

## INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name: GILSON STEWARDSHIP      Type of Contract: Tree Measurement

National Forest: Plumas      Ranger District: Mount Hough

Method: Best Value

Location to Receive Offers: Supervisor's Office  
Address: 159 Lawrence Street, Quincy, CA

Date: July 5, 2016      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 sample contract and make their own estimates. Integrated Resource Timber Contract form (2400-13/13T) will be used. Inspect the contract area and the sample contract before submitting an offer. Obtain the appraisal, other information on the timber and stewardship work items, and conditions of offering at Forest Service offices listed above and in the named attached advertisement.

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

**2. OFFERING.** This is a BEST VALUE OFFER Stewardship Contract. Offerors must submit sealed offers on prepared forms they can obtain from Forest Service offices listed above and in the attached advertisement. The forms include instructions for offering and submission of the required certifications and technical proposal. 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. Please note that while all technical factors, when combined, are of equal importance with price, under the **Technical Approach** factor, an increased weight has been given for the evaluation of BEST VALUE.

### **3. LOCATION AND DESCRIPTION OF TIMBER AND STEWARDSHIP WORK**

**ITEMS.** Refer to the sample contract and contract area map attached to the sample contract for legal location of contract area, location of payment units (Substitute “subdivision” for “payment unit” for scaled contracts.), 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 Gilson Stewardship contract area is located approximately 8 miles north of Quincy in Plumas County, California; within the Mt. Hough Ranger District, Plumas National Forest. The legal location is T25N, R9E, Sections 12, 13 and 24; T25N, R10E, Sections 17, 18, 19 and 20; MDBM. Best access is from PC 403 (road to Mount Hough Lookout).

Gilson Stewardship is a tree measurement sale comprising of six (6) Payment Units: four (4) group selection Payment Units, with a total of 37 subunits, and two (2) commercial thin Payment Units, totalling 77.0 acres. The total estimated cruised saw log volume to be cut and removed to a log processing facility is 1,581 CCF or 788 MBF which equates to 20.5 CCF/acre or 10.2 MBF/acre. Trees designated for removal are marked with BLUE tracer paint (ref. KT-CT.3.5# in the sample contract). The estimated volume per species is: ponderosa pine - 205 CCF or 103 MBF, sugar pine - 248 CCF or 129 MBF, white fir - 554 CCF or 271 MBF, Douglas fir - 357 CCF or 187 MBF and incense cedar - 217 CCF or 98 MBF. Biomass selection for cutting is designated by spacing, except in group selection subunits where all biomass is to be cut.

The Stewardship Work Items are as follows: #1, MANDATORY, 77 acres to cut and skid all biomass size whole trees to available landings (exclude hardwood species), then decking all biomass trees in up to 22 landings (11.0 acres). #2, MANDATORY, repair of the Bell Hill Recreation Trail on temporary roads used for log haul and skid. All decked biomass trees will be available for purchase as Timber Subject to Agreement.

Contractual boundaries of the commercial thin Payment Units are marked as follows: Boundary line trees are marked with ORANGE tracer paint at eye level with three (3) horizontal slash marks facing into the interior of the Payment Unit and vertical marks on each side of the tree facing the boundary line. Yellow boundary posters with sale name and Payment Unit numbers are intermittently stapled to boundary trees.

Contractual boundaries for the group selection subunits, within the 4 group selection Payment Units, are marked as follows: Boundary line trees are marked with PINK tracer paint at eye level with three (3) horizontal slash marks facing into the interior of the unit and vertical marks on each side of the tree facing the boundary line. Yellow boundary posters with sale name and group selection Payment Unit numbers are stapled to boundary trees. The boundaries are not marked for these Payment Units.

