

## INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

<b>Stewardship Contract Name :</b>	Pliny Fire Salvage Stewardship	<b>Type of Contract :</b>	Scaled
<b>National Forest :</b>	Eldorado	<b>Ranger District :</b>	Georgetown
<b>Bidding Method :</b>	Sealed Bid		
<b>Location to Receive Offers :</b>	Placerville, CA		
<b>Date :</b>	06/06/2016	<b>Time :</b>	02:00 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 2400-13 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, 14, 15, 20-23 and 26-33, T. 14N., R. 14E., Sections 4, 8, 9, 16, 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
<b>Mandatory Timber Cutting Units :</b>							
Douglas Fir	Sawtimber	MBF	1,794.00	0	\$6.00	\$0.00	\$2.94
Incense Cedar	Sawtimber	MBF	4,714.00	0	\$10.00	\$0.00	\$2.94
Ponderosa Pine	Sawtimber	MBF	5,952.00	0	\$10.00	\$0.00	\$2.94
Sugar Pine	Sawtimber	MBF	2,638.00	0	\$10.00	\$0.00	\$2.94
White Fir	Sawtimber	MBF	13,558.00	0	\$6.00	\$0.00	\$2.94
<b>TOTAL</b>		<b>MBF</b>	<b>28,656.00</b>			<b>\$0.00</b>	<b>\$84,248.64</b>

**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.

**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)
<b>Mandatory Stewardship Work Items</b>			
1	Biomass Cutting and Removal	Acres	477.00
2	Machine Piling By the Hour	Each	100.00
<b>Optional Stewardship Work Items</b>			
4	Grapple Piling By the Hour	Each	50.00
3	Biomass Cutting and Removal	Acres	1,242.00

**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 *

13N73A T	TEMP ROAD	C	0.68 / 1.09	\$9,651.00	C
14N12BA	12BA	C	0.64 / 1.03	\$11,725.04	R
13N42EA	42EA	C	0.21 / 0.34	\$5,983.80	R
14N08E	BELIX SPRING	C	1.7 / 2.74	\$2,814.71	R
14N08F	BELIX TRAIL	C	1.76 / 2.83	\$6,711.44	R
13N73	BIG GRIZZLY CAN NO SPUR	C	1.07 / 1.72	\$6,609.31	R
14N09	CHIPMUNK RIDGE	C	1.44 / 2.32	\$2,233.44	R
14N19A	COLD SPR WATERHOLE	C	0.04 / 0.06	\$243.00	R
14N19	DESERT COLD SPRINGS	C	1.19 / 1.92	\$2,049.18	R
13N74	DEVIL PEAK	C	1.82 / 2.93	\$2,356.90	R
14N10E	EAST LITTLE WALLACE CAN	C	2.6 / 4.18	\$11,799.30	R
13N73A	GRIZZLY TERRACE	C	0.68 / 1.09	\$7,900.84	R
13N42E	INDIAN ROCK	C	0.75 / 1.21	\$9,959.00	R
14N12	LONG JOHN CREEK	C	0.82 / 1.32	\$5,673.04	R
14N12B	LONG JOHN SPUR	C	0.5 / 0.8	\$8,243.35	R
13N39	MCCULLOH RIDGE	C	3.2 / 5.15	\$4,976.00	R
ALL	MOBILIZATION	C	0.1 / 0.16	\$7,000.00	R
13N10	NEVADA POINT WEST	C	1.41 / 2.27	\$3,190.50	R
13N42	UPPER ROOST CANYON	C	2.58 / 4.15	\$2,373.60	R
14N53	WALLACE CANYON	C	1.33 / 2.14	\$2,472.07	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 \$113,965.52

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 \$153,853.44. 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.

**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, 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 fire salvage timber sale resulting from the King Fire of 2014.

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.

This is a deficit sale. For further information refer to contract appraisal (FS-2400-17)

- a. The specific geographic tributary area that would apply for the granting of adjustments on existing sales is (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 damage 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.

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. It is highly unlikely that the Forest Service will grant a contract term extension on the sale.

A Special Non-Recurrent Contract Provision, K-G.4.2# - Ground Based Skidding: SL is included in this contract. This provision requires Purchaser to hand fall and Swing Log trees designated for cutting under K-C.3.5# Designation of Timber, Cutting Unit Boundaries, and Subdivision/Payment Unit Boundaries (06/2012) and K-G.9# Stewardship Projects (09/2004) in Units 101a, 101b, 312a, 331a, 510a, 568b, 667a and 901a shown on Sale Area Map.

