INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name :	Caesar Fire Salvage Stewardship Reoffer #2	**Type of Contract :**	Scaled
National Forest :	Eldorado	**Ranger District :**	Georgetown
Bidding Method :	Sealed Bid		
Location to Receive Offers :	Placerville, CA		
Date : 10/27/2015	**Time :** 10:00 AM		

1. INTRODUCTION. This prospectus furnishes prospective offerors with information not contained in the published advertisement and is designed to enable offerors to decide whether or not to further investigate this stewardship project. The prospectus is not a legally binding document, but is offered to provide general information about a Stewardship Contract. The prospectus does not include descriptions, estimates, and other data that are contained in the sample contract, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Offerors are urged to examine the contract and make their own estimates. Contract 2400-13 will be used. Inspect the contract area and the sample contract before submitting an offer. Obtain the appraisal, other information on the contract and stewardship work items and conditions of offering at Forest Service offices listed above and in the advertisement.

This is a Stewardship End Results Contract authorized by 16 U.S.C. 2104 Note.

2. 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. See Section 21, General for instructions for preparation of technical proposals and evaluation factors for award.

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

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

T. 13N., R. 13E., Sections 1,2,10,11,12,13,14,15,22,27,28,33 and 34, T. 13N., R. 14E., Section 6, T. 14N., R. 13E., Section 36, T. 14N., R. 14E., Sections 30 and 31, MDB&M

4. 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, offerors are urged to examine the contract area and make their own estimates.

Road Construction Costs. The estimated road construction cost has been included in the appraisal as a cost that the Contractor will incur. The Contractor will be responsible for the road construction cost and WILL NOT receive credit towards stumpage costs for this expense, i.e., THIS CONTRACT DOES NOT INCLUDE STEWARDSHIP CREDIT for the construction of specified roads and Contractors should consider the cost of specified road construction when developing their offers.

THE MINIMUM ACCEPTABLE BID RATE FOR THE MANDATORY TIMBER CUTTING UNITS IS STATED IN THE ATTACHED OFFER FORM. THESE RATES ARE EFFECTIVE AT THE TIME OF ADVERTISEMENT.

Mandatory Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure: Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mandatory Timber Cutting Units :							
Incense Cedar	Sawtimber	MBF	7,231.00	0	$28.78	$0.00	$2.90
Ponderosa Pine	Sawtimber	MBF	2,565.00	0	$10.00	$0.00	$2.90
Sugar Pine	Sawtimber	MBF	2,323.00	0	$10.00	$0.00	$2.90
White Fir	Sawtimber	MBF	7,454.00	0	$16.60	$0.00	$2.90
Minimum Acceptable Total Bid for Mandatory Timber Cutting Units :				$380,724.58			
Only the Fixed Rate Applies :							
Douglas Fir	Sawtimber	MBF	unestimated	N/A	$6.00	$0.00	$2.90
	TOTAL	MBF	19,573.00			$0.00	$56,761.70

Optional Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure: Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Not Applicable

Total Value Bidding:

Prospective Contractors must submit bids for the timber portion of the contract in terms of the minimum acceptable total contract value. The Bid for Integrated Resource Contract (FS-2400-14BV) states minimum acceptable bid rates and estimated quantities of timber, together with the minimum acceptable total timber value. The advertised minimum acceptable total timber value is only for the biddable species, as listed on the offer form in the upper section of block 14. It does not include any non-biddable, fixed rate species listed in the middle section of block 14 titled "Only the Fixed Rate Applies." The offeror should enter the offer on the offer form only in terms of the total timber value. The Forest Service shall establish timber bid rates by species in the contract by multiplying each species' minimum acceptable bid rate by the bid increase percentage. Such rates will be rounded to the nearest cent. The bid increase percentage is the offeror's total timber value bid rate divided by the minimum acceptable total timber value. The total amount for stumpage is the volume of each biddable species multiplied by its bid rate, plus the volume of each fixed rate species multiplied by its fixed rate.

If the contract includes optional timber cutting units and offeror elects to bid on those units, bids for optional units are entered on the lower section of block 14. By entering bids for optional timber cutting units on the lower section of the offer form, offeror is agreeing to harvest the optional timber units. Procedures for distributing bid premium are as described in the previous paragraph and total timber value becomes the sum of mandatory and optional timber units.

Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Salvage Douglas Fir	Sawtimber	MBF	$6.00		$2.90
Salvage Incense Cedar	Sawtimber	MBF	$10.00		$2.90
Salvage Ponderosa Pine	Sawtimber	MBF	$10.00		$2.90
Salvage Sugar Pine	Sawtimber	MBF	$10.00		$2.90
Salvage White Fir	Sawtimber	MBF	$6.00		$2.90

All of the mandatory stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed. Optional

stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed when authorized in writing by Contracting Officer. Such authorization may be for all or a portion of the quantity shown. Optional stewardship work items may be selected and authorized in any order. Upon written request of Contractor, additional stewardship work items shall be considered and authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship work items if three or more authorized optional stewardship work items or any of the mandatory stewardship work items remain uncompleted. Contracting Officer shall not be obligated to authorize additional stewardship work items at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship work items.

Stewardship Schedule of Work Items

Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items			
1	Biomass Cutting and Removal Conventional Harvest Units	Acres	744.00
2	Water Tower Delivery and Installation	Each	3.00
3	Water Tower	Each	20.00
Optional Stewardship Work Items			
4	Machine Piling by the Hour	Each	100.00
5	Grapple Piling by the Hour	Each	100.00
6	Biomass Cutting and Removal - Non-Harvest Units	Acres	33.00
7	Biomass Cutting and Removal - Conventional Harvest Units	Acres	212.00

5. PERIOD OF CONTRACT. The normal operating season covers the period between 05/01 and 10/15. Contract termination date is 12/31/2017. Extensions of this contract may be granted only when the contractor has met specified conditions.
Upon acceptance by the Forest Service, the technical proposal is a binding part of the contract and shall include, but is not limited to, plan periods for and methods of work activities. The Contractor must also submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations 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. 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.

If an offeror elects to have the Forest Service construct specified roads, the contract shall provide for collection of not less than the full estimated cost of the roads stated in this prospectus, in addition to the current contract rate value and required deposits. Contract Form FS-2400-13 provides for collecting the estimated public works road construction cost as timber is scaled, at a rate accelerated on 80 percent of the estimated volume.

If offeror elects the road option, payment for right-of-way timber will be made in advance of cutting. The timber will be decked by the road contractor and will be made available to the Contractor when notified by Forest Service of location and availability. If Contractor and road contractor agree, Contractor may cut and remove right-of-way timber as part of the specified road construction.

7. PERFORMANCE BOND. Not Applicable.

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 Contractor. Sufficient information to permit a prospective offeror 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 contract.

Road Number	Road Name	Traffic Service Level	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
14N10E_T1	10E_T1	C	0.41 / 0.66	$7,510.00	C
14N10_T1	10_T1	C	0.88 / 1.42	$7,233.00	C
14N20_T1	20_T1	C	0.85 / 1.37	$26,419.00	C
14N11BA	11BA	C	0.22 / 0.35	$2,463.62	R
14N11EA	11EA	C	0.54 / 0.87	$3,504.84	R
ALL	ALL	C	0.1 / 0.16	$7,500.00	R
14N10H	CANYON WALLACE	C	0.41 / 0.66	$4,037.00	R
14N08W	ELLICOT WATER	C	0.31 / 0.5	$24,490.70	R
14N20	FALLION MILL	C	4.26 / 6.86	$5,197.20	R
14N11B	HALES CROSSING	C	0.3 / 0.48	$3,178.26	R
14N12	LONG JOHN CREEK	C	2.57 / 4.14	$8,330.90	R
14N10C	NE BEAR SPRINGS	C	0.98 / 1.58	$5,638.66	R
14N10	NEVADA POINT RIDGE	C	1.66 / 2.67	$11,840.50	R
14N11	PARSLEY BAR	C	3.64 / 5.86	$13,977.96	R
14N20D	POINT SPUR	C	0.36 / 0.58	$654.12	R
14N11E	SLUMPY	C	0.49 / 0.79	$1,551.89	R
13N39A	UPPER BELIX	C	0.23 / 0.37	$955.06	R
14N10G	WALLACE EAST	C	0.55 / 0.89	$1,320.35	R

* C = Construction
R = Reconstruction

The required specified road completion date for all roads is 12/31/2017. If provision K(T)-F(T).1.3# - Road Completion Date has different dates for projects, this is the final road completion date.

Total estimated road construction cost allowed in appraisal is $154,743.06

An offeror qualifying as a small business concern may elect to have the Forest Service construct the specified roads listed above. Completion dates for construction apply whether construction is performed by the Contractor or by the Forest Service. If the offeror elects Forest Service construction, it is the Forest Service's intent to perform construction through CONTRACT. The Forest Service shall not award the contract unless either it receives a satisfactory road construction bid or, if it fails to receive such a bid within 90 days of tentative award, the offeror agrees to perform road construction.

