

STEWARDSHIP PROJECT PROSPECTUS

**WHERE'S WALDE STEWARDSHIP
CLEARWATER NATIONAL FOREST
LOCHSA RANGER DISTRICT**

1. **INTRODUCTION:** This prospectus is to furnish sufficient information, in addition to that contained in the published advertisement, to enable prospective bidders to decide whether further investigation of the project is warranted. Descriptions, estimates and other data in this prospectus are not part of the contract unless otherwise stated. In event the prospectus is in error or contradicts the sample contract, the contract governs. Bidders are urged to examine the project and to make their own estimates. Estimated quantities in the contract are not guaranteed. Project area and sample contract should be inspected before submitting a proposal. The appraisal, other information on the timber, and conditions of the project and bidding may be obtained at Forest Service office named in this prospectus.

BID DATE: August 22, 2008 by 4:30 p.m.

PLACE: Clearwater National Forest 12730 Highway 12 Orofino, ID 83544

PRE-BID MEETING: NA

BIDDING METHOD (2): SEALED (TOTAL CONTRACT VALUE; BEST VALUE)

TERMINATION DATE (5): December 31, 2012

NORMAL OPERATING SEASON (5): June 15 to October 15

ADVERTISED STUMPAGE VALUE: \$504,208.66

LOCATION OF PROJECT(3): Portions of Sections, Portions Sec.36,T34N, R6E; Sec. 1 & 12, T33N, R6E; Sec. 4, 6, 9 7 10, T33N, R7E; and Sec. 29, 30, 31 & 33, T34N, R7E, B.M.; Idaho County, Idaho.

APPROXIMATE HAUL DISTANCE (3):32 miles to Kamiah, Idaho TYPE OF CONTRACT (2): 2400-13; Stewardship Contract Weight Scale

TOTAL VOLUME; sawlog/cedar product/nonsaw
(MBF) (4) 8,828
(TONS) (4): 49,727
(CCF) (4): 15,477

TOTAL ACRES IN CUTTING UNITS (3): 445

TOTAL NUMBER OF CUTTING UNITS (3): 28

SBA SET ASIDE SALE? (2,12,13): No
500 employees or Less)

SSTS SET ASIDE SALE? (2,12,13): No
(25 employees or less)

URGENT REMOVAL SALE? (21) No
(CTA may apply to other sales)

CONTAINS TIMBER FROM UNCOMPLETED CONTRACT? (2): No

INCREASE IN APPRAISED VALUE TO REACH
BASE RATES (4): \$ N/A

SPECIFIED ROAD CONSTRUCTION COST ALLOWANCE(8):
\$33,232.46

TEMPORARY ROAD ALLOWANCES: \$44,247

ROAD COMPLETION DATE: NA

NUMBER OF DAYS ALLOWED TO AWARD CONTRACT
FOR OPTED ROADS (8): N/A

CONTRIBUTED FUNDS TO PARTIALLY OFFSET
APPRAISED DEFICIT: (8) \$ N/A

SUPPLEMENTAL ROAD CONSTRUCTION FUNDS (8): \$ -0-

CONTRACTOR SHARE OF HIGHER STANDARD ROAD (8) \$ N/A

PUBLIC WORKS ESTIMATED CONSTRUCTION COST (8): \$N/A

BID GUARANTEE: \$ N/A

DOWNPAYMENT: N/A

OFFERING. This is a Sealed Bid Stewardship Contract. Offerors must submit sealed offers on prepared forms they can obtain from Forest Service offices listed above and in the advertisement. The forms include instructions for offering and submission of the required certifications and technical proposals. The term "offer form" in this prospectus is the Bid for Integrated Resource Contract form. Also, the term "offeror" in this prospectus is identified as "offeror" in the Bid for Integrated Resource Contract form. **THE OFFERS WILL NOT BE PUBLICLY OPENED.**

The offeror is required to submit a technical and price proposal and comply with all other provisions stated on the offer form. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the contract. Upon contract award, this technical proposal will become a binding part of the contract.