Within Swing Logging units, Included Timber will be directionally felled by hand toward agreed upon skid trails to facilitate removal. In SL units, Purchaser shall move felled trees to designated landings or other agreed upon locations using a heel-boom loader or hydraulic excavator with grapple head. Swing Logging equipment shall be equipped with a boom having an operating radius of at least 35 feet for moving Included Timber. Swing Logging equipment must be capable of operating on slopes up to 35%. Swing Logging equipment will be confined to agreed-upon skid trails.

All dead trees and portions thereof that meet Utilization Standards or that were fell in accordance with K-G.9# Stewardship Projects (09/2004) shall be removed to the extent that the felled trees can be removed with the Swing Logging equipment confined to the agreed upon skid roads. All trees or portions of trees will be fully suspended during removal operations within designated Swing Logging Units. When agreed,

individual trees designated in accordance with K-C3.5# from which less than approximately 50% of the merchantable portion cannot be Swing Logged or trees designated in accordance with K-G.9# from which approximately 75% of the gross volume cannot be Swing Logged may be left standing.

## 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 28,656 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 unit and shovel units, along specific road systems identified as a unit in the paragraph below and Stewardship Project #2 (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.

In all cutting units except 203a, 306a, 532c, 900, 901, 902 and 902a, all coniferous trees with no green foliage as viewed from the ground (100% brown foliage or no foliage) and meets the minimum specs in A.2 are designated for cutting. In addition, notwithstanding K-C.3.5# Hazard Trees, 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 203a, 306a, 532c, 900, 901, 902 and 902a, all coniferous and hardwood trees greater than 6 inches 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. Trees that will not reach the road are NOT designated in these 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 felled, 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 400 acres.

4. Surface Replacement Deposits. Sale average is \$6.49/MBF and will be paid in addition to Road Maintenance (\$2.94/MBF) and stumpage deposits.

a. Water use. See Contract Area Map for specific locations of water drafting site. Because of the severe drought conditions we recently experienced in the Region, the previously sold Caesar Fire Salvage Stewardship 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. It is intended that this water source will be made available for this contract. 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 and the water tower described above may not be installed. Complete dust abatement shall be continuous as needed to control dust.

b. 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.

c. Approximately .25 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.

d. The maintenance of road 14N10 native surface and aggregate base sections 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.

e. Maintenance of the Eleven Pines 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.

f. K-F.1.1# - Requirements of Rights of Way and Land Use Agreements. A temporary access permit will be granted by Simorg West Forests, LLC for the use of road 13N73A. The permit requires a payment of \$500.00 directly to Simorg West Forests, LLC and will be paid by the contractor prior to reconstruction or use of the road.

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

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) from the time of contract award 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.

For the 2016 operating season, in portions of units listed, all harvest, stewardship projects and road/landing reconstruction are prohibited during the LOP (Limited Operating Period) from contract award through the completion of surveys or September 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 February 15th through September 15th in areas where goshawks are discovered.

In units 101a, 101b, 312a, 331a, 510a, 568b, 667a and 901a, Forest Service Shall be notified 5 days prior to any operations within units listed and shown as orange on the Contract Area Map for control of operations in Controlled Areas. In addition equipment is not allowed to operate off of designated skid trails.

Units 306, 310, 515, 547 and 568 have a total of fifteen 5.0 acre areas shown as CA-4 on Contract Area Map. Any trees painted with orange paint in these zones are to be retained. Boundaries have pin flags in the ground and corners are identified. Five of the fifteen plots are located within areas shown as "Leave Islands" on the Contract Area Map. All trees within the "Leave Islands" are painted in orange and shall be retained. There should be no skidding within or falling into these "Leave Islands".

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 designated on the Contract Area Map as Leave Islands.

All water sources must be approved before use. Forest Service will be given 5 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 20 acres of Special Erosion Prevention Control work will be required as shown on Contract Area Map.

#### 7. STEWARDSHIP PROJECTS

#### 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.

c. Due to the rapid deterioration of the fire killed timber and in order to facilitate removal of the included timber, it will be necessary to operate at the highest production level possible with minimal delays. We also recognized the fact that we are harvesting timber in areas where the fire burned very hot with the fire consuming the ground and ladder fuels. As a result, there is little risk of an operations fire spreading at a rate that is difficult to control. Therefore, operations will be allowed to continue at a PAL level C on days with predicted PALs levels of D, EV and E.

The Forest Service reserves the right to revoke this decision if the current fire suppression situation, weather and vegetative conditions warrant a change.

The successful offeror shall register in the Central Contractor Registration (CCR) at [www.ccr.gov](http://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.

