

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name: Bucks Stewardship

Type of Contract: Tree Measurement

National Forest: Plumas

Ranger District: Mount Hough

Method: Best Value

Location to Receive Offers: Plumas National Forest Supervisor's Office
Address: 159 Lawrence Street
Quincy, CA 95971

Date: February 27, 2015 Time: 9:30 AM

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

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

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

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

3. LOCATION AND DESCRIPTION OF TIMBER AND STEWARDSHIP WORK

ITEMS. Refer to the sample contract and contract area map attached to the sample contract for legal location of contract area, location of Payment Units, the acreage of contract area, the Payment 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 Bucks Stewardship Timber Sale area is located in the Mount Hough Ranger District, Plumas National Forest within Plumas County, State of California. Legal location is: T23N, R7E, sections 1, 2, 3, 4, 9, 11 and 12; T23N, R8E, sections 5, 6, 7 and 18; T24N, R7E, sections 27, 28, 33 and 36; T24N, R8E, sections 31 and 32; MDBM. The Contract Area comprises approximately **2,493** acres of public land in the Bucks Lake basin approximately four miles southwest of the community of Meadow Valley.

25 Payment Units cover 470.8 acres with 394.5.0 acres having fuel reduction treatments. There are 13 Group Selection Units of which 12 are included within the boundaries of the Payment Units. The 13th Group Selection Unit (#105) is not included in any of the Payment Units, thus is considered also as a Payment Unit. All timber to be harvested is designated with GREEN tracer paint. Sawtimber product estimations are: 4,244.5 CCF (2,274.6 MBF/15,805 tons) of white fir and red fir; 2,323.3 CCF (1,118.4 MBF/8,589 tons) of ponderosa and Jeffrey pine; 57.8 CCF (28.33 MBF/198.2 Tons) of lodgepole pine; 45.0 CCF (23.20 MBF/175.1 Tons) of sugar pine, and 0.7 CCF (0.26 MBF/2.1 Tons) of incense cedar. Non- sawtimber products (biomass) estimation is 2,102.4 CCF (11.215.3 Tons). Contractual boundaries of the Payment Units are marked with orange tracer paint and yellow signs. Silvicultural boundaries for the Group Selections are marked with white tracer paint.

Description of Stewardship Work Items is in Prospectus Item 4, Stewardship Schedule of Work Items. All Work Items are within the Contract Area.

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

				Rates Per Unit of Measure			
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Total Bid (g)	Additional Deposits for Slash Disposal (h)
Mandatory Timber Cutting Units							
Ponderosa/Jeffrey Pine	Sawtimber	CCF	2,323.25	\$5.11	\$7.13		\$1.38
Sugar Pine	Sawtimber	CCF	45.01	\$5.60	\$16.52		\$1.38
White/Red Fir	Sawtimber	CCF	4,244.52	\$4.48	\$31.65		\$1.38
Lodgepole Pine	Sawtimber	CCF	57.81	\$1.12	\$3.40		\$1.38
Incense Cedar	Sawtimber	CCF	0.66	\$2.03	\$20.98		\$1.38
Combined Softwood	Biomass	CCF	2,102.4	\$0.25	\$0.25	//////////	0
Minimum Acceptable Total Bid						\$152,383.44	

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.

Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Other than appraised, ie: Western White Pine and Douglas-Fir	Sawtimber	CCF	Yes	1.38	0.91

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$ 31,746.00 is included in total timber value.

The mandatory stewardship work items, as shown in AT.4.3 or AT.4.4 of the sample contract, shall be performed.

