	\$1,998.20

Estimated Knutson-Vandenberg deposit for sale area improvement work in a total amount of \$16,720.00 is included in total timber value.

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 05/01 and 03/15. Contract termination date is 06/30/2021. Extensions of this contract may be granted only when the purchaser has met specified conditions.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this timber sale are the same as, or nearly the same as, conditions existing on other timber sale(s) in appeal or litigation, Contracting Officer may delay award or reject all bids. If delay in award is for 30 days or more during Normal Operating Season after bid opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the time award is delayed during Normal Operating Season.

The purchaser must submit a Plan of Operations to the Contracting Officer for approval before operations begin or within 60 days of sale award, whichever is earlier. The plan must show how the purchaser plans to complete the contract by the termination date. In addition to the Plan of Operations, the purchaser must submit an annual Operating Schedule before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual Operating Schedule does not require concurrence of the Forest Service.

**6. PAYMENT.** Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. The Purchaser may transfer purchaser credit into the contract, or provide an acceptable payment guarantee prior to cutting. Payment for required deposits must be a cash payment. The purchaser shall make advance deposits in accordance with provision B(T)4.212 - Advance Deposits.

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

By the midpoint between award date and the termination date, the purchaser shall have paid for, or in lieu thereof, deposited cash in the greater amount of: (1) 50 percent of the total estimated bid premium, or (2) 35 percent of the total estimated sale value at bid date,

exclusive of required deposits, rounded up to the next \$100.

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

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

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

Road Number	Road Name	Traffic Service	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
3044	3044	D	0.76 / 1.22	\$21,746.01	R
3044C	3044C	D	0.88 / 1.42	\$6,620.75	R

\* C = Construction  
R = Reconstruction

Total estimated construction cost allowed in appraisal is \$28,366.76

**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>.

The Forest Contracting Officer has determined that BT6.81 - Product Identification, is not applicable to this contract. This provision will be considered waived at the time of contract award.

The Producer Price Indices (PPI) currently available to be used for National Forest timber sales are the Wood Chips Index, the Softwood Lumber Index and the Hardwood Lumber Index. The PPI shown in Provision AT17 - Market Related Contract Term Addition Producer Price Index for this sale is the wood chips index. This PPI was established to reflect expected marketing of 50% or more of the species/products on this sale. You may request a different PPI. We must receive a written request justifying why the change is warranted. The change request will be considered and forwarded to the Forest Supervisor for approval. If agreed upon, it will become a part of the executed contract. The PPI cannot be changed once the contract has been executed.

Purchaser's off road equipment (processors skidders, dozers) must be cleaned by the Purchaser and inspected for invasive weeds by the Forest Service prior to operations in the Sale Area. At this time, invasive weeds are present in the cleared corridor of Roberts Lake Rd. Equipment cleaning will be required upon initial entry and subsequent re-entries.

Temporary Road Closure: In order to close temporary roads as required, Purchaser shall, at locations designated by the Sale Administrator, construct a mound. Mounds shall be at least four feet in height and shall be made with dirt mixed with rocks, stumps, logs, root-wads, or slash and shall be constructed without creating a defined trench.

Approaches To Surfaced Roads: Purchaser shall apply and maintain 6 inches of pit run gravel on all Temporary Road approaches to surfaced roads for a distance of 100 feet back from the surfaced road.

Unless otherwise agreed, use of Forest Service roads shall be only during surface firm or frozen conditions and no hauling shall be allowed between March 15 and April 30.

Within a strip 10 feet in width, measured from the boundary line along other ownership, all slash resulting from Purchaser's operations shall be removed.

Payment unit boundaries are either marked with orange paint at DBH and below stump height or follow roads. Where boundaries have been marked with paint, the boundary trees are not to be cut.

Operations in payment units 4 and 5 will be limited to frozen ground only conditions for the protection of rare plants.

In payment units 1, 2 and 3, operations shall be restricted to surface firm or frozen conditions as determined by the Forest Service. Purchaser's operations in all Payment Units are restricted to when soils are capable of adequately supporting equipment operations. Evidence of rutting (defined as 8 inches or more in depth and 10 feet or more in length), compaction, or erosion will be determining factors for not permitting or halting operations. Operations occurring during non frozen conditions will require that no equipment be operated within 15 feet of any woodland pond or wetland.

In addition to specified road work, this timber sale contract contains road maintenance requirements. Please see attachments for a description of specified road work and road maintenance requirements.

There are a number of old logging roads in the contract area not shown on the contract area map. These may be used as Temporary Roads or skid trails, but will require closure (berms) after use.

