

**INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS**  
**Training Template**

Stewardship Contract Name: Bucks Type of Contract: **Tree Measurement**

National Forest: Plumas Ranger District: **Mount Hough**

Method: **Best Value**

Location to Receive Offers: **Supervisor's Office**

Address: 159 Lawrence Street  
Quincy, CA 95971

Date: **August 27, 2015** 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 sample contract and make their own estimates. Integrated Resource Timber Contract form (2400-13/13T) will be used. Inspect the contract area and the sample contract before submitting an offer. Obtain the appraisal, other information on the timber and stewardship work items, and conditions of offering at Forest Service offices listed above and in the named attached advertisement.

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

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

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

### **3. LOCATION AND DESCRIPTION OF TIMBER AND STEWARDSHIP WORK**

**ITEMS.** Refer to the sample contract and contract area map attached to the sample contract for legal location of contract area, location of payment units (Substitute “subdivision” for “payment unit” for scaled contracts.), location of cutting units, the acreage of contract area, the cutting unit acreage, and location of stewardship work activities.

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

The 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.

Twenty five Payment Units cover 466.1 acres of sawtimber (commercial thin) removal with 396.9 acres of non-sawtimber (biomass) removal. 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 as a Payment Unit. All sawtimber to be removed is designated with green tracer paint. Sawtimber volume estimations are NET, as follows: 4,183.0 CCF (2,243.2 MBF/15,637 tons) of white fir and red fir; 2,326.0 CCF (1,148.5 MBF/8,624 tons) of ponderosa and Jeffrey pine; 52.0 CCF (26.0 MBF/197Tons) of lodgepole pine; 45.0 CCF (23.20 MBF/167 Tons) of sugar pine, and 1.0 CCF (0.3 MBF/4 Tons) of incense cedar. Non- sawtimber (biomass) volume estimation is 2,090.0 CCF (11,148 Tons).

Contractual boundaries of the Payment Units are marked as follows: Boundary line trees are Marked at eye level with three (3) horizontal slash marks facing into the interior of the Payment Unit and vertical marks on each side of the tree facing the boundary line with ORANGE tracer paint. Yellow boundary posters with sale name and Subdivision numbers are intermittently stapled to boundary trees.

Contractual boundaries for the Group Selections are marked as follows: Boundary line trees are Marked at eye level with three (3) horizontal slash marks facing into the interior of the unit and vertical marks on each side of the tree facing the boundary line with WHITE tracer paint. Yellow boundary posters with sale name and Group Selection numbers are stapled to boundary trees.

**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)	Base Indices (i)
<b>Mandatory Timber Cutting Units:</b>								
Incense Cedar	Sawtimber	CCF	1.00	\$1.00	\$1.00	//////////	\$1.37	N/A
Lodgepole Pine	Sawtimber	CCF	52.00	\$1.22	\$2.01	//////////	\$1.37	\$185.54
Ponderosa Pine	Sawtimber	CCF	2,326.00	\$5.00	\$5.00	//////////	\$1.37	\$252.51
Sugar Pine	Sawtimber	CCF	45.00	\$5.00	\$5.00	//////////	\$1.37	\$326.36
White Fir	Sawtimber	CCF	4,183.00	\$4.61	\$17.45	//////////	\$1.37	\$182.41
						//////////		
<b>Minimum Acceptable Total Bid for Mandatory Timber Cutting Units, 14(i)</b>						<b>\$84,953.87</b>		
<b>Only the Fixed Rate Applies.</b>						<b>Fixed Rate</b> \$0.25		
Combined Softwood	Grn Bio Cv	CCF	2,090.00	\$0.25			\$1.37	N/A

**Optional 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)	Base Indices (i)
<b>Optional Timber Cutting Units (Bidding Optional): N/A</b>								
						//////////		
<b>Minimum Acceptable Total Bid for Optional Timber Cutting Units, 14(k)</b>						<b>\$</b>		

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
Douglas Fir	Sawtimber	CCF	\$3.00	\$1.37	\$0.90
Western White Pine	Sawtimber	CCF	\$5.00	\$1.37	\$0.90

