INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

ardship Contract Name :	Thor Stewardship	**Type of Contract :**	Premeasured
National Forest :	Deschutes	**Ranger District :**	Bend/Ft Rock
Bidding Method :	Sealed Bid		
Location to Receive Offers :	Deschutes National Forest Supervisor's Office, 63095 Deschutes Market Road, Bend, OR 97701		
Date : 08/26/2014	**Time :** 11:00 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 l be practical and be prepared simply and economically, providing a straightforward, concise description of the Contractor's ability to he 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 Thor Stewardship project is a commercial thinning of Lodgepole pine and Ponderosa pine. The project consists of 49% Lodgepole, 32% Ponderosa pine and 19% of green bio mass material. To access Sale Area proceed South from Bend OR. on Highway 97 19 miles to Road 21. Turn left for approximately 2 miles to the junction of Road 210012.See Sale Area Map.

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	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 :							
Lodgepole Pine	Sawtimber	CCF	13,050.00	$1.00	$15.09	$2.89	$3.61
Ponderosa Pine	Sawtimber	CCF	8,364.00	$1.00	$30.22	$2.89	$3.61
White Fir and other coniferous species	Sawtimber	CCF	52.00	$1.00	$45.05	$2.89	$3.61
Only the Fixed Rate Applies :							
Softwood Other	Grn Bio Cv	CCF	5,100.00	$.25	$0.25	$2.89	$3.61
	TOTAL	CCF	26,566.00			$76,775.74	$95,903.26

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

Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
All Species	Grn Bio Cv	CCF	$0.25		$3.61

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	Precommercial thinning (PCT) of sub merchantable trees	Acres	2,016.00
002	Mechanical treatment of PCT slash.	Acres	1,182.00
003	Hand Treatment of PCT slash.	Acres	50.00
004	Road Closure	Miles	.30
Optional Stewardship Work Items			
005	Precommercial thinning (PCT) of sub merch	Acres	1,263.00
006	Mechanical Treatment of PCT slash	Acres	215.00

5. PERIOD OF CONTRACT. The normal operating season covers the period between 05/01 and 11/30. Contract termination date is 03/31/2018. 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 ' to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid h.

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 $45100, whichever is greater.

8. SPECIFIED ROADS. 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.

rs, by signing the offer form, certify that, to the best of offeror's knowledge, the offeror will meet the requirements in 36 CFR .01, 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 ct 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, Federal Office Building 1220 Southwest 3rd Avenue, Room 640, Portland, Oregon 97204, (503) 326-2251.

20. **GENERAL.** Corporations submitting an offer under this solicitation must include form AD-3030-FS, 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.

The purchaser shall ensure that all equipment used on sale is free of dirt and debris that could hold seeds of noxious weeds before moving the equipment onto National Forest Lands. See GT.3.5

Location of tractor skid roads / trails shall be approved in advance of felling, construction or use. See KT-GT.4.2# and GT.4.2.2.

The Purchaser or purchaser's Representative shall schedule a conference with the Forest Service before cutting begins. This meeting will provide for each party an opportunity to discuss details of the contract, billing procedures, logging plans, haul routes, and other matters pertinent to the sale.

KT-GT.7. KT-GT.7.4# Slash Treatments Requirements: Slash plans for and Specifications for Yarding, Piling and / or Decking Slash on Landing and Temporary Roads apply to all Payments Units. Whole Tree Yarding /Leave Tops Attached applies to all Payment Units.

This is a Tree Measurement (Premeasured) Sale and payment is based on Forest Service volume estimates.

Prospective bidders are urged to examine the sample contract, sale area, and timber before bidding.

offeror must enter Tax Identifiation Number (or Social Security Number if offeror does not have a Tax ID Number) Bid For Intergrated urce Timber Contract form in blank labeled Tax Identification Number. All personal information is requested on a voluntary basis. However if not provided your bid will not be accepted.

If awarded to a purchaser who has recently had a sale that defaulted or was terminated by Forest Service an additional down paymernt amount may be applied.

Contractor may request a copy of USDA Forest Service GTR PNW-52- Photo Series for quantifying forest residues pages 168 and 169 for further information to include in their technical proposal for stewardship project 14000

Timber Subject to Agreement is located in units 9, 15, 24, 30, 31, 36, 39, 49, 53, and 57. Consists of live lodgepole pine between 5.0 - 6.9 DBH .

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

Disregard information relating to Central Contractor Registration (CCR) this project will be using System for Award Management (SAM).

A pre-offer conference will be held for prospective offerors at 9:00AM local time Tuesday 07/22/2014 at Bend / Fort Rock Ranger District, 63095 Deschutes Market Road, Bend Oregon. The porpose of this meeting is to go through Intergrated Resource Contract Timber Contract, explain the Best Value award process and requirements for both the price and technical proposals, and explain / review the requirements of the stewardship restoration projects.

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 ɔr also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered ıı 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 ʒovernment, from both price and technical standpoints. However the Government may, after evaluation of proposals, conduct further oral ʃitten discussions as appropriate, with all offerors whose proposals are within a competitive range. Proposals that do not address one or ıı.ıore 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.

Factor	Approximate Weight
A. Price	50%
B. Technical Approach	50%
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	0%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	0%
E. Other	0%

Percentages are no longer assigned to evaulation criteria. Please refer to the "Region 6 Technical Proposal Template for

Intergrated Resource Timber Contract" to identify the evaluation criteria as either approximately equal in importance or listed in descending order of importance.

rd Statement. One award will be made to the offeror (a) whose proposal is technically acceptable and (b) whose technical/price nship is the most advantageous to the Government. All technical evaluation factors (B-D), when combined, are approximately equal to (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.

C. Table of mandatory and optional Stewardship Projects. See AT.4.3 or AT.4.4 , and KT – GT.9# in sample contract for more information.

Project #	Mandatory or Optional (M or O)	Project Description	Unit of Measure	Quantity
001	M	Precommercial thinning (PCT) of sub merchantable trees	Acres	2016
002	M	Mechanical Treatment of PCT slash	Acres	1182
003	M	Hand Treatment of PCT Slash.	Acres	50
004	M	Road Closure	Miles	.3
005	O	Precommercial thinning (PCT) of sub merch.	Acres	1263
006	O	Mechanical Treatment of PCT slash	Acres	215

D. Table of Restricted Operating Periods Applicable to Timber Removal.

Restriction	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sept	Oct	Nov	Dec
Units 48,49			X	X	X	X	X	X				

E. Contractors are to submit as part of their proposal package the number of paper copies indicated below.

Item Description	# of Copies
Offer Form FS-2400 – 14BV signed by Contractor	1
Technical Proposal	3

F. Unit Volume and Logging Systems Summary. A ground based system is required.

See Attached Volume Summary.