

**INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS**

<b>Stewardship Contract Name :</b>	Blacksmith Forest Health Stewardship Project	<b>Type of Contract :</b>	Scaled
<b>National Forest :</b>	Eldorado	<b>Ranger District :</b>	Georgetown
<b>Bidding Method :</b>	Sealed Bid		
<b>Location to Receive Offers :</b>	Placerville, CA		
<b>Date :</b> 11/03/2016	<b>Time :</b> 02:00 PM		

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

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

**2. OFFERING.** This is a Sealed Bid Stewardship Contract . Offerors must submit sealed offers on prepared forms they can obtain from Forest Service offices listed above and in the advertisement. The forms include instructions for offering and submission of the required certifications and technical proposals. The term "offer form" in this prospectus is the Bid for Integrated Resource Contract form. Also, the term "offeror" in this prospectus is identified as "offeror" in the Bid for Integrated Resource Contract form. **THE OFFERS WILL NOT BE PUBLICLY OPENED.**

The offeror is required to submit a technical and price proposal and comply with all other provisions stated on the offer form. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to meet the requirements of the contract. Upon contract award, this technical proposal will become a binding part of the contract. See Section 21, General for instructions for preparation of technical proposals and evaluation factors for award.

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

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

This project is located in the vicinity of Blacksmith Flat on the Georgetown Ranger District

**4. QUANTITIES AND RATES.** The quality, size, cut per acre, and product suitability of the timber are estimates based on detailed cruise information on file and available for inspection at the Forest Service offices listed above and in the advertisement. VOLUME QUANTITIES LISTED HEREIN ARE MADE AVAILABLE WITH THE UNDERSTANDING THAT VALUES SHOWN ARE FOREST SERVICE ESTIMATES AND ARE NOT GUARANTEED. For these reasons, offerors are urged to examine the contract area and make their own estimates.

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

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

**Mandatory Estimated Quantities and Rates per Unit of Measure**

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
<b>Mandatory Timber Cutting Units :</b>							
Combined Softwood	Sawtimber	Ton	53,941.00	0	\$12.60	\$0.00	\$2.85
	<b>TOTAL</b>	Ton	53,941.00			\$0.00	\$153,731.85

**Optional Estimated Quantities and Rates per Unit of Measure**

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Not Applicable							

**Total Value Bidding:**

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

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

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

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
<b>Mandatory Stewardship Work Items</b>			
1	Small Tree Thinning and Removal	Acres	1,388.00
2	Brush Cutting and Machine Piling	Acres	1,254.00
3	Brush Cutting and Grapple Piling	Acres	20.00
4	Machine Piling	Acres	26.00
5	Grapple Piling By the Hour	Each	25.00
6	Machine Piling By the Hour	Each	25.00

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 05/01 and 10/15. Contract termination date is 12/31/2019. Extensions of this contract may be granted only when the contractor has met specified conditions.

Upon acceptance by the Forest Service, the technical proposal is a binding part of the contract and shall include, but is not limited to, plan periods for and methods of work activities. The Contractor must also submit an annual schedule of operations before commencing operations. This schedule will include the anticipated major activities and needs for harvest. This annual schedule of operations does not require concurrence of the Forest Service.

**6. PAYMENT.** Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in K(T)-G(T).9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

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

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

**7. PERFORMANCE BOND.** Not Applicable.

**8. SPECIFIED ROADS.** The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the Contractor. Sufficient information to permit a prospective offeror to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED. The following roads are those that Forest Service considers necessary to remove the timber from this contract.