Proposals must be submitted to:	Timber Contracting Officer Clearwater National Forest 12730 Highway 12 Orofino, ID 83544
On the lower left corner of transmittal envelope include: BEST VALUE OFFER, Where's Walde Stewardship, August 22, 2008	
Offer forms and additional information may be obtained from:	Forest Supervisors Office, Clearwater National Forest, 12730 Highway 12, Orofino, ID 83544 Attention: Mark Craig (208) 476-4541

2. LOCATION AND DESCRIPTION OF TIMBER. Refer to the sample contract and contract area map attached to the sample contract for legal location of project area, location of payment units, location of cutting units, the acreage of project area, and the cutting unit acreage. THE FOLLOWING GENERAL LOCATION, ROUTES OF ACCESS, ACREAGES, AND OTHER SPECIAL LOCATION DATA DO NOT SUPERSEDE THE CONTRACT AREA MAP OR SAMPLE CONTRACT.

The sale is located in Walde Creek, Mystery Creek, Canyon Creek, and South Fork Canyon Creek drainages. Access to the Sale Area is by the following County and Forest Development Roads: From Kamiah, follow the 100 road for about 16.4 miles to it's junction with the 519 road at Yakus Creek. Turn right (east) up the 519 road and follow it about 1.1 miles to the 514 road. Turn right (east) on the 514 road and follow it up Yakus Creek. Stay on the 514 road and cross Yakus Creek at the junction of the 514 and 454 roads. Follow the 514 road to Fan Saddle which is about 8.8 miles from the junction with the 519 road. At Fan Saddle turn right (south) on the 486 road and travel about 0.5 miles to the contract area at units 108A and 108B. Units 35, 38A-38G, 41, 73A, 73B, 74, 90, 109, 251, 253A-253C, 255, 256 and 296 can also be accessed by starting from this point and heading east to northeast.

To reach the northern most units 64 and 65A-65D, start at Fan Saddle and travel northeast on the 101 road for about 2.2 miles to Mystery Saddle. To reach unit 64 and 65A, 65C, and 65D, turn right (south) at Mystery Saddle onto the 486A road heading to Walde Lookout. Travel about 0.7 miles to a gate, which is closed seasonally to vehicles greater than 50". A short distance past this gate is the 486D road which turns off to the left (southeast) follow the 486D road for about 2.6 miles to unit 64. units 65A, 65C and 65D are a short distance away on overgrown roads. To reach unit 65B, start at Mystery Saddle and continue on the 101 road northeasterly direction for about 1.4 miles to it's junction with the 5528 road. Turn right (southeast) on the 5528 road which is gated yearlong to vehicles greater than 50". Follow the 5528 road for about 2.1 miles to the bottom of units 65C and 65D. From this point continue for about 1.2 miles to unit 65B.

3. 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 office 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 project area and make their own estimates. This is a pre-marked timber sale.

Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantity	Average DBH	Base Rates	Advertised Rates 1/	Required Deposits	
							Slash Disposal	Road Maint/SR
Cedar	Sawtimber	Ton	5,160	16.1	\$9.67	\$12.44	\$4.48	\$1.50
Douglas- fir	Sawtimber	Ton	5,932	13.9	\$9.67	\$12.44	\$4.48	\$1.50
Grand Fir	Sawtimber	Ton	26,832	14.7	\$9.67	\$12.44	\$4.48	\$1.50
Lodgepole Pine	Sawtimber	Ton	75	14.0	\$9.67	\$12.44	\$4.48	\$1.50
Spruce	Sawtimber	Ton	1,477	17.0	\$9.67	\$12.44	\$4.48	\$1.50
	Total Sawtimber		39,476					
Cedar Products	Cedar Product	Ton	828	20.2	\$9.67	\$12.44	\$4.48	\$1.50
Combined Softwoods	Pulp	Ton	9,423	16.1	\$0.30	\$0.30	NA	\$1.50
TOTAL ALL			49,727					

1/ The base rates, which include required reforestation costs, are included in the Advertised Rate value.

