INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name :	Gypsy Stewardship	**Type of Contract :**	Premeasured
National Forest :	Ottawa	**Ranger District :**	Watersmeet
Bidding Method :	Sealed Bid		
Location to Receive Offers :	Watersmeet/Iron River Ranger District, E23979 US 2 East, Watersmeet, MI 49969		
Date : 01/12/2016	**Time :** 01:00 PM		

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 2400-13T 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 payment units, 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.

The Gypsy Stewardship Sale is located approximately 6 milles North of Watersmeet along US Hwy 45 then East along FR 5250 for approximately 3.75 miles then South on FR 4700 for 1.5 miles.

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 :							
Mixed Conifer	Sawtimber	CCF	20.00	$1.00	$30.25	$0.00	$5.06
Mixed Hardwood	Sawtimber	CCF	2.00	$1.00	$106.19	$0.00	$5.06
Red & White Pine	Sawtimber	CCF	701.00	$1.00	$96.34	$0.00	$5.06
Aspen	Pulpwood	CCF	824.00	$1.00	$40.48	$0.00	$5.06
Jack Pine	Pulpwood	CCF	3,225.00	$1.00	$71.59	$0.00	$5.06
Mixed Conifer	Pulpwood	CCF	172.00	$1.00	$16.58	$0.00	$5.06
Mixed Hardwood	Pulpwood	CCF	199.00	$1.00	$26.96	$0.00	$5.06
Pine	Pulpwood	CCF	398.00	$1.00	$90.26	$0.00	$5.06
	TOTAL	CCF	5,541.00			$0.00	$28,037.46

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

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of $52,584.00 is included in total value.

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			
1-001	Site Preparation for Jack Pine Regeneration - Anchor Chaining	Acres	20.00
1-008	Site Preparation for Jack Pine Regeneration - Anchor Chaining	Acres	22.00
1-009	Site Preparation for Jack Pine Regeneration - Anchor Chaining	Acres	18.00
1-011	Aspen Regeneration Site Preparation	Acres	9.00

5. PERIOD OF CONTRACT. The normal operating season covers the period between 06/01 and 11/30. Contract termination date is 11/30/2018. 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.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total offer value for included timber, rounded up to the nearest $100 when the total offer value is $10,000 or less; and rounded up to the nearest $1000 when the total offer value exceeds $10,000; or $37700, whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be at least 12 months past the contract termination date.

8. SPECIFIED ROADS. The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the 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 *
FR4745-B1	FR4745-B1	D	0.12 / 0.19	$540.00	C

* C = Construction
R = Reconstruction

Total estimated road construction cost allowed in appraisal is $540.00

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. Not Applicable.

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, 801 S Waverly RD, STE 306 LANSING, MI 48917, 517-377-1892.

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.

CUTTING DESIGNATION. Cut Tree Marking. All trees within Payment Unit(s) 07 and 12 identified as Cut Tree Marked (CTM) on the Sale Area Map, are designated for cutting when marked with paint, as follows:

Payment Units 07 - Blue Paint

Payment Unit 12(ROW) - Yellow Paint

Sawtimber Trees are marked with one slash of paint at eye level or higher on 2 opposite sides of the tree, with 2 stump marks.

Pulpwood Trees are marked with one paint slash at eye level or higher on 2 opposite sides of the tree, with 1 stump mark.

If there are multiple stems originating from a single stump (or where 2 trees have grown together) with each stem qualifying as an individual tree, there will be a corresponding stump mark for each tree in the clump.

Non-merchantable or sub-standard trees marked in drop-zones, or present a felling hazard for marked trees, or trees in ROW clearings >=3" DBH may be marked with an "X" at eye level with a stump mark. THESE trees may be cut, but not removed, during operations.

In addition to CTM trees described above, in Payment Unit(s) 03, 04, 05, 06 and 10, all merchantable trees that meet minimum merchantability specifications in AT.2 EXCEPT Oak, Elm, Hemlock, Cedar or SINGLE ORANGE PAINT-BANDED LEAVE TREES, are designated for cutting. ADDITIONAL TREES to be cut are identified with opposing BLUE PAINT slash at eye level with stump marks. These payment units are identified by DxSPP/LT on the Sale Area Map.