If Contractor elects Forest Service construction, the total estimated public works construction cost that would be paid in addition to current contract rates is $183,334.14. See provision K(T)-E(T).1.2# - Amount Payable for Timber in the sample contract for additional information.

The following changes will be made to the sample contract when the Forest Service constructs specified roads:

A(T)3 - Timber Designations: "Specified Road Clearing" will be changed to "Construction Clearing" K-C.3.2.3

A(T)7 - Change the title to "Permanent Roads To Be Constructed by Forest Service."

A22 or AT19 - Make the following changes in A22 or AT19:

Add	K-C.3.2.3 - Construction Clearing.
Add	K-E.1.2# - Amount Payable for Timber.
Add	K-I.4.1 - Limitation of Performance by Other Than Contractor.

The estimated road construction cost includes the cost of road reconstruction engineering services, pursuant to Public Law 88-657, 78 Stat. 1089, 16 U.S.C. 532-537. Refer to provision K(T)-F(T).2.1.3# - Deposit for Reconstruction Engineering Services in the sample contract for additional information.

Contractor shall make a cash deposit in the amount $18,940.00 for engineering services completed by Forest Service in preparation of this contract. The Forest Service shall complete reconstruction related engineering services on the following schedule:

NOT APPLICABLE.

9. ROAD 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 contract. 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 provision K(T)-F(T).3.2# 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 CONTRACTS. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. 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 offeror, by signing the offer 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 offer.

14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW. If the total contract value for this contract exceeds $10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the Contractor 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 Contractor 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 similar type 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 responsible. 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 completing the requirements of the contract;

f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR

223.101, determination of Contractor responsibility, and if awarded this contract, that offeror will complete the contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber or forest products and complete stewardship projects by the termination date.

16. **FALSE STATEMENTS ACT.** Offerors, by signing the offer form, certify that they are aware that offeror 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 if: 1) Contractor fails to execute this stewardship contract or furnish a satisfactory performance bond by the date required in the award letter, if required; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

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 contractor, to submit a certification for itself, its principals, and its affiliates when submitting an offer on stewardship contracts. The offeror must designate its status regarding debarment, suspension, and other matters as specified on the offer form. The offeror, by signing the offer, 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 competition. 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 the offer. 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 offer form.

19. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.** Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, California Department of Industrial Relations, 1515 Clay Street, Suite 1901, Oakland, California 94612.

20. **GENERAL.** Corporations submitting an offer under this solicitation must include form AD-3030-FS, Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at:
http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms.

This is a re-offer of the Caesar Fire Salvage Skyline Stewardship Reoffer timber sale resulting from the King Fire of 2014. It is an Integrated Resource Timber Contract that includes mandatory stewardship work items.

Changes to the previous offer are as follows:

a. All skyline units will be offered as Timber Subject to Agreement under K-C.1.1# and paid for at the rates listed in A.4.2. Harvest of the skyline units is by mutual agreement only and is subject to K-C.3.5# - Designation of Timber, Cutting Unit Boundaries, and Subdivision/Payment Unit Boundaries.

b. The requirement in K-G.9# Stewardship Projects for the cutting and removal of biomass in Project 1 has been changed. Some of the units will remain as mandatory and other units will be listed as optional in Project 7. Cutting and removal of biomass in Projects 2 and 3 have been deleted and replced with the Water Tower Pojects (previously projects 3 and 4). Machine Piling and Grapple Piling by the hour are now Projects 4 and 5 respectively and are optional. Project 6 is now Biomass Cuting and Removal - Non Harvest Units and is optional.

c. The minimum specifications for tree DBH is increased to 16 inches due to the timing of the sale offereing as it relates to the increasing deterioration of smaller diameter timber. Additionally, the total volume offered has been significantly reduced due to to the increasing, projected deterioration of all size classes.

d. The hazard tree only road zones that were required to be cut has been changed. Required hazard tree units are shown on roads 14N10 and 14N19 (units 302a and 4029a). There is no longer a requirement to remove hazard trees along 14N10D athough they may be cut by agreement.

Only conventional logging systems are required. Although mechanical logging is not specified, this harvest method may be used.

Corporations submitting an offer under this solicitation must include form AD-3030-FS 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.

Due to the urgent need to harvest this salvage sale or project, the Market Related Contract Term Addition (MRCTA) is not being offered for this sale or project.