Payment Unit No.	Approx. Acres	Quantity of Species and Products to be Escalated under AT4a	Total Tentative Payment \$	Quantity of Species and Products to be Paid for at Flat Rates under AT4b	Total Flat Rate Payment \$	Required Deposits for Slash Disposal \$
1	31			Mixed Hardwood Sawtimber 86.00 CCF Aspen Pulpwood 370.00 CCF Basswood Pulpwood 110.00 CCF Mixed Conifer Pulpwood 47.00 CCF Mixed Hardwood Pulpwood 184.00 CCF		.00
					<b>Total PU Quantity And Value</b> 797.00 CCF	
2	48			Mixed Hardwood Sawtimber 86.00 CCF Aspen Pulpwood 91.00 CCF Basswood Pulpwood 84.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 150.00 CCF		.00
					<b>Total PU Quantity And Value</b> 411.00 CCF	
3	38			Mixed Hardwood Sawtimber 67.00 CCF Aspen Pulpwood 42.00 CCF Basswood Pulpwood 120.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 167.00 CCF		.00
					<b>Total PU Quantity And Value</b> 396.00 CCF	
4	29			Mixed Hardwood Sawtimber 60.00 CCF Aspen Pulpwood 8.00 CCF Basswood Pulpwood 26.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 108.00 CCF		.00
					<b>Total PU Quantity And Value</b> 202.00 CCF	
5	15			Mixed Hardwood Sawtimber 26.00 CCF Aspen Pulpwood 3.00 CCF Basswood Pulpwood 12.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 59.00 CCF		.00
					<b>Total PU Quantity And Value</b> 100.00 CCF	
99	1			Mixed Hardwood Sawtimber 2.00 CCF Aspen Pulpwood 19.00 CCF Basswood Pulpwood 1.00 CCF Mixed Conifer Pulpwood 0.00 CCF Mixed Hardwood Pulpwood 12.00 CCF		.00
					<b>Total PU Quantity And Value</b> 34.00 CCF	

Sale Name: Finnerty

CT2.3# - RESERVE TREES (04/2004)

Notwithstanding the designations for cutting under BT2.31, BT2.32, BT2.33, or BT2.34, live or dead **identified** reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such Reserve trees are identified by **orange band at or above DBH and an orange stump mark** and shall be protected in accordance with CT6.32#. Units with reserve trees are shown on the Sale Area Map.

CT2.301# - PROTECTED AREAS (06/2009)

Notwithstanding the designations for cutting under standard provisions BT2.31, BT2.33, BT2.34 and BT2.35, trees within the area to be protected in **Payment Unit(s) 1, 3 & 5** shall be left uncut. Boundary trees along the perimeter of Protected Areas have been identified by **2 or 3 dots of orange paint at or above DBH and one below stump height**. BOUNDARY TREES ARE NOT TO BE CUT. Sale Area Map indicates, with symbol "PA," units within which Protected Areas are identified on the ground and are to be left uncut.

CT2.302# - BOUNDARY TREES (06/2009)

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

CT2.352# - DESIGNATION BY SPECIES AND DIAMETER (04/2004)

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

**See Tree Designation Table.**

Additional trees to be cut, if any, are Marked with **N/A** paint.

All **N/A** shall be left as leave trees, unless marked with **N/A** paint. Leave **N/A** trees of the designated cut species, **N/A** inches stump diameter or greater, to avoid leave tree spacing greater than **N/A** feet. Cutting unit boundaries and other trees that shall be left uncut are marked with **orange** paint.

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

Purchaser and Forest Service shall agree to skid trail location under BT6.422. Skid trails shall be no greater than **N/A** feet wide with a **N/A** foot spacing. Quantities of trees located in skid trails **are not** Included Timber under AT2.

**Tree Designation Table**

Payment Unit(s)	Designated Species	More Than Stump Diameter (inches)	Less Than Stump Diameter (inches)
<b>1</b>	All	N/A	N/A

CT2.355# - INDIVIDUAL TREES, CUT TREE MARKING (06/2009)

Individual trees to be cut are marked with indicated color above and below stump height in all or parts of the following Payment Unit(s). Areas of cut tree marking are shown on the Sale Area Map with the symbol "CTM."

**Cut Tree Marking Table**

Payment Units	Paint Color
2, 3, 4, 5	BLUE
99 (Roads)	GREEN

CT4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

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).

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding BT4.211 or CT4.211, 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 scheduled 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.