Optional stewardship work item(s), as funds permit, 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 Item (KT-GT.9#)			
1 and 1.1	<p>PROJECT WORK ITEM #1 <u>Mandatory</u> Unit 87.1 (0.4 acres) and PROJECT WORK ITEM #1.1 <u>Mandatory</u> (Unit 88.1 (6.0 acres): Hand thin, Buck and Pile Pacific Crest Trial (PCT) Corridor to 70 feet from each side of the trail for Forest Service burning :</p> <p><u>Pre-Existing Down Wood:</u> Hand buck all down woody material no larger than 12 inches diameter (large end) into lengths no more than 6 feet.</p> <p><u>Standing Dead (Snag) Trees:</u> Hand cut all standing dead trees greater than 2 feet in height to a maximum of 12 inches DBH, irrespective of height. Buck all cuttings into lengths no more than 6 feet.</p> <p><u>Live Standing Trees:</u> Hand thin live standing trees greater than 2 feet in height to a maximum of 8 inches DBH (irrespective of height), to a desired average spacing of 25 feet between trees selected to be retained (minimum spacing of 20 feet to a maximum spacing of 30 feet). Best phenotype trees to be retained by the following preference: sugar pine, ponderosa/Jeffrey pine, Douglas-fir, red fir/white fir, incense cedar and lodgepole pine.</p>	Acres	6.4

<p>Hand buck all cuttings into lengths no more than 6 feet.</p> <p><u>Pile:</u> Collect and pile all hand thinned and cut material 2 feet in length and greater; and all bucked and felled dead material up to 6 feet in length. Locate piles no closer than 10 feet from the trail. Piles will be no larger than 6 feet wide to no less than 4 feet tall, and no closer than the drip-line of a retained tree. Cover ¼ of the top of each pile with waterproof material. ie: 4 mil plastic.</p> <p><u>Protection of the Beckwourth Historic Trail and underground AT&T cable when using the single skid trail required for harvest operations in the north segment of Payment Unit 88:</u> Skid trail is located at approximately 660 feet from the Bucks Lake Road and is identified by pink flagging and white flagging. It is approximately 180 feet long from PCT Corridor boundary-to-boundary and will average 20 feet wide. That portion crossing the PCT, the historic location of the Beckwourth Trail and the buried AT&T cable is approximately 10 – 12 feet long. This portion will require the same protection as for the underground cable, ie: cover with logs, then dirt over the logs for skidding operations.</p> <p><u>Restoring the PCT tread and that part of the Corridor occupied by skid trail after harvest operations in the north segment of Payment Unit 88.</u> Winthin 24 hours after use of the skid trail, remove the protective log and dirt cover, then clean out Beckwourth Trail footprint until as presented before operations. Trail tread is to be restored to its original condition, as presented before disturbance. For remainder of the skid trail hand level and fill in the disturbed area with forest woody debris.</p> <p><u>Unit Boundary Description</u> is the boundaries of Unit 87 and Unit 88, painted in ORANGE facing away from the PCT corridor. The PCT forms the northeast boundary of Unit 87.1 and the east boundary of Unit 88.1 (see the CAM).</p>		
--	--	--

2	<p>Gravel-surfaced Driveway Repair caused by Contractor Operations – Timberline Lodge: Application of ½ - ¾ inch minus rock, if required, to restore the driveway to the following specifications: 4 inches deep, spread to the width of the driveway up to full length of the driveway (approximately 500 feet) from the diversion ditch crossing to Bucks Lake Road to a maximum of 74 cubic yards of material.</p>	Cubic Yard	74
2.1	<p>Gravel-surfaced Driveway Repair – Bucks Lake Camp and RV: Application of ½ - ¾ inch minus rock, if required, to restore the driveway to the following specifications: 4 inches deep, spread to the width of the driveway up to 200 linear feet along any portion of the driveway damaged or otherwise altered by Contractor operations to a maximum of 60 cubic yards of material.</p>	Cubic Yard	60
2.2	<p>Repair of Leach Line/Waterline buried beneath the ‘boneyard’ haul route – Bucks Lake Lodge: Up to 100 feet of leach line and 100 feet of water line where there is loaded truck traffic, when and where there is evidence of an occurrence of failure, ie: wet spot and/or slumping of haul road in the ‘bone yard.’</p>	Linear Foot	100
3	<p>Construction of a Temporary Road to Bypass a Leach Field – Bucks Lake Lodge: Approximately 400 linear feet of temporary road from 12 – 15 feet wide to bypass a leach field established on the original temporary road footprint. This road is to connect the existing temporary road to the ‘boneyard’ haul route to Bucks Lake Road, as described in <u>KT-GT.2.2# - PROTECTION OF IMPROVEMENTS</u>. Proposed location is identified on the ground with orange flagging and white flagging.</p>	mile	0.1

NOTE: Optional work items will be available depending on available funding.