**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**

				Rates Per Unit of Measure				
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Total Bid (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
<b>Mandatory Timber Cutting Units:</b>								
Douglas Fir	Sawtimber	CCF	357	\$6.06	\$56.59	//////////	\$3.01/CCF	NA
Incense Cedar	Sawtimber	CCF	217	\$6.57	\$32.47	//////////	\$3.01/CCF	NA
Ponderosa Pine	Sawtimber	CCF	205	\$5.33	\$10.80	//////////	\$3.01/CCF	NA
Sugar Pine	Sawtimber	CCF	248	\$5.63	\$16.08	//////////	\$3.01/CCF	NA
White Fir	Sawtimber	CCF	554	\$1.72	\$13.67	//////////	\$3.01/CCF	NA
TOTAL	Sawtimber	CCF	1,581			//////////		
<b>Minimum Acceptable Total Bid for Mandatory Timber Cutting Units, 14(i)</b>						<b>\$41,023.64</b>		
<b>Only the Fixed Rate Applies.</b>						<b>Fixed Rate</b>		
N/A								

**Timber Subject To Agreement Rates per Unit of Measure**

				Rates Per Unit of Measure				
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Total Bid (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
All	CS	CCF	N/A	\$0.25	\$0.25	//////////	\$3.01/CCF	NA

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.

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$ **7,016** is included in total timber 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)
<b>Mandatory Stewardship Work Items:</b>			
1	Cut all biomass size trees in all Payment Units and skid to landings. Deck trees in landings.	Acres	77.0
2	Repair of Recreation Trail tread on existing temporary road used for haul and skid.	mile	0.7

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 05/31 and 10/31.

The contract termination date is December 31, 2017. Extensions of this contract may be granted only when the Contractor has met specified conditions.

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 maximum penal sum of the bond will be \$\_\_\_\_\_. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be in accordance with the Contracting Officer’s letter.

**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.

<b>Road Number</b>	<b>Road Name</b>	<b>Traffic Service Level</b>	<b>Approximate Miles</b>	<b>Estimated Road Construction Cost</b>	<b>Type of Work *</b>
N/A					

\* C = Construction  
R = Reconstruction

**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 Section KT-FT.3.5# and in the sample contract. Maintenance specifications are in the sample contract.

10. **INAPPLICABLE STANDARD PROVISIONS.** See the attached sample contract.

11. **SPECIAL K(T) PROVISIONS.** See sample contract.

12. **FINANCIAL ASSISTANCE.** The Small Business Administration (SBA) may be able to assist small business concerns in financing construction of specified roads listed in the sample contract. Such SBA assistance, if available, may be in the form of guaranteed bank loans or direct participation SBA loans. Applicants must meet SBA size and eligibility requirements. **APPLICANTS ALSO MUST MEET CREDIT REQUIREMENTS OF SBA AND/OR A LOCAL BANK. APPROVAL OF LOAN ASSISTANCE RESTS WITH SBA AND IS CONTINGENT ON AVAILABILITY OF LOCAL FUNDS OR SBA FUNDS. FAILURE TO BE ELIGIBLE OR TO OBTAIN A LOAN IN NO WAY AFFECTS REQUIREMENTS OF OFFER FOR ADVERTISED TIMBER OR THE STEWARDSHIP CONTRACT.** If requested by the Contractor, the stewardship contract can provide repayment of direct SBA loans through the Forest Service as the timber is cut.

13. **SET-ASIDE CONTRACTS.** Not Applicable

14. **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.

15. **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.

16. **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 a 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.

**17. 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."

**18. 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.

**19. 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.

**20. 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.

## **21. GENERAL.**

### **EVALUATION OF CRITERIA**

Under Technical Approach factor, increased weight has been given for the evaluation of ‘Best Value’ to accommodate for biomass removal capability. Please refer to the Evaluation Factor table, located on pages 18 and 19 of this Prospectus.