CT4.4 - 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, 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 and road maintenance deposits;
  - (ii) Cooperative work at rates established by specific agreement under BT4.218;
  - (iii) Damages pursuant to BT9.4;
  - (iv) Road use fees;
  - (v) Restoration of downpayment pursuant to BT4.22;
  - (vi) Periodic payments pursuant to BT4.213;
  - (vii) Extension Deposits pursuant to BT4.217; 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 BT9.3. 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.

Sale Name: Finnerty

(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.

CT5.103# - APPROACHES TO SURFACED ROADS (06/2009)

Purchaser shall apply and maintain 6 inches of **coarse aggregate** on all Temporary Road approaches to surfaced roads for a distance of 100 feet back from the surfaced road. Surfaced roads include those with **gravel or asphalt**.

CT5.12# - USE OF ROADS BY PURCHASER (06/1999)

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

Restricted Road List Table

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
All	All FS roads	Beginning of Use	End of Use	R	Use of Forest Service roads shall be only during surface-firm or frozen conditions.

CT5.221# - MATERIAL SOURCES (04/2004)

Sources of local materials are designated on Plans and Sale Area Map. Forest Service assumes responsibility for the quality and quantity of material in designated sources. Purchaser shall determine the equipment and work required to produce the specified product, including the selection of acceptable material that is reasonably available in the source that meets specifications. The designation of source includes the rights of Purchaser to use certain area(s) for plant site, stockpiles, and haul roads. Should the designated source, due to causes beyond the control of Purchaser, contain insufficient acceptable material, Forest Service will provide another source with adjustment in accordance with BT5.253.

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

When Purchaser elects not to use designated sources and the Schedule of Items lists pit development separately, cost allowance will be reduced under BT5.253 when Forest Service determines the work will not be required.

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

Source I **N/A** , Source II **N/A** , and Source III **N/A** .

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

Sale Name: Finnerty

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

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

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

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

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

CT5.31# - 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.**

#### **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.

Sale Name: Finnerty

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 raveling.

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.

### **SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE**

#### **Contract Road Maintenance Requirements Summary**

Termini	Applicable Prehaul Road Maintenance Specifications
---------	--

Sale Name: Finnerty

Road	From	To	Miles	T-8110							
N/A				P							
N/A				P							
3044D	3044C	End of Use	.25	P							

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications								
	From	To		T-8110								
3044	Roberts Lake Rd	3044C	0.76	P								
3044C	3044	End of use	0.88	P								
3044D	3044C	End of Use	.25	P								

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications								
	From	To		T-8110								
3044	Roberts Lake Rd	3044C	0.76	P								
3044C	3044	End of use	0.88	P								
3044D	3044C	End of Use	.25	P								

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

**T-8110 Maintenance Blading/Grading**

DESCRIPTION

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

EQUIPMENT

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

Road Number	Road Termini - From	Road Termini - To	Equipment Description
All	N/A	N/A	Dozer. Other equipment may be used only with prior Forest-Service approval.

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.



Sale Name: Finnerty

CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads. The Required Deposits for Forest Service work in lieu of Purchaser performance are N/A per CCF for recurrent maintenance, and \$1.03 per CCF for deferred maintenance.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

Deposit	Made To	Rate	Unit of Measure
N/A			

CT6.314# - OPERATING REQUIREMENTS (06/2009)

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

Restricted operations/activities:

In Payment Units 1, 2 and 3, operations are limited to surface firm or frozen conditions, as determined by the Forest Service. Purchaser's operations in Payment Units are restricted to when soils are capable of adequately supporting equipment operations. Evidence of rutting (defined as 8 inches or more in depth and 10 feet or more in length), compaction, or erosion will be determining factors for not permitting or halting operations. Operations occurring during non-frozen conditions will require that no equipment be operated within 15 feet of any woodland pond or wetland.

In Payment Units 4 and 5, operations shall be restricted to frozen ground only conditions for the protection of rare plants.

CT6.32# - PROTECTION OF RESERVE TREES (04/2004)

Purchaser's damage or destruction of reserve trees described in CT2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages of **double stumpage** for each **identified** reserve tree and \$ n/a for each n/a reserve tree damaged or destroyed by Purchaser's Operations, in addition to amounts payable under BT3.44 and BT3.45.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

CT6.412 - STUMP MARKS (02/2009)

Trees designated for cutting under BT2.35 have been marked with paint at breast height and below stump height. Trees shall be felled so as to leave paint on stump. When necessary to leave paint on stump, stumps of individually marked trees may exceed maximum heights set forth in AT6.