Due to the urgent need to harvest this salvage sale or project, it is highly unlikely that the Forest Service will grant a contract term extension on the sale or project.

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

a. The specific geographic tributary area that would apply for the granting of adjustments on existing sales is the Eldorado, Plumas, Tahoe, and Stanislaus National Forests.

b. The purchaser shall show how logging this sale would impact operations on existing sales.

c. Specific classes of sales that would not receive consideration for an adjustment are salvage or insect damaged sales.

d. The calculation of the number of days of contract term adjustment a purchaser would receive would depend upon a case-by-case review and reflect the time lost by logging the sale urgently requiring harvesting.

This sale is the subject of litigation. The Forest Service may withhold award until the litigation is resolved. If the litigation is not resolved within 90 days of the bid date, the apparent high bidder may be provided an opportunity to extend its firm offer per item 21 of the bid form. At any time prior to the expiration of the firm offer, and any extension thereof, the apparent high bidder may request in writing to have the contract awarded upon first entering into a Pre-Award Waiver, Release and Limitation of Liability Agreement. Upon receipt of such request the Forest Service will determine whether or not to enter into Pre-Award Waiver, Release and Limitation of Liability Agreement. An example of a Pre-Award Waiver, Release and Limitation of Liability Agreement may be obtained from this office.

1. SCALING

This timber sale contract has been designated for Third Party Scaling and includes K-G.8.1.5 Third Party Scaling Services. Under this provision, the Purchaser shall bear and administer the cost of scaling services.

2. VOLUME DETERMINATION.

Estimated volumes for this Contract were generated using a systematic variable plot cruise method for all subdivisions and the application of expected deterioration rates for salvage timber, resulting in a grand total of 19,573 MBF

3. DESIGNATION OF TIMBER AND HAZARD TREES

A. Designation by Damage Class, K-C.3.5.3#

a. Hazard Trees

Because of the significant size and complexity of this project; and because of the number of potential hazard trees associated with this project, the following information and clarification is provided so that Prospective Contractors are aware of the requirements associated with the designation, cutting and disposal of hazard trees.

Hazard trees are defined in terms of size as being 6 inch or greater in dbh and sufficiently tall to reach a landing, temporary road, system road

or work area. Hazard trees include both conifers and hardwoods of the specified size.

Prospective Contractors are advised that the Forest Service intends to mark, or otherwise identify by agreement or designate under K-C.3.5.3# Designation by Damage Class, all hazardous, dead and dying trees sufficiently tall to reach Contractors landings, temporary roads, and work areas. Contractor will ONLY be required to cut hazard trees along system roads within tractor units and skyline harvest units (when mutally agreed for salvaging under timber subject to agreement), along specific road systems identified in the paragraph below and Stewardship Project #6 (biomass removal only). Hazard trees along other system roads, within contract area, but NOT located within units identified for salvage or biomass treatment may be removed by agreement.

Subdivision #1 is a Hazard Tree Only subdivision. Within this subdivision, Forest Service will work with Contractor to identify which hazard trees, if any, will be removed by agreement. If no agreement is reached, it would be the intent of the Forest Service to delete this subdivision from this contract under authority of G.3.6 Acceptance of Work to permit the Forest Service to address the hazard trees within Subdivision #1 using other contracts or Force Account crews.

In all tractor and skyline (subject to agreement) salvage units, except units 302a, 511a, 4029, 4029a and 4030, all coniferous trees with no green foliage as viewed from the ground (100% brown foliage or no foliage) and that meet the minimum specs in A.2 are designated for cutting. Additionally, in all harvest units, all coniferous and hardwood trees greater than 6 inches DBH with no green foliage as viewed from the ground (100% brown foliage or no foliage) and are sufficiently tall to reach the road bed of National Forest System roads within the Contract Area are designated for cutting.

In units 302a, 511a, 4029, 4029a and 4030 are hazardous tree removal units (subject to agreement). In these 5 units ONLY hazardous trees are to be fell and those trees that contain a minimum product are to be removed. Trees that will NOT reach the roadbed of the adjacent National Forest System road are NOT designated for cutting in these 5 units.

