

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name: Smith IRTC Stewardship Type of Contract: Tree Measurement

National Forest: Plumas National Forest Ranger District: Beckwourth Ranger District

Method: Best Value

Location to Receive Offers: Plumas National Forest Supervisor's Office,

Address: 159 Lawrence St. Quincy, CA 95971

Date: September 22th 2016 Time: 10:00 AM Local Time

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.

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 Smith IRTC Stewardship is located on the Beckwourth Ranger District of the Plumas National Forest. ~ 3 miles west of the town of Portola, CA. To reach the sale area from the town of Portola, travel west on Hwy 70 for ~3 miles to forest road 24N12 (Willow Creek Rd). Travel north on road 24N12 for ~ 10th of a mile and cutting units will begin. All units are on the east side of road 24N12.

This sale is comprised of 965 acres of green conifer sawtimber. Within Cut Tree Mark (ITM) 416 acres, all conifers designated with green paint shall be removed. The remaining 549 acres are mechanical Leave Tree Mark (LTM) treatment units comprised of green conifer sawtimber trees from 11.0 inches DBH to 29.9 inches DBH.

This sale includes an estimated 6,287 CCF of sawtimber for removal and estimated 2,737 CCF (~8,533 Tons) of green Conifer Material for cut, skid, and decking. Conifer material includes green standing material from 3.0 inches DBH to 10.9 inches DBH and dead standing material 3.0 inches DBH to 14.9 inches DBH.

Sawtimber product in the ITS treatments are designated by a cut tree mark (green paint). Sawtimber product in the LTM treatments are designated by a leave tree mark (white paint). All boundaries of the sale area are designated with blue flagging and orange paint.

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.

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 (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Rates Per Unit of Measure				Base Indices (i)
				Base Rate (e)	Advertised Rate (f)	Total Bid (g)	Additional Deposits for Slash Disposal (h)	
Mandatory Timber Cutting Units:								
Douglas Fir	Sawtimber	CCF	466	0	\$96.71	//////////	\$1.09	
Ponderosa Pine/Jeffrey Pine	Sawtimber	CCF	4,825	0	\$24.55	//////////	\$1.09	
Sugar Pine/Western White Pine	Sawtimber	CCF	3.00	0	\$5.00	//////////	\$1.09	
White Fir/Red Fir	Sawtimber	CCF	396.00	0	\$73.37	//////////	\$1.09	
Minimum Acceptable Total Bid for Mandatory Timber Cutting Units, 14(i)						\$192,590.13		
Only the Fixed Rate Applies.						Fixed Rate		
Lodgepole pine	Sawtimber	CCF	unestimated	N/A		\$142.64	\$1.09	
Incense Cedar	Sawtimber	CCF	597.00	N/A		\$70.50	\$1.09	
	TOTAL	CCF	6,287.00				\$6,852.83	

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)
Mandatory Stewardship Work Items:			
001	Cut, Skid, and Deck Green Conifer Material 3.0” DBH to 10.9” DBH Dead Standing Conifer Material 3.0” DBH to 14.9” DBH	CCF	~2737
Optional Stewardship Work Items :			
002	If Constructed by Purchaser, Required Recontouring of Excavated Bench Trails with an Excavator to Return to Original Slope	MILES	~1.25
003	Chipping of all conifer material including limbs and tops of sawlogs decked in landings and hauling chipped material to nearest biomass power plant and/or disposal site approved by the Forest Service.	CCF	~3,312
004	Follow Up Hand Thin/Grapple Pile of standing green conifer material 3” DBH to 10.9” DBH and standing dead conifer material 3” DBH to 14.9” DBH after sawtimber removal	Acres	117.5

5. **PERIOD OF CONTRACT.** The normal operating season covers the period between 06/01 and 10/31.

The contract termination date is 03/31/2019. 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 \$ NA . 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.

Road Number	Road Name	Traffic Service Level	Approximate Miles	Estimated Road Construction Cost	Type of Work *
NA					

* C = Construction
R = Reconstruction

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

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

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

Road or Facility No.	Termini From - To (MP or Sta.)	Engineering Services Completion Date
NA		

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 K(T)-F(T).3.2# 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.

KT-CT.3.5# - DESIGNATION OF TIMBER AND SUBDIVISION/PAYMENT UNIT

BOUNDARIES(6/2012) Trees are designated for cutting under BT.3.5# only if individual trees are marked above and below stump height with green tracer paint. Leave trees are designated for cutting unless marked above and below stump height with white tracer paint. Contract Area Map (CAM) indicates areas plainly identified on the ground where leave trees are marked to be left uncut. Trees used for boundary designation are not to be cut.

All live Conifers 3" DBH to 10.9" DBH and that meet provision KT-CT.3.5.1# Designation by Spacing specifications for Conifer Material are designated for cutting unless marked above and below stump height with white paint.