CT6.42# - SKIDDING AND YARDING REQUIREMENTS (06/2009)

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

The following are applicable across the Sale Area:

Skid trails and decking locations should avoid areas known to be infested with non-native invasive plant species. Skid trails that access open system roads or trails shall be rendered inaccessible to vehicle traffic. This may require scattering of slash and stumps and/or placement of berms. Landings and skid/forwarder trails will also not be located within the road template, including the ditch line of Roberts Lake Rd. Any exceptions to this will require Forest Service approval, and will not be considered without Purchaser first providing Forest Service with written concurrence from the local Township.

Sale Name: Finnerty

**Decking of logs along the inside curves of ATV and snowmobile trails is prohibited.**

CT6.63# - TEMPORARY ROAD CLOSURE (06/2009)

Notwithstanding Standard Provision BT6.63, measures to effectively block temporary roads to normal vehicular traffic shall consist of the following:

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

CT6.7# - SLASH DISPOSAL MEASURES (06/2009)

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 CT6.6#.

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.

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 Purchaser's operations shall be removed.**

CT7.2 - FIRE PRECAUTIONS (06/2009)

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 AT9.

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 BT7.1.

CT8.212 - 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 AT17. 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.

Sale Name: Finnerty

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.

CT8.231# - ADDITIONS OF NET GROWTH (06/2009)

When contract extension is at the request of Purchaser, net growth will be calculated and added to the quantities in AT4c for the elapsed full growing seasons since sale award. This applies to the total estimated quantity in AT4c for all Payment Units except:

- (a) Payment Units for Specified Roads Released for Cutting on which clearing has begun; and
- (b) Two other Payment Units Released for Cutting from which timber removal from Sale Area has begun. In the event there are more than two Payment Units Released for Cutting from which timber removal has begun, the Payment Units excepted from the addition of growth will be the two from which the greatest estimated proportion of quantities has been removed.

Payment for the additional growth in partially cut Payment Units for which growth is applicable shall be made prior to the effective date of Contract Term Extension.

Applicable growing season growth percents by species or species groups and products are:

**Growing Season Table**

Species or Species Groups	Product	Growing Season Growth Percentage	Included Payment Units
Mixed Hardwood	Saw	1.9	All
Mixed Hardwood	Pulp	3.2	All
Basswood	Pulp	3.2	All
Aspen	Pulp	3.9	All
Mixed Conifer	Pulp	3.8	All

Growth will be calculated on the basis of full growing seasons from date of extension. The growing season is considered to be, inclusively, from **May 15th** to **July 31st**.

UC5: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA  
 FOR CUT TREES ONLY  
 CRUISE#: 40210 SALE#: 40210  
 SALENAME: Finnerty  
 RUN DATE & TIME: 5/18/2018 9:34:24 AM

S P E C I E S	TOTAL	***** SAWTIMBER ***** (PROD = 01 UM = 01, 03)						***** NON-SAWTIMBER ***** (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)					
	EST.	EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***	*** NET ***					
U N I T	# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CORDS
01 375	246	64	3616	775	3362	719	3552	2754	3552	2754			31.71
01 746	1683	0	0	0	0	0	0	39760	0	36979			494.06
01 951	1579	196	11737	2592	11117	2459	10584	11130	10584	10993			139.12
01 316	163	0	0	0	0	0	0	845	0	845			6.94
01 012	568	0	0	0	0	0	0	4763	0	4739			53.45
01 541	234	168	17290	3443	15603	3103	7557	2767	7557	2767			38.13
01 318	1252	258	12062	2571	11062	2358	16046	11230	16046	10940			143.84
01 543	221	0	0	0	0	0	0	821	0	821			11.12
01 701	157	0	0	0	0	0	0	282	0	276			0.00
UNIT 01 TOTAL	6103	686	44704	9381	41144	8639	37739	74352	37739	71115			918.38
02 375	54	14	754	159	734	155	575	648	575	638			8.16
02 746	283	0	0	0	0	0	0	9211	0	8922			118.62
02 951	741	211	21551	4293	19155	3825	12274	8214	12274	8354 R			106.83
02 316	81	0	0	0	0	0	0	602	0	602 R			6.08
02 541	72	64	8759	1685	7953	1532	3818	1143	3818	1162 R			15.54
02 318	1164	179	15360	3129	14219	2900	12698	12289	12696	12223 R			151.78
02 543	7	7	713	162	699	159	222	48	222	48 R			0.69
02 701	81	0	0	0	0	0	0	322	0	322 R			4.05
02 741	19	0	0	0	0	0	0	209	0	209 R			1.86
UNIT 02 TOTAL	2503	475	47137	9429	42759	8571	29586	32687	29584	32480 R			413.61
03 375	53	11	601	127	585	124	458	639	458	628 R			8.00
03 746	244	0	0	0	0	0	0	3827	0	3797 R			50.60
03 951	1091	167	16794	3356	14981	2999	9708	11907	9708	11985 R			151.53
03 316	85	0	0	0	0	0	0	628	0	628 R			6.34
03 541	65	50	6682	1293	6078	1177	2984	1173	2984	1176 R			15.85
03 318	1226	141	11847	2428	10973	2252	9935	13994	9934	13897 R			173.13
03 543	6	6	568	129	557	126	177	38	177	38 R			0.55
03 701	85	0	0	0	0	0	0	336	0	336 R			4.23
03 741	40	0	0	0	0	0	0	448	0	448 R			3.98
UNIT 03 TOTAL	2894	375	36492	7334	33174	6678	23261	32990	23260	32935 R			414.22
04 375	38	8	451	95	439	93	344	452	344	445 R			5.67
04 746	37	0	0	0	0	0	0	776	0	760 R			10.13