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

14N22AB	22AB	C	0.05 / 0.08	\$3,887.08	C
14N25S	25S	C	0.28 / 0.45	\$11,633.00	C
14N31CA	31CA	C	0.01 / 0.02	\$2,599.00	C
14N25U	14N25U	C	0.25 / 0.4	\$3,283.40	R
14N22X	22X	C	0.12 / 0.19	\$3,073.55	R
14N25CA	25CA	C	0.13 / 0.21	\$3,909.14	R
14N25L	25L	C	0.09 / 0.15	\$2,554.15	R
14N25M	25M	C	0.19 / 0.3	\$6,586.80	R
14N25N	25N	C	0.17 / 0.27	\$4,640.10	R
14N25P	25P	C	0.19 / 0.3	\$4,771.70	R
14N25R	25R	C	0.03 / 0.05	\$1,316.40	R
14N25S-R	25S	C	0.35 / 0.57	\$15,355.04	R
14N25T	25T	C	0.16 / 0.25	\$7,831.75	R
14N25W	25W	C	0.32 / 0.51	\$5,399.13	R
14N25WA	25WA	C	0.1 / 0.16	\$1,910.08	R
14N25X	25X	C	0.21 / 0.34	\$6,198.04	R
14N31CA-R	31CA	C	0.05 / 0.08	\$1,741.32	R
14N21	BEAR SPRING RIDGE	C	1.21 / 1.94	\$36,586.00	R
14N22B	COCKRIN	C	0.33 / 0.53	\$4,756.96	R
14N31E	COFFEE SPUR	C	0.33 / 0.53	\$4,776.35	R
13N41E	DRY RIDGE	C	0.76 / 1.23	\$14,340.18	R
14N17B	GRANITE TUNNEL NORTH	C	0.4 / 0.64	\$7,584.48	R
13N42C	LITTLE PIGEON	C	1.12 / 1.81	\$17,770.50	R
13N41	MCCULLOH SPRING	C	3.4 / 5.47	\$12,105.35	R
14N59	MIDDLE JERRY	C	0.07 / 0.11	\$5,022.00	R
MOBILIZATION	MOBILIZATION	C	0.62 / 1	\$15,000.00	R
13N41C	NEVADA LOOP	C	0.24 / 0.38	\$6,965.28	R
14N31F	NORTH BRANCH	C	0.32 / 0.51	\$5,530.56	R
14N31A	NORTH BRUSHY	C	0.2 / 0.32	\$2,306.24	R
14N25C	PINE TREE SPRING	C	0.09 / 0.14	\$3,067.04	R
14N22	RALSTON RIDGE	C	3.55 / 5.71	\$28,050.38	R
14N21B	RAM	C	0.15 / 0.24	\$2,799.28	R
13N65B	SCHLEIN	C	0.58 / 0.93	\$9,466.17	R
14N54	SOBER CANYON	C	0.19 / 0.3	\$2,485.80	R
14N17	SOUTH LOWER MEADOWS	C	0.32 / 0.51	\$4,966.00	R
14N31	TANNERS POINT	C	3.67 / 5.91	\$25,678.05	R
14N31D	TANNERS STOCKPILE	C	0.35 / 0.57	\$4,574.87	R
14N31H	TANNERS TAKE OFF	C	0.25 / 0.41	\$3,460.36	R
14N31C	TANNERS TRAIL	C	0.36 / 0.58	\$4,342.34	R
14N22A	UPPER RAMSEY	C	1.05 / 1.69	\$28,861.18	R
13N42	UPPER ROOST CANYON	C	3.92 / 6.31	\$26,566.65	R
13N46	ZUVER	C	0.52 / 0.83	\$2,080.90	R

\* C = Construction  
R = Reconstruction

The required specified road completion date for all roads is 12/31/2019. If provision K(T)-F(T).1.3# - Road Completion Date has different dates for projects, this is the final road completion date.

Total estimated road construction cost allowed in appraisal is \$394,661.77

An offeror qualifying as a small business concern may elect to have the Forest Service construct the specified roads listed above. Completion dates for construction apply whether construction is performed by the Contractor or by the Forest Service. If the offeror elects Forest Service construction, it is the Forest Service's intent to perform construction through CONTRACT. The Forest Service

shall not award the contract unless either it receives a satisfactory road construction bid or, if it fails to receive such a bid within 180 days of tentative award, the offeror agrees to perform road construction.

If Contractor elects Forest Service construction, the total estimated public works construction cost that would be paid in addition to current contract rates is \$493,874.02. See provision K(T)-E(T).1.2# - Amount Payable for Timber in the sample contract for additional information.

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

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

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

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

Add K-C.3.2.3 - Construction Clearing.

Add K-E.1.2# - Amount Payable for Timber.

Add K-I.4.1 - Limitation of Performance by Other Than Contractor.

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

Contractor shall make a cash deposit in the amount \$28,829.17 for engineering services completed by Forest Service in preparation of this contract. The Forest Service shall complete reconstruction related engineering services on the following schedule:

**NOT APPLICABLE.**

**9. ROAD MAINTENANCE.** Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision K(T)-F(T).3.2# in the sample contract. Maintenance specifications are in the sample contract.