KT-FT.3.5# ROAD AND WATER SUPPLY USE. Purchaser shall make Required Surface Replacement Deposits of \$1.10 per CCF.

KT-GT.2.4# SITE SPECIFIC SPECIAL PROTECTION MEASURES. (4/04) Special protection measures needed to protect known areas identified on CAM 3 of 3 or on the ground include:

Cultural Resource Protection Measures: Boundary sites are designated with red/black stripe flagging (may fade to orange/black after time). Sites may have red/black 3x4 tags with (CA) written on them. Site locations are recorded on CAM 3 of 3. All sites will be avoided by all project operations.

A proposed temporary road will require construction of ~.5 mile in order to haul sawtimber from Units 58, 60, 62, and 72. Refer to KT-FT.1.1#

KT-FT.1.1# - REQUIREMENTS OF RIGHTS-OF-WAY AND LAND USE AGREEMENTS. (5/2008)

Subject to the terms and conditions of this Agreement, Company hereby grants a license (the "License") to Licensee to use an existing roadway upon the Property (the "Road"). Licensee's right to use the Road is non-exclusive, and Company shall have the right to enter and use the Road and the Property for any purpose that will not unreasonably interfere with the rights granted to Licensee under this Agreement. This License is revocable by Company as provided in Section 2 of the Agreement. Licensee agrees that Company shall not be estopped to revoke this License, notwithstanding any expenditure, regardless of amount, that may be incurred by Licensee with respect to the Road or Property. Licensee further agrees that Licensee shall not contest Company's right to revoke this License. See full Terms and Agreements in KT provisions of contract.

Existing Non-System roads 23N17Y, 23N21Y and 23N17YB are to be treated as existing temporary roads and are to remain open after operations and do not require tilling.

City of Portola Waterline, designated on the CAM 3 of 3, will require the use of existing crossings designated on the CAM. No blading is allowed on or across the waterline.

KT-GT.3.1.5# Project Operations Schedule. Unless otherwise agreed in writing, Contractor's Operations shall be performed in accordance with the following schedule:

Contract Area: Operations may occur when soil is dry; that is, 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. Winter operations may occur only when the ground is frozen to a depth of 5 inches or snow depth is at least 18 inches or is compacted by equipment to 8 inches.

Conifer material shall be cut, skid, and decked to the landing within 30 days after the last saw log has been removed within that particular subdivision.

Operational Safety: Landing piles shall be no greater than 20 feet tall and no length limit within landings approved by the Sale Administrator.

Wildlife: Northern Goshawk (NOGO) no operations or haul from February 15th thru September 15th in Units 58, 62, 72, and 85 and existing non-system road 23N17Y from the northern boundaries of Unit 58 and 62 to the southern boundaries of Unit 58 and 72.

Protection of Sierra Nevada Yellow-Legged Frog (SNYLF) no operations from April 15th thru October 15th. No operations will occur within 82 feet of streams/meadows unless ground is frozen, dry, or snow covered with at least 8" of packed snow in Unit 72.

KT-GT.4.1# FELLING, BUCKING, AND LIMBING. Within areas designated DF on the CAM, Included Timber shall be directionally felled away from control areas (CA), improvements, survey monuments, RCAs/SMZs, meadows, springs, cattleguards, fencelines, power and water lines and private property with the use of specialized equipment. Such directional felling shall not be required when in the fallers judgment it is unsafe to do so, and shall be left standing.

Within areas shown on the CAM, Purchaser shall treat stumps of all live conifer trees equal to or greater than 14 inches stump diameter with an EPA approved Borate Compound.

Trees larger than or equal to 20 inches DBH shall be bucked into two or more pieces with the butt portion being no longer than 41 feet prior to skidding/yarding. The butt log shall be limbed prior to skidding/yarding with one end suspension.

KT-GT.4.2# GROUND BASED SKIDDING. Skid roads will average 80-120 feet from center to center, except where converging. Endlining shall not be required for distances in excess of 50 feet uphill, and 100 feet downhill.

KT-GT.6# EROSION PREVENTION AND CONTROL. Where soil has been disturbed by Purchaser's Operations and the establishment of vegetation is needed to minimize erosion, Purchaser shall take appropriate measures normally used to establish an adequate cover of grass or other vegetation acceptable to Forest Service or take other agreed stabilization measures.

Tillage of landings, main skid-tractor roads and temporary roads will be required up to a maximum of 30.5 acres.

KT-GT.9# STEWARDSHIP PROJECTS. (9/04) Performance of stewardship projects shall be in accordance with the following specifications.

Mandatory Project Item 001- Cut, Skid, and Deck- Contractor shall cut all small green live conifer trees 3” DBH to 10.9” DBH and dead standing conifer trees 3” DBH to 14.9” DBH designated for cutting that meet specifications of contract provision KT- CT.3.5.1- Designation by Spacing to the landing. Standing conifer material cut, skid and decked within 30 days after last sawlog has been removed within that particular cutting unit. Stump height will be a maximum of three (3) inches.