FOR CUT TREES ONLY

CRUISE#: 40210 SALE#: 40210

SALENAME: Finnerty

RUN DATE & TIME: 5/18/2018 9:34:24 AM

VERSION: 12.07.2017

VOLUME LIBRARY VERSION: 07.12.2017

S P E C I E S	TOTAL		***** SAWTIMBER *****				***** NON-SAWTIMBER *****				
			(PROD = 01 UM = 01, 03)				(PROD NOT = 01 UM = 01, 02, 03)				
	EST.	EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***		*** NET ***		
U N I T	# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CORDS
01 375	246	64	3616	775	3362	719	3552	2754	3552	2754	31.71
01 746	1683	0	0	0	0	0	0	39760	0	36979	494.06
01 951	1579	196	11737	2592	11117	2459	10584	11130	10584	10993	139.12
01 316	163	0	0	0	0	0	0	845	0	845	6.94
01 012	568	0	0	0	0	0	0	4763	0	4739	53.45
01 541	234	168	17290	3443	15603	3103	7557	2767	7557	2767	38.13
01 318	1252	258	12062	2571	11062	2358	16046	11230	16046	10940	143.84
01 543	221	0	0	0	0	0	0	821	0	821	11.12
01 701	157	0	0	0	0	0	0	282	0	276	0.00
UNIT 01 TOTAL	6103	686	44704	9381	41144	8639	37739	74352	37739	71115	918.38
02 375	54	14	754	159	734	155	575	648	575	638	8.16
02 746	283	0	0	0	0	0	0	9211	0	8922	118.62
02 951	741	211	21551	4293	19155	3825	12274	8214	12274	8354 R	106.83
02 316	81	0	0	0	0	0	0	602	0	602 R	6.08
02 541	72	64	8759	1685	7953	1532	3818	1143	3818	1162 R	15.54
02 318	1164	179	15360	3129	14219	2900	12698	12289	12696	12223 R	151.78
02 543	7	7	713	162	699	159	222	48	222	48 R	0.69
02 701	81	0	0	0	0	0	0	322	0	322 R	4.05
02 741	19	0	0	0	0	0	0	209	0	209 R	1.86
UNIT 02 TOTAL	2503	475	47137	9429	42759	8571	29586	32687	29584	32480 R	413.61
03 375	53	11	601	127	585	124	458	639	458	628 R	8.00
03 746	244	0	0	0	0	0	0	3827	0	3797 R	50.60
03 951	1091	167	16794	3356	14981	2999	9708	11907	9708	11985 R	151.53
03 316	85	0	0	0	0	0	0	628	0	628 R	6.34
03 541	65	50	6682	1293	6078	1177	2984	1173	2984	1176 R	15.85
03 318	1226	141	11847	2428	10973	2252	9935	13994	9934	13897 R	173.13
03 543	6	6	568	129	557	126	177	38	177	38 R	0.55
03 701	85	0	0	0	0	0	0	336	0	336 R	4.23
03 741	40	0	0	0	0	0	0	448	0	448 R	3.98
UNIT 03 TOTAL	2894	375	36492	7334	33174	6678	23261	32990	23260	32935 R	414.22
04 375	38	8	451	95	439	93	344	452	344	445 R	5.67
04 746	37	0	0	0	0	0	0	776	0	760 R	10.13