Hazard trees felled in accordance with the above contract specifications and interpretation will be treated in accordance with the applicable provisions for the associated harvest unit. For example, hazard trees, both conifers and hardwoods, felled in a unit designated for biomass removal would be removed to landings or other designated sites if the felled trees meet the size requirements for removal. Hazard trees that are fell, but that do not meet the size requirement for biomass removal would be left in place provided they are outside the roadbed and drainage features of system roads. However, in all cases pieces meeting Utilization Standards would be removed.

b. Felling and Skidding

There are numerous "Leave Islands" shown on Contract Map and designated on the ground where felling of fire killed trees will not be permitted. The fire killed trees within these areas have not been included in the volume estimates for this project. Skidding may be permitted through these "Leave Islands" by agreement, however Contractor should be aware that some reasonable efforts will be made by Forest Service to agree to alternate skid road patterns when practicable to minimize the impacts of operations upon these "Leave Islands".

c. Lop and Scatter to 18 inch Height

Lop and Scatter to an 18 inch height is required within those salvage units, biomass units or hazard tree removal areas that are associated with perennial, intermittent or ephemeral drainages shown on Contract Area Map. This Lop and Scatter requirement ONLY applies to the portion of the salvage unit, biomass unit or hazard tree removal area that is located within 300 ft of perennial or 150 ft of intermittent and ephemeral drainages. Most perennial and intermittent drainages have a 100 ft buffer wherein no harvesting would occur, thus the actual lop and scatter zone associated with perennial and intermittent drainages would be approximately a 200 ft wide zone and a 50 ft wide zone, respectively, within the adjacent harvest unit. An appraisal allowance has been included for the lopping and scattering associated with this requirement. The estimated acreage to be treated is 240 acres.

4. ROAD USE.

a. Surface Replacement Deposits. Sale average is $6.90/MBF and will be paid in addition to Road Maintenance ($2.90/MBF) and stumpage deposits.

b. Water use. See Contract Area Map for specific locations of water drafting sites. Because of the severe drought conditions we are experiencing in the Region this contract includes a stewardship project that involves the delivery, installation, plumbing and rental of a water tower to be positioned near the Rubicon River just to the northwest of the Ellicott Bridge on 14N08W. See Project specifications in K-G.9#. If weather conditions and rainfall are sufficient to allow the use of other water sources then said use must be agreed to by the Forest Service in writing. Complete dust abatement shall be continuous as needed to control dust.

c. The appraised haul route to the Sierra Pacific Industries Lumber Mill in Lincoln begins in the middle of the sale on Nevada Point Ridge, proceeding South on Eleven Pines Road (14N08) to Wentworth Springs road (ELD 63), then proceeding West to Highway 193, then North to Highway 49 to Auburn, then West to Newcastle, then Highway 193 to Lincoln.

If purchaser wants to use an alternate haul route, it shall be subject to agreement with the Forest Service.

d. Approximately 2.1 miles of engineered temporary roads are included in the road package for this project. These temporary roads will be constructed or reconstructed in accordance with the associated road plans. Other temporary roads may be constructed or used by agreement.

e. The maintenance of the native surface and 14N10 aggregate base sections of this road during use on this contract is a contractual requirement on this contract. The chip sealed segments of this road will need to be protected during all phases of the operations under this contract, but additional patching and pothole repair will be a Forest Service responsibility.

f. Maintenance of the Eleven Pines Road (Road 14N08) is a Forest Service responsibility, however Contractor must conduct operations so as to protect this road from damage during all phases of the operations conducted under this Contract. It is recognized that if agreement is made to harvest the skyline units on this road several corridors will require the positioning of the yarder and loader on or immediately adjacent to this chip sealed road and that there therefore could be some associated damage.

g. Safety on the Eleven Pines Road (Road 14N08) will be a critical item since several skyline units (if harvested by agreement) are directly associated with this road requiring that both loaders and yarders be positioned on the road while also permitting thru traffic to occur. It is expected that guylines will need to extend above and across this road during operations and the need to control traffic during skyline operations would be necessary.

5. PROJECT OPERATIONS SCHEDULE - K-G.3.1.5#

A limited operating period in 2016 will be implemented as follows:

For the 2016 operating season, in portions of units listed in K-G.3.1.5# and shown on the Contract Area Map, all harvest, stewardship projects and road/landing reconstruction are prohibited during the LOP (Limited Operating Period) between February 15th through the completion of surveys or August 15th, whichever is earlier. LOP's may be lifted by Forest Service wildlife specialists if surveys in a given area show that there are no nesting birds. For the 2017 operating season the Limited Operating Period is March 1st through August 15th in areas where owls are discovered.

Operating Schedule For Unit 301 and 302a prior to November 23, 2015. This requirement is in place to accomplish the accelerated removal of pole-size pine trees that are subject to rapid deterioration in this area.