**THIS IS A TREE MEASUREMENT SALE. THE VOLUMES REPRESENTED IN THE CONTRACT ARE THE FOREST SERVICE ESTIMATE OF THE AMOUNT TO BE CUT.** This sale was cruised to Forest Service Manual and Handbook requirements for a tree measurement sale. Copies of the cruise may be viewed at the Mt. Hough Ranger District Office, 39396 Hwy 70, Quincy, Ca. QMD information: Sawtimber – 14.4 inches, Non-Sawtimber – 6.4 inches.

FSEIS/ROD for Empire Vegetation Management Project, signed by the Forest Supervisor, May 31, 2007.

**FLAT RATES:** (AT 4.2) Species and products are to be paid at Flat Rates.

**Form AD-3030-FS, Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants.** Corporations submitting an offer under this solicitation must include this form. Copies 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/form-management/approved-computer-generated-forms>.

**LIMITATION OF LIABILITY**

This is to notify prospective bidders on the Refuge Stewardship Project that a PRE-AWARD WAIVER, RELEASE, AND LIMITATION OF LIABILITY AGREEMENT will likely be required prior to award of this contract. A sample of this agreement is available at the Mt. Hough Ranger Station, 39696 Hwy 70 ,Quincy, CA 95971.

**KT-CT.1.1# TIMBER SUBJECT TO AGREEMENT (Sample Contract)**

Cutting, skidding and decking of biomass trees on landings is mandatory, however decked biomass trees are available for purchase and removal by contractor under Timber Subject To Agreement.

**KT-GT.9# STEWARDSHIP WORK ITEMS (Sample Contract)**

**Project Work Item #1 MANDATORY (All Payment Units): Cut, Skid and Deck**

**Cut and Skid Biomass-size Trees**

• Payment Unit 3A	DFPZ	7.5 acres
• Payment Unit 5A	DFPZ	2.7 acres
• Payment Unit 1	11 Group select cutting subunits	19.6 acres
• Payment Unit 2	5 Group select cutting subunits	9.2 acres
• Payment Unit 4	14 Group select cutting subunits	25.0 acres
• <u>Payment Unit 5</u>	<u>7 Group select cutting subunits</u>	<u>13.0 acres</u>
SUBTOTAL =		<b>77.0 acres</b>

**1. Project Boundary Description:**

The cutting unit boundaries are the same as Payment Units 3A and 5A whose boundaries are painted in *ORANGE* facing into each Payment Unit. The Group Selection cutting subunit boundaries are painted in *PINK* facing into each subunit. See KT-CT.3.5# Designation of Timber and Unit Boundary for Payment Units).

**2. Maps:**

Work Item Units are included in the Contract Area Map (CAM).

**3. Cutting of Biomass Trees:**

Biomass trees are those Combined Softwood species which meet Utilization Standards for Grn Bio Cv in AT.2 and are designated for cutting, pursuant to: KT-CT.3.5.1# Designation by Spacing for Payment Units 3A and 5A, and KT-GT.9# Stewardship Project Work Items for Payment Units 1, 2, 4 and 5.

#### 4. Control Of Operations:

Within a given Payment Unit, the Contractor has up to 30 days to complete the cutting, skidding and decking of biomass, after sawlogs are removed (KT-GT.3.1.5# Project Operations Schedule).

#### 5. Decking Of Biomass Trees:

Deck to a maximum of 15 feet tall with the width and length to be within the bounds of the established landing (see Specifications Pursuant to KT-GT.7# Slash Treatment). If the landing will not facilitate the entire amount of biomass material, then the landing may need to be enlarged by agreement.

#### 6. Decked Biomass Trees

Decked biomass trees can be purchased and removed under KT-CT.1.1# Timber Subject to Agreement. Refer to AT.2 Combined Softwood for size specifications.

### **Project Work Item #2 MANDATORY (Payment Units 1 and 2): Repair of Bell Hill Recreation Trail on temporary roads used for haul and skid**

1. Repair of the Bell Hill Recreation Trail to its original condition to the following specifications:
  - Full tread width of 24 inches
  - All contractor created slash and debris removed from the trail prism.
  - Where the trail crosses a waterbar the trail tread is to leave a minimum of 6 inches of crossing depth.
2. Work Item is referred to and shown in the Contract Area Map (CAM).