**LOGGING SYSTEMS:
(Volumes include sawlog only)**

Logging System	Acres	Volume MBF	Volume CCF	Volume Tons	Average Yarding Distance
Tractor	115	1,817	3188 (26%)	10,211	559'
Skyline	314	5,024	8815 (72%)	28,235	505'
Skyline with Tractor Swing	<u>16</u>	<u>183</u>	<u>322 (2%)</u>	<u>1,030</u>	500'
Totals	445	7024	12,325	39,476	

SPECIFIED ROADS:

Project		Design Class	1/ Type	Approx. Length (mile)	Road Cost Appraisal Allowance	Required Completion Date
Road	Name					
5526	Fan Saddle Fork	TSL D	R	1.00	\$9,399.36	NA
75175	Fan Saddle South A	TSL D	R	1.49	\$23,833.10	NA
Totals				2.49	\$33,232.46	

1/ C = Construction, R = Reconstruction, r = recondition.

Payments for Stewardship Contract

Purpose	Payment rate	Payment Method
a. Sawlog and Cedar Product Stumpage 1/	Bid value/ton minus \$9.67/ton (line c)	Stewardship credits and/or cash
b. Nonsaw/pulp 2/	\$0.30/ton, plus \$1.50/ton (line d) if hauled	cash
c. Project Area Improvement (Reforestation)	\$9.67/ton hauled (sawlog/CP only)	cash
d. Road Maintenance & Surface Replacement Deposit	\$1.50/ton hauled (all products)	cash
e. Brush Disposal Deposit	\$4.48/ton hauled (sawlog/CP only)	cash
f. Sawlog /CP Total Payments (Stumpage, plus deposits)	Bid value/ton minus \$9.67/ton (line c), plus \$5.83/ton (lines d & e)	Credits for stumpage and cash for other charges

1/ Subtract out the Reforestation costs because it has to be paid for in cash.

2/ The total nonsaw/pulp value has to be cash, because 100% of the per ton price goes towards the Project Area Improvement costs (line c).

4. GENERAL CONTRACT INFORMATION.

In order for your bid to be considered for award you were previously required to provide your Contractor Identification Number (PID) in the spaces provided on page eight, block 25 of the bid form. This will no longer be required and the bid form has been revised accordingly. Instead you must now provide your **TAX IDENTIFICATION NUMBER in the signature block of the bid form.**

This is a stewardship contract. The Clearwater National Forest intends to enter into this stewardship contracting project to achieve the land management goals described in the North Lochsa Face Environmental Impact Statement and Record of Decision. The end result of this stewardship project is to initiate vegetative rehabilitation by emulating natural disturbance processes through management activities and to improve aquatic conditions. Timber harvest activities are designed to reduce vegetative density and/or the presence of shade tolerant conifer species. It will begin the process of re-establishing western white pine and western larch as stand dominants. Another primary outcome will be to reduce existing, and prevent additional, detrimental soil disturbance (ie: compaction, displacement, etc) and sediment production while accomplishing our vegetation restoration goals. Another goal is to provide wood products to the economy. Utilization of traditional and non-traditional forest products is an important goal for this project.

No emergency market-related adjustments will be granted for this project.

This project will also be advertised on the Federal Business Opportunities website; www.fedbizopps.gov.

14-I Road Turn-back Option is not applicable to this sale.

Service Contract Wage regulations will apply to Stewardship Projects deemed to be “non-construction” with a cost exceeding \$2,500.00. All projects under the Where's Walde Stewardship contract fall under the “non-construction” requirements. Davis Bacon Wage Act requirements will not apply to the Where's Walde Stewardship Project.

A.7 - Specified Roads: The estimated cost of road construction has been included in the appraisal as a cost the Contractor will incur. The Contractor will be responsible for the road construction cost and WILL NOT receive credit toward stumpage cost for this expense i.e. THIS PROJECT DOES NOT INCLUDE CONTRACTOR CREDIT. Bidders should consider the cost of road construction when developing their bid. Road reconstruction specifications can be found in the sample contract.

E.2.1.2 - Advance Deposits. Contractor agrees to make cash deposits in advance of cutting to meet charges under E.2. Forest Service billings for advance cash deposits shall be in such amounts that Integrated Resource Account will maintain an unobligated balance equal to the applicable charges for timber that Forest Service estimates will be cut in not less than 30 days and not more than 60 days.