UC5: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA  
 FOR CUT TREES ONLY  
 CRUISE#: 40210 SALE#: 40210  
 SALENAME: Finnerty  
 RUN DATE & TIME: 5/18/2018 9:34:24 AM

S P E C I E S	TOTAL	***** SAWTIMBER ***** (PROD = 01 UM = 01, 03)						***** NON-SAWTIMBER ***** (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)					
	EST.	EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS ***	*** NET ***					
	# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CORDS
04 951	170	134	15102	2957	13279	2613	7868	2422	7868	2555	R	34.07	
04 316	59	0	0	0	0	0	0	438	0	438	R	4.43	
04 541	51	45	6929	1297	6201	1163	2688	814	2688	843	R	11.85	
04 318	835	116	11386	2245	10454	2065	8702	8846	8700	8802	R	109.17	
04 543	4	4	426	97	418	95	133	29	133	29	R	0.41	
04 701	59	0	0	0	0	0	0	235	0	235	R	2.95	
04 741	5	0	0	0	0	0	0	57	0	57	R	0.51	
<b>UNIT 04 TOTAL</b>	<b>1257</b>	<b>307</b>	<b>34294</b>	<b>6691</b>	<b>30791</b>	<b>6029</b>	<b>19734</b>	<b>14070</b>	<b>19732</b>	<b>14163</b>	<b>R</b>	<b>179.20</b>	
05 375	19	3	179	38	174	37	136	232	136	228	R	2.89	
05 746	15	0	0	0	0	0	0	272	0	269	R	3.58	
05 951	92	55	6494	1262	5688	1112	3242	1166	3242	1226	R	16.29	
05 316	32	0	0	0	0	0	0	238	0	238	R	2.40	
05 541	24	19	3133	580	2787	517	1161	414	1161	428	R	6.14	
05 318	449	48	5015	975	4587	894	3704	4944	3703	4915	R	61.03	
05 543	2	2	169	38	166	38	53	11	53	11	R	0.16	
05 701	32	0	0	0	0	0	0	127	0	127	R	1.60	
05 741	2	0	0	0	0	0	0	24	0	24	R	0.22	
<b>UNIT 05 TOTAL</b>	<b>666</b>	<b>127</b>	<b>14990</b>	<b>2894</b>	<b>13402</b>	<b>2597</b>	<b>8296</b>	<b>7429</b>	<b>8295</b>	<b>7466</b>	<b>R</b>	<b>94.30</b>	
99 375	5	0	22	5	22	5	17	57	17	56	R	0.70	
99 746	114	0	0	0	0	0	0	1667	0	1659	R	22.13	
99 951	6	6	544	110	488	99	338	81	338	85	R	1.11	
99 316	9	0	0	0	0	0	0	64	0	64	R	0.64	
99 012	8	0	0	0	0	0	0	10	0	10	R	0.00	
99 541	2	2	190	38	176	35	95	38	95	38	R	0.49	
99 318	106	5	363	77	340	72	328	973	328	967	R	11.85	
99 543	0	0	21	5	21	5	7	1	7	1	R	0.02	
99 701	9	0	0	0	0	0	0	34	0	34	R	0.43	
99 741	20	0	0	0	0	0	0	220	0	220	R	1.95	
<b>UNIT 99 TOTAL</b>	<b>278</b>	<b>13</b>	<b>1139</b>	<b>234</b>	<b>1045</b>	<b>215</b>	<b>785</b>	<b>3145</b>	<b>785</b>	<b>3133</b>	<b>R</b>	<b>39.33</b>	

S U B T O T A L S		*****SAWTIMBER*****					*****NON-SAWTIMBER*****				
SPECIES	TOT EST	EST	** GROSS VOLUME **		** NET VOLUME **		GROSS	GROSS	NET	NET	CORDS
	# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	
375	416	101	5624	1199	5314	1132	5081	4783	5081	4750	57.14
746	2377	0	0	0	0	0	0	55514	0	52385	699.12
951	3678	768	72220	14570	64708	13106	44014	34920	44014	35198	448.95
316	429	0	0	0	0	0	0	2815	0	2815	26.84
012	576	0	0	0	0	0	0	4773	0	4749	53.45
541	448	348	42982	8337	38797	7527	18303	6350	18303	6413	87.99
318	5031	747	56033	11426	51636	10541	51412	52277	51407	51744	650.79
543	239	18	1897	431	1861	422	590	948	590	948	12.97
701	422	0	0	0	0	0	0	1336	0	1331	13.27
741	85	0	0	0	0	0	0	959	0	959	8.52

