United States Department of Agriculture
Forest Service
Mt. Hood National Forest
16400 Champion Way
Sandy, OR 97055
Phone (503) 668-1700

File Code: 2430

Date: February 22, 2012

Dear Prospective Offeror:

The Forest Service will receive Technical and Price Proposals (no public opening) at the Mt. Hood National Forest Headquarters, 16400 Champion Way, Sandy, Oregon no later than 10:00 AM local time on or before April 3, 2012 for the Jam Thin Stewardship Contract. This contract is located in T. 4S., R. 8E., Sections 24, 25, 26, 35, and 36, W. M., Unsurveyed, Clackamas County, Oregon. Contract Form (FS-2400-13) will be used. The termination date for this contract is March 31, 2015.

This Stewardship Contract includes the removal of timber and the completion of 1 mandatory and 3 optional restoration service type projects meant to improve ecological conditions within the Mt. Hood National Forest. All mandatory stewardship work items shall be performed. Optional stewardship work items shall be performed when authorized in writing by the Contracting Officer. Contractor will earn stewardship credits equal to the value of service work completed and accepted that will offset an equal amount of stumpage required to be paid by the Contractor.

Stewardship Projects included in this contract include the following:

Stewardship Project Number	Mandatory Stewardship Project	Unit of Measure	Estimated Quantity
001	Timber Marking	Acres	411.00
Stewardship Project Number	**Optional Stewardship Project**	**Unit of Measure**	**Estimated Quantity**
002	Down Woody Debris Creation – Tree Felling	Trees	25.00
003	Down Woody Debris Recruitment – Tree Girdling	Trees	25.00
004	Snag Creation – Tree Topping	Trees	25.00

Measurement of the estimated quantities will be made after felling. The total estimated quantity on this contract is 25,484 Tons. The Forest Service encourages potential offerors to make their own inspection and estimate prior to offer submission. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the following quantity estimates:

Estimated Quantities and Minimum Acceptable Rates per Unit of Measure

							Required Deposits	
Species	Product	Unit of Measure	Estimated Quantities	Average DBH	Minimum Acceptable Bid Rates	Base Rates	Slash Disposal	Road Maintenance
Lodgepole Pine and other Coniferous Species	**Sawtimber**	**Ton**	**25,484.00**	**9.2**	**$3.86**	**$ 0 .24**	**$0.60**	**$0.35**
Required Removal at Fixed Rates								
	TOTAL	**Ton**	**25,484.00**				**$15,290.40**	**$8,919.40**

The minimum acceptable offer for advertised timber is $3.86 per Ton for biddable species.

A bid guarantee is not required.

Offerors are required to submit a Bid Price/Best Value proposal for this contract. Contract award will be based on a determination of which proposal constitutes the best value to the Government. Proposals will be submitted in two parts and will include a Technical and a Price Proposal. Details on what to include in the proposals are stated in the Bid Form. Award will be made to the Offeror whose offer is both technically acceptable and whose technical/price relationship is the most advantageous to the Government. The Government may, when in its interest, reject any or all offers or waive any informality in offers received. A written award mailed, or otherwise furnished to the successful Offeror, shall be deemed to result in a binding contract without further action by either party.

A meeting for prospective offerors to discuss objectives and requirements and review the projects and contract and to discuss technical proposals for both the Timber Harvest and Stewardship Projects will be held on March 6, 2012 at 10:00 AM local time, at the Clackamas River Ranger District Office, 595 NW Industrial Way, Estacada, Oregon 97023. If there is a need to enter and look at the Jam Thin Stewardship contract area prior to the offer date, please contact Roy Shelby at 503-668-1458, Dale Phelps at 503-630-8772 or Josh Kenfield at 541-467-5145 for access to the contract area.

If you wish further information on this contract, the prospectus, bid form, and the restorative service projects, please write or call the Mt. Hood National Forest Headquarters Office at 16400 Champion Way, Sandy, Oregon 97055, (503-668-1700) or the Clackamas River Ranger District Office at 595 NW Industrial Way, Estacada, Oregon 97023, (503-630-6861) or go to the forest's webpage at http//www.fs.usda.gov/mthood/. Information can also be obtained by contacting Ian Turner at 503-630-8791.