All operations are prohibited within areas flagged in Red and black striped flagging. Boundaries of these areas have trees painted with orange stripes. Trees within these areas are not designated for cutting. These areas are desgnated on the Contract Area Map as Leave Islands.

All water sources must be approved before use. Forest Service will be given 7 days notification prior to using waterhole sites for drafting water. Unless otherwise agreed, in perennial and intermittent streams, pump intake screens shall have openings not exceeding 3/32 inch and be sized according to pump intake capacity. Pump shall be a low velocity pump. Hose shall be placed in a bucket at the deepest part of the pool.

6. EROSION PREVENTION CONTROL K-G.6#.

Special Erosion and Prevention is required and consists of spreading slash or wood chips on skid trail and temporary roads for a distance of 100 feet from landings. In addition, a 25 foot wide slash mat will be placed on the downslope portion of all landings. Slash mat is defined as consisting of generally slash material less than 6 inches in diameter spread in such manner as to provide a minimum of approximately 70% ground cover. It is expected that slash generated on the landings will be available in sufficient quantities to accomplish this work. Specific areas will be designated by the Forest Service as operations progress. No more than 10 acres of Special Erosion Prevention Control work will be required as shown on Contract Area Map.

7. STEWARDSHIP PROJECTS

Contractor may propose alternative treatments in its technical proposal that will achieve the same or similar end results
Provision K-G.9# contains specific information regarding project specifications and measurements standards. See K-G.9# attached to this

prospectus.

8. SPECIFIED FIRE REQUIREMENTS

a. Bidders are encouraged to review the sample contract provisions for fire prevention: K-H.2# - Specified Fire Precautions. (06/2012), and K-H.2.2# - Emergency Precautions. (06/2012).

b. The Project Activity Level (PAL), an industrial operations fire precaution system, will be used for this sale. Weather Stations will be used to calculate the Project Activity Level. The normal operating season is from May 1 to October 15. Average days per month at each PAL value for the period 1992 to 2012 is shown in the attached table.

The successful offeror shall register in the Central Contractor Registration (CCR) at www.ccr.gov.

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

(a) General Instructions. Proposals submitted shall be furnished in the following format with the numbers of copies as specified below.

(1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

(2) - Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this Request for Proposal (RFP), must be clearly identified.

OR

(2) Offerors must submit a proposal that meets all requirements specified in the sample contract. No alternate proposals will be accepted.

(3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth below.

(4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:

(i.) One copy of the completed, signed offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

(ii.) Three copies of the technical proposal.

(iii.) One copy of the business/cost proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. As a minimum, the proposal must clearly provide the following: See the attached Technical Proposal Form for the Evaluation Factors and Subfactors.

EVALUATION, NEGOTIATION AND AWARD PROCESS

Proposals will be evaluated and rated to determine which offerors are within a competitive range, price and other factors considered. Award may be made without further negotiations. Proposals should be submitted initially on the most favorable terms that the offeror can submit to the Government, from both price and technical standpoints. However the Government may, after evaluation of proposals, conduct further oral or written discussions as appropriate, with all offerors whose proposals are within a competitive range. Proposals that do not address one or more criteria or subfactors, may not be considered further for award.

Firms lacking a past performance record (e.g., new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, receiving a neutral score in this criteria. A neutral score will be established as the average of all other competing offerors, or the average of the total score available, whichever is less.

EVALUATION CRITERIA

The evaluation factors for this contract and their relative importance are listed below in descending order of priority. All subfactors within a factor are equal in weight.

Factor	Approximate Weight
A. Price	52%
B. Technical Approach	16%
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	16%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	16%
E. Other	0%

Award Statement. One award will be made to the offeror (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 less importance than 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. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Price proposals will not be scored.

POSTAWARD DEBRIEFING OF OFFERORS

(a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.

(2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.

(3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.

(4) (i) Untimely debriefing requests may be accommodated.

(ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.

(b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.

(c) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

(d) At a minimum, the debriefing information shall include-

(1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;

(2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;

(3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and

(6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

(e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including-

(1) Trade secrets;

(2) Privileged or confidential manufacturing processes and techniques;

(3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and

(4) The names of individuals providing reference information about an offeror's past performance.

(f) An official summary of the debriefing shall be included in the contract file.

Ceasar Fire Salvage Stewardship Reoffer #2: Prospectus Attachment

The Project Activity Level (PAL), an industrial operation's fire precaution system, will be used for this project. The average of all weather stations on the Eldorado National Forest will be used to calculate the PAL. The historic average days per month for the period from May through October at each PAL value is shown in the following table.

