

<b>BID FOR INTEGRATED RESOURCE CONTRACT</b>								
1. Contract Number:		2. Date and Time for Receipt of Bids:			3. Opened By:		4. In the Presence of:	
5. Contract Name:								
6. National Forest:				7. Ranger District:			8. Type of Bid: Best Value	
9. To: (Title and address of Contracting Officer receiving bids)				10. Name of Newspaper:			11. Date Published:	
				12. City:			13. State:	
<b>INSTRUCTIONS TO CONTRACTING OFFICER:</b> Complete applicable blanks before sending to prospective Bidders. Attach copy of contract solicitation. Entries are required in blocks 1; 2; 5; 6; 7; 9; 10; 11; 12; 13; 14a, b, c, d, e, f, h, & i; 15a, b, c, & d; 19; and 24; and instructions 2, 5, and 10 for all contracts. Entries are required in block 14g for species with a fixed rate. Strike out spaces for entries in one or more of columns 14e, h, or i, if not applicable to the contract.								
<b>*****In Response to the Notice of Integrated Resource Contract published in the newspaper specified above, and subject to the conditions attached hereto, the following bid is submitted and shall constitute a Firm Bid:*****</b>								
<b>14. Timber Bid Information:</b>				<b>Rates Per Unit of Measure</b>				
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)
<b>Mandatory Timber Cutting Units:</b>								
<b>Only the Fixed Rate Applies.</b>						<b>Fixed Rate</b>		
<b>Optional Timber Cutting Units (Bidding Optional):</b>								
<b>Only the Fixed Rate Applies.</b>						<b>Fixed Rate</b>		
<b>15. Stewardship Project Bid Information</b>								
Project Number (a)	Project Description (b)	Unit of Measure (c)	Estimated Quantity (d)	Rate per Unit (e)	Total Bid (d) x (e) (f)			
<b>Mandatory Stewardship Projects - Bidder must complete columns (e) and (f):</b>								
<b>Optional Stewardship Projects (Bidding Mandatory) - Bidder must complete columns (e) and (f):</b>								

**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 this contract.
- 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 this contract 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 contractor responsibility.
- d. That if awarded this contract that Bidder will complete the contract to its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber or forest products and complete stewardship projects by the termination date.

**16a. 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 voluntary excluded from contracts (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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the 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 contract.

Bidders that cannot certify this block, in whole or in part, shall submit an explanation with their bid. (See instruction 14.)

**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

**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 contract:
  - (i) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, as to any matter relating to such prices with any other Bidder or with any potential competitor;
  - (ii) 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
  - (iii) 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:
  - (i) 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 paragraphs a(i) through a(iii); or
  - (ii) 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 paragraphs a(i) through a(iii), and as their agent does hereby so certify; and that the Signer has not participated, and will not participate, in any action contrary to paragraphs a(i) through a(iii).
- c. A bid will not be considered for award where any portion of paragraph a or b has been deleted or modified. Where these provisions have been deleted or modified, the 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:** [ ] Check box if Bidder is a small business and wishes to have Forest Service construct all specified roads. You may not change an election once made. Failure to mark box constitutes agreement to build roads. Election may not be changed subsequent to time set for opening bids. (See also instructions 10, 11, and 12.)

**19. CONTRACT, AND BOND:** The Bidder whose bid is accepted will, within \_\_\_\_\_ days of the award letter's date, or any written extension thereof by the Forest Service, execute a stewardship contract which shall be provided by the Forest Service and be based on the sample contract referenced in the prospectus. Simultaneously, Bidder shall furnish a satisfactory performance bond, in accordance with the provisions of such stewardship contract, in the penal sum as prescribed in the prospectus for this contract, and otherwise complete the process described on this form and pages attached hereto. Bidder agrees that its failure to comply with this paragraph shall result in a termination of this contract for breach under provisions of instruction 6 of the Instructions to Bidders portion of this form.

**20. FIRM OFFER:** Subject to the penalties prescribed in 18 USC 1001, the Bidder hereby agrees not to withdraw this bid after the time for receipt of bids. Signing this bid form binds the Bidder to accept award under the terms of the sample contract, this bid form, and any accepted terms from Bidder's proposal, if its bid is accepted within 90 days after time for receipt of bids. 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 bid shall remain open through the period stated in the prospectus although that period may exceed 90 days.