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

**11. SPECIAL PROVISIONS.** See sample contract.

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

**13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS.** The contract requires domestic processing of included timber except for species declared to be surplus, and prohibits the use of such included timber in substitution for unprocessed private timber exported. The offeror, by signing the offer for advertised timber, certifies compliance with the applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 U.S.C. 620, et seq.) with each offer.

**14. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW.** If the total contract value for this contract exceeds \$10 million, before award, the Forest Service shall request an equal employment opportunity compliance review of the Contractor to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

**15. AWARD.** The Contracting Officer is required to make a determination of Contractor responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations.

To determine a Contractor to be responsible, a Contracting Officer must find that:

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the Contractor's control and were not created through improper actions by the Contractor or affiliate, or that the Contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Contractor is not responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The Contractor has a satisfactory record of integrity and business ethics;
- e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;
- f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR 223.101, determination of Contractor responsibility, and if awarded this contract, that offeror will complete the contract and any modifications thereof in accordance with its terms including requirements to purchase, cut, and remove included timber or forest products and complete stewardship projects by the termination date.

**16. FALSE STATEMENTS ACT.** Offerors, by signing the offer form, certify that they are aware that offeror is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both."

**17. DAMAGES.** This contract shall be terminated for breach if: 1) Contractor fails to execute this stewardship contract or furnish a satisfactory performance bond by the date required in the award letter, if required; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

**18. SUSPENSION AND DEBARMENT CERTIFICATION.** Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017).

These rules require each contractor, to submit a certification for itself, its principals, and its affiliates when submitting an offer on stewardship contracts. The offeror must designate its status regarding debarment, suspension, and other matters as specified on the offer form. The offeror, by signing the offer, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the competition. Also, as a Contractor enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with the offer. Contractor must keep these subcontractor certification forms on file for review by the Forest Service, if requested.

The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

**19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.** Conduct of operations on this

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

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

## SCALING

Logs removed from timber cutting units will be weighed at an approved location. Contractor will bear all costs for weighing services. The approved location is Placerville Fruit Growers Association, Placerville, CA or another location as agreed to. Forest Service intends to process weight certificates into the Timber Sale Accounting system at no cost to contractor.

## Special Information.

The Blacksmith Forest Health Stewardship Project includes the removal of timber from approximately 1,470 acres and includes 6 Mandatory Stewardship Service Items as described below under item 12

### 1. Volume Determination.

Estimated volumes for this Stewardship Project were generated using random sampling method cruise for all subdivisions, resulting in a grand total of 53,941 Tons, (16,389 CCF) or (8,562 MBF). The cubic volume was converted to tons using the following conversion factors: 68 lbs/gross cubic foot for ponderosa pine, 69 lbs/gross cubic foot for sugar pine and white fir, 63 lbs/gross cubic foot for Douglas fir, 58 lbs/gross cubic foot for incense cedar, and 55 lbs/gross cubic foot for lodgepole pine.

### 2. Designation of Timber

K-C.3.5# - Designation of Timber, Cutting Unit Boundaries, and Subdivision/Payment Unit Boundaries. (6/2012). Sawtimber trees designated for cutting within all subdivisions are painted with a green painted stripe above DBH and a green painted mark below stump height on trees 10-29.9 inches DBH on approximately 1,470 acres. Non-sawtimber small trees are designated by prescription as indicated in K-G.9#.

Cut unit boundaries are designated with orange paint above and below stump height on boundary trees facing into the cut unit. These boundary trees are not designated for cutting.

Retention area boundaries are posted on-the-ground with yellow and white stripe flagging. No sawtimber or non-sawtimber trees shall be cut within these retention islands.

### 4. ROAD USE.

a. The appraised haul route to the Sierra Pacific Industries Lumber Mill in Lincoln is split into two different routes using Ramsey Crossing as a mid point. Volume south of Ramsey Crossing and Eleven Pines Road travels South on Eleven Pines Road (14N08) to Wentworth Springs road (ELD 63), then proceeding West to Highway 193, then North to Highway 49 to Auburn, then West to Newcastle, then Highway 193 to Lincoln. Volume North of Ramsey Crossing flows West on Blacksmith Flat and Ralston Ridge Roads past Oxbow Reservoir to Forest Hill, then proceeding to Auburn, then Highway 80 to 193 and on to Lincoln.