Project Activity Level Climatology						
Eldorado National Forest: Average of all Weather Stations						
Years Analyzed:	2004 -	2010				
Working Operating Season - May 1-Oct 30 (predicted PAL used) excludes Sundays and Holidays						
PAL:	**A**	**B**	**C**	**D**	**EV**	**E**
Month	**Average Days per Month at Each PAL Value**					
May	9	3	4	0	0	0
June	4	8	8	4	0	0
July	0	1	16	5	0	0
August	0	0	6	14	2	0
September	0	1	6	10	2	1
October	4	3	8	3	1	0
Total Days per Season	**17**	**16**	**48**	**36**	**5**	**1**

K-G.9# - STEWARDSHIP PROJECTS.

Project Number 1 Mandatory - Biomass Cutting and Removal - Conventional Harvest Units

Units - Mandatory Biomass Cutting and Removal		
Unit #	Logging System	Acres
3	Conventional	48
3a	Conventional	1
3c	Conventional	48
3d	Conventional	2
3e	Conventional	65
3f	Conventional	8
5	Conventional	13
100	Conventional	47
204	Conventional	61
205	Conventional	339
301	Conventional	73
302	Conventional	22
327	Conventional	17
	Total	744

1. Unless otherwise agreed, within all specified conventional harvest units designated in the above table, the contractor shall cut and remove all dead conifer trees, greater than 10" DBH and less than 20" DBH not identified as leave trees. Unless otherwise agreed, Biomass Cutting and Removal requirements shall be done concurrently with the logging activities. No biomass tree cutting shall occur within streamcourse buffer strips shown on Contract Area Map and leave islands identified on the ground and shown on Contract Area Map.

2. Unless otherwise agreed, within all units designated in the above table, tree bole material greater than 10 feet in length from all hardwood and conifer trees required to be cut, including that material associated with the felling of hazard trees, shall be removed to landings or agreed upon disposal sites within the units and machine piled or decked in accordance with K-G.7# - Slash Treatment with the following exception. Leave two of the largest trees per acre that are greater than 15" large end diameter and 30' long.

3. All stump heights, shall meet the requirements as stated in A.6

Project Number 2 Mandatory - Water Tower Delivery and Installation

1. Contractor will deliver and install one or more 12,000 gallon water towers to be used on the Caesar Fire Salvage Project and other Forest Service contracts for dust abatement. Contractor will deliver, and install the water towers once each operating season as designated by the Forest Service and connect approximately 200 ft of plumbing as necessary to permit efficient use as a water truck fill site by drafting from the Rubicon River or other locations as agreed.

2. Plumbing will be designed to accommodate the installation and operation of two pumps concurrently to facilitate use by other contractors.

3. Water towers will be located at the terminus of Forest Service Road 14N08W or elsewhere as agreed.

4. Upon seasonal completion of use, contractor will remove the water towers and associated plumbing.

5. Payment method will be made on annual basis upon removal of water towers.

Project Number 3 Mandatory - Water Tower

1. Contractor will rent and maintain on a monthly basis the water towers as described in Project 2. The water towers shall remain in place and operational as designated by the Forest Service for each calendar year until operations on this and other contracts are completed.

2. Payment method will be made annually, based upon number of months of water tower rental, rounded to the nearest whole month at time of removal.

Project Number 4 Optional - Machine Piling by the Hour

1. Forest Service shall designate areas after completion of logging within cutting units, on slopes generally <35%, concentrations of Logging Slash, which shall be Machine Piled by tractor equipped with brush rake for disposal by Forest Service. Contractor shall leave two of the largest trees per acre that are greater than 15" large end diameter and 30' long scattered throughout the unit

2. Unless otherwise agreed, Machine Piling in each unit shall be completed within 90 days of acceptance of logging requirements by Forest Service.

3. Payment method shall be on an hourly basis. Contractor shall keep a daily log of piling hours by unit. Log book shall be made available for inspection upon request by the Forest Service to verify hours worked and payment amounts.

Project Number 5 Optional - Grapple Piling by the Hour

1. Forest Service shall designate areas after completion of logging within cutting units, on slopes generally <35%, concentrations of Logging Slash, which shall be piled using equipment with a boom having an operating radius of at least 20 feet and equipped with a grapple. Contractor shall leave two of the largest trees per acre that are greater than 15" large end diameter and 30' long scattered throughout the unit

2. Unless otherwise agreed, Grapple Piling in each unit shall be completed within 90 days of acceptance of logging requirements by Forest Service.

