

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name :	Cripple Branch Stewardship	Type of Contract :	Premeasured
National Forest :	Ozark St. Francis	Ranger District :	Boston Mountain
Bidding Method :	Sealed Bid		
Location to Receive Offers :	Supervisor's Office, 605 W. Main, Russellville, Arkansas		
Date :	08/24/2018	Time :	10:00 AM

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

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

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

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

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

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

The sale area is located on the Ozark National Forest, Boston Mountain Ranger District, approximately 4 air miles Southwest of Cass, Franklin County, Arkansas. The contract area includes about 1,924 acres of which an estimated 902 acres are marked and/or designated for cutting. The method of cut includes 64 acres of pine shelterwood cutting, 835 acres of pine thinning, and 3 acres of clearing for road rights-of-ways.

This is a pre-measured timber sale. The following listing of Included Timber is for information only. Refer to the sample contract for specific requirements.

All trees that meet utilization standards listed in AT.2 within Individual Tree Marked Payment, Cut Tree Marked Payment Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29 (CTM as shown on the Sale Area Map) that are designated for cutting have been marked by paint spots below stump height and at about eye level. Payment Units 1-4, 8, 9, 13-15, 21, 23-25, 27, and 29 are marked in BLUE paint. Payment Units 5-7, 11, 18, 19, 22, and 26 are marked in YELLOW. Payment Units 10, 12, 16, 17, 20, and 28 are marked in GREEN. Sawtimber trees have 2 spots on the stump and small roundwood trees have one mark. Any piece meeting minimum size specifications prior to bucking must be removed. Bucking into less than minimum piece specifications will not be allowed.

Payment Unit boundaries are marked with orange paint or as described in Contract Provision KT-CT.3.0# Payment Unit Boundaries.

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

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

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

Mandatory Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mandatory Timber Cutting Units :							
Cedar	Sawtimber	CCF	1.00	0	\$17.06	\$0.00	\$0.79
Hardwoods	Sawtimber	CCF	85.00	0	\$46.06	\$0.00	\$0.79
Southern Yellow Pine	Sawtimber	CCF	10,221.00	0	\$49.45	\$0.00	\$0.79
	TOTAL	CCF	10,307.00			\$0.00	\$8,142.53

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.

Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Combined Hardwoods	Pulpwood	CCF	\$1.00		\$0.79
Combined Softwoods	Pulpwood	CCF	\$1.00		\$0.79

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			
PA 1-01	Wildlife Stand Improvement	Acres	6.00
PA 1-02	Wildlife Stand Improvement	Acres	17.00
PA 1-03	Wildlife Stand Improvement	Acres	31.00
PA 1-04	Wildlife Stand Improvement	Acres	39.00
PA 1-05	Wildlife Stand Improvement	Acres	14.00
PA 1-06	Wildlife Stand Improvement	Acres	11.00

5. PERIOD OF CONTRACT. The normal operating season covers the period between 03/15 and 12/15.

Contract termination date is 10/31/2022. 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-2400-13T provides for collecting the estimated public works road construction cost as each payment unit is released for cutting, 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. A performance bond is required. The penal sum of the bond will be 10 percent of the total offer value for included timber, rounded up to the nearest \$100 when the total offer value is \$10,000 or less; and rounded up to the nearest \$1000 when the total offer value exceeds \$10,000; or \$51000, whichever is greater.

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 *
1521	CRIPPLE BRANCH	D	0.66 / 1.06	\$57,988.00	R

* C = Construction
R = Reconstruction

The required specified road completion date for all roads is 08/30/2019. 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 \$65,680.00

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 120 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 \$57,988.00. 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" KT-CT.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 KT-CT.3.2.3 - Construction Clearing.
- Add KT-ET.1.2# - Amount Payable for Timber.
- Add KT-IT.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 \$7,692.00 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 Number	Termini From -To(MP or Sta.)	Engineering Services Completion Date
1521	0 — .66	08/30/2019

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

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE CONTRACTS. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. Not Applicable.

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

15. AWARD. The Contracting Officer is required to make a determination of Contractor responsibility as stated in Title 36, Section 223.101, of the Code of Federal Regulations. To determine a Contractor to be responsible, a Contracting Officer must find that:

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

f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

18. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017). These rules require each contractor, to submit a certification for itself, its principals, and its affiliates when submitting an offer on stewardship contracts. The offeror must designate its status regarding debarment, suspension, and other matters as specified on the offer form. The offeror, by signing the offer, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the competition. Also, as a Contractor enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with the offer. Contractor must keep these subcontractor certification forms on file for review by the Forest Service, if requested. The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, U.S. Dept of Labor OSHA, 10810 Executive Center Drive, Danville Bldg, Suite 206 Little Rock, AR 72211, 501-224-1841.