In addition to CTM trees described above, in Payment Unit(s) 02 all merchantable trees that meet minimum merchantability specifications in AT.2 EXCEPT Oak, Elm, Hemlock, Cedar or SINGLE ORANGE PAINT-BANDED LEAVE TREES, are designated for cutting. ADDITIONAL TREES to be cut are identified with opposing GREEN PAINT slash at eye level with stump marks. These payment units are identified by DxSPP/LT on the Sale Area Map.

Designation by Species and Diameter. All trees that meet minimum merchantability specifications in AT.2 EXCEPT Oak, Elm, Hemlock or Cedar in Payment Unit(s) 01, 08, 09 and 11, are designated for cutting. These payment units are identified by DxSPP on the Sale Area Map.

Trees that are undesignated at time of contract award may be added to Included Timber when designated, by Seller, in the manner described above. Volume determination and payment of appropriate charges is required PRIOR to the cutting or felling of additional trees.

Prospective Bidders may request the cruise information from the Watersmeet/Iron River Ranger District office. YOUR REQUEST FOR INFORMATION WILL REMAIN CONFIDENTIAL.

PAYMENT UNIT BOUNDARY TREES. Exterior boundaries are marked with 3 ORANGE paint slashes above stump height; interior boundaries are marked with 2 ORANGE paint slashes above stump height on each side of the boundary. Boundary trees are also marked below stump height. Paint marks face to the INSIDE of the Payment Unit. BOUNDARY TREES ARE NOT TO BE CUT.

ROADS. All roads necessary to log this area will be approved by the Forest Service prior to maintenance/re-construction/construction. Prospective purchasers should determine, before bidding, whether existing roads they plan to use are available for log hauling. THE SAMPLE STEWARDSHIP CONTRACT (KT-FT.1.2#) AND THE CONTRACT AREA MAP LIST/SHOW ROADS AVAILABLE FOR USE (i.e., Hauling Prohibited, Use Prohibited, and/or Use Restricted).

Appraisal allowances were made for Pre-haul maintenance requirements (KT-FT.3.1# - Road Maintenance Requirements lists miles of road for each road). Purchaser shall perform pre-haul maintenance on an estimated 2.55 miles of roads at an estimated cost of $12,000.00. Appraisal allowances were also made for Purchaser required re-current and post haul maintenance; and, for deposits Purchaser is required to pay for roads the Forest Service will maintain. QUANTITIES OF WORK AND COST ESTIMATES ARE AVAILABLE UPON REQUEST.

Normal Season of Use. Cost allowances and maintenance requirements are based on the normal season of use and the standard of the specific road.

Material Sources (pit run gravel sources) are listed on the Sale Area Map and on Plans. For this timber sale, the Pit Source is the North Jaybird Pit located at T46N R38W Section 30.

In addition to earthwork and typical grading, Pre-Haul Maintenance includes: (see Prehaul Maintenance road plan for more information)
Furnish, Haul and Place 60 CY (78 CY Loose) Crushed Aggregate
Haul and Place 165 CY (215 CY Loose) Pit Run Gravel. This includes 75 CY (97.5 CY Loose) for during haul maintenance.

Specified Road Construction includes:
0.12 miles of construction - See Specified Road Plan for more information.

Snowplowing. No Snowplowing has been appraised for this sale.

Haul Route. The designated haul route is north on FR4700 to FR5250 then west to USHWY 45. Hauling south on 4700 is prohibited due to a truck weight limitation on the bridge over the Middle Branch of the Ontonagon River.

TEMPORARY DEVELOPMENTS. The location and clearing widths of all temporary roads, landings, and skid trails will be agreed to before construction is started. This also includes the use of EXISTING temporary developments. After a temporary development has served the Purchaser's purpose, the road will be closed by the purchaser or as otherwise directed by the Forest Service. There are 2 planned Temporary Developments to access Payment Units 01 and 11. Estimated cost is $850.00, work includes road clearing and shaping.

TEMPORARY ROAD CLOSURES. Berm will be placed at an angle of 30 to 45 degrees, relative to the road. Dig a trench, 12 to 18 inches below the surface of the road or trail, and extend it to both sides of the road to prevent runoff from bypassing the berm/waterbar. The uphill end should extend beyond the side ditch of the road and into the earth berm to intercept any ditch flows. The outflow end is to be fully open and extended far enough beyond the edge of the road or trail to safely disperse runoff onto the undisturbed forest floor. When placement of the closure device does not require the berm to also function as a waterbar for drainage, the trench will not be required. Height of the berm will be approx 4 feet. Rocks/boulders, logging slash, cull logs, and stumps may be incorporated into the ridge of earth during construction as long as proper drainage is maintained and the road is completely blocked; unless otherwise agreed in writing.