Sincerely,

CHRIS WORTH
Forest Supervisor

SOLICITATION AND OFFER FOR INTEGRATED RESOURCE CONTRACT

1. TIM ID: 91102	2. Date and Time for Receipt of Offers: 04/03/2012 10:00 AM	3. Opened By:	4. In the Presence of:

5. Contract Name: Jam Thin Stewardship

6. National Forest: Mt. Hood	7. Ranger District: Zigzag	8. Type of Offer: Best Value

9. To: (Title and address of Contracting Officer receiving offers)	10. Name of Newspaper:	11. Date Published:
Mt. Hood National Forest Headquarters Contracting Officer 16400 Champion Way Sandy, OR 97055	Daily Journal of Commerce	02/22/2012
	12. City:	13. State:
	Portland	Oregon

INSTRUCTIONS TO CONTRACTING OFFICER: Verify that TIM has completed applicable blanks before sending to prospective Offerors. Attach copy of contract solicitation. Entries are required in blocks 1; 2; 5-7; 9-13; 14a, b, c, d, e, f, h, I, j & k; 15a, b, c, & d; 19; and 24; and instructions 2, 5, and 10 for all contracts. Strike out spaces for entries in one or more of columns 14e, g, h or i, if not applicable to the contract.

************In Response to the Notice of Integrated Resource Contract published in the newspaper specified above, and subject to the conditions attached hereto, the following offer is submitted and shall constitute a Firm Offer:************

14. Timber Offer Information:

Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Rates Per Unit of Measure: Base Rate (e)	Advertised Rate (f)	Total Offer (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Mandatory Timber Cutting Units								
Lodgepole Pine and Other Coniferous Species	Sawtimber	Ton	25,484.00	$0.24	$3.86	*///////////	$0.60	N/A

Minimum Acceptable Total Offer for Mandatory Timber Cutting Units, 14(i) **$** 98,368.24

Offeror's Total Offer for Mandatory Timber Cutting Units, 14(g) 1/ **$**

1/ Total Value Offering: Forest Service to determine proportionate rates for Species and Products.

Only the Fixed Rate Applies. **Fixed Rate**

Not Applicable								

Optional Timber Cutting Units (Offering Optional):

Not Applicable								

Minimum Acceptable Total Offer for Optional Cutting Units 14(k) **$** 0.00

Offeror's Total Offer for Optional Timber Cutting Units, 14(l) 1/ **$**

1/ Total Value Offering: Forest Service to determine proportionate rates for Species and Products.

15. Stewardship Project Offer Information:

Project Number (a)	Project Description (b)	Unit of Measure (c)	Estimated Quantity (d)	Rate per Unit (e)	Total Offer (d) x (e) (f)
Mandatory Stewardship Projects - Offeror must complete columns (e) and (f):					
001	Timber Marking	Acres	411.00		
Optional Stewardship Projects (Offering Mandatory) - Offeror must complete columns (e) and (f):					
002	Down Woody Debris Creation - Tree Felling	Trees	25.00		
003	Down Woody Debris Recruitment - Tree Girdling	Trees	25.00		
004	Snag Creation - Tree Topping	Trees	25.00		

16. OFFEROR RESPONSIBILITY CERTIFICATION: Subject to the penalties prescribed in 18 USC 1001, Offeror certifies, by signing this offer form, that to the best of Offeror's knowledge that the following representations are accurate and complete:

a. That the Offeror has not employed or retained any company or person (other than a full-time bona fide employee working solely for the Offeror) to solicit or secure this contract.

b. That the Offeror has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Offeror) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract and agrees to furnish information relating thereto as requested by the Contracting Officer.

c. That the Offeror meets the requirements in 36 CFR 223.101 regarding determination of contractor responsibility.

d. That if awarded this contract that Offeror will complete the contract to its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber or forest products and complete stewardship projects by the termination date.

16a. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: Subject to the penalties prescribed in 18 USC 1001, Offeror certifies, by signing this offer form, that to the best of Offeror's knowledge that the following representations are accurate and complete.

a. That the Offeror and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from contracts (covered transactions) by any Federal department or agency.

b. That the Offeror and its principals have not within a 3-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Offeror and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Offeror and its principals have not within a 3-year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for breach or default of a contract.

Offerors that cannot certify this block, in whole or in part, shall submit an explanation with their offer. (See instruction 14.)