#### DEPOSITS (Sample Contract)

1. Surface Replacement Deposits of \$ 2.93 /CCF will be collected (KT-FT.3.5# Requirements of Road and Water Supply Use).
2. Slash Disposal Treatment Deposits of \$ 3.01 /CCF will be collected (AT.4.2 Flat Rates)

#### GT.3.5 EQUIPMENT CLEANING (Sample Contract)

1. Prior to moving Off-Road Equipment onto the contract area, Contractor is required to either: 1) clean equipment of seed, soil, vegetative matter, and other debris that could contain or hold seeds and coordinate with Forest Service for inspection/acceptance, or 2) submit documentation to Forest Service for review/approval that equipment last operated in an area free of invasive species of concern. A list of noxious weeds of concern to the Forest Service is available for Contractor's inspection at the Supervisor's Office or District Ranger Station. If the location of prior operation cannot be identified and verified as free of invasive species of concern, the Contractor shall assume that the prior location is infested with invasive species of concern.
2. The Contract Area Map (CAM) does indicate noxious weed (invasive species of concern) locations, primarily along the haul route.. If a site is discovered in a Payment Unit, prior to moving any off-road equipment from that Payment Unit, or through any other area that is shown as being free of invasive species, Contractor shall clean such equipment and shall notify Forest Service and schedule an inspection by Forest Service for acceptance that equipment is free of seed, soil, vegetative matter, and other debris that could contain or hold seeds.

SPECIAL ROAD CONSIDERATIONS (Sample Contract)

1. A Traffic Control Plan and other safety requirements as outlined in GT.3.3 Safety, are necessary for operation on or adjacent to Forest Service Roads and Trails.
2. Contractor will be required to fell all designated hazard trees along roads within Gilson Stewardship Contract Area and/or National Forest System Roads designated for transport of forest products in accordance with contract provision KT-GT.3.5# - Designation of Timber. All hazard trees will be marked with blue tracer paint by Forest Service in advance of Contractor falling any other timber in the vicinity.
3. Contractor's ability to use National Forest water supply locations to abate dust may be limited due to site maintenance or drought conditions. In order to meet dust abatement requirements in KT-FT.3.1# - Road Maintenance Requirements, Table B - Dust Abatement Plan, the use of magnesium chloride may be needed should National Forest water supply locations be inaccessible or have inadequate flow levels, which could limit or exclude their use.

KT-GT.3.1.5# PROJECT OPERATIONS SCHEDULE (Sample Contract)

1. Protection of Soil - Operations may occur when soil is dry; that is, in the spring when soil moisture in the upper 8 inches is not sufficient to allow a soil sample to be squeezed and hold its shape, or will crumble when the hand is tapped. In the summer and early fall after storm event(s) when soil moisture between 2-8 inches in depth is not sufficient to allow a soil sample to be squeezed and hold its shape, or will crumble when the hand is tapped. Winter operations may occur only when the ground is frozen to a depth of 5 inches or over 8 inches of well packed snow.
2. Control of Operations - Within a given Payment Unit, the Contractor has up to 30 days to complete the cutting, skidding and decking of all biomass trees. If the contractor decides to purchase this biomass, the contractor will have the life of the contract to remove it.
3. Tillage, as specified in KT-GT# Erosion Prevention and Control, of all landings and skid trail approaches to 200 feet from the landings at slopes less than 25% will be required prior to the closing of a Payment Unit. Tillage includes all NEWLY constructed temporary roads. For tillage, to achieve the best results and prevent additional soil damage, a winged subsoiler should be used.