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

b. K-F.3.1# - Road Maintenance Requirements (9/2004) Contractor is responsible for road maintenance commensurate with its use before, during, and post haul as indicated in the sample contract. Road Maintenance Deposits in the amount of \$2.85/ton are included in this contract.

c. K-F.3.2# - Surface Replacement Deposits in the amount of \$3.33/ton are included in this contract.

d. Water Use. There are various locations of water sources available. See Contract Area Map for specific locations. These and other sources may be used if Forest Service agrees in writing. Complete abatement shall be continuous as needed to abate dust.

e. Restrictions are in place for tractor trailer vehicles for Mosquito Ridge Road between milepost 1.5 and milepost 19. Reference Forest Order No. 17-95-172 for the Tahoe National Forest.

f. There are 10 temporary roads identified for use on the Contract Area Map.

g. K-F.1.1# - Requirements of Rights of Way and Land Use Agreements. A temporary access permit will be granted by Simorg West Forests, LLC for the use of roads 14N31C and 14N25U. The permit requires a payment of \$500.00 directly to Simorg West Forests, LLC and will be paid by the contractor prior to reconstruction or use of the road.

5. K-G.2.4# - Site Specific Special Protection Measures (9/2004) is included in the Contract. CA-1, No operations permitted within zones flagged with Pink and/or pink and black checkered flagging. CA-2, No operations permitted within zones flagged with pink and green flagging. CA-3, No operations permitted within zones flagged with Orange "noxious weed" flagging unless approved by a Forest Service Botanist. Not all CA-1 sites may be currently flagged but shall be flagged prior to operations.

6. K-G.3.1.5# - Project Operations Schedule (12/2006).

In all or portions of units 323-24, 323-41, 323-43, 323-62, 324-21, 324-28, 324-29 and 324-36 no equipment use or harvesting activities permitted from March 1st to August 15th, inclusive, in areas designated as LOP (Limited Operating Period) on Contract Area map. Road use and maintenance is permitted.

In all or portions of units 322-17, 322-19, 323-21, 323-36 and 323-38-1, no equipment use or harvesting activities permitted from February 1st to September 15th, inclusive, in areas designated as LOP (Limited Operating Period) on Contract Area map. Road use and maintenance is permitted.

7. K-G.4.1# - Felling, Bucking and Limbing (8/2007). Directional felling will be required in order to protect private land, property lines, protected streamcourses, retention areas, controlled areas, gates, powerlines, other improvements, and land survey monuments. Whole tree yarding < 24" at DBH is required.

8. K-G.4.2# - Ground Based Skidding (12/2006). Unless otherwise agreed in writing, the method of skidding Included Timber shall be as shown on the Contract Area Map, by areas, with symbols defined in sample contract: Mechanical Harvest (MH), Leading End Suspended (SUSP) and Endlining (ENDL), location of skid trails, (TRAC) and spacing of skid trails (SPACE).

9. K-G.5 - Streamcourse Protection (2/2005). Buffer strips are posted on-the-ground with fluorescent orange flagging with black lettering "Equipment Exclusion Zone". No harvest and equipment allowed within these zones, unless otherwise agreed in writing.

10. K-G.6# - Erosion Prevention and Control (5/2008). Tillage to a depth of 12" is specified for a maximum of 2 acres of skid trails and 1 acres of temporary roads, where designated by Forest Service.

11. K-G.7# - Slash Treatment (12/2006). FELL Entire Contract Area. Unutilized logs shall be decked for disposal at landings Decks shall not exceed 10 feet in height. Other landing slash and debris shall be machine piled at landings. A maximum of 4 acres of Hand Piling slash will be required within 50 feet of roads where designated by Forest Service.

12. K-G.9# - Stewardship Projects (09/2004).

There are 6 Mandatory Stewardship Items included in this project. Refer to Sample Contract for specific work specifications.