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Bidders shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). Bidders may submit modifications to their proposals at any time before the time for receipt of bids.

**21. TERMS OF 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 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), the sample contract, and any accepted terms from Bidder's proposal constitute the entire agreement of the parties until a written contract is executed and neither the bid form (and any attachments), the Bidder's proposal, nor the sample contract can be orally modified. The Bidder expressly adopts the terms of this bid form, the Bidder's proposal, and the sample contract as material parts of the Bidder's offer.

**22. DISCLAIMER OF ESTIMATES AND BIDDER'S WARRANTY OF INSPECTION:** Before submitting this bid, the Bidder is advised and cautioned to inspect the contract area, review the requirements of the sample contract, and take other steps as may be reasonably necessary to ascertain the location, estimated quantities, construction requirements and estimates, and operating costs of the offered timber or forest products and stewardship projects. Failure to do so will not relieve the 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 products offered for sale and operating costs of stewardship projects to be performed and is based solely on its opinion of the value thereof and its costs of recovery, without any reliance on Forest Service estimates. Bidder further acknowledges that the Forest Service: (a) expressly disclaims any warranty of fitness of timber or forest products for any purpose; (b) offers this timber or forest products, as is, without any warranty of quality (merchantability) or quantity, and (c) expressly disclaims any warranty as to the quantity or quality of timber or forest products sold, except as may be expressly warranted in the sample contract.

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

**23. CERTIFICATION OF COMPLIANCE WITH EXPORT AND SUBSTITUTION RESTRICTIONS:** The 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 12.)

**24. CERTIFICATION OF NON-AFFILIATION:** The timber included in this contract is timber remaining from an uncompleted contract. Title 36, Code of Federal Regulations, part 223.86, states: "Except as otherwise provided in this section, no bid will be considered in the reoffer of timber remaining from any uncompleted contract from any person, or from an affiliate of such person, who failed to complete the original contract: (1) because of termination for contractor's breach; or (2) through failure to cut designated timber on portions of the contract area by the termination date. . . . Where a third-party agreement has been approved in accordance with §223.114; the original contractor shall not be affected by this section unless such contractor is an affiliate of the third party. As used in this section, 'person' includes any individual, corporation, company, association, firm, partnership, society, joint stock company, or other business entity or the successor in interest of any of the foregoing business entities. A person is an 'affiliate' when either directly or indirectly: (1) a person controls or has the power to control the other, or (2) a third person or persons control or have the power to control both."

The contractor or approved third-party of the original contract for this timber was \_\_\_\_\_ of \_\_\_\_\_.

The Bidder certifies, by signing this bid form, that it is not the contractor or approved third-party who failed to complete the original contract, and that Bidder is not an affiliate of this person.

**25. CERTIFICATION OF AFFILIATION:** The Bidder certifies that a complete listing of Bidder's affiliates who are primarily engaged in the logging of forest products is included with this bid. (Add additional pages if needed. See instructions 6 and 11.):

Full Name of All Partners & Affiliates (Type or Print)	Tax Identification Number

**Before signing this bid, review the attached Instructions to Bidders and fill in the applicable blanks in boxes 14g, 15e, 15f, 16b, 18, and 25.**

Name of Bidder: (Type or Print)	By: (Signature in Ink)	
Tax Identification No.	Title: (Type or Print)	Date:
Business Address (Include Zip Code) (Type or Print)		

Public reporting burden for this collection is estimated to be 34.4 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Under the Paperwork Reduction Act of 1995, an agency shall not conduct or sponsor, and no persons are required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection of information is 0596-0066.

**INSTRUCTIONS TO BIDDERS**

**1. BIDDER'S QUALIFICATIONS:** Before a bid is considered for award, the Bidder may be required to submit a technical and price proposal, as described in instruction 2 and comply with all other provisions stated herein. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what it is the Bidder will do to satisfy the requirements of the contract. Upon contract award, this technical proposal will become a binding part of this contract.