16b. OFFEROR INFORMATION REQUIREMENTS: Subject to the penalties prescribed in 18 USC 1001, Offeror certifies, by signing this offer form, that to the best of Offeror's knowledge that the following information is accurate.

a. That the Offeror [ ] has, [ ] has not participated in a previous contract subject to the provision of section 202 of Executive Order 11246 (Non-discrimination in Employment) of 9/24/65, as amended; and that the Offeror [ ] has, [ ] has not submitted required compliance reports under such previous contracts.

b. That the Offeror together with its affiliates employs the following number of persons and is classified as:
[ ] 1-25 [ ] 26-500 [ ] Over 500 **and** a: [ ] Manufacturer [ ] Nonmanufacturer of sawtimber

17. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: Subject to the penalties prescribed in 18 USC 1001, Offeror certifies and represents, by signing this offer form, that the following representations are accurate and complete:

a. By submission of this offer each offeror also certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this contract:
(i) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, as to any matter relating to such prices with any other Offeror or with any potential competitor;
(ii) The prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening of offer, directly or indirectly to any other Offeror or to any potential competitor; and
(iii) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a offer.

b. Each person signing this offer or proposal certifies that:
(i) The Signer is the person in the Offeror's organization responsible within that organization for the decision as to the prices offered herein and that the Signer has not participated, and will not participate, in any action contrary to paragraphs a(i) through a(iii); or
(ii) The Signer is not the person in the Offeror's organization responsible within that organization for the decision as to prices offered herein but that the Signer has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs a(i) through a(iii), and as their agent does hereby so certify; and that the Signer has not participated, and will not participate, in any action contrary to paragraphs a(i) through a(iii).

c. An offer will not be considered for award where any portion of paragraph a or b has been deleted or modified. Where these provisions have been deleted or modified, the offer will not be considered for award unless Offeror furnishes with the offer a sworn statement which sets forth in detail the circumstances of the disclosure and the Chief, Forest Service, or the Chief's designee, determines that such disclosure was not made for the purpose of restricting competition.

18. ROAD CONSTRUCTION OPTION:
Not applicable.

19. CONTRACT AND BOND: The Offeror whose offer is accepted will,
within 30 days of the award letter's date, or any written extension thereof by the Forest Service, execute a stewardship contract which shall be provided by the Forest Service and be based on the sample contract referenced in the prospectus. Simultaneously, Offeror shall furnish a satisfactory performance bond, in accordance with the provisions of such stewardship contract, in the penal sum as prescribed in the prospectus for this contract, and otherwise complete the process described on this form and pages attached hereto. Offeror agrees that its failure to comply with this paragraph shall result in a termination of this contract for breach under provisions of instruction 6 of the Instructions to Offeror's portion of this form.

20. FIRM OFFER: Subject to the penalties prescribed in 18 USC 1001, the Offeror hereby agrees not to withdraw this offer after the time for receipt of offers. Signing this offer form binds the Offeror to accept award under the terms of the sample contract, this offer form, and any accepted terms from Offeror's proposal, if its offer is accepted within 90 days after time for receipt of offers. The period for acceptance may be extended by written notice from Offeror. If Offeror qualifies as a small business and elects road construction by the Forest Service, then the Offeror agrees that its offer shall remain open through the period stated in the prospectus although that period may exceed 90 days.
If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). Offerors may submit modifications to their proposals at any time before the time for receipt of offers.

21. TERMS OF OFFER: Offeror certifies and represents that the Offeror has read and understands each and every provision of this offer form (together with any attachments thereto) and the sample contract. The Offeror agrees that it assumes the responsibility to clarify any questions before signing this form. The Offeror agrees that the written provisions of this offer form (together with any attachments), the sample contract, and any accepted terms from Offeror's proposal constitute the entire agreement of the parties until a written contract is executed and neither the offer form (and any attachments), the Offeror's proposal, nor the sample contract can be orally modified. The Offeror expressly adopts the terms of this offer form, the Offeror's proposal, and the sample contract as material parts of the Offeror's offer.

22. DISCLAIMER OF ESTIMATES AND OFFEROR'S WARRANTY OF INSPECTION: Before submitting this offer, the Offeror is advised and cautioned to inspect the contract area, review the requirements of the sample contract, and take other steps as may be reasonably necessary to ascertain the location, estimated quantities, construction requirements and estimates, and operating costs of the offered timber or forest products and stewardship projects. Failure to do so will not relieve the Offeror from responsibility for completing the contract.