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

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

## Stewardship Schedule of Work Items

Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
<b>Mandatory Stewardship Work Items:</b>			
1	Hand Thin, Buck and Pile – see Item 21 GENERAL in the Prospectus for description.	acres	0.4
1.1	Hand Thin, Buck and Pile – see Item 21 GENERAL in the Prospectus for description.	acres	6.0
2.	Timberline Lodge: replace driveway surface with gravel to repair any part of road damaged by operations.	Cubic yards	74.00
2.1	Bucks Lake Camp and RV: replace driveway surface with gravel to repair any part of road damaged by operations	Cubic yards	60.00
2.2	Bucks Lake Lodge: repair of underground leach and waterlines when needed, if damaged by operations.	Linear feet	100.0
3	Bucks Lake Road: construction of temporary road to bypass established leach field.		
<b>Optional Stewardship Work Items : N/A</b>			

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between June 1 and October 31.

The contract termination date is September 30, 2018. Extensions of this contract may be granted only when the Contractor has met specified conditions. Extensions of this contract may be granted only when the Contractor has met specified conditions.

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

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

**7. PERFORMANCE BOND.** (Use the following when a performance bond is required, otherwise section is “Not Applicable.”) A performance bond is required. The maximum penal sum of the bond will be \$ **8,600.00** . 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. Non-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 Section K(T)-F(T).3.2# and in the sample contract. Maintenance specifications are in the sample contract.

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

**11. SPECIAL K(T) PROVISIONS.** See sample contract.

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

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

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

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

**15. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REVIEW.** If the total contract value for this contract exceeds \$10 million, before award, the Forest Service shall

request an equal employment opportunity compliance review of the Contractor to determine compliance with the provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and Executive Order No. 12086 of October 5, 1978.

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

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

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

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

**17. FALSE STATEMENTS ACT.** Offerors, by signing the offer form, certify that they are aware that offeror is subject to the penalties prescribed in 18 U.S.C. 1001, Chapter 47, Fraud and False Statements (P.L. 104-45). The Act states "whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing

or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than 5 years, or both.

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

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

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

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

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

**21. GENERAL.**

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.**

FSEIS/ROD for Bucks Lake Hazardous Fuels Reduction Project, signed by the Forest Supervisor, May 24, 2012.

FLAT RATES (AT 4.2) Species and products are to be paid at Flat Rates.

## 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 NOT indicate noxious weed (invasive species of concern) locations. If a site is discovered 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 effect 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.

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 and KT-FT.3.5# - Road and Water Supply Use, 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 PREVENTION AND CONTROL in the Contract.

KT-GT.2.2# PROTECTION OF IMPROVEMENTS. Contractor shall notify Forest Service at least 10 days prior to any operations in the vicinity of improvements identified on the Contract Area Map.

### KT-GT.2.4# SITE SPECIFIC SPECIAL PROTECTIVE MEASURES:

#### 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 sometimes with 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 Control Area (CA) tags stapled to trees.

#### Limited Operation Periods - no operations:

- Goshawk Nest Sites: No operations shall take place within the confines of the LOP areas from Feb 15 to Sept 15, inclusive. This affects Payment Units 99, 106, 117, 954 and south segment of 956.
- Osprey Nest Sites: No operations shall take place within the confines of the LOP area from Mar 15 to Aug 15, inclusive. This affects Payment Unit 99 and the west segment of Payment Unit 115.
- Spotted Owl Nest Site: No operations shall take place within the confines of the LOP area from Mar 1 to Aug 15, inclusive. This affects Payment Units 105 and 114.

NOTE: Log and chip haul is allowed on roads that intersect the LOPs.

WILDLIFE CONTROL AREA: The CAM has aspen tree Wildlife Control Area (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 allowed when the soil within these areas is dry, 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

- 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.
- Mucked out debris, bedload sediment, etc. shall be transported to an appropriate disposal site (to be designated) if no apparent site is feasible.
- 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.
- 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.
- 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.