E.2.2.3 – Excess Timber Value. In the event the above base rate value of Included Timber exceeds the total value of all of the mandatory projects shown in A.4.3 that the Contractor has been authorized to perform:

(a) The Contracting Officer, at their option, shall authorize additional optional projects shown in A.4.3 if any, or require cash payment; OR

(b) Contractor shall make cash payment for the excess timber value if there are no remaining optional projects shown in A.4.3.

I.2.3 – Contract Term Extension. The contract termination date is **December 31, 2012**. Extensions of this contract may be granted only when the Contractor has met specified conditions. The Contractor must submit an annual schedule of operations before commencing operations. This schedule will include the anticipated activities related to this project. This annual schedule of operations does not require concurrence of the Forest Service.

K-C.3.5.8# - Individual Trees (Leave Tree Marking). All units are **LEAVE** tree marked with a band of **ORANGE** paint at dbh on the uphill and downhill sides and a stump mark. The boundary trees are marked on three sides with vertical stripes of orange paint and a stump mark; the middle stripe of paint faces the area to be cut. The boundary trees are not to be cut.

K-C.2.1.1 – Optional Removal of Non-saw Products. Non-saw/Pulp material is Mandatory Payment and Optional Removal. Pulp material may be left in the woods per agreement with the Forest Service. Pulp will have to be sorted at the landing and hauled separate, if removed. Provision K-G.8.4.8, Weight Accountability for Split Pricing, will apply for paying for hauled nonsaw material at the above flat rates. Road maintenance and the fixed non-saw price will be charged; no slash will be charged. If nonsaw material is not removed, a lumpsum payment of **\$2,826.90** for the timber will be required.

K-F.1.2 # - Use of Roads by Contractor. The 5525 and 5526 roads are not planned to be used to complete harvest of unit 256 included timber. They are designated as "Unsuitable for haul prior to completion of agreed reconstruction". Road 5525 has a narrow section caused by a road failure that may need to be fixed. Road 5526, from the end of the specified reconstruction to the end of unit 526, is narrow, overgrown and would need some drainage work. If used, road 5526 would have any drainage structures removed and the road outslopped following use.

K-F.3.1 – Road Maintenance Requirements. All haul roads will require brushing and blading prior to use, under provision K-F.3.1.2, Reconditioning of Existing Roads. All system roads are currently driveable, except roads to the top of units 255 and 256. Also, roads to units 38D, 65A, 65C, 108A are impassable due to brush. The Contractor will be responsible for road maintenance on all haul roads. Deposits will be made for surface replacement and deferred maintenance. Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this sale. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in the sample contract. Maintenance specifications are in the sample contract.

K-F.3.1.4 – Dust Abatement Treatment. The 101, 486, 514, 519 and 5525 roads (19.55 miles) will require dust abatement with a chloride palative. No other dust abatement is required.

K-G.1.0 - Prewrite Conference (10/04). Annually, prior to commencement of work, a prework conference will be held between the Contractor and Contracting Officer to discuss contract terms and work requirements.

K-G.3.5.1 – Washing Equipment. Contractor will be required to insure equipment is free of noxious weed seed. Noxious weeds have been identified along roads into all units; therefore, the cleaning of equipment between units will not be required.

K-G.4 – Conduct of Logging. Portions of unit 90 may require the use of manmade guy anchors, because of existing clearcuts along the unit boundary. Unit 90 will be skyline yarded to the ridge top with a tractor swing up the narrow ridge top to get the logs up to the 486-Q road; a narrow base yarder capable of navigating the narrow ridge top will be needed to yard unit 90.

Units 35, 41 and 108A may require the use of intermediate supports to achieve adequate skyline yarding payloads, due to gentle terrain breaks. Unit 74 may require intermediate supports or tailholds outside of the unit (across creek) to achieve adequate payloads.

K-G.7 – Hazard Reduction and Site Preparation. Units 41, 64, 65A, 65C, 90 and the skyline portion of 35 will require limb and top removal to reduce unit fuel loadings. Landing slash cleanup and disposal will be in accordance with the Contractor's Stewardship Project A Technical Proposal. The regeneration units, 4-13 and 25-27, will be prescribed burn following harvest; no special requirements for slash treatment are imposed, except for units 38C, 108B, 109, 255 and 256, which requires limbs and tops to be left in the unit. All regeneration units will require hand and/or machine fireline construction and/or a fuel break construction.