Optional Project Item 002 – Optional if constructed by Purchaser, an estimated 1.25 miles of excavated skid trails, outside of RCAs/SMZs unless approved by District Hydrologist, will require complete recontouring with an excavator to the original slope.

Optional Project Item 003 - Optional Chip and Haul of Conifer Material - Chipping of all conifer material including limbs and tops of sawlogs decked in landings and hauling chipped material to nearest biomass power plant and/or disposal site approved by the Forest Service. An estimated 3,312 CCF (10,457 TONS) of material will be chipped and hauled.

Optional Project Item 004 – Follow up Hand Thin/ Grapple Pile – After sawtimber is removed on 117.5 acres, follow up hand thinning of green live conifer material 3.0” DBH to 10.9” DBH and dead standing conifer material 3” DBH to 14.9” DBH unless designated with white paint will be required along with grapple piling of material. Refer to contract provision KT-GT.9# Stewardship Projects for specifications.

KT-HT.2.2# - EMERGENCY PRECAUTIONS. The Project Activity Level (PAL), an industrial operations fire precaution system, will be used for this sale. The Boulder Creek SIG will be used to calculate the Project Activity Level. 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 has been calculated as - May: 3 days (Level C), 0 days for the other PAL levels; June: 2 days (Level A), 3 days (Level B), 15 days (Level C), 4 days (Level D), 4 days (Level Ev), 0 days (Level E); July: 7 days (Level C), 11 days (Level D), 12 days (Level Ev), 0 days for the other PAL levels; August: 3 days (Level C), 8 days (Level D), 13 days (Level Ev), 0 days for the other PAL levels; September: 0 days (Level A), 1 day (Level B), 7 days (Level C), 9 days (Level D), 11 days (Level Ev), 1 day (Level E); October: 2 days (Level A), 3 days (Level B), 16 days (Level C), 3 days (Level D), 1 day (Level Ev), 0 days (Level E). These values were calculated from actual PAL days from the year 2005 to 2010. Days have been rounded to whole numbers.

This contract includes KT-IT.2.1-Contract Term Adjustment, to allow stewardship projects to be eligible for contract term adjustment (CTA) if scheduled stewardship work is interrupted or delayed by any of the three circumstances stated in this provision. I.2.1-Contract Term Adjustment is inapplicable.

Purchaser's ability to use National Forest water supply locations for dust abatement may be limited due to on-going drought conditions. In order to meet dust abatement requirements in KT-F.3.1# - Road Maintenance Requirements and the Dust Abatement Plan, use of magnesium chloride may be needed should National Forest water supply locations have inadequate flow levels, which would limit or exclude their use.

LIMITATION OF LIABILITY: This is to notify perspective bidders on the Happy Aspen-Pano IRTC Stewardship 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 Beckwourth Ranger District, Blairsden, CA.

Contractors submitting an offer under this solicitation must include form AD-3050-FS Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applications. 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>.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, material status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Person with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDAs TARGET Center at (202) 720-2600 (voice and TDD.)

Notice of Similar Litigation: Bidders are hereby put on notice that the 2004 Sierra Nevada Framework NEPA document and associated decision for the Smith IRTC Stewardship are currently involved in litigation in the case of 2004 Sierra Nevada Framework. While the NEPA document and associated decision for this sale are not currently involved in litigation, this sale involved issues similar to those being litigated in 2004 Sierra Nevada Framework. Consequently, this sale may be affected by that lawsuit, potentially resulting in contract suspension, modification, or termination. The contract provides for limited remedies in cases of suspension, modification or termination, due to litigation.

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

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

- (a) - General Instructions. Proposals submitted shall be furnished in the following format with the numbers of copies as specified below.
- (1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.
 - (2) - Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this Request for Proposal (RFP), must be clearly identified.

OR

- (2) Offerors must submit a proposal that meets all requirements specified in the sample contract. No alternate proposals will be accepted.
- (3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth below.
- (4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:
 - (i.) One copy of the completed, signed offer form FS-2400-14BV 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.
- (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 non-sawtimber, 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%
Capability of Offeror	
B. (i) Technical Approach	20%
1 Plan of Operations	
2 Quality Control Plan	
3 Supervision	
4 Equipment	
5 Production Capability	
C. (ii) Capability and Past Performance	20%
1 Key Personnel	
2 Subcontractors	
3 Performance	
4 Met Contract Specifications	
5 Contract Time	
6 Cooperation	
7 Customer Satisfaction	
D. (iii) Utilization of Local Work Force	10%
1 Local Hires	
2 Prime Contractor	
3 Subcontractors	
4 Small Businesses	

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.