#### RECREATION LIMITED OPERATING PERIODS (LOP):

- Bucks Lake Road (PC414), Oroville-Quincy Hwy (PC423) and Bucklin Road (FS 24N33) - no logging operations on weekends for Payment Units 2, 78, 79, 83, 87, 88, 95, 96, 97, 98 and 99 from Memorial Day to Labor Day.
- Pacific Crest Trail - no logging and thinning operations from January 1 to August 15, inclusive for Payment Unit 88 and east segment of Payment Unit 87. Also: for Work Item Units 87.1 and 88.1.
- Bucks Lake Lodge and Timberline Lodge - No operations from Memorial Day to Labor Day inclusive for Payment Units 62, 63 and 115.
- Bucks Lake Camp and RV - Payment Units 75, 95, 96 and 104: No logging operations for FS 24N33A from Memorial Day to Labor Day, inclusive. Otherwise, operations can take place in these units.
- Residences - No operations on weekends from Memorial Day to Labor Day for Payment Units 78, 79, 97, 106 and 117.

#### OPERATIONS.

##### KT-GT.3.1.5# Project Operations Schedule:

- 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 the cutting, skidding and decking of biomass, after sawlogs are removed. Biomass chipping and hauling must be completed at or prior to termination date.
- Payment Units 83, 87, 88 and 115: No landings are to be visible from Bucks Lake Road. Payment Units 2, 78, 79, 95, 96, 97, 98 and 99: No landings on the road.
- Borate application: Treatment of stumps 14 inches in diameter (inside bark and greater) for all live conifer 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.
- Project Work Item 1 - Unit 88.1: 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: 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 140 feet long through Project Work Unit 88.1 and will average 12 feet wide. That portion crossing the PCT, the historic location of the Beckwourth Trail and the buried AT&T cable is approximately 20 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.
- 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. Within 24 hours after use of the skid trail, remove the protective log and dirt cover, and 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 decompact the skid, level the skid to that of the surrounding ground and fill in the disturbed area with forest woody debris.
- Payment Unit 62 and northeast segment of Payment Unit 115 (see CAM): Single constructed skid trail above Timberline Lodge. Skid trail is indicated on the CAM and established on the ground with pink flagging and white flagging. Skid no faster than 5 mph to reduce dust to reduce negative impacts on lodge building.
- West segment of Payment Unit 115: 100% dust abatement in the 'boneyard' segment of the haul road to Bucks Lake Road to reduce negative impacts on the main lodge building.
- 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.
- Wildlife Limited Operating Periods (LOP): Refer to KT-GT.2.4# Site Specific Special Protective Measures.

The table below shall apply to any wetland and/or streamcourse 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, subtract Exclusion Zone to get "Restriction Zone"
	0-15%	15-25%	>25%	
Perennial, fish bearing	100 ft	150 ft	No mechanical treatment	300 ft
Perennial, no fish	50 ft	100 ft	No mechanical treatment	150 ft
Intermittent	25 ft	50 ft	No mechanical treatment	100 ft
Ephemeral	25 ft	25 ft	No mechanical treatment	100 ft
Reservoirs/wetlands greater than 1 acre	50 ft	75 ft	No mechanical treatment	

#### DEPOSITS

- Brush Disposal Treatment Deposit equivalent to \$1.37/CCF will be collected.
- The Forest Service system road Surface Replacement Deposit of \$0.90 / 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) 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 AT.14.

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

PROJECT WORK ITEM #1, MANDATORY Work Unit 87.1 (0.4 acres) and MANDATORY Work Unit 88.1 (6.0 acres): Hand thin, Hand Buck and Hand Pile live standing trees, pre-existing down wood , and standing dead trees within the Pacific Crest Trail (PCT) Corridor to 70 feet from each side of the trail for Forest Service burning:

**Project Boundary Description:**

The Work Units are primarily bounded by Payment Unit 87 and Payment Unit 88 whose boundaries are painted in ORANGE facing away from the PCT corridor toward the Payment Unit (see boundary designation for Payment Units). Additionally, The PCT forms the northeast boundary of Work Unit 87.1 and the east boundary of Work Unit 88.1 (see the CAM), which are unpainted. Unpainted boundary segments will be flagged in yellow flagging and white flagging.

**Maps:**

Work Item Units are included in the Contract Area Map (CAM).