The Offeror warrants that this offer is submitted solely on the basis of its examination and inspection of the quality and quantity of the timber or forest products offered for sale and operating costs of stewardship projects to be performed and is based solely on its opinion of the value thereof and its costs of recovery, without any reliance on Forest Service estimates. Offeror further acknowledges that the Forest Service: (a) expressly disclaims any warranty of fitness of timber or forest products for any purpose; (b) offers this timber or forest products, as is, without any warranty of quality (merchantability) or quantity, and (c) expressly disclaims any warranty as to the quantity or quality of timber or forest products sold, except as may be expressly warranted in the sample contract.

The Offeror further holds the Forest Service harmless for any error, mistake, or negligence regarding estimates, except as expressly warranted against in the sample contract.

23. CERTIFICATION OF COMPLIANCE WITH EXPORT AND SUBSTITUTION RESTRICTIONS:
The Offeror certifies, by signing this offer form, that the Offeror is in compliance with applicable prohibitions against export and substitution prescribed in the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.). In Alaska, exports of logs, cord-wood, or primary products derived from included timber may not be transported from Alaska without Regional Forester approval. (See instruction 12.)

24. CERTIFICATION OF NON-AFFILIATION:
Not applicable.

25. CERTIFICATION OF AFFILIATION: The Offeror certifies that a complete listing of Offeror's affiliates who are primarily engaged in the logging of forest products is included with this offer.(Add additional pages if needed. See instructions 6 and 11.):

Full Name of All Partners & Affiliates (Type or Print)	Tax Identification Number
	When requested by the Contracting Officer, Offeror agrees to furnish the tax identification number of each partner and affiliate listed herein.

Before signing this offer, review the attached instructions to Offerors and fill in the applicable blanks in boxes 14g, 14l, 15e, 15f, 16b, 18, and 25.

Name of Offeror: (Type or Print)	By: (Signature in ink)	
Tax Identification No. :	Title: (Type or Print)	Date:

Business Name Address and Phone Number: (Include Zip Code and Area Code) (Type or Print)

Public reporting burden for this collection is estimated to be 53 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Under the Paperwork Reduction Act of 1995, an agency shall not conduct or sponsor, and no persons are required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this collection of information is 0596-0066.

Deposits will be returned to unsuccessful Offerors by certified mail unless deposits are returned personally.

Receipt for Returned Deposits:

Check Number_____ in the amount of $_____dated _____ was returned to

_____

Signature: _____ Date:_____

INSTRUCTIONS TO OFFERORS

1. OFFEROR'S QUALIFICATIONS: Before an offer is considered for award, the Offeror may be required to submit a technical and price proposal, as described in instruction 2 and comply with all other provisions stated herein. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what it is the Offeror will do to satisfy the requirements of the contract. Upon contract award, this technical proposal will become a binding part of this contract.

2. PREPARATION OF PROPOSALS: Offers shall be manually signed, prices entered in block 14g for timber values and blocks 15e and 15f for the cost stewardship projects and all fill-in blocks, 16b, 18, and 25, completed. If erasures or other changes appear on the forms, the person signing the offer must initial each erasure or change.

Proposal Requirements. Proposals shall be submitted in two parts: a technical proposal and a price proposal.

a. Technical Proposal Instructions. The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use phrases such as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be further considered. The technical proposals will be evaluated and ranked on the basis of the following criteria. As a minimum, the proposal must clearly provide the following:

(i) Technical Approach

l. Describe your plan of operations for both timber harvest and stewardship project work. Include a timeline and the rationale for the work activities identified to ensure all contractual requirements will be completed by the termination date.

ll. Describe your quality control plan for both the harvesting and conservation projects.

lll. Provide names and resumes for your contract manager and your on-the-ground supervisor(s).

lV. Describe the equipment you propose to use to accomplish this contract, including both harvest and stewardship projects.

V. Define your production capability to accomplish this contract within the contract period.

(ii) Capability and Past Performance

l. Provide a list of the experience of your key personnel who will actually be working on this contract.

ll. Identify all subcontractors you propose to use for this contract and the work activities planned for subcontracting. Describe subcontractor's past performance using the criteria identified in (ii)lll. If any subcontractors are certified in their area of expertise, provide information as to when, what, and by whom they are certified.

lll. Submit a list of similar or related contracts that your firm has completed in the past 3 years. This listing must include the contract type; contract amount or contract size; location, the year completed, the Agency, company or individual contracted with, and a current telephone number.