<u>Areas to Till</u>	<u>Tillage depth (inches)</u>	<u>Maximum Acres to Treat</u>
Landings (slash/no slash)	<b>18</b>	<b>11.0</b>
Main Skid Roads and Tractor Roads (minimum of 200 feet up to a 25% slope from each landing) designated by Forest Service.	<b>18</b>	<b>2.0</b>

Bell Hill Recreation Trail

Temporary road, occupied by the trail, used for logging operations (See CAM):

- No decking of landing piles on trails. Trails are to remain open after it has served contractor’s purpose (GT.6.3.1). Contractor agrees to construct cross ditches and waterbars, as designated, or otherwise directed by Forest Service, that can be traversed by a normal two-wheel drive pickup truck (GT.6.3.1, KT-GT.6#)
- This trail is to be closed to the public during logging operations. Contractor will notify Forest Service **21** days prior to entering Payment Units 1 and 2, where the trail is located in or adjacent to. Closure will be by mutual agreement as to timing, duration and type and location of safety signs.

Noxious Weeds

Due to the numerous presence of noxious weeds along the edges of the road prism, equipment must stay on the established roadbed for the entire haul route (FS 25N19, FS 25N14 and PC 403) including the contract area. The haul route is shown on Map 2 of 2.

Watercourse/Wetland Protection

In the Contract the Wetland/Streamcourse Equipment Exclusion Zone Classification table below shall apply to any wetland and/or streams discovered during harvest operations and shall be followed accordingly. The CAM indicates where wetland features are located, primarily adjacent to Payment Unit boundaries and Stewardship Work Item boundaries.

**Wetland/Streamcourse Equipment Exclusion Zone Classification**

Stream Type	Equipment Exclusion Zone by Slope Class			Overall RHCA Width, subtract Exclusion Zone to get “Restriction Zone”
	0–15%	15–25%	>25%	
<b>Perennial, fish bearing</b>	100 ft	150 ft	No mechanical treatment	300 ft
<b>Perennial, no fish</b>	50 ft	100 ft	No mechanical treatment	150 ft
<b>Intermittent</b>	25 ft	50 ft	No mechanical treatment	100 ft
<b>Ephemeral</b>	25 ft	25 ft	No mechanical treatment	100 ft
<b>Reservoirs/wetlands greater than 1 acre</b>	50 ft	75 ft	No mechanical treatment	

KT-GT.3.1.4 RELEASE OF PAYMENT UNITS (Sample Contract)

Except for Specified Road Payment Units, Forest Service shall not Release for Cutting more Payment Units than can be logged within 60 calendar days at Contractor's normal rate of logging. Unless otherwise agreed in writing, upon completion of all contract requirements in a Payment Unit, additional Payment Units may be Released for Cutting.

KT-GT.2.2# PROTECTION OF IMPROVEMENTS (Sample Contract)

Contractor shall notify Forest Service at least **21** days prior to any operations in the vicinity of improvements identified on Contract Area Map. Contractor shall protect such improvements from damage and shall be responsible for their timely restoration if damaged by Contractor's Operations. If relocation or removal of said improvements is necessary to avoid foreseeable damage by Contractor's Operations, work and cost shall be borne by the party listed in the table below. If Contractor is required to move or relocate the improvements, they shall move or relocate the improvements listed in the following table to locations and in a manner as specified in drawings or in specifications attached hereto. Improvements shall be returned to their original locations following Contractor's Operations.

See table below for improvements to be protected.

SPECIFICATIONS PURSUANT TO KT-GT.2.2# – PROTECTION OF IMPROVEMENTS.