**Definitions:**

- Bole - The stem of a tree.
- Phenotype - Combination of tree features, ie: height, form, condition
- Conifer - A live evergreen tree with needle shaped or scale-like leaves.
- Control area- A point or area identified within the treatment unit with red & black striped flagging or orange Noxious Weed flagging and/or red CA Tags. Special restrictions apply.
- Damaged Tree - Any injury caused by the contractor's performance of work that exposes the cambium of a leave tree (i.e. scarred bole, cut limbs in the upper 50% of the tree, cut top).
- D.B.H. - Diameter Breast Height, the diameter of a tree as measured at a point 4 1/2 feet above ground on the uphill side of a tree.
- Hand Piles - Hand built piles of slash and woody debris.
- Cover - a sheet of plastic covering at least 50% of the surface area of the pile beginning from the top.
- Leave Trees - Established conifers and oaks expected to remain part of the forest. A leave tree is determined by both spacing and vigor of existing conifers.
- Leave Tree Spacing - the distance, in feet, between trees less than 8 inches DBH (20 to 30 feet - average of 25 feet) that are left on site after hand thinning has been completed.
- Slash - woody residue and branch material 1 inch in diameter (small end) and a minimum length of 3 feet.
- Pre-Existing Down Wood: All down woody material from 3 inches in diameter (small end) to 12 inches in diameter (large end) for a minimum of 3 feet in length.
- Standing Dead Trees: Taller than 2 feet to 12 Inches DBH, irrespective of height.

**Specifications:**

**Live Standing Trees - Leave Tree:**

- Leave all live trees larger than 8 inches DBH.

- All live conifer trees greater than 2 feet tall to less than 8 inches DBH, irrespective of height, shall be cut, UNLESS the spacing between trees greater than 8 inches DBH becomes greater than 25 feet, THEN a tree less than 8 inches DBH can be left.
- Do not cut oaks or other hardwoods.
- Any selected leave trees, under 8 inches DBH, shall be the best phenotype, ie: tallest, best formed, disease free, insect free, and damage free trees available.
- Leaving slightly damaged trees when these are the best available to meet spacing requirements is acceptable.
- If selection criteria for two adjacent trees are equal, leave trees in the following order: a. black oak, b. sugar pine, c. ponderosa pine, d. incense cedar, e. Douglas fir, and f. white fir.
- Avoid damaging selected leave trees as much as possible.
- Leave all riparian vegetation (alders, cottonwoods, willows) within or adjacent to stream beds (wet or dry), when encountered.

Pre-Existing Down Wood: Buck all down woody material from 3 inches in diameter (small end) to 12 inches in diameter (large end) into lengths no more than 6 feet.

Standing Dead (Snag) Trees: Cut all standing dead trees from 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.

#### Tree Felling:

- All trees shall be felled away from the PCT, identified control areas (archaeological and/or noxious weed sites) and improvements, such as the underground phone cable and the Beckwourth Trail sign.
- Stump height shall not exceed 6 inches measured from the ground on the uphill side, or 4 inches above natural obstacles (boulders, wildlife logs, etc.). All live limbs below the maximum stump height shall be cut. Stumps shall be cut flat or with a minimal angle to avoid creating a sharp stump.
- No felled material shall lean against or be suspended by a leave tree.
- Buck all live tree cuttings into lengths of no more than 6 feet.

Hand Piling - All cut material, existing down material and slash shall be piled to the following standards:

- Collect and pile all hand thinned and cut material 2 feet to 6 foot in length, all bucked and felled dead material 2 feet to 6 feet in length and all slash - as defined.
- Maximum acceptable size of pile will be 3-4 foot tall by 5-6 foot wide.
- The base of each pile will be constructed with boles and limbs laid perpendicular to slope to reduce roll-out and to maintain pile compactness.
- No material will protrude more than 3 feet outside the pile.
- Piles will be located outside the drip line of leave trees.
- Each pile must be covered to at least 50% of its surface area from the top down by 4 mil plastic. Cover material will be sufficiently anchored, using woody material, so that it will not blow off in high winds.
- No piles will be placed within 25 feet of improvements, ie: signs and barriers.

- No piles will be placed within 10 feet of the underground phone line. Most of this line is underneath the PCT.
- No piles will be placed within 25 feet of control areas.
- No piles will be placed within 15 feet of standing snags.
- No piles will be placed within 15 feet of remaining downed logs greater than 20 inches in diameter.
- No piles will be placed within 15 feet of trash dumps (if discovered).
- No piles will be placed upon decaying stumps.
- The table below is guidance for the placement of slash piles for streamcourse protection within RHCAs:

**File Burning Exclusion Zones in RHCAs**

Stream Type	Slope Class	
	0-15% (feet)	Greater Than 15% (feet)
Perennial	25	40
Intermittent	15	25
Ephemeral	15	15
Reservoirs/wetlands greater than 1 acre	15	25
Note: Where feasible, burn piles would not be placed any closer to streams than the distances shown in this table.		

The PCT is shared by the Beckwourth Historic Trail and an underground AT&T cable. Protection measures will be utilized when using the single skid trail required for harvest operations in the north segment of Payment Unit 88: 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 140 feet long from PCT Corridor boundary-to-boundary and will average 12 feet wide. The segment crossing the PCT, the historic location of the Beckwourth Trail and the buried AT&T cable will average 12 feet in width and 10 feet on each side of the trail totaling 20 feet in length.

Protective Measures: The PCT crossing segment will require a cover of logs, then dirt over the logs for skidding operations.

Restoring the PCT tread and that part of the Corridor occupied by skid trail after harvest operations. Within 24 hours after final use of skid crossing:

- Remove the protective log and dirt cover from the PCT crossing segment.
- Smooth out the crossing to level of the surrounding ground and fill in with forest woody debris.
- Outside of the PCT crossing segment 100% decompaction of the skid, fill in and level the skid and fill the disturbed area with forest woody debris. Decompaction will be by hand with tools capable of digging 4-6 inches below the compacted level of the skid.
- Trail tread is to be restored to its original condition, as presented before disturbance.

PROJECT WORK ITEM #2 - MANDATORY: Timberline Lodge: Gravel-surfaced Driveway Repair if needed to restore any part of driveway damaged by operations to the following specifications: Application of 1/4 - 1/2 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.

PROJECT WORK ITEM #2.1 MANDATORY: Bucks Lake Camp and RV: Gravel-surfaced Driveway Repair when needed to restore any part of driveway damaged by operations to the following specifications: Application of 1/4 - 1/2 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.

PROJECT WORK ITEM #2.2 MANDATORY: Bucks Lake Lodge: Repair of Broken Leach Line/Waterline buried beneath the 'boneyard' if needed to restore any line segment damaged by operations to the following specifications: 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'.

PROJECT WORK ITEM #3 MANDATORY: Bucks Lake Lodge: Construction of a Temporary Road to bypass a leach field: Approximately 400 linear feet (0.1 mile) of temporary road from 12 to 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 KT-GT.2.2# - PROTECTION OF IMPROVEMENTS. Constructed segment and bone yard segment of haul road is established on the ground with Orange flagging and White flagging and is indicated on the CAM.

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

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

**OR**

- (2) Offerors must submit a proposal that meets all requirements specified in the sample contract. No alternate proposals will be accepted.
- (3) - The Government will evaluate proposals in accordance with the evaluation criteria set forth below.
- (4) - Offerors shall submit their proposal(s) in the following format and the quantities specified:
  - (i.) One copy of the completed, signed offer form FS-2400-14BV provided by the Forest Service for this contract.
  - (ii.) Three copies of the technical proposal.
  - (iii.) One copy of the business/cost proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. As a minimum, the proposal must clearly provide the following: **SEE OFFER FORM FS-2400-14BV Proposal Requirements Section**

## **EVALUATION, NEGOTIATION AND AWARD PROCESS**

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

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

**Award Statement.** Award will be made to that offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government. The critical factor in making any price/technical trade-offs is not the spread between the technical ratings, but rather the significance of that difference. The significance of the difference in ratings will be determined on the basis of what that difference is and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would

appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

## **EVALUATION CRITERIA**

**Capability of the Offeror** The Government will assess the capability of each offeror on the basis of the following criteria which are of approximately equal value:

- (i) Technical Approach,
- (ii) Capability and Past Performance, and
- (iii) Utilization of Local Work Force. The Government will not assess capability on a pass/fail basis, but will use its assessments of capability as a basis for comparing offerors to determine best value.

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

- (1) Plan of Operations. Offeror's plan of operations for both timber removal and stewardship project work, including its timeline and the rationale for work activities to ensure all contractual work will be completed by the termination date.
- (2) Quality Control Plan. Offeror's quality control plan for both the harvesting and the stewardship projects.
- (3) Supervision. Qualifications of Offeror's contract manager and on-the-ground supervisor.
- (4) Equipment. Capability of the equipment Offeror proposes to use to accomplish this contract.
- (5) Production Capability. Offeror's production capability to accomplish this contract within the time allowed.

(ii) ***Capability and Past Performance.*** Experience is the opportunity to learn by doing. The Government will evaluate each offeror's organizational experience (capability) on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective contract. The Government will not evaluate an offeror's organizational experience on the basis of the personal experience of the offeror's key personnel. However, the Government will:

- (1) consider the extent to which the offeror's key personnel have worked together in the past.
- (2) evaluate the organizational experience of the offeror's proposed key subcontractors.

Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. The Government will contact some of each offeror's customers to ask whether or not that:

- (3) that the offeror was capable, efficient, and effective;
- (4) the offeror's performance conformed to the terms and conditions of its contract (specifications);
- (5) finished within the contract time;
- (6) the offeror was reasonable and cooperative during performance; and
- (7) the offeror was committed to customer satisfaction. In evaluating past performance, the Government will contact some of the references provided by the offeror and other sources of information, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases. The Government may evaluate the organizational past performance of the offeror's proposed key subcontractors.

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

- (1) *Local Hires.* Offerors who submit the greatest number of local hires having a permanent place of operation closest to the work site will be given a higher rating.
- (2) *Prime Contractor.* Offerors whose permanent place of operation is closest to the work site will be given a higher rating.
- (3) *Subcontractors.* Offerors who submit the greatest number of subcontractors having a permanent place of operation closest to the work site will be given a higher rating.
- (4) *Small Businesses.* Offerors who are small businesses or utilize local small business sawmills will be given a higher rating. A small business concern is a concern primarily engaged in the logging or forest products industry, is independently owned and operated, is not dominant in its field of operation, and together with its affiliates, does not employ more than 500 persons.

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

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

<u>Factor</u>	<u>Approximate Weight</u>
<b>A. Price</b>	50%
<b>Capability of Offeror</b>	
<b>B. (i) Technical Approach</b>	20%
1 Plan of Operations	
2 Quality Control Plan	
3 Supervision	
4 Equipment	
5 Production Capability	
<b>C. (ii) Capability and Past Performance</b>	20%
1 Key Personnel	
2 Subcontractors	
3 Performance	
4 Met Contract Specifications	
5 Contract Time	
6 Cooperation	
7 Customer Satisfaction	
<b>D. (iii) Utilization of Local Work Force</b>	10%
1 Local Hires	
2 Prime Contractor	
3 Subcontractors	
4 Small Businesses	

Price proposals will not be scored.

## **POSTAWARD DEBRIEFING OF OFFERORS**

- (a) (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.
- (2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.
- (3) An offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.
- (4) (i) Untimely debriefing requests may be accommodated.
- (ii) Government accommodation of a request for delayed debriefing, or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed could affect the timeliness of any protest filed subsequent to the debriefing.

- (b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the contracting officer.
- (c) The contracting officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- (d) At a minimum, the debriefing information shall include—
  - (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
  - (2) The overall evaluated cost or price (including unit prices) and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
  - (4) A summary of the rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and
  - (6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- (e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by Federal Acquisitions Regulations 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including—
  - (1) Trade secrets;
  - (2) Privileged or confidential manufacturing processes and techniques;
  - (3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and
  - (4) The names of individuals providing reference information about an offeror's past performance.
- (f) An official summary of the debriefing shall be included in the contract file.