UC5: VOLUME BY SPECIES WITHIN CUTTING UNIT ACROSS ALL STRATA  
 FOR CUT TREES ONLY  
 CRUISE#: 40210 SALE#: 40210  
 SALENAME: Finnerty  
 RUN DATE & TIME: 5/18/2018 9:34:24 AM

VERSION: 12.07.2017  
 VOLUME LIBRARY VERSION: 07.12.2017

S P E C I E S	TOTAL	***** SAWTIMBER ***** (PROD = 01 UM = 01, 03)				***** NON-SAWTIMBER ***** (PROD NOT = 01 UM = 01, 02, 03) (AND ALL SECONDARY & RECOVERED PRODUCT VOLUMES)					
	EST.	EST.	** GROSS VOLUME **		** NET VOLUME **		*** GROSS	***	*** NET	***	
U N I T S	# OF TREES	# OF TREES	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	BDFT	CUFT	CORDS
OVERALL TOTALS--	13701	1983	178757	35963	162316	32729	119400	164674	119394	161292 R	2059.04

\* FOR TREE-BASED SAMPLES, THE CUTTING UNIT VOLUME IS BASED ON THE # OF TREES TALLIED OR THE SUM OF KPIS THAT FALL WITHIN THE CUTTING UNIT. FOR AREA-BASED SAMPLES, THE CUTTING UNIT VOLUME IS BASED ON AN AVERAGE VOLUME PER ACRE AT THE STRATA LEVEL TIMES THE NUMBER OF ACRES IN THE CUTTING UNIT.  
 \*R = RECOVERED VOLUME ADDED TO NET SECONDARY VOLUME.  
 \*FOR CRUISE METHOD 3P ONLY, THE COLUMN Est. # of Trees for sawtimber WILL SHOW ZERO INSTEAD OF ACTUAL TALLY.

<b>BID FOR ADVERTISED TIMBER</b>			
(Reference FSM 2430, FSH 2409.18, Chapter 50)			
1. Sale Number: 40210	2. Date and Time of Bid Opening: 07/10/2018 02:00 PM	3. Opened By:	4. In the Presence of:
5. Sale Name: Finnerty			8. Type of Bid:
6. National Forest: Chequamegon/Nicolet		7. Ranger District: Lakewood/Laona	
		a. <input checked="" type="checkbox"/> Sealed Bid	
		b. <input type="checkbox"/> Confirmation of Oral Bid	
9. To: (Title and address of Sale Officer receiving bids)		10. Name of Newspaper:	11. Date Published:
District Ranger's Office Sale Officer 4978 Hwy 8 West Laona, WI 54541		The Northwoods River News	05/29/2018
		12. City:	13. State:
		Rhineland WI 54501	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, 15a, 19, 20, 27; and instruction 13 in all sales. Strike out spaces for entries in one or more columns h, or i, if not applicable to the sale.

**\*\*\*\*\*In Response to the Notice of Sale published in the newspaper specified above, and subject to the conditions attached hereto, the following bid is submitted and shall constitute a Firm Offer.\*\*\*\*\***

14. Bid Information:				Rates Per Unit of Measure				
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Bid Rate (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Mixed Hardwood	Sawtimber	CCF	327.00	\$34.63	\$141.61		\$0.00	N/A
Aspen	Pulpwood	CCF	533.00	\$4.45	\$16.11		\$0.00	N/A
Basswood	Pulpwood	CCF	353.00	\$1.09	\$1.37		\$0.00	N/A
Mixed Conifer	Pulpwood	CCF	47.00	\$2.31	\$6.70		\$0.00	N/A
Mixed Hardwood	Pulpwood	CCF	680.00	\$4.45	\$16.09		\$0.00	N/A

**15. BID GUARANTEE:**

a. The minimum guarantee which must accompany this bid is \$6,700.00.

b. The form of guarantee accompanying this bid is a(n) \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ (See Instruction 6 for acceptable forms of payment.)



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

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

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

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

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

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

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

- a. That the Bidder [ ] has, [ ] has not participated in a previous contract subject to the provision of section 202 of Executive Order 11246 (Non-discrimination in Employment) of 9/24/65, as amended; and that the Bidder [ ] has, [ ] has not submitted required compliance reports under such previous contracts.
- b. That the Bidder together with its affiliates employs the following number of persons and is classified as:  
[ ] 1-25 [ ] 26-500 [ ] Over 500 **and** a: [ ] Manufacturer [ ] Nonmanufacturer of sawtimber

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

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

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any potential competitor;
- (2) The prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of bid, directly or indirectly to any other Bidder or to any potential competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

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

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

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

**18. ROAD CONSTRUCTION OPTION:**

Not applicable.