(iii) Utilization of Local Work Force. Local labor is defined as Contractors who do business in and employ workers from Clackamas County, Hood River County and/or Wasco County, Oregon. Secondary locales considered would be counties in the Northern Willamette Valley of Oregon and counties from southwest Washington adjacent to the Columbia River. Identify how you intend to utilize labor, subcontractors, and other workforce from the local area. Additional evaluation preference will be given for the use of labor or subcontractors located closest to the contract area.

b. Price Proposal. All Offerors must furnish a total offer value in Block 14g for the mandatory timber cutting units. If a offer is en-tered for the optional timber cutting units in Block 14l, timber removal will be required. In addition, Offerors must enter a rate per unit in Block 15e and a total offer in Block 15f for the mandatory and optional stewardship projects.

3. SUBMISSION OF OFFERS: Offers must be submitted to the Contracting Officer, designated by the solicitation as the receiving officer, at or prior to the time for receipt of offers. Such offers must be enclosed in a sealed envelop addressed to the designated receiving officer. The envelop should show on the outside (a) that it is a "Best Value Offer," and (b) the contract name or number, and the date and time of offer closing, as shown by the offer form. Offers received after the time specified on the offer form are late offers. Forest Service Handbook 2409.18, Chapter 60 will govern acceptance of such offers.

4. OPENING OF OFFERS: The competitive proposal does not allow for public opening of offers. The Government may disclose the following information in post-award debriefings to other Offerors: (a) the overall evaluated price and technical rating of the successful Offeror; (b) the overall ranking of all Offerors, when any ranking was developed by the Agency during source selection, (c) a summary of the rationale for award, and (d) for acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

5. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: 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 including those listed in section 2a(i)-(iii) of these instructions and any additional factors listed in the prospectus when combined, are of greater importance than cost or price. The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Where technical proposals are determined to be substantially equal, any cost/price advantage to the Government may control award.

Proposals must be submitted initially on the most favorable terms from a technical and price standpoint which the Offeror can submit to the Government. Therefore, the Government reserves the right to award without discussions with the Offerors. However, after receipt of initial offers, written or oral discussions may be conducted with all responsible Offerors whose offers are determined to be in the competitive range. Discussions conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

Firms lacking a past performance record (new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, and will receive a neutral rating in this criteria. A neutral rating will be established as the average of all other competing Offerors.

The selection official will base the award decision on a tradeoff between price and non-price factors, comparing the relative risk to the government of poor or non-performance posed by each of the offerors, and making a judgement as to whether or not reduced risk of performance is worth additional cost. In some cases this will result in award to a lower ranked but lower priced offer, in other cases award may be to a higher ranked but higher priced offer.

The Government may, when in its interest, reject any or all offers or waive any informality in offers received. A written award mailed (or otherwise furnished) to the successful Offeror shall be deemed to result in a binding contract without further action by either party.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this stewardship contract are the same as, or nearly the same as, conditions existing on other contract(s) in appeal or litigation, Contracting Officer may delay award or reject all offers. If delay in award is for 10 days or more during Normal Operating Season after offer opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the actual time lost.

6. DAMAGES: Offeror acknowledges that this contract shall be terminated for breach pursuant to blocks 16, 16a, 16b, 19, 20, 23, 24, and/or 25 of this offer form if: (a) the Offeror fails to execute a stewardship contract, or furnish a satisfactory performance bond, within the number of days listed in block 19, of award letter's date; or (b) the Offeror is found to have violated the False Statements Act in making any statement or certification on this offer form, including not meeting contractor responsibility requirements. The Offeror acknowledges that the Offeror shall not be entitled to cure this breach and that it will pay damages pursuant to the following terms:

Damages due the United States shall be determined in the following manner: (a) The costs, as described in this instruction, incurred by Forest Service in contacting the other qualified offerors regarding accepting the award of the contract at the high Offeror's repudiated rate or (b) If another qualified offeror does not accept award of the contract at the high Offeror's repudiated rate:

(i) If the repudiated contract is reoffered within 6 months of the date of repudiation, damages shall be the difference between the total recontract value and the total value of Offeror's repudiated offer, plus costs described in this instruction or

(ii) If there are no responsive offers on the reoffered contract, damages shall be the difference between the reoffered appraised value and the total value of Offeror's repudiated offer, plus costs described in this instruction or

(iii) If the repudiated contract will not be reoffered or the reoffer is not made within 6 months of Offeror's repudiation, damages shall be the difference between the appraised value of this contract as of the date of Offeror's repudiation and the total value of Offeror's repudiated offer, plus the costs described in this instruction.