K-G.8.2.3# - Volume Determination (10/04). Contractor will be required to weigh each load on a State certified scale meeting K-G.8.2.2# requirements, also providing the gross, tare, and net weights to the Forest Service for Payment Purposes.

K-G.9 – Stewardship Projects. The Contractor is required to provide a bid cost for every listed mandatory and optional Stewardship Project. The number and amount of Stewardship Projects required to be performed by the Contractor will be determined by the Contractor's bid for the Included Timber. Federal Acquisition Regulations related to Wage Determination 1995-0228 are applicable to the service work performed under this contract. Stewardship Project details and specifications are attached to the contract in Appendix A.

1. Project A; Landing Slash Cleanup and Disposal: The Contractor shall cleanup and dispose of all landing slash. Approximately 212 landing piles are anticipated to be in need of disposal following harvest activities. If burning is selected as the disposal method, the ignition time and day for burning any piles will be approved by the Forest Service to comply with Idaho Air Quality Standards. Stewardship credits will be assigned upon completion of work based on the lump sum bid, which includes mobilization and disposal work for all units. Credits will be allocated for each harvest unit as it is completed.

2. Project B; Hand Application Weed Spraying: The contractor will furnish all materials, approved chemicals, equipment, labor, supervision, transportation, operating supplies and incidentals necessary to safely apply herbicides that are registered in the State of Idaho, using ground-operated spraying apparatus, in strict compliance with the specifications, terms, and conditions specified in the herbicide label(s) and contained herein. Noxious weed spraying will take place in Where's Walde harvest units 41 and 74 prior to harvest activities starting. Unit 41 weed spraying will take place in the northwest corner of the unit starting at the northwest corner and extending 100 feet down the hill below the 5588 road and following the 5588 road to the east for 400 feet. Unit 74 weed spraying will take place within the unit boundaries for a distance of 100 feet above or below the 5588 road. Weed spraying will also take place on individual weed infestation areas ranging from 1 to 86 acres in size within the North Lochsa Face Access Area.

3. Project C; Roadside Weed Spraying: All roads used for log hauling shall be treated with herbicide to remove noxious weeds. Approximately 40.44 miles of road are estimated to require weed spraying. Two applications will be made; the first application will be made prior to haul beginning and the second at the end of log hauling activities. Also, about 114 miles of road within the North Lochsa Face Access Area may also be included for roadside weed treatment. Roads will be sprayed from the toe of the fill to the top of the cut, including the running surface and turnouts. The contractor will furnish all materials, approved chemicals, equipment, labor, supervision, transportation, operating supplies and incidentals necessary to safely apply the herbicides using a ground-operated spraying apparatus.

4. Project D; Landing and Skid Trail Subsoiling: This work includes decompacting the skid trails and within unit landings in units 38A, 38B, 38D, 253A and 253C used for the harvest of the timber for this project. An estimated 3.2 acres of skid trails are anticipated to require subsoiling. Subsoiling will be required on skid trails where excavation or ground disturbance has taken place or where successive passes have taken place over the same trail; the Forest Service will designate skid trails to be decompacted. Subsoiling shall span the width of the compacted areas and shall be down to a depth of 10-20 inches. The subsoiling intent is to effectively loosen the ground to allow water penetration and revegetation and to not mix the rocky sub-surface soils with the topsoil; if the Contractor starts hitting rock fragments the subsoiling is going too deep. Equipment will not be permitted to operate outside the clearing limits of the skid trail. Subsoiling shall be done during the period June 15 to October 15, unless otherwise approved. No subsoiling work shall be done during wet weather or when the ground is frozen or otherwise unsuitable. Stewardship

credits will be assigned upon completion of work based on the lump sum bid, which includes mobilization and subsoiling work for all units. Credits will be allocated for each harvest unit as it is completed.