Mandatory Project #1 - SMALL TREE THINNING AND REMOVAL - 1,388 acres  
Mandatory Project #2 - BRUSH CUTTING AND MACHINE PILING - 1,254 acres  
Mandatory Project #3 - BRUSH CUTTING AND GRAPPLE PILING - 20 acres  
Mandatory Project #4 - MACHINE PILING - 26 acres  
Mandatory Project #5 - GRAPPLE PILING BY THE HOUR - 25 hours  
Mandatory Project #6 - MACHINE PILING BY THE HOUR - 25 hours

13. Specified Fire Requirements. Prospective offerors are advised that all relevant specified fire precautions will remain in force during the Stewardship Project phases of this contract, even in the absence of active logging. Offerors are encouraged to review K-H.2# - Specified Fire Precautions (6/2012) and K-H.2.2# Emergency Precautions (6/2012). - See Sample Contract. The historic average days per month at each Project Activity Level are attached.

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

#### INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

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

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

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

OR

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

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

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

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

(ii.) Three copies of the technical proposal.

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

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

#### EVALUATION, NEGOTIATION AND AWARD PROCESS

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

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

**EVALUATION CRITERIA**

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

<u>Factor</u>	<u>Approximate Weight</u>
A. Price	52%
B. Technical Approach	16%
1. Plan of Operations	
2. Quality Control	
3. Contract Manager and On-the-Ground Supervisor(s)	
4. Equipment	
5. Production Capability	
C. Capability and Past Performance	16%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	16%
E. Other	0%

**Award Statement.** One award will be made to the offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors (B-D), when combined, are of less importance than price (A). The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

Price proposals will not be scored.

## POSTAWARD DEBRIEFING OF OFFERORS

- (a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.
- (2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.
- (3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.
- (4) (i) Untimely debriefing requests may be accommodated.
- (ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.
- (b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the Contracting Officer.
- (c) The Contracting Officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- (d) At a minimum, the debriefing information shall include-
- (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
- (2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
- (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- (e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including-
- (1) Trade secrets;
- (2) Privileged or confidential manufacturing processes and techniques;
- (3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
- (4) The names of individuals providing reference information about an offeror's past performance.
- (f) An official summary of the debriefing shall be included in the contract file.



## K-G.9# - STEWARDSHIP PROJECTS

## SPECIFICATIONS:

The project specifications include small tree thinning/removal, brush cutting and machine piling, machine piling, grapple piling and mastication. The table below summarizes the specification applicable to each unit. The description of each specification follows the table. Grapple and Machine piling by the Hour (Items #4 and #5 are paid for by the hour and are not listed in table below

Unit	Project #1 Small Tree Thinning and Removal (Acres)	Project #2 Brush Cutting and Machine Piling (Acres)	Project #3 Brush Cutting and Grapple Piling (Acres)	Project #4 Machine Piling (Acres)	Unit	Project #1 Small Tree Thinning and Removal (Acres)	Project #2 Brush Cutting and Machine Piling (Acres)	Project #3 Brush Cutting and Grapple Piling (Acres)	Project #4 Machine Piling (Acres)
318019	14	14	----	----	323037	11	11	----	----
318021	----	----	----	----	323038-1	11	11	----	----
318029	4	4	----	----	323038-2	5	----	5	----
319026	35	35	----	----	323039	2	----	2	----
321011	46	46	----	----	323040	16	16	----	----
321012	10	10	----	----	323041	2	2	----	----
321016	----	----	----	----	323043	21	21	----	----
322002	27	27	----	----	323045	7	7	----	----
322017	55	55	----	----	323047	4	----	----	4
322018	15	15	----	----	323050-1	10	----	10	----
322019	11	11	----	----	323053	8	8	----	----
322020	19	19	----	----	323062	3	3	----	----
322021-1	22	22	----	----	324021	32	32	----	----
322022	73	----	----	----	324028	23	23	----	----
322023	8	----	----	----	324029	126	126	----	----
323007	27	27	----	----	324036	6	6	----	----
323008	27	27	----	----	324049-2	10	10	----	----
323018	8	8	----	----	324051	8	8	----	----
323021	96	96	----	----	324052	30	30	----	----
323022	60	60	----	----	325002	41	41	----	----
323023-1	22	22	----	----	325004	17	17	----	----
323024	14	----	----	14	325012	2	2	----	----
323025	19	19	----	----	325013	5	5	----	----
323026	13	13	----	----	325014	1	1	----	----
323028	4	4	----	----	325016	6	6	----	----
323029-1	8	----	----	8	325018	3	3	----	----
323029-4	14	14	----	----	325019	7	----	----	----
323029-5	3	----	3	----	329044	37	37	----	----
323029-7	4	4	----	----	329045-1	5	5	----	----
323030	7	7	----	----	329045-2	34	34	----	----
323031	27	27	----	----	330022	----	----	----	----
323033	8	8	----	----	330023	32	32	----	----
323034	50	50	----	----	330024-1	17	17	----	----
323035	14	14	----	----	330026-2	59	59	----	----
323036	23	23	----	----	<b>Totals</b>	<b>1388</b>	<b>1254</b>	<b>20</b>	<b>26</b>

Acres have been adjusted to delete streamcourse buffer strips, low site, steep ground > 35% slope, and archaeological sites based on GIS mapping.