20. GENERAL. This contract includes K(T)-I(T).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(T).2.1-Contract Term Adjustment is inapplicable.

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>.

A pre-bid meeting will be held at the Boston Mountain Ranger District Office on August 1, 2018 at 9:00 A.M. to discuss specifics of the contract including technical specifications.

The successful offeror shall register in the System For Award Management (SAM) at www.sam.gov.

Pre-operations Meeting: The Purchaser or its representative shall have a pre-operations meeting with the Forest Service Representative before operations begin. This meeting is to provide each party an opportunity to discuss the details of the contract, billing procedures, logging plans, roads to be used for hauling and other matters pertinent to the timber sale.

Erosion Control Requirements: This sale has an estimated 47.87 acres of erosion control work. Purchaser shall revegetate areas where soil

disturbances by Purchaser's operations will result in soil losses from erosion, normally by seeding or planting with grasses or other suitable plant material. Purchaser shall vegetate areas designated by the Forest Service in accordance with the specifications listed in the Contract, including temporary roads, skid trails, and landings. Refer to the sample contract for specific requirements.

Temporary Road Construction: There is an estimated 3.54 miles of temporary road construction in the sale. The location and clearing widths of all temporary roads and landings shall be agreed to and all timber within the clearing limits shall be paid for before construction is started. The purchaser, under average conditions, will need to place 120 tons of SB2 and 240 tons of 3 inch minus on Temporary Roads at locations agreed to by the Forest Service. These locations include approaches to surfaced roads, streamcourse crossings, steep grades, or at moist sites and fills over culverts. Refer to the sample contract for specific requirements.

Safety: Traffic control signs will be placed at agreed locations designated at the pre-operations meeting prior to hauling or as shown on the Sale Area Map. These signs must be maintained during hauling and must meet the Manual on Uniform Traffic Control Devices standards.

The purchaser will be required to perform pre, during, and post haul road maintenance for approximately 6.64 miles of existing roads as specified in the sample contract under KT-FT.3.1#.

Pre-haul maintenance must be complete before any hauling is permitted. Roads 1521, 95420A, 95420C, 95420D, 95420E, 95420F, 95420J, 95420K, 95420L, and 95420M will require dozer blading and brushing. The following roads will require gravel for pre/during haul maintenance, 1521 (100 tons SB2 and 80 tons 3 inch minus), 95420A (20 Tons 3 inch minus), 95420C (120 tons 3 inch minus), 95420D (160 tons SB2 and 100 tons 3 inch minus), 95420E (20 tons SB2 and 80 tons 3 inch minus), 95420F (40 tons 3 inch minus), 95420J (80 tons 3 inch minus), and 95420M (60 tons 3 inch minus).

For during haul maintenance the following roads will require dozer blading, brushing, and ditch and drainage maintenance, 1521, 95420A, 95420C, 95420D, 95420E, 95420F, 95420J, 95420K, 95420L, and 95420M.

For post haul maintenance the following roads will require dozer blading and ditch and drainage maintenance, 1521, 95420A, 95420C, 95420D, 95420E, 95420F, 95420J, 95420K, 95420L, and 95420M.

The following roads will require seeding and earth mound road closure, 95420E, 95420J, 95420L, and 95420M. The following roads will require seeding and closure of existing gate, 95420A, 95420D, and 95420K.

Rock required in the maintenance of the roads will be placed at locations designated by the Forest Service. If this material is not needed, the estimated cost shall be charged to the Timber Sale Account in accordance to IT.3.1 of the contract.

The purchaser will be required to pay \$ 0.79 per CCF (in addition to the stumpage cost) for road deposits. These deposits are for recurrent and/or deferred road maintenance. Additional timber added to the contract after contract execution will also include this charge. Refer to the sample contract for specific requirements.

Requirements for Protection of Threatened and Endangered Species Habitat, Cultural Resource Sites, and Cave Resources: The location of areas that require special measures for the protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, the location of known historic or prehistoric sites, such as settler or Indian artifacts, buildings, objects, and properties related to American history, architecture, archaeology, or culture, and the location of cave resources are identified on the ground. The purchaser will be given a location map at the pre-operations meeting. The contract contains measures needed to protect such areas, but if they prove inadequate, or if other such areas or species are discovered, the Forest Service may either cancel or unilaterally modify the Contract to provide additional protection, regardless of when such facts become known. Either party shall promptly report to the other the discovery of any other areas. Refer to the sample contract for specific requirements.