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

Within Payment 01, 03, 04, 07-09, 11: Harvest Operations are restricted during the period of 3/16 through 05/31 (due to soils).

Within Payment Units 02, 05, 06 and 10: Harvest Operations are restricted during the period of 3/16 through 7/14 (due to soils and protection of residual stems).

Within the Contract Area, decked pine and other conifer material must be removed from the Contract Area within 30 days of cutting to minimize the potential breeding areas for pine beetles during the period of May 1 thru September 30.

Pit restoration (per specifications) in the North Jaybird Pit will be accomplished no later than the end of each Operating Season.

Prohibited operations/activities: NA

SKIDDING AND YARDING REQUIREMENTS. Within Payment Units, as shown on the Contract Area Map with symbol "SYR":

SYR(1): All Included Timber shall be skidded/forwarded out of Payment Unit 04 to a landing location designated by the Forest Service within Payment Unit 05.

SYR(2): All Included Timber shall be skidded/forwarded south out of Payment Unit 09 to a landing location designated by the Forest Service along FR4751.

SLASH DISPOSAL MEASURES. In addition to standard contractual requirements in the Sample Timber Sale Contract, the following requirements are specific to this contract.

SDZ - Slash resulting from construction clearing (such as from landings and right-of-way clearing associated with pre-haul maintenance requirements listed in Special Provision KT-FT.3.1#), Specified Road Construction and Specified Road Reconstruction, shall be lopped and scattered to lie within 3 feet of the ground. All root wads shall be severed from the stem and righted on the ground or otherwise disposed of as directed by the Forest Service, concurrent with operations.

SDZ(1) - as shown on the Sale Area Map in Payment Units 08 and 10, within a strip 25 feet in width, measured from the forested edge of the road along FR4700, all slash resulting from the Purchaser's operations shall be removed; within an adjacent strip 25 feet in width, all slash shall be lopped and scattered to lie within 3 feet of the ground. SDZ(1) shall be performed concurrent with operations.

SDZ(2) - Within the Sale Area, except as specified elsewhere in this Contract, all debris/slash resulting from the use of slashers/processors or similar equipment shall be removed from landings and roadsides and scattered to lie within 3 feet of the ground or otherwise disposed of as directed by the Forest Service, concurrent with operations.

Material described above used in the construction of closure berms is excluded from this requirement.

SAFETY. Unless otherwise agreed in writing, when Purchaser's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Purchaser shall furnish, install, and maintain all temporary traffic controls that provide the user [of the road] with adequate warning of hazardous or potentially hazardous conditions associated with the Purchaser's Operations. Purchaser and Forest Service shall agree to a specific Traffic Control Plan for each individual project prior to commencing operations. Except as otherwise agreed, flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" and as shown on Plans, Sale Area Map, Traffic Control Plan, or in specifications included in the Sample Timber Sale Contract.

The Contract Area Map indicates the approximate location of required temporary traffic control signs for this timber sale. An appraisal allowance was made for the installation and maintenance of these signs.

Standard Provision BT6.81 - Product Identification (in the Sample Contract) will be waived by the Contracting Officer upon Contract Award. This provision is applicable west of the 100th Meridian.

DAMAGES. Prospective purchasers are cautioned that cutting or otherwise damaging any timber, tree, or other forest products, is PROHIBITED (36 CFR). This regulation also applies to the cutting, chipping, or chopping of trees to determine tree suitability for specialty products, and merchantability, within the Sale Area.

The Market Related Contract Term Addition Producer Price Index (AT17 of the SAMPLE CONTRACT) is the Wood Chips Index #3211135. The successful bidder may request a change in Index, with WRITTEN JUSTIFICATION, prior to final execution of the Timber Sale Contract. This request is subject to approval.

Linda L. Jackson
Forest Supervisor

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027 found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all

of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410: (2) fax: (202)690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer and lender.

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	50%
B. Technical Approach	30%
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	10%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	10%
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 approximately equal to 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.