5. PERIOD OF CONTRACT. The normal operating season covers the period between 06/01 and 10/31. The contract termination date is 12/31/2017. Extensions of this contract may be granted only when the Contractor has met specified conditions.

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

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

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total offer value for included timber, rounded to the nearest \$100 when the total offer value is \$10,000 or less; and round to the nearest \$1000 when the total offer value exceeds \$10,000; or N/A, whichever is greater. If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be in accordance with the Contracting Officer's letter.

8. SPECIFIED ROADS. 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 KT - FT.3.5# and in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL KT - PROVISIONS. See sample contract.

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

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

14. **LOG EXPORT AND SUBSTITUTION RESTRICTIONS.**

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

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

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

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

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;

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

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

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

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

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

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

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

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

21. GENERAL.

THIS IS A TREE MEASUREMENT SALE. THE VOLUMES REPRESENTED IN THE CONTRACT ARE THE FOREST SERVICE ESTIMATE OF THE AMOUNT TO BE CUT. This sale was cruised to Forest Service Manual and Handbook requirements for a tree measurement sale. Copies of the cruise may be viewed at the Mt. Hough Ranger District office, Quincy, CA. Average DBH Information: Sawtimber – 14.0 inches, Non-sawtimber – 6.3 inches.

LIMITATION ON LIABILITY

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

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>.

EQUIPMENT CLEANING

GT.3.5 Equipment Cleaning. Prior to moving Off-Road Equipment onto the contract area, Contractor is required to either: 1) clean equipment of seed, soil, vegetative matter, and other debris that could contain or hold seeds and coordinate with Forest Service for inspection/acceptance, or 2) submit documentation to Forest Service for review/approval that equipment last operated in an area free of invasive species of concern. A list of noxious weeds of concern to the Forest Service is available for Contractor's inspection at the Supervisor's Office or District Ranger Station.

If the location of prior operation cannot be identified and verified as free of invasive species of concern, the Contractor shall assume that the prior location is infested with invasive species of concern.

The Contract Area Map (CAM) does indicate noxious weed (invasive species of concern) locations. If a site is located in a Payment Unit, prior to moving any off-road equipment from that Payment Unit, or through any other area that is shown as being free of invasive species, Contractor shall clean such equipment and shall notify Forest Service and schedule an inspection by Forest Service for acceptance that equipment is free of seed, soil, vegetative matter, and other debris that could contain or hold seeds.

SPECIAL ROAD CONSIDERATIONS

Contractor must obtain a County Road Encroachment permit if any portion of the Contractor's operations occurs adjacent to a county road or if any portion of the haul route includes a county road.

Note: permit specifications could affect operations, ie: timing of snow plowing, sanding, road closures.

A Traffic Control Plan and other safety requirements, as outlined in GT.3.3 Safety, are necessary for operation on or adjacent to Forest Service Roads and Trails.

Contractor will be required to fell all designated hazard trees along roads within the Bucks Stewardship Timber Sale area and/or National Forest System Roads designated for transport of forest products in accordance with contract provision KT-CT.3.5# - Designation of Timber (6/2012). All hazard trees will be marked with GREEN paint by Forest Service in advance of Contractor falling any other timber in the vicinity.

Contractor's ability to use National Forest water supply locations to abate dust may be limited due to site maintenance or drought conditions. In order to meet dust abatement requirements in KT-FT.3.1# - Road Maintenance Requirements (7/01) and KT-FT.3.5# - Road and Water Supply Use (5/2008), the use of magnesium chloride may be needed should National Forest water supply locations be inaccessible or have inadequate flow levels, which could limit or exclude their use.

SPECIAL CONSIDERATIONS

All landings, skid trail approaches up to 200 feet from landings and newly constructed temporary roads will require tillage prior to closure of Payment Units. No tillage will be allowed on slopes exceeding 25%. To achieve the best results and prevent additional soil damage, a winged subsoiler should be used.