The Clearwater National Forest will make available to the contractor, on a first come first served basis and with no charge, a subsoiling grapple rake suitable for use with a >44,000 pound excavator. The grapple rake replaces the bucket and allows subsoiling and brush piling activities to be conducted with the same machine. An adapter hitch allowing the grapple rake to attach to the excavator quick connect head would have to be supplied by the contractor. Adapter hitch specifications are available upon request.

5. Project E; Machine Piling and Site Preparation: The work objective is to gather and pile logging slash and small diameter live and dead trees and brush that would inhibit tree planting and/or cause a fire hazard on 74.4 acres within harvest units 38A, 38B, 38D, 38G, 253A(tractor portion) and 253C.

6. Project F; Road Storage: Details and specifications are attached to the sample contract outlining storage work by road. Six roads, totalling 4.49 miles, will be put into storage. Road storage treatments will include weed spraying prior to soil disturbance activities and after completion of the work, removal of 21 culverts, road outsloping for drainage control, straw placement, and grass seeding. The approaches to culvert removal areas should be backsloped sufficiently, where possible, to allow ATV access to facilitate post sale site preparation and reforestation activities. Stewardship credit for the storage work, including mobilization and road drainage work will be based on the lump sum bid for the road.

7. Project G; Road Decommissioning: Details and specifications are attached to the sample contract outlining decommissioning work by road. Thirteen roads are planned to be decommissioned. Total road mileage is estimated at 7.85 miles. Road decommissioning treatments range from strong outslopes to complete recontours in channel areas and in areas requiring fill stabilization. Roads will be sprayed for noxious weeds prior to soil disturbing activities and following completion of the work. For every road, all culverts and ditches are pulled. All disturbed areas are seeded with a non-persistent grass mix. In addition within stream areas, native forbs and shrubs are transplanted from areas adjacent to the road as designated by the Forest Service (instream vegetation transplant work will be paid for on an hourly basis). Mulch consisting of slash from onsite woody debris, logs, and stumps as well as imported weed-free straw mulch is spread to cover 75% of the disturbed ground. Treatments at stream crossings require a complete recontour of all fill material with stream channels restored to natural grade and dimensions. Grade control structures are constructed in newly reconstructed streams and straw will be spread around the area to control surface erosion. Stewardship credit for the decommissioning work, including mobilization, weed spraying, road recontouring/stabilization and erosion control (grass seeding and straw spreading), will be based on the lump sum bid by road.

K-G.9.2.9 - Requirement for Forest Practices Act Notification (10/01). The Contractor will be required to complete the notification forms to the Idaho Department of Lands at the time of contract execution.

K-I.6.8# - Use Of Timber. The contract requires domestic processing of included timber except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. The bidder, by signing the bid for advertised timber, certifies compliance with the applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620, et seq.) with each bid.

5. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in K(T)-G(T).9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash. See also standard provision E.2.2.3 – Excess Timber Value.

6. PAYMENT GUARANTEE. Contractors should include as a consideration of bid the cost of performance and/or payment bonds when submitting a price proposal for this contract.

7. PERFORMANCE BOND. The amount of the performance bond will be established to cover both the harvesting operation and the Stewardship Projects. The performance bond established for this contract is **\$36,000**.

8 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.

9. 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 Contractor to be responsible, a Contracting Officer must find that:

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

Contract award will be based on the a) bid price, b) technical approach, c) past performance, d) reduction of soil impacts, e) utilization of landing slash pile material and f) how labor, subcontractors, and other workforce from the local area and/or Native American Tribes is utilized for this project (refer to page 6 #2 on Instructions to Bidders for details).

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 Contractor responsibility, and if awarded this contract, that bidder will complete the project contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber and complete stewardship items.

10. 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."

11. 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 the contract 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 Contractor responsibility requirements, and bidder has made a false statement.

12. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each Contractor, to submit a certification for itself, its principals, and its affiliates when 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 Contractor enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Contractor must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

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

13. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. Conduct of all operations on this project is subject to inspection for compliance with operations regulations by OSHA. Information is available to assist Contractors to ensure compliance with the operations regulations during conduct of this project from the U.S.

Department of Labor, Occupational Safety and Health Administration, Boise Area Office, 1150 North Curtis Road, Suite 201, Boise, Idaho (208)321-2960.