

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name :	Gauthier 4 Stewardship Project	Type of Contract :	Premeasured
National Forest :	Ottawa	Ranger District :	Ontonagon
Bidding Method :	Sealed Bid		
Location to Receive Offers :	KENTON RANGER DISTRICT, 4810 EAST M-28, KENTON, MI 49967		
Date :	09/28/2009	Time :	02:00 PM ET

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

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

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

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

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

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

The Contract Area is accessed from US Highway 45, 5 miles north of Bruce Crossing, MI, primarily along the Gauthier Road.

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

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

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

Mandatory Estimated Quantities and Rates per Unit of Measure

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mandatory Timber Cutting Units :							
Mixed Conifer	Sawtimber	CCF	83.00	\$1.00	\$15.52	\$0.00	\$0.00
Mixed Hardwood	Sawtimber	CCF	500.00	\$1.00	\$68.64	\$0.00	\$0.00
Red & White Pine	Sawtimber	CCF	13.00	\$1.00	\$30.03	\$0.00	\$0.00
Sugar Maple	Sawtimber	CCF	256.00	\$1.00	\$152.71	\$0.00	\$0.00
Yellow Birch	Sawtimber	CCF	48.00	\$1.00	\$86.07	\$0.00	\$0.00
Aspen	Pulpwood	CCF	2,154.00	\$1.00	\$18.90	\$0.00	\$0.00
Mixed Conifer	Pulpwood	CCF	521.00	\$1.00	\$3.53	\$0.00	\$0.00
Mixed Hardwood	Pulpwood	CCF	2,725.00	\$1.00	\$19.15	\$0.00	\$0.00
	TOTAL	CCF	6,300.00			\$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							

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$3,907.00 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.

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items			
1-06	Aspen site preparation for natural regen.	Acres	7.00
1-07	Aspen site preparation for natural regen.	Acres	14.00
1-12	Aspen site preparation for natural regen.	Acres	35.00
1-14	Aspen site preparation for natural regen.	Acres	21.00
1-18	Aspen site preparation for natural regen.	Acres	5.00
1-20	Aspen site preparation for natural regen.	Acres	9.00
1-22	Aspen site preparation for natural regen.	Acres	8.00
Optional Stewardship Work Items			
1-01	Aspen site preparation for natural regen.	Acres	24.00
1-08	Aspen site preparation for natural regen.	Acres	3.00
1-09	Aspen site preparation for natural regen.	Acres	17.00
1-10	Aspen site preparation for natural regen.	Acres	5.00
1-11	Aspen site preparation for natural regen.	Acres	15.00
1-13	Aspen site preparation for natural regen.	Acres	16.00

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

Contract termination date is 08/15/2014. 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. The Forest Service has determined that the following National Forest System roads shall be constructed or paid for, in whole or in part, by the Contractor. Sufficient information to permit a prospective offeror to calculate the likely cost to be incurred for road construction is available at the Forest Supervisor's Office. See the sample contract for verification of specific details and information concerning construction specifications. **CONSTRUCTION ESTIMATES AND INFORMATION CONTAINED HEREIN, TOGETHER WITH RELATED SPECIFICATIONS, ARE NOT GUARANTEED.** The following roads are those that Forest Service considers necessary to remove the timber from this contract.

Specified Roads

Road Number	Road Name	Traffic Service Level	Approximate Kilometers	Approximate Miles	Estimated Cost	Type of Work *
FR 705-G1	--	D	0.8	0.5	\$6,833.28	C
FR 705-G	-	D	1.28	0.8	\$16,193.50	R
FR 705-G2	---	D	0.88	0.55	\$5,693.20	R
Hwy 45	Temp Approach	D	0.02	0.01	\$2,311.90	R

* C = Construction

R = Reconstruction

The required specified road completion date for all roads is 10/01/2010. If provision K(T)-F(T).1.3# - Road Completion Date has different dates for projects, this is the final road completion date.

Total estimated road construction cost allowed in appraisal is \$31,031.88

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. The Small Business Administration (SBA) may be able to assist small business concerns in financing construction of specified roads listed in the sample sale 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 BID FOR ADVERTISED INTEGRATED RESOURCE TIMBER SALE OR THE INTEGRATED RESOURCE TIMBER SALE CONTRACT. If requested by the purchaser, the sale contract can provide repayment of direct SBA loans through the Forest Service as the is cut.

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.