In some areas backblading or other methods, as mutually agreed by the Contractor and Sale Administrator (SA) may be used to rehabilitate these areas as well. See KT-GT.6 – Erosion Protection and Control (5/2008) in the Contract.

For Payment Units 75, 95, 96 and 104 Pacific Gas and Electric Company (PG&E) land use for an existing landing location is by company permit, if chosen for use by Contractor. Alternative would require longer skids and/or construction of a landing requiring tree removal.

KT-GT.2.2# -Protection of Improvements (5/2008) Contractor shall notify Forest Service at least **10** days prior to any operations in the vicinity of improvements identified on Contract Area Map.

KT-GT.2.4# SITE SPECIFIC SPECIAL PROTECTIVE MEASURES (9/-04):
Cultural Resources Protective Measures

After Contract award, a Contract Area Map (CAM 3 of 3) will be available to the Contractor, and will indicate known locations of Cultural Resources that are to be avoided, and protected. Known sites are indicated on the ground by red/black candy stripe flagging and red plastic CA tags stapled to trees.

Wildlife and Botanical Protection Measures: Contract Area Map (CAM) indicates known locations of **Botanical Resources** that are to be avoided, and protected. Known sites are indicated on the ground by blue/black candy stripe flagging and red plastic CA tags stapled to trees.

The Contract Area Map (CAM) indicates no known **noxious weed** site(s). Any discovered site is to be avoided and the Ranger District Botanist notified. Site(s) will be identified on the ground with orange flagging with 'NOXIOUS WEEDS' printed in black.

Wildlife Control Area (CAM) - The CAM has aspen tree WCA sites identified in and adjacent to Payment Unit 87. There is also a WCA site not identified on the CAM in Payment Unit 96. These sites are not identified on the ground with flagging. Operations are not allowed when the soil within these areas are wet, ie: if a sudden rain storm occurs, then wait for the soil to dry out before resuming operations.

For protection of Sierra Nevada Yellow-Legged Frog and habitat the following plan will be followed: Water Drafting Plan

1. New or existing water draft sites would be evaluated with the Mt. Hough district biologist prior to changes or use. Drafting sites shall be visually surveyed for amphibians and their eggs before drafting begins.
2. Mucked out debris, bedload sediment, etc. shall be transported to an appropriate disposal site (to be designated) if no apparent site is feasible.
3. Maximum draw-down volumes would be estimated prior to use of the draft site. Minimum pool sites would be maintained during drafting using measurements such as staff gauges, stadia rods, tape measures, etc.
4. Back down ramps would be constructed and or maintained to ensure the streambank stability is maintained and sedimentation is minimized. Rocking, chipping, mulching, or other effective methods are acceptable in achieving this objective. As necessary, earthen or log berm, straw waffle, certified hay or rice straw bale berms, or other containment structures would be constructed at the bank full water line to protect the stream bank.

5. Forest personnel and Contractor shall use the Forest Service approved suction strainer (FGM 5161) or other foot vales with screens having openings less than 2mm in size at the end of drafting hoses. The suction strainer shall be inserted close to the substrate in the deepest water available; the suction strainer shall be placed on a shovel, over plastic sheeting, or in a canvas bucket to avoid the substrate and any resident amphibians.

Limited Operational Periods (LOP):

Recreation Bucks Lake Road (PC414) and Oroville-Quincy Hwy (PC423) – no logging operations on weekends for Payment Units 2, 75, 78, 79, 95, 96, 97, 98, 99, 104, 106, and 117 from Memorial Day to Labor Day. Pacific Crest Trail – no logging operations from January 1 to August 15 in north segment of Payment Unit 88 or designated skid crossing though Project Work Unit 88.1 and in the east segment of Payment Unit 87. Bucks Lake Lodge, Timberline Lodge and Bucks Lake Camp and RV - No operations from Memorial Day to Labor Day inclusive for Payment Units 62, 63, 75, 96, 104 and 115.