**2. PREPARATION OF 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 blocks 15e and 15f for the cost stewardship projects and all fill-in blocks, 16b, 18, and 25, completed. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

**Proposal Requirements.** Proposals shall be submitted in two parts: a technical proposal and a price proposal.

a. **Technical Proposal Instructions.** The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use phrases such as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be further considered. Technical proposals will be evaluated and ranked on the basis of the following criteria. As a minimum, the proposal must clearly provide the following:

(i) **Technical Approach**

I. Describe your plan of operations for both timber harvest and stewardship project work. Include a timeline and the rationale for the work activities identified to ensure all contractual requirements will be completed by the termination date.

II. Describe your quality control plan for both the harvesting and stewardship projects.

III. Provide names and résumés for your contract manager and your on-the-ground supervisor(s).

IV. Describe the equipment you propose to use to accomplish this contract, including both harvest and stewardship projects.

V. Define your production capability to accomplish this contract within the contract period.

(ii) **Capability and Past Performance**

I. Provide a list of the experience of your key personnel who will actually be working on this contract.

II. Identify all subcontractors you propose to use for this contract and the work activities planned for subcontracting. Describe subcontractor's past performance using the criteria identified in (ii)III. If any subcontractors are certified in their area of expertise, provide information as to when, what, and by whom they are certified.

III. Submit a list of similar or related contracts that your firm has completed in the past 3 years. This listing must include the contract type; contract amount or contract size; location, the year completed, the Agency, company, or individual contracted with, and a current telephone number.

(iii) **Utilization of Local Work Force.** Local labor is defined as \_\_\_\_\_. Identify how you intend to utilize labor, subcontractors, and other workforce from the local area. Additional evaluation preference will be given for the use of labor or subcontractors located closest to the contract area.

b. **Price Proposal.** All Bidders must furnish bid prices in each block of the "Bid Rate" column (block 14g) for all material subject to bidding in the mandatory timber cutting units. If bid prices are entered for the optional timber cutting units, Bidders must furnish bid prices in each block of the "Bid Rate" column (block 14g) for all material subject to bidding, and timber removal will be required. In addition, Bidders must enter a rate per unit in Block 15e and a total bid in Block 15f for the mandatory and optional stewardship projects.

**3. SUBMISSION OF BIDS:** Bids must be submitted to the Contracting Officer, designated by the solicitation as the receiving officer, at or prior to the time for receipt of bids. 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 "Best Value Bid," and (b) the contract name or number, and the date and time of bid closing, as shown by the bid form. Bids received after the time specified on the bid form are late bids. Forest Service Handbook 2409.18, Chapter 60 will govern acceptance of such bids.

**4. OPENING OF BIDS:** The competitive proposal does not allow for public opening of bids. The Government may disclose the following information in post-award debriefings to other Bidders: (a) the overall evaluated price and technical rating of the successful Bidder; (b) the overall ranking of all Bidders, when any ranking was developed by the Agency during source selection, (c) a summary of the rationale for award, and (d) for acquisitions of commercial items, the make and model of the item to be delivered by the successful Bidder.

**5. EVALUATION AND AWARD OF CONTRACT:** The evaluation factors for this contract and their relative importance are listed below in descending order of priority. All sub-factors within a factor are equal in weight.

<u>Factor</u>	<u>Approximate Weight</u>
A. Price	xx%
B. Technical Approach	xx%
1. Plan of Operations	
2. Quality Control	
3. Contract Manager and On-the-Ground Supervisor(s)	
4. Equipment	
5. Production Capability	
C. Capability and Past Performance	xx%
1. Key Personnel	
2. Subcontractors	
3. Past Contracts	
D. Utilization of Local Work Force	xx%
E. _____ (other)	xx%

One award will be made to the Bidder (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors (B-D), when combined, are of equal importance with

price (A). The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it.

Proposals must be submitted initially on the most favorable terms from a technical and price standpoint which the Bidder can submit to the Government. Therefore, the Government reserves the right to award without discussions with the Bidders. However, after receipt of initial bids, written or oral discussions may be conducted with all responsible Bidders whose bids are determined to be in the competitive range. Discussions conducted after receipt of a bid do not constitute a rejection or counteroffer by the Government.

Firms lacking a past performance record (new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, and will receive a neutral rating in this criteria. A neutral rating will be established as the average of all other competing Bidders.

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 an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this stewardship contract are the same as, or nearly the same as, conditions existing on other contract(s) in appeal or litigation, Contracting Officer may delay award or reject all 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.