RESERVE TREES. Live or dead wildlife Reserve Trees, or groups of Reserve Trees, within Payment Unit(s) 01, 09, 12, 14, 18, 20 and 22, shall be left uncut. Reserve trees are identified by a single ORANGE painted band at eye level, with stump mark and shown on the Contract Area Map as RT.

PROTECTED AREAS. Areas of Protected Trees within Payment Unit(s) 04, 16, and between Payment Units 04 and 05, shall be left uncut. Boundary Trees along the perimeter of the Protected Areas have been identified by 3 ORANGE paint slashes, and "RA", at eye level (facing

AWAY from the Protected Area), and painted at the stump. BOUNDARY TREES ARE NOT TO BE CUT. Protected Areas are shown on the Contract Area Map as "RA". All logging slash, equipment, and vehicles are prohibited within the Protected Area(s).

CUTTING DESIGNATION. Cut Tree Marking. All trees within Payment Unit(s) 02 - 05, 15 - 17, 19, and 21, identified as Cut Tree Marked (CTM) on the Contract Area Map, are designated for cutting when marked as follows:

GREEN paint in Payment Units 02 - 05, 15 - 17, and 19;

YELLOW paint in Payment Unit 21 (road ROW).

Unless otherwise indicated, trees are painted above (on two sides of the tree) and below stump height (on one side of the tree). If there are multiple stems from a single stump, there will be a stump mark corresponding to each tree marked above stump height. Individual trees shall be cut so as to leave paint visible on stump.

In addition to CTM trees described above, within Payment Units 02 - 05, all LIVE ironwood, paper birch, and aspen which meet minimum diameter specifications in AT.2 of the Sample Contract, are designated for cutting EXCEPT trees within PROTECTED AREAS; AND

within Payment Unit(s) 15 - 17 and 19, all LIVE aspen, balsam fir, and ironwood, which meet minimum diameter specifications in AT.2 of the Sample Contract, are designated for cutting EXCEPT trees within PROTECTED AREAS. These payment units are identified as CTM/DxSPP on the Contract Area Map.

Designation by Species and Diameter:

All LIVE trees in Payment Unit(s) 09, 12, and 18, which meet minimum diameter specifications in AT.2 of the Sample Contract, are designated for cutting, EXCEPT trees marked as RESERVE TREES. These payment units are identified by DxSPP on the Contract Area Map.

DxSPP/CTM - all LIVE trees in Payment Unit 01, which meet minimum diameter specifications in AT.2 of the Sample Contract, are designated for cutting, EXCEPT white pine, red pine, northern white cedar, paper birch, and yellow birch (these species must have GREEN paint at eye level and at the stump in order to be cut), and trees marked as RESERVE TREES;

DxSPP/CTM - all LIVE trees in Payment Unit(s) 06, 08, 10, 11, 14, 20, and 22, which meet minimum diameter specifications in AT.2 of the Sample Contract, are designated for cutting, EXCEPT white pine, northern red oak, eastern hemlock, northern white cedar, paper birch, and yellow birch (these species must have GREEN paint at eye level and at the stump in order to be cut), and trees marked as RESERVE TREES;

DxSPP/CTM - all LIVE trees in Payment Unit 07, which meet minimum diameter specifications in AT.2 of the Sample Contract, are designated for cutting, EXCEPT white pine, northern white cedar, and eastern hemlock (these species must have GREEN paint at eye level and at the stump in order to be cut); AND

DxSPP/CTM - all LIVE trees in Payment Unit 13, which meet minimum diameter specifications in AT.2 of the Sample Contract, are designated for cutting, EXCEPT white pine, red pine, and northern white cedar (these species must have GREEN paint at eye level and at the stump in order to be cut).

Trees marked as RESERVE TREES in Payment Units 01, 09, 12, 14, 18, 20, and 22 shall NOT be cut.

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.

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 (CT.3).

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 Contract Area.

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 Contractor's purpose, the road will be closed by the Contractor or as otherwise directed by the Forest Service.

Temporary developments include placement of 25 CY (compacted) of pit run gravel at location(s) designated by the Forest Service, and construction of 4 temporary road segments for a total of 0.31 miles. See appraisal for details and cost estimates.

In addition, Contractor will close temporary developments (roads and skid trails) by digging a trench 12 to 18 inches below the surface of the road or trail, and extend it to both sides of the road or trail to prevent runoff from bypassing the berm/waterbar (as shown on the typical drawing in the Sample Contract). The uphill end of the waterbar should extend beyond the side ditch of the road and into an earth berm to fully intercept any ditch flows. The outflow end of the waterbar is to be fully open and extended far enough beyond the edge of the road or trail to safely disperse runoff water 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 approximately 4 feet. Rocks/boulders, logging slash, cull logs, and stumps may be incorporated into the ridge of earth during construction of the berm as long as proper drainage will be maintained and the road is completely blocked; unless otherwise agreed in writing.

ROADS. All roads necessary to log this area will be approved by the Forest Service prior to maintenance/re-construction/construction. Offerors should determine, before bidding, whether existing roads they plan to use are available for log hauling. THE SAMPLE CONTRACT (KT-FT.1.2#) AND THE CONTRACT 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 (KT-FT.3.1# - Road Maintenance Requirements lists miles of road for each road). Contractor shall perform pre-haul maintenance on an estimated 1.58 miles of roads at an estimated cost of \$3982.00. Appraisal allowances were also made for Contractor required re-current and post haul maintenance. QUANTITIES OF WORK AND COST ESTIMATES ARE AVAILABLE UPON REQUEST.

SPECIFIED ROAD WORK. Construction and reconstruction work requirements upgrade these roads to a winter/dry summer standard to allow dry summer operations on soils suitable for dry summer operations.

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

Material Sources (pit run gravel and/or crushed gravel sources) are listed on the Contract Area Map and on Plans. The Pit Source is the Gauthier Pit. Other required material, such as topsoil, is not available from a government source and the Offeror is required to secure this material from a private source.

Snowplowing. Snowplowing of system roads is appraised under contractual development costs and snowplowing of temporary roads is appraised under temporary development 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. The planned haul route for Included Timber is to the west on Gauthier Road (county jurisdiction) out to Highway US-45.

OPERATING REQUIREMENTS. Within the Contract Area, unless changed by written agreement, the following operating requirements apply: (Contract Provision KT-GT.3.1.4#)

Restricted operations/activities:

Payment Units 02 - 05, 15 - 17, and 19: Harvest operations are restricted during the period of 3/16 to 7/14 (due to soils and protection of residual stems), and during the period of 10/1 to 12/14 (due to soils).

Payment Unit 07 and the north parcel of Payment Unit 06: These areas must be cut and accepted prior to 08/24/2011 (due to termination of temporary access easement across private property, off the east end of Gauthier Road).

Payment Units 01, 06 - 14, 18, 20, and 22: Harvest operations are restricted during the period of 3/16 to 12/14 (due to soils).

Stewardship operations (aspen site preparation) in Project Areas #1-01, #1-06, #1-07, #1-08, #1-09, #1-10, #1-11, #1-12, #1-13, #1-14, #1-18, #1-20, and #1-22 are restricted during the period of 3/16 to 12/14 (due to soils if using mechanical equipment).

Pit restoration (per specifications) in the designated gravel pit (Gauthier Pit) shall be accomplished no later than the end of each operating season.

SAFETY. Unless otherwise agreed in writing, when Offeror's Operations are in progress adjacent to or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install, and maintain all temporary traffic controls that provide the user [of the road] with adequate warning of hazardous or potentially hazardous conditions associated with the Contractor's Operations. Contractor and Forest Service shall agree to a specific Traffic Control Plan for each individual project prior to commencing operations. Except as otherwise agreed, flagmen and devices shall be as specified in the "Manual on Uniform Traffic Control Devices for Streets and Highways" and as shown on Plans, Contract Area Map, Traffic Control Plan, or in specifications included in the Sample Contract.

The Contract Area Map indicates the approximate location of required temporary traffic control signs for this timber Contract. An appraisal allowance was made for the installation and maintenance of these signs.

SKIDDING AND YARDING REQUIREMENTS. Within portions of Payment Unit(s) 06 (north parcel) and 19 (south parcel), harvested products must be forwarded out of the Payment Unit to a location designated by the Forest Service. Products may be trucked from these locations.

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

SDZ - Slash resulting from construction clearing (such as landings, temporary roads, right-of-way clearing associated with pre-haul maintenance requirements), other than Specified Road Construction, shall be lopped and scattered to lie within 3 feet of the ground. All root wads shall be severed from the stem and righted on the ground, or otherwise disposed of as directed by the Forest Service, concurrent with operations.

SDZ(2) (shown on the Contract Area Map for Payment Units 01 - 20, and 22) - All slash resulting from Contractor's operations 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.

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

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.

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 (List geographic area: other National Forests can be used upon written agreement by the Forest Supervisor(s)).

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 (List - 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.

/s/ Susan J. Spear
SUSAN J. SPEAR
Forest Supervisor

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.

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.