Three Goshawk Nest Sites: No operations shall take place within the confines of the Limited Operating Period (LOP) areas from Feb 15 to Sept 15, inclusive. This affects Payment Units 99, 117, 954 and 956.

One Osprey Nest Site: No operations shall take place within the confines of the LOP area from Mar 15 to Aug 15, inclusive. This affects the west segment of Payment Unit 115.

One Spotted Owl Nest Site: No operations shall take place within the confines of the LOP area from Mar 1 to Aug 15. This affects the east segment of Payment Unit 64.

OPERATIONS.

KT-GT.3.1.5# Project Operations Schedule (12/2006): Protection of Soil - Operations may occur when soil is dry; that is: 1) in the spring when soil moisture in the upper 8 inches is not sufficient to allow a soil sample to be squeezed and hold its shape, or will crumble when the hand is tapped; and 2) in the summer and early fall after storm event(s) when soil moisture between 2-8 inches in depth is not sufficient to allow a soil sample to be squeezed and hold its shape, or will crumble when the hand is tapped. Winter operations may occur only when the ground is frozen to a depth of 5 inches or over 8 inches of well packed snow.

Given Payment Unit, the Contractor has up to 30 days to complete cutting, skidding and decking of biomass after sawlogs are removed.

Borate application: Treatment of stumps 14 inches in diameter (inside bark and greater) for all live species will be required within 8 hours after cutting, unless otherwise agreed in writing. Treatment shall be with a borate compound registered with the State of California for the prevention of *Heterobasidion* root disease, ie: Sporax.

Project Work Item 1.1 - Unit 88.1: Pursuant to the Environmental Analysis for the Bucks Lake Fuels Reduction Project, only one skid trail is allowed to cross the Pacific Crest Trail (PCT) no closer to the Bucks Lake Road than 660 feet (10 chains). This crossing has been located and indicated on the ground by pink flagging and white flagging within the PCT protective corridor.

Payment Units 2, 78, 79, 83, 87, 88, 95, 96, 97, 98, 99 and 115, and (see CAM): No landings are to be visible from Bucks Lake Road and all other paved roads around Bucks Lake. Any exceptions will be on a case-by-case basis pursuant to Visual Quality guidelines..

Payment Unit 63: Seasonal road to Unit 63 where the road encroaches into the RHCA of a watercourse - Before haul, within the RHCA, emplace brow logs at edge of road between the watercourse and the road; cover any exposed soil between road and stream below brow logs with weed free straw; NO side casting of any material during road improvement actions. After operations, remove brow logs and cover whole area of road within the RHCA with slash, as part of rehabilitation.

The table below shall apply to any wetland discovered during harvest operations and shall be followed accordingly. The CAM indicates where wetland features are located, primarily adjacent to Payment Unit boundaries and Stewardship Work Item boundaries.

Stream Type	Equipment Exclusion Zone by Slope Class	Overall RHCA Width, tract Exclusion Zone et "Restriction Zone"

DEPOSITS

Brush Disposal Treatment Deposit equivalent to **\$1.38/CCF** will be collected. The value of this deposit has been appraised for and applied to the bid rates. The Forest Service system road Surface Replacement Deposit of **\$0.91 / CCF** will be collected. The values of these deposits have been appraised for and applied to the bid rates.

EMERGENCY PRECAUTIONS:

The Project Activity Level (PAL), an industrial operation's fire precaution system, will be used in this contract sale. The Plumas National Forest PAL Central Zone Special Interest Group (SIG) will be utilized to determine the Project Activity Levels. The Plumas Central Zone SIG is based on readings from the Cashman, Pierce and Quincy RD Remote Automated Weather Stations (RAWS). Operators can call 1-800-847-7766 to get daily PALS updates. The "normal operating season" is from June 1 to October 31. The Expected Days per Month at each PAL value for the "normal operating season" is shown in the following table: Plumas NF Central Zone SIG Average Number of Days per Month per Activity Level 2005-2013

A	B	C	D	Ev	E	Days Rated
----------	----------	----------	----------	-----------	----------	-------------------