****ATTENTION***ATTENTION*****

The Forest will conduct an Indiana Bat Survey in the Spring of 2020. Discovery of the Indiana Bat at that time will significantly impact harvest operations on the timber sale from that time forward. In the event of discovery of the Indiana Bat an agreement will be made with the purchaser for additional time on the contract.

ALL Payment Units are located within the Secondary Indiana Bat Management Zone. If an Indiana Bat is found during the next survey scheduled for Spring of 2020, the following logging restriction is required for All Payment Units: cutting or felling is prohibited between May 1 and November 30.

Streamcourse Protection Requirements: Culverts, bridges, or fords shall be required where temporary roads or skid roads cross protected

streamcourses shown on the Sale Area Map. All vehicles are prohibited within a PINK boundary along either side of streamcourses designated on the Sale Area Map. Vehicles will be allowed to enter streamcourses only at locations designated by the Forest Service, or as essential to construction or removal of culverts or bridges. Refer to the sample contract for specific requirements.

In addition to the volume listed on the bid form and on page 2 of this prospectus there are 2,961 CCF's of pine small roundwood (pulpwood and topwood) and 165 CCF's of hardwood small roundwood (pulpwood and topwood) that can be purchased at the fixed rate of \$1.00 per CCF and road deposits of \$0.79 per CCF. If the high bidder chooses to purchase this small roundwood it will be added to the contract after bid opening and listed as Timber Subject to Agreement. If Timber Subject to Agreement is purchased, then these trees must be felled, but removal is optional.

Requirements for Protection of Special Areas: Special Areas, designated with an "SA" on the Sale Area Map, will require special protection measures. Refer to the sample contract for specific requirements.

Slash Disposal Requirements: Purchaser shall remove all logging slash and other debris resulting from Purchaser's operations from cleared pipeline and power line rights-of-way, road surfaces, shoulders, and drainage ditches, trails, and from protected streamcourses shown on the Sale Area Map. In areas of Payment Units with the symbol "SSSS" as shown on the Sale Area Maps, the Purchaser shall lop and scatter, all logging slash and temporary road clearing slash and root wads to lie within 2 feet of the ground for the first 50 feet and within 4 feet of the ground for an additional 50 feet where visible from roads 1521, 95420E, and 95420ER. In Payment Units with the symbol "SD" as shown on the Sale Area Maps, where possible, log landings will be located along temporary roads to minimize viewing from roads 1521, 95420E, and 95420ER. Refer to the sample contract for specific requirements.

The Forest Service has appraised local material for the crushed aggregate and rip rap from a private source (River Valley Quarry) in Section T8N, R26W. Forest Service has not obtained any commitment for price, quantity, or when or if, such material would be available. Offerors must make their own determination of price availability, quantity, and time material will be available.

Schedule of Release of Payment Units: Unless otherwise agreed to in writing, no more than 4 payment units may be operated at one time.

If you are interested in seeing the timber/stewardship project work or discussing the conditions of the contract, please contact the Timber Management Assistant, Coy Longshore, in Ozark, AR at 479-667-2191.

Disregard statement in section (a), item (4), sub item (ii) in the Instructions For The Preparation Of Technical And Price Proposals. Submit five (5) copies of the technical proposal.

The successful offeror shall register in the System for Award Management (SAM) at www.sam.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 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, and

(ii.) Three copies of the technical proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. Refer to offer form for Technical Proposal Instructions.

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 factors 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 factor.

EVALUATION CRITERIA

The evaluation factors for this contract and their relative importance are listed below. All subfactors within a factor are equal in weight. Technical evaluation factors may be weighted in only one of the following two ways:

- (1) They may be ranked in numerical order of importance, where 1 is most important. Equal rank indicates approximately equal importance; or
 (2) They may be weighted as an approximate percentage of 100%. Method (2) may be used any time, but it must be used if any factor is disproportionately weighted.

All technical evaluation factors (I. below), when combined, are approximately equal to price (II. below).

If box is checked, supplemental technical proposal information is included with this solicitation.

I. <u>Technical Evaluation Factors</u>	<u>Ranking of Importance</u>	or	<u>Approximate Weight</u>
A. Technical Approach			40%
1. Plan of Operations			
2. Quality Control			
3. Contract Manager and On-the-Ground Supervisor(s)			
4. Equipment			
5. Production Capability			
6. Other Subfactors:			
Treatment of optional Forest Products			
B. Capability and Past Performance			40%
1. Key Personnel			
2. Subcontractors			
3. Past Contacts			
4. Other Subfactors:			
N/A			
C. Utilization of Local Workforce			20%
1. Other Subfactors:			
N/A			

II. Price Evaluation Factor

A. Offeror's price proposal information is required on offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

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. 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.