<u>Improvement</u>	<u>Owner's or Permittee's Name</u>	<u>Timing</u>	<u>Specifications</u>	<u>Work and Cost of Removal or Relocation Borne by</u>
<b>Bell Hill Recreation Trail</b>	US Forest Service, Mt. Hough Ranger District  <b>Contact:</b> Erika Brenzovich at 530-283-7620 or 530-283-7622	Contractor will notify Forest Service at least 21 days before entering <b>Payment Units 1 and 2.</b>	Reference; <u>Stewardship Work Item #2</u>	Contractor

KT-GT.2.4# SITE SPECIFIC SPECIAL PROTECTIVE MEASURES (Sample Contract)

For the protection of the Mountain Yellow Legged Frog and habitat the Plan below will be followed:

Water Drafting Plan

- New or existing water draft sites would be evaluated with the Mt. Hough district biologist prior to changes or use. Drafting sites shall be visually surveyed for amphibians and their eggs before drafting begins.
- Mucked out debris, bedload sediment, etc. shall be transported to an appropriate disposal site (to be designated) if no apparent site is feasible.
- Maximum draw-down volumes would be estimated prior to use of the draft site. Minimum pool sites would be maintained during drafting using measurements such as staff gauges, stadia rods, tape measures, etc.

- Back down ramps would be constructed and or maintained to ensure the streambank stability is maintained and sedimentation is minimized. Rocking, chipping, mulching, or other effective methods are acceptable in achieving this objective. As necessary, earthen or log berm, straw waffle, certified hay or rice straw bale berms, or other containment structures would be constructed at the bank full water line to protect the stream bank.
- Forest personnel and contractors shall use the Forest Service approved suction strainer (FGM 5161) or other foot vales with screens having openings less than 2mm in size at the end of drafting hoses. The suction strainer shall be inserted close to the substrate in the deepest water available; the suction strainer shall be placed on a shovel, over plastic sheeting, or in a canvas bucket to avoid substrate and amphibian.

NOTE: Water drafting locations are indicated on CAM 2 of 2 (haul route by Engineering).

Limiting Operating Period (LOP) for wildlife: A California Spotted Owl Primary Activity Center (CASPO-PAC) is located on the east boundary of Payment Units 4 and 5. No recent activity has been noted within this area, thus no LOP is currently scheduled. However, if any activity is noted during the life of this Contract an LOP will be scheduled in KT-GT.3.1.5# Project Operations Schedule.

KT-HT.2.2# EMERGENCY PRECAUTIONS (Sample Contract)

The Project Activity Level (PAL), an industrial operation's fire precaution system, will be used in this timber sale. The Plumas National Forest PAL Central Zone Special Interest Group (SIG) will be utilized to determine the Project Activity Levels. The Plumas Central Zone SIG is based on readings from the Cashman, Pierce and Quincy RD Remote Automated Weather Stations (RAWS). Operators can call 1-800-847-7766 to get daily PALS updates. The "normal operating season" is from June 1 to October 31. The Expected Days per Month at each PAL value for the "normal operating season" is shown in the following table:

<u>Plumas NF Central Zone SIG</u>							
Average Number of Days per Month per Activity Level 2005-2012							
	A	B	C	D	Ev	E	Days Rated
June	1.6	4.1	12.9	4.5	3.6	0.0	214
July	0.0	0.3	8.3	9.9	10.9	0.1	236
Aug	0.0	0.0	3.6	8.8	16.3	0.3	203
Sept	0.0	1.2	7.1	8.3	11.2	0.6	200
Oct	2.5	3.8	15.9	2.9	0.5	0.0	179

USDA Reg 4300-3: - “The USDA is an equal opportunity provider and employer.”

## **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 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 OFFER FORM FS-2400-14BV Proposal Requirements Section**

## 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.

**Award Statement.** Award will be made to that offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government. The critical factor in making any price/technical trade-offs is not the spread between the technical ratings, but rather the significance of that difference. The significance of the difference in ratings will be determined on the basis of what that difference is 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.

## EVALUATION CRITERIA

**Capability of the Offeror** The Government will assess the capability of each offeror on the basis of the following criteria which are of approximately equal value:

- (i) Technical Approach,
- (ii) Capability and Past Performance, and
- (iii) Utilization of Local Work Force. The Government will not assess capability on a pass/fail basis, but will use its assessments of capability as a basis for comparing offerors to determine best value.