<u>Factor</u>	<u>Approximate Weight</u>
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 \_\_\_\_\_ 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.



PROSPECTUS: Pliny Fire Salvage Stewardship

K-G.9# - STEWARDSHIP PROJECTS.

Unit Number	Logging Type	Acres	Project 1 - Mandatory Biomass Cutting and Removal	Project 2 - Mandatory Machine Piling by the Hour	Project 3 - Optional Biomass Cutting and Removal	Project 4 - Optional Grapple Piling by the Hour
24	Conventional	2	--	--	2	--
42	Conventional	3	--	--	3	--
43	Conventional	13	--	--	13	--
52	Conventional	16	--	--	--	--
101	Conventional	163	--	--	163	--
104	Conventional	15	--	--	15	--
203	Conventional	189	--	--	189	--
301	Conventional	52	--	--	52	--
303	Conventional	14	--	--	--	--
304	Conventional	39	--	--	39	--
306	Conventional	119	--	--	119	--
310	Conventional	127	--	--	127	--
312	Conventional	96	96	--	--	--
318	Conventional	10	10	--	--	--
320	Conventional	17	17	--	--	--
323	Conventional	54	54	--	--	--
325	Conventional	11	11	--	--	--
326	Conventional	35	35	--	--	--
330	Conventional	39	--	--	39	--
331	Conventional	8	--	--	8	--
332	Conventional	85	--	--	85	--
333	Conventional	97	--	--	97	--
403	Conventional	13	--	--	13	--
404	Conventional	4	--	--	4	--
510	Conventional	77	--	--	--	--
512	Conventional	13	--	--	--	--
515	Conventional	277	--	--	--	--
527	Conventional	7	7	--	--	--
530	Conventional	8	--	--	--	--
532	Conventional	11	--	--	--	--
537	Conventional	26	--	--	26	--
539	Conventional	29	29	--	--	--
540	Conventional	54	--	--	54	--

PROSPECTUS: Pliny Fire Salvage Stewardship

Unit Number	Logging Type	Acres	Project 1 - Mandatory Biomass Cutting and Removal	Project 2 - Mandatory Machine Piling by the Hour	Project 3 - Optional Biomass Cutting and Removal	Project 4 - Optional Grapple Piling by the Hour
541	Conventional	7	--	--	7	--
547	Conventional	36	36	--	--	--
554	Conventional	6	--	--	6	--
555	Conventional	4	--	--	4	--
556	Conventional	10	--	--	10	--
563	Conventional	56	--	--	56	--
564	Conventional	6	--	--	--	--
565	Conventional	25	--	--	--	--
568	Conventional	49	--	--	49	--
663	Conventional	33	--	--	33	--
666	Conventional	52	52	--	--	--
667	Conventional	6	--	--	6	--
669	Conventional	94	94	--	--	--
900	Conventional	12	--	--	--	--
901	Conventional	87	--	--	--	--
902	Conventional	24	--	--	--	--
101a	Swing (SL)	0.9	0.9	--	--	--
101b	Swing (SL)	0.3	0.3	--	--	--
203a	Conventional	7	--	--	--	--
306a	Conventional	21	--	--	--	--
312a	Swing (SL)	4	4	--	--	--
331a	Swing (SL)	12	12	--	--	--
510a	Swing (SL)	11	11	--	--	--
532a	Conventional	4	--	--	--	--
532b	Conventional	6	--	--	--	--
532c	Conventional	8	--	--	--	--
556a	Conventional	2	--	--	2	--
568a	Conventional	9	--	--	9	--
568b	Swing (SL)	5	5	--	--	--
666a	Conventional	2	--	--	2	--
667a	Swing (SL)	0.8	0.8	--	--	--
667b	Conventional	10	--	--	10	--
901a	Swing (SL)	2	2	--	--	--
902a	Conventional	37	--	--	--	--
	Totals	2372	477	100	1242	50

**Project # 1 Mandatory - Biomass Cutting and Removal**

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 specified swing logging harvest units (101a, 101b, 312a, 331a, 510a, 568b, 667a and 901a ) 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 in accordance with K-G.4.2# Ground Based Skidding (Swing logging). 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.
3. 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.
4. All stump heights, shall meet the requirements as stated in A.6

**Project #2 Mandatory - 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 #3 Optional - Biomass Cutting and Removal**

5. 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.
6. 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.
7. All stump heights, shall meet the requirements as stated in A.6

**Project #4 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.

**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 3: Biomass Cutting and Removal (Conventional and Swing 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 Machine Piling By the Hour**

Measurable Performance Standards

- Compactness and size of pile and 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 4 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