- b. Species in order of preference when choosing leave trees are Jeffrey pine, ponderosa pine, sugar pine, Douglas fir, white fir, and incense cedar.
3. Unless otherwise agreed, within all units designated in the above table, all non-sawlog bole material  $\geq$  10 feet in length from all conifer trees required to be cut shall be removed to landings or agreed upon disposal sites within the units and machine piled or decked in accordance with K-G.7# - Slash Treatment.
  4. No pacific yews, black oaks, dogwoods, aspen, elderberrys, and California nutmegs shall be cut unless cutting is necessary for equipment accessibility.
  5. All stump heights, including trees and brush shall be 3 inches or less on the up-hill side.
  6. Forest Service, or Contractor by agreement, shall identify small groups (1/8 acre or less) of conifer saplings to be left uncut to meet wildlife cover objectives. Approximately 1 group per 10 acres shall be identified to be left uncut.

Table 1

Characteristics of Acceptable Leave Tree	Characteristics of Cut Trees
1. Dominance - Trees are taller than others of same age class.	1. Suppressed trees, shorter than others.
2. Foliage - Dark green color, thick over entire tree.	2. Tree crown has yellow or reddish color sparse foliage.
3. Straight bole.	3. Bent, crook or fork.
4. Single branch terminal.	4. Two or more leaders of approximately equal length.
5. Free from physical damage.	5. Physical damage caused by wind, falling trees, frost cracks, animals.
6. Free from insect or disease damage as indicated by color of foliage.	6. Damage caused by insect or disease, and trees with notable signs of decline.



4. Machine Piled in accordance with K-G.7# - Slash Treatment-Machine Piling.
5. Notwithstanding above, no brush cutting or machine piling shall occur within streamcourse buffer strips or Retention Areas; and down logs > 16 inches in diameter at the large end and at least 10 feet in length shall be left in place.
6. Machine piling shall be conducted to retain ground cover such as duff and litter largely intact to maintain soil cover. Notwithstanding the requirements of K-G.7# Machine Piling, no firelines shall be constructed around piles.
7. Unless otherwise agreed, brush cutting and machine piling in each unit shall be completed following logging and within 90 days of acceptance of logging requirements by Forest Service.
8. Forest Service, at its discretion, may eliminate areas requiring machine piling when Forest Service determines that machine piling is unnecessary to meet management objectives or would detrimentally affect resources. In the event areas are eliminated, Forest Service may remeasure quantities as described below under Inspection and Acceptance.

**Mandatory Project #3** - BRUSH CUTTING AND GRAPPLE PILING (refer to Specification table above and A.4.3.)

Unit	Project #3 Brush Cutting and Grapple Piling (Acres)
323029-5	3
323038-2	5
323039	2
323050-1	10
<b>Total</b>	<b>20</b>

1. Unless otherwise agreed, within all units designated in the above Specification table, Contractor shall cut all conifer trees not selected as leave trees, live oak, and tan oak less than 6" stump diameter and greater than 3 feet in height, and live and dead brush greater than 3 feet in height, prior to Grapple Piling. The contractor shall cut all brush except for brush occurring within 1 foot of any existing log not designated for treatment under the specifications of this contract. All live brush shall be cut below the lowest live branch and have a stump height generally no higher than 3 inches above ground level on the uphill side or 3 inches above obstacles (i.e. large rocks, down logs). All brush shall be cut from around the main bole of all trees and snags designated as leave trees under the contract specifications.
2. No pacific yews, black oaks, dogwoods, elderberrys, aspen, and California nutmegs shall be cut unless cutting is necessary for equipment accessibility.