The costs to be included in damages are the costs the Government incurs in making the reoffer, including, but not limited to, salary costs, document preparation and duplication costs, mailing costs, and contract solicitation costs.

Damages will also include interest measured by interest at the Current Value of Funds Rate established by the Secretary of the Treasury. Interest will be calculated from the date of Offeror's repudiation to the date of award of the reoffered contract or to the date a determination is made not to reoffer the repudiated contract or for 6 months, whichever comes first.

7. PRIVACY ACT: All personal information is requested on a voluntary basis; however, if you do not provide this personal in-formation, your offer will not be accepted and the contract will not be awarded to you. Solicitation of this information is necessary for the Government to conduct its contracting program and thus is authorized under the National Forest Management Act of 1976, (16 USC 472a). The principle purpose for collecting this

information is to allow for proper award of a stewardship contract and to provide for administration of that contract after award. Other routine uses of this data include: (a) compilation of small business data to determine needs for set-aside contracts, (b) determination of volume purchased in any specific time period by a single contractor, and (c) determination of volume under contract by a contractor.

8. ROAD COMPLETION DATE: The Offeror hereby acknowledges that the Offeror is aware of the road completion date in the sample contract. The Offeror also acknowledges that if the Offeror elects to have Forest Service construct specified roads, the Offeror is aware: (a) that the Forest Service expects to contract for road construction, (b) that the stewardship contract will not be awarded unless a satisfactory road construction bid is received and a road construction contract is awarded or, if the Forest Service fails to receive such a bid within a maximum period stated in the solicitation of the road contract, the Offeror agrees to perform road construction, (c) that the Forest Service may extend the maximum award delay time by the amount of time needed to confirm either contract or road Bidder's size status or by any time in excess of 40 days from offer opening needed to begin solicitation of construction bids, and (d) that if the Forest Service extends the maximum award delay period because solicitation of the road contract is delayed, the Offeror may withdraw its offer without penalty.

9. ELECTION OF ROAD OPTION AND CERTIFICATE OF SMALL BUSINESS STATUS: The National Forest Management Act of 1976 (16 USC 472h(i)) provides that the Secretary of Agriculture may permit offerors qualifying as small business concerns under the Small Business Act to elect, when submitting an offer, to have the Secretary build the specified roads. Offerors qualifying as a small business concern under the Small Business Act, as amended, and the regulations thereunder, may elect to have the Forest Service construct the Specified Roads required by this contract. The Offeror who does not elect agrees, if awarded the contract, to construct the roads in accordance with the contract. An Offeror who does elect acknowledges that Offeror is aware of and agrees to the conditions stated in instruction 8 and that the Offeror is a small business concern.

If you wish to elect Government construction, you must so indicate in block 18 on the offer form that you submit. You may not accept this election at a later time. If you do not elect Government construction on your original offer form and you receive contract award, you must construct needed specified roads. You must elect Government construction for all of the specified roads as a package. Election of Government construction of a portion of the roads constitutes a non-responsive offer. When you elect Government construction, you must certify your firm as a qualified small business concern and acknowledge your understanding that award of the contract cannot take place until the Forest Service ensures road construction.

Except in rare instances, and then only when indicated in the solicitation, the Forest Service must rely upon independent contractors to construct the roads when you request Government construction. The Forest Service shall make a good-faith effort to let a contract for the construction. Without receipt of a satisfactory bid under Federal Procurement Regulations, the Forest Service can only award the stewardship contract to you if you agree to perform the construction. This problem does not arise often, but you should consider the possibility when deciding upon your election.

The Act also requires that when the Offeror elects to have the Secretary build the roads, the price paid for the timber must include all of the estimated construction costs of the roads. The Offeror must pay the total cost of the road, regardless of the amount that the offer value exceeds base rate value. This means that you may be billed at a rate higher than the offer rate.