3. Payment method shall be on an hourly basis. Contractor shall keep a daily log of piling hours by unit. Log book shall be made available for inspection upon request by the Forest Service to verify hours worked and payment amounts.

Project Number 6 Optional - Biomass Cutting and Removal - Non-harvest Units

Project 8 - Mandatory Biomass Cutting and Removal - Non Harvest Units		
Unit #	Logging System	Acres
615	none	22
619	none	9
3i	none	2
	Total	33

1. Unless otherwise agreed, within all units designated in the above table, the contractor shall cut all dead conifer trees, greater than 8" DBH and less than 28" DBH not identified as leave trees. Notwithstanding above, no biomass tree cutting shall occur within streamcourse buffer strips shown on Contract Area Map and leave islands identified on the ground.

2. Unless otherwise agreed, within all units designated in the above table, tree bole material > 10 feet in length from all conifer trees required to be cut shall be removed to landings or agreed upon disposal sites within the units and machine piled or decked in accordance with K-G.7# - Slash Treatment with the following exception. Leave two of the largest trees per acre that are greater than 15" large end diameter and 30' long.

3. All stump heights, shall meet the requirements as stated in A.6

Project Number 7 Optional - Biomass Cutting and Removal - Conventional Harvest Units

Project 1 - Conventional Harvest Units - Optional Biomass Cutting and Removal		
Unit #	Logging System	Acres
4	Conventional	5
206	Conventional	46
207	Conventional	5
632	Conventional	92
633	Conventional	4
641	Conventional	6
3b	Conventional	40
633a	Conventional	14
	Total	212

1. Unless otherwise agreed, within all specified conventional harvest units designated in the above table, the contractor shall cut and remove all dead conifer trees, greater than 10" DBH and less than 20" DBH not identified as leave trees. Unless otherwise agreed, Biomass Cutting and Removal requirements shall be done concurrently with the logging activities. No biomass tree cutting shall occur within streamcourse buffer strips shown on Contract Area Map and leave islands identified on the ground and shown on Contract Area Map.

2. Unless otherwise agreed, within all units designated in the above table, tree bole material greater than 10 feet in length from all hardwood and conifer trees required to be cut, including that material associated with the felling of hazard trees, shall be removed to landings or agreed upon disposal sites within the units and machine piled or decked in accordance with K-G.7# - Slash Treatment with the following exception. Leave two of the largest trees per acre that are greater than 15" large end diameter and 30' long.

3. All stump heights, shall meet the requirements as stated in A.6

GOVERNMENT QUALITY ASSURANCE PLAN

Inspection (General): Government inspections are for the purpose of satisfying the Government that the services are acceptable and do not relieve the Contractor of the responsibility for maintaining quality control. The Contractor shall conduct inspections on all units in accordance with the Contractor's Quality Control Plan included in the Contractor's technical proposal which is made part of this contract.

Inspection (Specific):

Project 1 and 7: Biomass Cutting and Removal (Conventional Harvest Units)

Measurable Performance Standards

- Cutting of all conifers as specified above
- Removal of cut trees to disposal sites as specified above
- Piling or Decking of removed material in accordance with Piling and Decking contractual specifications.
- Height of stumps after cutting

Project 2: Water Tower Delivery and Installation

Measurable Performance Standards

- Installation and removal of facility as specified above
- Plumbing designed to accommodate 2 pumps

Project 3 Water Tower

Measurable Performance Standards

- Keeping the water towers available and operational for the dust abatement needs on this and other Forest Service contracts throughout the life of this sale.

Project 4 Machine Piling By the Hour

Measurable Performance Standards

- Compactness and size of piles
- Pile placement relative to residual vegetation, improvements, streamcourses/riparian reserves
- Avoidance of slopes >35%, streamcourses/riparian reserves, and other protected areas
- Amount of soil displacement; maintenance of duff and litter largely intact
- Amount of soil in piles

Project 5 Grapple Piling By the Hour

Measurable Performance Standards

- Compactness and size of piles
- Pile placement relative to residual vegetation, improvements, streamcourses/riparian reserves
- Avoidance of slopes >35%, streamcourses/riparian reserves, and other protected areas
- Amount of soil displacement; maintenance of duff and litter largely intact
- Amount of soil in piles

Project Number 6 Biomass Cutting and Removal - Non Harvest Units

Measurable Performance Standards

- Cutting of all conifers as specified above
- Removal of cut trees to landings or agreed upon disposal sites as specified above
- Piling or Decking of removed material in accordance with Piling and Decking contractual specifications
- Height of stumps after cutting