3. On slopes generally <35%, concentrations of Logging Slash shall be piled using equipment with a boom having an operating radius of at least 20 feet and equipped with a grapple.
4. Notwithstanding above, no brush cutting or machine piling shall occur within streamcourse buffer strips or Retention Areas; and down logs > 16 inches in diameter at the large end and at least 10 feet in length shall be left in place.
5. Unless otherwise agreed, Grapple Piling in each unit shall be completed within 90 days of acceptance of logging requirements by Forest Service.

Mandatory Project #4 - MACHINE PILING (refer to Specification table above and A.4.3.)

Unit	Project #4 Machine Piling (Acres)
323024	14
323029-1	8
323047	4
<b>Total</b>	<b>26</b>

1. Unless otherwise agreed, within all units designated in the above Specification table on slopes generally <35%, all slash, preexisting vegetative debris, and unmerchantable logs, greater than 1" in diameter and greater than 3 feet long, shall be Machine Piled in accordance with K-G.7# - Slash Treatment-Machine Piling.
2. Notwithstanding above, no machine piling shall occur within streamcourse buffer strips or Retention Areas; and down logs > 16 inches in diameter at the large end and at least 10 feet in length shall be left in place.
3. Machine piling shall be conducted to retain ground cover such as duff and litter largely intact to maintain soil cover. Notwithstanding the requirements of K-G.7# Machine Piling, no firelines shall be constructed around piles.
4. Unless otherwise agreed, machine piling in each unit shall be completed following logging and within 90 days of acceptance of logging requirements by Forest Service.
5. Forest Service, at its discretion, may eliminate areas requiring machine piling when Forest Service determines that machine piling is unnecessary to meet management objectives or would detrimentally affect resources. In the event areas are eliminated, Forest Service may remeasure quantities as described below under Inspection and Acceptance.

**Mandatory Project #5 - GRAPPLE PILING BY THE HOUR (25 hours total) - (A.4.3.)**

1. Forest Service shall designate areas after completion of logging within cutting units, on slopes generally <35%, concentrations of Logging Slash, which shall be piled using equipment with a boom having an operating radius of at least 20 feet and equipped with a grapple. Contractor shall leave two of the largest trees per acre that are greater than 15" large end diameter and 30' long scattered throughout the unit
2. Unless otherwise agreed, Grapple Piling in each unit shall be completed within 90 days of acceptance of logging requirements by Forest Service.
3. Payment method shall be on an hourly basis. Contractor shall keep a daily log of piling hours by unit. Log book shall be made available for inspection upon request by the Forest Service to verify hours worked and payment amounts.

**Mandatory Project #6 - MACHINE PILING BY THE HOUR(25 hours total) - (A.4.3.)**

1. Forest Service shall designate areas after completion of logging within cutting units, on slopes generally <35%, concentrations of Logging Slash, which shall be Machine Piled by tractor equipped with brush rake for disposal by Forest Service. Contractor shall leave two of the largest trees per acre that are greater than 15" large end diameter and 30' long scattered throughout the unit
2. Unless otherwise agreed, Machine Piling in each unit shall be completed within 90 days of acceptance of logging requirements by Forest Service.
3. Payment method shall be on an hourly basis. Contractor shall keep a daily log of piling hours by unit. Log book shall be made available for inspection upon request by the Forest Service to verify hours worked and payment amounts.

**INSPECTION AND ACCEPTANCE**

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

Government Inspections: The Forest Service Representative, Sale Administrator, or designated inspector will conduct all inspections. The Contractor (or designated representative) is encouraged to be present to observe inspections. Inspections will be a walk-through visual examination of the unit. Refer to G.3.6 Acceptance of Work.

Measurement for Stewardship Credit. Acreage was measured on a horizontal plane using a Global Positioning System. Unless otherwise indicated by this contract, the contractor may request remeasurement of any quantities. The request must be made in writing and must be made within 10 calendar days of completing work on the unit in question. If remeasurement indicates a variance of five percent or less from the stated quantity, the Forest Service

may deduct Stewardship Credits to the Contractor equal to the cost of this remeasurement. If remeasurement indicates a variance of more than five percent from the stated quantity, Stewardship Credits will be based on the remeasured quantity, and the Contractor will not be liable for the costs of remeasurement. All remeasurements will be done by the Forest Service. The Forest Service may remeasure quantities of completed stewardship work activities at its discretion. Forest Service will bear all costs for discretionary remeasurement. Remeasured quantities will be the basis for awarding Stewardship Credits. Remeasurement of acreage will be done using a Global Positioning System.