**6. DAMAGES:** Bidder acknowledges that this contract shall be terminated for breach pursuant to blocks 16, 16a, 16b, 19, 20, 23, 24, and/or 25 of this bid form if: (a) the Bidder fails to execute a stewardship contract, or furnish a satisfactory performance bond, within the number of days listed in block 19, of award letter's date; or (b) the Bidder is found to have violated the False Statements Act in making any statement or certification on this bid form, including not meeting contractor 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:

Bidder's failure to execute and return this contract, or to provide the performance bond, within 30 days of the date of Contracting Officer's letter of award constitutes a breach of the contract. Bidder's failure to correct the breach within any additional time set by Contracting Officer constitutes a repudiation and breach of the contract and terminates the contract without further action by Contracting Officer. 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 recontract 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 contract solicitation costs.

Damages will also include interest measured by interest at the Current Value of Funds Rate established by the Secretary of the Treasury. Interest will be calculated from the date of 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.

**7. 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 contracting program and thus is authorized under the National Forest Management Act of 1976, (16 USC 472a). The principle purpose for collecting this information is to allow for proper award of a stewardship contract and to provide for administration of that contract after award. Other routine uses of this data include: (a) compilation of small business data to determine needs for set-aside contracts, (b) determination of volume purchased in any specific time period by a single contractor, and (c) determination of volume under contract by a contractor.

**8. ROAD COMPLETION DATE:** The Bidder hereby acknowledges that the Bidder is aware of the road completion date in the sample contract. The Bidder also acknowledges that if the Bidder elects to have Forest Service construct specified roads, the Bidder is aware: (a) that the Forest Service expects to contract for road construction, (b) that the stewardship contract will not be awarded unless a satisfactory road construction bid is received and a road construction contract is awarded or, if the Forest Service fails to receive such a bid within a maximum period stated in the solicitation of the road contract, the Bidder agrees to perform road construction, (c) that the Forest Service may extend the maximum award delay time by the amount of time needed to confirm either contract or road Bidder's size status or by any time in excess of 40 days from bid opening needed to begin solicitation of construction bids, and (d) that if the Forest Service extends the maximum award delay period because solicitation of the road contract is delayed, the Bidder may withdraw its bid without penalty.

**9. ELECTION OF ROAD OPTION AND CERTIFICATE OF SMALL BUSINESS STATUS:** The National Forest Management Act of 1976 (16 USC 472h(i)) provides that the Secretary of Agriculture may permit bidders qualifying as small business concerns under the Small Business Act to elect, when submitting a bid, to have the Secretary build the specified roads. Bidders qualifying as a small business concern under the Small Business Act, as amended, and the regulations thereunder, may elect to have the Forest Service construct the Specified Roads required by this contract. The Bidder who does not elect agrees, if awarded the contract, to construct the roads in accordance with the contract. A Bidder who does elect acknowledges that Bidder is aware of and agrees to the conditions stated in instruction 8 and that the Bidder is a small business concern.

If you wish to elect Government construction, you must so indicate in block 18 on the bid form that you submit. You may not accept this election at a later time. If you do not elect Government construction on your original bid form and you receive contract award, you must construct needed specified roads. You must elect Government construction for all of the specified roads as a package. Election of Government construction of a portion of the roads constitutes a non-responsive bid. When you elect Government construction, you must certify your firm as a qualified small business concern and acknowledge your understanding that award of the contract cannot take place until the Forest Service ensures road construction.

Except in rare instances, and then only when indicated in the solicitation, the Forest Service must rely upon independent contractors to construct the roads when you request Government construction. The Forest Service shall make a good-faith effort to let a contract for the construction. Without receipt of a satisfactory bid under Federal Procurement Regulations, the Forest Service can only award the stewardship contract to you if you agree to perform the construction. This problem does not arise often, but you should consider the possibility when deciding upon your election.

The Act also requires that when the Bidder elects to have the Secretary build the roads, the price paid for the timber must include all of the estimated construction costs of the roads. The Bidder must pay the total cost of the road, regardless of the amount that the bid value exceeds base rate value. This means that you may be billed at a rate higher than the bid rate.