**19. CONTRACT, DOWNPAYMENT, AND BOND:** The Bidder whose bid is accepted will, within 30 days of the award letter's date, or any written extension thereof by the Forest Service, execute a timber sale contract which shall be provided by the Forest Service and be based on the sample contract referenced in the prospectus. Simultaneously, Bidder shall submit a downpayment and furnish a satisfactory performance bond, in accordance with the provisions of such timber sale contract, in the penal sum as prescribed in the prospectus for this sale, and otherwise complete the process described on this form and pages attached hereto. Simple interest shall be assessed at then Current Value of Funds Rate for a late downpayment. Bidder agrees that its failure to comply with this paragraph shall result in a termination of this contract for breach under provisions of instruction 9 of the Instructions to Bidders portion of this form.

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

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

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

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

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

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

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

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

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

**24. CERTIFICATION OF COMPLIANCE WITH EXPORT AND SUBSTITUTION RESTRICTIONS:** The Bidder certifies, by signing this bid form, that the Bidder is in compliance with applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*). In Alaska, exports of logs, cordwood or primary products derived from included timber may not be transported from Alaska without Regional Forester approval (See instruction 15).

**25. SMALL BUSINESS SET-ASIDE SALE:**

Not applicable.

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

Not applicable.

**27. CERTIFICATION OF NON-AFFILIATION:**

Not applicable.

<b>28. CERTIFICATION OF AFFILIATION:</b> 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.	
<b>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.</b>		
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 into each block of the 'Bid Rate' column (block 14g) for all material subject to bidding and all fill-in blanks completed. The bid rates in column 14g for each species must be equal to or greater than the advertised rate for each species in column 14f. If erasures or other changes appear on the forms, the person signing the 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.

**BIDDER BOND INFORMATION**

**Region: 09**                      **Forest: Chequamegon Nicolet**                      **District: \_\_\_\_\_**

**Sale Name: \_\_\_\_\_**                      **Bid Date: \_\_\_\_\_**

**Bidder Name: \_\_\_\_\_**

I request my cash equivalent bid guarantee be applied towards my Down Payment deposit requirement.  
Yes \_\_\_\_\_                      No \_\_\_\_\_

For the Performance Guarantee coverage, I plan to use (check one):

- Unknown
- Cash
- Letter of Credit
- Corporate Surety  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_
- Assignment of Savings
- Assignment of Certificate of Deposit
- Negotiable Securities

For the Payment Guarantee coverage (check one):

- I will not use Payment guarantee coverage, I will be making advance cash deposits, as needed.
- Unknown
- Payment Bond (applicable to this sale only)  
In the amount of \$ \_\_\_\_\_
- Blanket Payment Bond
  - Add this sale to existing Blanket Payment Bond  
Bond No. \_\_\_\_\_
  - I will be executing a new Blanket Bond.

My payment guarantee coverage will be secured by the following: (check one):

- Unknown
- Letter of Credit
- Corporate Surety  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_
- Assignment of Savings
- Assignment of Certificate of Deposit
- Negotiable Securities

**AD-3030** **U.S. DEPARTMENT OF AGRICULTURE**

**REPRESENTATIONS REGARDING FELONY CONVICTION  
 AND TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS**

**Note:** You only need to complete this form if you are a corporation. A corporation includes, but is not limited to, any entity that has filed articles of incorporation in one of the 50 States, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, or the U.S. Virgin Islands. Corporations include both for profit and non-profit entities.

*The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552(a), as amended). The authority for requesting the following information for U.S. Department of Agriculture (USDA) Agencies and staff offices is in §745 and 746 of the Consolidated Appropriations Act, 2016, Pub. L. 114-113, as amended and/or subsequently enacted. The information will be used to confirm applicant status concerning entity conviction of a felony criminal violation, and/or unpaid Federal tax liability status.*

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

1. APPLICANT'S NAME	2. APPLICANT'S ADDRESS (Including Zip Code)	3. TAX ID NO. (Last 4 digits)
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- 4A. Has the Applicant been convicted of a felony criminal violation under any Federal law in the 24 months preceding the date of application?     YES     NO
- 4B. Does the Applicant have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability?     YES     NO

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

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

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