June	1.7	3.7	12.7	5.2	3.9	0.0	244
July	0.0	0.3	8.3	9.9	10.9	0.1	267
August	0.0	0.1	3.2	8.5	17.2	0.4	265
September	0.1	1.3	7.2	8.4	11.5	0.4	260
October	2.7	3.4	16.1	3.7	0.9	0.0	241

Purchasers seeking to deviate from Project Activity Level (PAL) provision requirements for Ev afternoon days (see KT-HT.2.2# Emergency Precautions 6/2012) are to submit written requests through the Forest Service Representative or Contracting Officer. The Contracting Officer shall obtain concurrence of Forest Line and Fire Management Officer. Purchaser's request is to include what the Purchaser proposes to do to increase their suppression efforts, minimize fire starts and perhaps increasing fire liability amounts in A.14.

KT-IT.2.1.2 - MARKET-RELATED CONTRACT TERM ADDITION (11/08):

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52.

21. INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

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

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

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

OR

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

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

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

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

- (ii.) Three copies of the technical proposal. (iii.) One copy of the business/cost proposal.

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 EVALUATION CRITERIA section below.**

EVALUATION, NEGOTIATION AND AWARD PROCESS

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

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

Award Statement. Award will be made to that offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government. The critical factor in making any price/technical trade-offs is not the spread between the technical ratings, but rather the significance of that difference. The significance of the difference in ratings will be determined on the basis of what that difference is and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

EVALUATION CRITERIA

Capability of the Offeror The Government will assess the capability of each offeror on the basis of the following criteria which are of approximately equal value: (i) Organizational Experience, (ii) Organizational Past Performance, (iii) Local Community Economic Enhancement, and (iv) Understanding of the Government's requirements. The Government will not assess capability on a pass/fail basis, but will use its assessments of capability as a basis for comparing offerors to determine best value.

(i) **Organizational Experience.** Experience is the opportunity to learn by doing. The Government will evaluate each offeror's organizational experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective contract. The Government will not evaluate an offeror's organizational experience on the basis of the personal experience of the offeror's key personnel. However, the Government will consider the extent to which the offeror's key personnel have worked together in the past. The Government will evaluate the organizational experience of the offeror's proposed key subcontractors.

(ii) **Organizational Past Performance.** Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. The Government will contact some of each offeror's customers to ask whether or not that: (1) that the offeror was capable, efficient, and effective; (2) the offeror's performance conformed to the terms and conditions of its contract (specifications); (3) finished within the contract time; (4) the offeror was reasonable and cooperative during performance; and (5) the offeror was committed to customer satisfaction. In evaluating past performance, the Government will contact some of the references provided by the offeror and other sources of information, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases. The Government may evaluate the organizational past performance of the offeror's proposed key subcontractors.

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

(A) **Local Hires.** Offerors who submit the greatest number of local hires having a permanent place of operation closest to the work site will be given a higher rating.

(B) Prime Contractor. Offerors whose permanent place of operation is closest to the work site will be given a higher rating.

(C) Subcontractors. Offerors who submit the greatest number of subcontractors having a permanent place of operation closest to the work site will be given a higher rating.

(D) Small Businesses. Offerors who are small businesses or utilize local small business sawmills will be given a higher rating. A small business concern is a concern primarily engaged in the logging or forest products industry, is independently owned and operated, is not dominant in its field of operation, and together with its affiliates, does not employ more than 500 persons.

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

(A) Plan of Operations. Offeror's plan of operations for both timber removal and stewardship project work, including its timeline and the rationale for work activities to ensure all contractual work will be completed by the termination date.

(B) Quality Control Plan. Offeror's quality control plan for both the harvesting and the stewardship projects.

(C) Supervision. Qualifications of Offeror's contract manager and on-the-ground supervisor.

(D) Equipment. Capability of the equipment Offeror proposes to use to accomplish this contract.

(E) Production Capability. Offeror's production capability to accomplish this contract within the time allowed.

One award will be made to the offeror (a) whose proposal is technically acceptable and (b) whose technical/price relationship is the most advantageous to the Government. All technical evaluation factors, when combined, are approximately equal to cost or price. The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it.

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.