(i) ***Technical Approach.*** The Government will evaluate each offeror's relative understanding of the Government's requirements on the basis of its written Technical Proposal addressing the following subfactors:

- (1) Plan of Operations. Offeror's plan of operations for both timber removal and stewardship project work, including its timeline and the rationale for work activities to ensure all contractual work will be completed by the termination date. Should the Offeror demonstrate a capability for biomass removal, a plan of operation and corresponding timeline may be included.

- (2) Quality Control Plan. Offeror's quality control plan for both the harvesting and the stewardship projects.
- (3) Supervision. Qualifications of Offeror's contract manager and on-the-ground supervisor.
- (4) Equipment. Capability of the equipment Offeror proposes to use to accomplish this contract.
- (5) Production Capability. Offeror's production capability to accomplish this contract within the time allowed.
- (6) Resource Protection. Methods and plans to protect resources, maximize utilization of harvested material including both sawtimber and nonsawtimber, and to minimize the number of entries into stands to be treated.

**(ii) Capability and Past Performance.** Experience is the opportunity to learn by doing. The Government will evaluate each offeror's organizational experience (capability) on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective contract. The Government will not evaluate an offeror's organizational experience on the basis of the personal experience of the offeror's key personnel. However, the Government will:

- (1) consider the extent to which the offeror's key personnel have worked together in the past.
- (2) evaluate the organizational experience of the offeror's proposed key subcontractors.

Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. The Government will contact some of each offeror's customers to ask whether or not that:

- (3) that the offeror was capable, efficient, and effective;
- (4) the offeror's performance conformed to the terms and conditions of its contract (specifications);
- (5) finished within the contract time;
- (6) the offeror was reasonable and cooperative during performance; and
- (7) the offeror was committed to customer satisfaction. In evaluating past performance, the Government will contact some of the references provided by the offeror and other sources of information, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases. The Government may evaluate the organizational past performance of the offeror's proposed key subcontractors.

**(iii) Utilization of Local Work Force.** The ability of Offerors to enhance local and small business employment opportunities will be evaluated based upon the following sub-criteria. “Place of operation” is defined as the Contractor’s address for normally doing business on a year-to-year basis. Local is defined as Butte, Lassen, Nevada, Placer, Plumas, Shasta, Tehama or Yuba counties (State of California); Carson City, Storey or Washoe counties (State of Nevada).

- (1) *Local Hires.* Offerors who submit the greatest number of local hires having a permanent place of operation closest to the work site will be given a higher rating.
- (2) *Prime Contractor.* Offerors whose permanent place of operation is closest to the work site will be given a higher rating.
- (3) *Subcontractors.* Offerors who submit the greatest number of subcontractors having a permanent place of operation closest to the work site will be given a higher rating.
- (4) *Small Businesses.* Offerors who are small businesses or utilize local small business sawmills will be given a higher rating. A small business concern is a concern primarily engaged in the logging or forest products industry, is independently owned and operated, is not dominant in its field of operation, and together with its affiliates, does not employ more than 500 persons.

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, when combined, are **of equal importance with price**. 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.

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	50%
<b>Capability of Offeror</b>	
B. (i) Technical Approach	30%
1 Plan of Operations	
2 Quality Control Plan	
3 Supervision	
4 Equipment	
5 Production Capability	
6 Resource Protection	

<b>C.</b>	<i>(ii)</i>	<b>Capability and Past Performance</b>	10%
		1 Key Personnel	
		2 Subcontractors	
		3 Performance	
		4 Met Contract Specifications	
		5 Contract Time	
		6 Cooperation	
		7 Customer Satisfaction	
<b>D.</b>	<i>(iii)</i>	<b>Utilization of Local Work Force</b>	10%
		1 Local Hires	
		2 Prime Contractor	
		3 Subcontractors	
		4 Small Businesses	
		<b>TOTAL</b>	<b>100%</b>

NOTE: Price proposals will not be scored.

**POST-AWARD 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.