**10. ELECTION OF ROAD OPTION:** The Roads and Trails Act of 1964 (Public Law 88-657) provides that the Secretary of Agriculture shall not require a contractor to bear costs necessary to meet a higher road standard than is needed for the immediate harvest and removal of timber. The contract requires construction of some or all segments of road number(s) \_\_\_\_\_ to a design standard higher than that needed for this contract. Any bidder may elect at the time of sealed bid submission to have the Forest Service construct this (these) road(s). A Bidder who does elect acknowledges that the Bidder is aware of and agrees to the conditions stated in instruction 8.

If you wish to elect Government construction, you must so indicate in block 18 of the bid form that you submit. You cannot accept this election at a later time. If you do not elect Government construction on your original bid form and you receive the contract award, you must construct the above specified road(s). You must elect Government construction for all of the identified specified road(s) as a package. Election of Government construction of a portion of the road(s) constitutes a non-responsive bid. When you elect Government construction, you must acknowledge your understanding that award of the contract will not take place until the Forest Service ensures road construction.

Except in rare instances, and then only when indicated in the solicitation, the Forest Service must rely upon independent contractors to construct the road(s) when you request Government construction. The Forest Service shall make a good-faith effort to let a contract for the construction. Without receipt of a satisfactory bid under Federal Procurement Regulations, the Forest Service can only award the stewardship contract to you if you agree to perform the construction. This problem does not arise often, but you should consider the possibility when deciding upon your election.

#### **11. DEFINITIONS:**

**Affiliates:** Business concerns or individuals are affiliates of each other if, directly or indirectly, (a) either one controls or has the power to control the other; or (b) a third party controls or has the power to control both.

**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 contract.

**Covered Transactions:** A primary or lower tier covered transaction. A primary covered transaction is any non-procurement transaction between an agency and a person. A lower tier covered transaction is any transaction between a participant and a person other than a procurement contract, unless the procurement contract is greater than \$25,000.

**Participant:** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction. This term also indicates any person who acts on behalf of or is authorized to commit a participant in a covered transaction as an agent or representative of another participant.

**Contract Officer:** An individual delegated responsibility for any specific aspect or task in the bidding or awarding process for contracts.

**Small Business:** In contracts of National Forest timber a small business is a concern that: (a) is primarily engaged in the logging and forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) together with its affiliates does not employ more than 500 persons.

**12. CERTIFICATION OF COMPLIANCE WITH EXPORT RESTRICTIONS:** Certain restrictions on the purchase and export of unprocessed logs cut from National Forest timber apply in various parts of the country. Pursuant to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*), the 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.

**13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS-CONTRACT TRANSACTIONS:** The inability of a person to provide the certifications in block 16a will not necessarily result in denial of participation in this contract (covered transaction). The 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 contract. However, failure of the Bidder to furnish a certification or an explanation shall disqualify such person from participation in this contract.

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

The 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 contract transaction be entered into, it shall not knowingly enter into any subcontractor transaction (lower tier covered transaction) with a person who is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Forest Service's non-procurement Debarment and Suspending Official.

The Bidder further agrees by submitting this bid that it will provide the addendum titled 'Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion,' without modification, to all subcontractors and in all solicitations for subcontractors.

**14. SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Pursuant to 7 CFR 3017.335 each contractor shall require subcontractors to include a certification for it and its principals in any proposal submitted in connection with this contract. Contractors shall keep the certifications on file until the termination date of the contract.

A participant in a contract may rely upon a certification of a prospective subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from the contract, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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 contractor 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, suspended, debarred, ineligible, or voluntarily excluded 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. The instructions and certification follow:

**INSTRUCTIONS FOR:**  
**Subcontractor Certification**  
**Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

1. By signing and submitting this proposal, the prospective subcontractor (lower tier participant) is providing the certification set out below.

2. The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Forest Service, with which this transaction originated, may pursue available remedies, including suspension and/or debarment.

3. The prospective subcontractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Forest Service for assistance in obtaining a copy of those regulations.

5. The subcontractor agrees by submitting this certification that, should the proposed subcontract be entered into, it shall not knowingly enter into any other subcontract with a person who is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Forest Service.

6. The subcontractor further agrees by submitting this certification that it will include this certification titled 'Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion,' without modification, and instructions in all subcontracts and in all solicitations for its subcontracts.

**Subcontractor Certification**  
**Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Contract Name: \_\_\_\_\_

National Forest: \_\_\_\_\_

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature