

## INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

<b>Stewardship Contract Name :</b>	Jack Salvage Stewardship	<b>Type of Contract :</b>	Premeasured
<b>National Forest :</b>	Ottawa	<b>Ranger District :</b>	Watersmeet
<b>Bidding Method :</b>	Sealed Bid		
<b>Location to Receive Offers :</b>	IRON RIVER RANGER DISTRICT, 990 LALLEY ROAD, IRON RIVER, MI 49935		
<b>Date :</b>	09/24/2009	<b>Time :</b>	01:00 PM

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

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

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

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

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

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

South of Watersmeet, MI, approximately 6 miles along the west side of US Highway 45.

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

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

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

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
<b>Mandatory Timber Cutting Units :</b>							
Mixed Conifer	Sawtimber	CCF	10.00	\$1.00	\$8.19	\$0.00	\$0.00
Red & White Pine	Sawtimber	CCF	44.00	\$1.00	\$37.35	\$0.00	\$0.00
Aspen	Pulpwood	CCF	666.00	\$1.00	\$14.92	\$0.00	\$0.00
Jack Pine	Pulpwood	CCF	1,675.00	\$1.00	\$11.86	\$0.00	\$0.00
Mixed Conifer	Pulpwood	CCF	197.00	\$1.00	\$5.50	\$0.00	\$0.00
Mixed Hardwood	Pulpwood	CCF	4.00	\$1.00	\$17.52	\$0.00	\$0.00
Pine	Pulpwood	CCF	85.00	\$1.00	\$31.39	\$0.00	\$0.00
Jack Pine	Non-Saw	CCF	219.00	\$1.00	\$1.00	\$0.00	\$0.00
	<b>TOTAL</b>	CCF	2,900.00			\$0.00	\$0.00

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

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

### Total Value Bidding:

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

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

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$12,868.00 is included in total 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.

<b>Stewardship Schedule of Work Items</b>			
<b>Item Number (a)</b>	<b>Work Activity Description (b)</b>	<b>Unit of Measure (c)</b>	<b>Estimated Quantity (d)</b>
<b>Mandatory Stewardship Work Items</b>			
1-005	Jack Pine Site Preparation - Anchor Chaining	Acres	21.00
1-006	Jack Pine Site Preparation - Anchor Chaining	Acres	12.00
2-010	Wildlife Opening Maintenance	Acres	22.00
4-012	FR 5022 Decommission	Each	1.00
4-013	UNC-01	Each	1.00
<b>Optional Stewardship Work Items</b>			
1-004	Jack Pine Site Preparation - Anchor Chaining	Acres	32.00
1-007	Jack Pine Site Preparation - Anchor Chaining	Acres	8.00

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 05/01 and 11/30.

Contract termination date is 07/15/2011. Extensions of this contract may be granted only when the contractor has met specified conditions.

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

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

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

**8. SPECIFIED ROADS.** Not Applicable.

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

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

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

**12. FINANCIAL ASSISTANCE.** Not Applicable.

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

**14. LOG EXPORT AND SUBSTITUTION RESTRICTIONS.** Not Applicable.

**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 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,

OSHA, 801 S Waverly RD, STE 306 LANSING, MI 48917, 517-377-1892.

## 21. GENERAL.

**CUTTING DESIGNATION.** Cut Tree Marking. All trees within Payment Units 001 - 007 (BLUE paint) and Payment Unit 008 (YELLOW paint) identified as Cut Tree Marked (CTM) on the Sale Area Map, are designated for cutting when marked as follows:

Sawtimber Trees are marked with one slash of paint at eye level or higher on 2 opposite sides of the tree, with 2 stump marks.

Pulpwood Trees are marked with one paint slash at eye level or higher on 2 opposite sides of the tree, with 1 stump mark.

If there are multiple stems originating from a single stump (or where 2 trees have grown together) with each stem qualifying as an individual tree, there will be a corresponding stump mark for each tree in the clump.

Non-merchantable or sub-standard trees marked in drop-zones, or present a felling hazard for marked trees, or trees in ROW clearings  $\geq 3$ " DBH are marked with an "X" at eye level with a stump mark. THESE trees may be cut, but not removed, during operations.

In addition to CTM trees described above, in

- Payment Unit(s) 001, 002, and 003 - all Aspen and Jack Pine which meet minimum specifications in AT.2 of the Sample Contract, are designated for cutting. These payment units are identified by CTM/DxSPP on the Sale Area Map.
- Payment Unit(s) 004, 005 and 007 - All Aspen, Balsam Fir, and Jack Pine which meet minimum specifications in AT.2 of the Sample Contract, EXCEPT Leave Trees in Payment Unit 004 and 007 are designated for cutting. These payment units are identified by CTM/DxSpp on the Sale Area Map.
- Payment Unit 006 - All Spruce, Balsam Fir, Aspen, and Jack Pine which meet minimum specifications in AT.2 of the Sample Contract are designated for cutting. These payment units are identified as CTM/DxSpp on the Sale Area Map.

Trees that are undesignated at time of contract award may be added to Included Timber when designated, by Seller, in the manner described above. Volume determination and payment of appropriate charges is required PRIOR to the cutting or felling of additional trees.

**IDENTIFICATION OF SAMPLE TREES HAS CHANGED.** Measurements are no longer painted on the bole of the tree. A unique number that matches the tree number on the Payment Unit tally card (or Portable Data Recorder data file printout) will be painted on the Sample (Tally) Tree, in addition to the assigned Cruiser identification letter. The following information may be written on a flagging ribbon with permanent marker, with the ribbon turned with the information facing to the inside against the bole of the tree (to protect the information). Ribbons may not be in place due to weather, animals, or someone removing the ribbon.

Prospective Bidders may request the cruise information from the Iron River Ranger District office. YOUR REQUEST FOR INFORMATION WILL REMAIN CONFIDENTIAL.

For SAWTIMBER trees: 1) Unique tree number assigned to that Sample Tree 2) Sample Group # in the Cruise Design 3) Species Code 4) DBH (to nearest tenth of inch) 5) Sawlog height in feet 6) % of saw defect (rounded to nearest 10%), % of Recoverable volume (rounded to nearest 10%) 7) Non-Sawlog height in feet (to a 4 inch dib for hardwood species and total height for conifer species 8) % of non-saw defect 9) Tree Grade for Sugar Maple or Yellow Birch sawtimber trees 10) Cruiser's identification letter.

For PULPWOOD trees: 1) Unique tree number assigned to that Sample Tree 2) Sample Group # in the Cruise Design 3) Species Code 4) DBH (to nearest tenth of inch) 5) Pulpwood (non-saw) height in feet (4 inch top dib for hardwood species and total height for conifer species 6) % of defect (rounded to nearest 10%) 7) Cruiser's identification letter.

**PAYMENT UNIT BOUNDARY TREES.** Exterior boundaries are marked with 3 ORANGE paint slashes above stump height; interior boundaries are marked with 2 ORANGE paint slashes above stump height on each side of the boundary. Boundary trees are also marked below stump height. Paint marks face to the INSIDE of the Payment Unit. BOUNDARY TREES ARE NOT TO BE CUT (CT2.3).

**ROADS.** All roads necessary to log this area will be approved by the Forest Service prior to maintenance/re-construction/construction. Prospective purchasers should determine, before bidding, whether existing roads they plan to use are available for log hauling. THE SAMPLE TIMBER SALE CONTRACT (CT5.12#) AND THE SALE AREA MAP LIST/SHOW ROADS AVAILABLE FOR USE (i.e.,

Hauling Prohibited, Use Prohibited, and/or Use Restricted).

Appraisal allowances were made for Pre-haul maintenance requirements (CT5.31# - Road Maintenance Requirements lists miles of road for each road). Purchaser shall perform pre-haul maintenance on an estimated 1.59 miles of roads at an estimated cost of \$3755.00. Appraisal allowances were also made for Purchaser required re-current and post haul maintenance; and, for deposits Purchaser is required to pay for roads the Forest Service will maintain. QUANTITIES OF WORK AND COST ESTIMATES ARE AVAILABLE UPON REQUEST.

Normal Season of Use. Cost allowances and maintenance requirements are based on the normal season of use and the standard of the specific road.

Snowplowing. Snowplowing of system and temporary roads is appraised under contractual costs. In addition, Purchaser should factor in cost to snowplow roads under jurisdiction of other government entities that have posted they do not snowplow roads. This cost is included in the appraisal allowances.

Haul Route. Sale exits directly to US Highway 45.

TEMPORARY ROADS. The location and clearing widths of all temporary roads and skid trails will be agreed to before construction is started. This also includes the use of EXISTING temporary roads. After a temporary road has served the Purchaser's purpose, the road will be closed by the purchaser or as otherwise directed by the Forest Service. This sale includes an estimated 0.4 miles of temporary road construction to access portions of Payment Units 005 and 003 from FR 5027. Work also includes the installation of a temporary culvert (24'X18" CMP) and the removal of this culvert upon completion of use of temporary road.

There is also a temporary access exit to Payment Unit 006 from the North Moon Lake Road. A permit to construct a temporary entrance has already been secured from the Gogebic County Road Commission. The permit expires September, 2010.

TEMPORARY ROAD CLOSURES. Berm will be placed at an angle of 30 to 45 degrees, relative to the road. Dig a trench, 12 to 18 inches below the surface of the road or trail, and extend it to both sides of the road to prevent runoff from bypassing the berm/waterbar. The uphill end should extend beyond the side ditch of the road and into the earth berm to intercept any ditch flows. The outflow end is to be fully open and extended far enough beyond the edge of the road or trail to safely disperse runoff onto the undisturbed forest floor. When placement of the closure device does not require the berm to also function as a waterbar for drainage, the trench will not be required. Height of the berm will be approx 4 feet. Rocks/boulders, logging slash, cull logs, and stumps may be incorporated into the ridge of earth during construction as long as proper drainage is maintained and the road is completely blocked; unless otherwise agreed in writing.

OPERATING REQUIREMENTS. Within Sale Area, unless changed by written agreement, the following operating requirements apply:

Restricted operations/activities:

Within Payment Units 001, 002, and 004: Harvest operations are restricted during the period of 12/01 thru 04/30 (due to Land O' Lakes Cross Country Ski Trail).

Within Payment Units 003: Harvest operations are restricted during the period of 12/01 thru 04/30 (due to Land O' Lakes Cross Country Ski Trail) and 05/01 thru 07/14 (due to residual stem protection).

Within Payment Units 005 and 006: harvest operations are restricted during the period of 03/16 thru 04/30 (due to spring break-up).

Within the Sale Area, decked pine and other conifer material must be removed from the Sale Area within 30 days of cutting to minimize the potential breeding areas for pine beetles during the period of May 1 to September 30.

Prohibited operations/activities: N/A

NOTE: PORTIONS OF PAYMENT UNITS 003 AND 007 SOUTH AND EAST OF THE SKI TRAIL MAY BE OPERATED DURING THE WINTER UNDER WRITTEN AGREEMENT.

SLASH DISPOSAL. In addition to standard contractual requirements in the Sample Timber Sale Contract, the following requirements are specific to this contract.

SDZ - Slash resulting from construction clearing, other than Specified Road construction, shall be lopped and scattered to lie within 3 feet of the ground. All root wads will be severed from the stem and righted on the ground or otherwise disposed of as directed by the Forest Service, concurrent with operations.

SDZ(1) - Within a strip 150 feet in width, measured from the forested edge along US Highway 45 within Payment Units 005 and 006, as shown on the Sale Area Map, all slash resulting from Purchaser's operations shall be removed and piled at locations designated by the Forest Service, concurrent with operations. Slash may also be chipped and blown back evenly across the SDZ(1) area. Slash pile locations can be placed inside the removal zone.

SDZ(2) Within a strip measured 50 feet in width from the edge of the Land O' Lakes Cross Country Ski Trail, within Payment Units 001 - 004, as shown on the Sale Area Map, all slash resulting from the Purchaser's operations shall be removed. Within an adjacent strip 25 feet in width, all slash shall be lopped and scattered to lie within 3 feet of the ground, concurrent with operations.

SDZ(3) - Within all Payment Units, as shown on the Sale Area Map, all slash resulting from Purchaser's operations (EXCEPT in SDZ, SDZ(1), and SDZ(2) areas) shall either be 1) left at the stump when severed from the merchantable portion of the stem, 2) delimbed in place when bunched with processor-type equipment prior to skidding/forwarding to a central processing point, or 3) spread back evenly across the payment unit, concurrent with operations.

SDZ(4) - Within the Sale Area, except as specified elsewhere in the Sample Contract, all debris/slash resulting from the use of slashers/processors, or similar equipment shall be removed from landings and roadsides and scattered to lie within 3 feet of the ground, concurrent with operations.

SALE IN URGENT NEED OF HARVESTING. This sale is in urgent need of harvesting - a contract term adjustment may be granted on other Forest Service GREEN timber sale(s) to the purchaser of this sale in order to complete this salvage sale by the contract termination date.

- a. The specific geographic tributary area that would apply for the granting of adjustments on existing sales is Ottawa National Forest and Chequamegon-Nicolet National Forest.
- b. Purchaser must show how logging this sale will impact operations on existing sales.
- c. Specific classes of sales that would not receive consideration for extension or adjustment are (such as salvage or insect damage sales)
- d. The calculation of the number of days of contract term adjustment a purchaser would receive would depend upon a case-by-case review and reflect the time lost by logging this salvage sale and shall be requested at the end of each Normal Operating Season by the purchaser.

Standard Provision BT6.81- Product Identification (in the Sample Contract) will be waived by the Contracting Officer upon Contract Award. This provision is applicable west of the 100th Meridian.

The Market Related Contract Term Addition Producer Price Index (AT.17 of the SAMPLE CONTRACT) is the Wood Chips Index #3211135. The successful bidder may request a change in Index, with WRITTEN JUSTIFICATION, prior to final execution of the Timber Sale Contract. This request is subject to approval.

## DISTRICT RANGER

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

DAMAGES. Prospective purchasers are cautioned that cutting or otherwise damaging any timber, tree, or other forest products, is PROHIBITED (36 CFR). This regulation also applies to the cutting, chipping, or chopping of trees to determine tree suitability for specialty products, and merchantability, within the Sale Area.

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

## INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

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

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

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

OR

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

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

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

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

(ii.) Three copies of the technical proposal.

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

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

## EVALUATION, NEGOTIATION AND AWARD PROCESS

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

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

**EVALUATION CRITERIA**

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

<u>Factor</u>	<u>Approximate Weight</u>
A. Price	50%
B. Technical Approach	20%
1. Plan of Operations	
2. Quality Control	
3. Contract Manager and On-the-Ground Supervisor(s)	
4. Equipment	
5. Production Capability	
C. Capability and Past Performance	20%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	10%
E. Other	0%

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

Price proposals will not be scored.

## POSTAWARD DEBRIEFING OF OFFERORS

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