10. ELECTION OF ROAD OPTION: Not applicable.

11. DEFINITIONS:

Affiliates: Business concerns or individuals are affiliates of each other if, directly or indirectly, (a) either one controls or has the power to control the other; or (b) a third party controls or has the power to control both.

Offeror: An Offeror is any individual, organization, or other legal entity that submits an offer for, or may be expected to submit an offer for, a National Forest contract.

Covered Transactions: A primary or lower tier covered transaction. A primary covered transaction is any non-procurement transaction between an agency and a person. A lower tier covered transaction is any transaction between a participant and a person other than a procurement contract, unless the procurement contract is greater than $25,000.

Participant: Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction. This term also indicates any person who acts on behalf of or is authorized to commit a participant in a covered transaction as an agent or representative of another participant.

Contract Officer: An individual delegated responsibility for any specific aspect or task in the offering or awarding process for contracts.

Small Business: In contracts of National Forest timber a small business is a concern that: (a) is primarily engaged in the logging and forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) together with its affiliates does not employ more than 500 persons.

12. CERTIFICATION OF COMPLIANCE WITH EXPORT RESTRICTIONS: Certain restrictions on

the purchase and export of unprocessed logs cut from National Forest timber apply in various parts of the country. Pursuant to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.), the Offeror acknowledges that the Offeror is aware of the applicable export restrictions. The Offeror is aware that these restrictions affect the disposition of the included timber and is aware that the restrictions may reduce the potential value of the timber.

13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS-CONTRACT TRANSACTIONS: The inability of a person to provide the certifications in block 16a will not necessarily result in denial of participation in this contract (covered transaction). The Offeror shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Forest Service's determination whether to enter into this contract. However, failure of the Offeror to furnish a certification or an explanation shall disqualify such person from participation in this contract.

The certification is a material representation of fact upon which reliance was placed when the Forest Service determined to enter into this contract. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Forest Service may terminate this contract for cause or default.

The Offeror shall provide immediate written notice to the Forest Service officer, to whom this offer is submitted, if at any time the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Forest Service for assistance in obtaining a copy of those regulations.

The Offeror agrees by submitting this offer that, should the proposed contract transaction be entered into, it shall not knowingly enter into any subcontractor transaction (lower tier covered transaction) with a person who is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Forest Service's non-procurement Debarring and Suspending Official.

The Offeror further agrees by submitting this offer that it will provide the addendum titled 'Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion,' without modification, to all subcontractors and in all solicitations for subcontractors.

14. SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Pursuant to 7 CFR 3017.335 each contractor shall require subcontractors to include a certification for it and its principals in any proposal submitted in connection with this contract. Contractors shall keep the certifications on file until the termination date of the contract.

A participant in a contract may rely upon a certification of a prospective subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from the contract, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized in paragraph 5 of the instructions for certification, if a contractor knowingly enters into a sub-contractor transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this contract, in addition to other remedies available to the Federal Government, the Forest Service may terminate this contract for cause or default and/or pursue suspension and/or debarment. The instructions and certification follow:

INSTRUCTIONS FOR:
Subcontractor Certification
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

1. By signing and submitting this proposal, the prospective subcontractor (lower tier participant) is providing the certification set out below.

2. The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Forest Service, with which this transaction originated, may pursue available remedies, including suspension and/or debarment.

3. The prospective subcontractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Forest Service for assistance in obtaining a copy of those regulations.

5. The subcontractor agrees by submitting this certification that, should the proposed subcontract be entered into, it shall not knowingly enter into any other subcontract with a person who is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Forest Service.

6. The subcontractor further agrees by submitting this certification that it will include this certification titled 'Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion,' without modification, and instructions in all sub-contracts and in all solicitations for its subcontracts.

Subcontractor Certification
Regarding Debarment, Suspension, Ineligiblity, and Voluntary Exclusion

Contract Name: Jam Thin Stewardship

National Forest: Mt. Hood

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: _____

Business Address: _____
_____
_____

_____ _____
Date Signature

REGION 6 AMENDMENT TO
OFFER FOR INTEGRATED RESOURCE CONTRACT FS-2400-14BV

Additional Information in the Development of Technical Proposals

The attached Technical Proposal template provides prospective Bidders with additional information on how to develop their technical proposal and what specific items to address or emphasize. These items cover areas of special concern to the Forest Service and the community collaborative which has participated in the development of this project. They are areas where tradeoffs between price and quality will be considered. You may use the attached template or use your own format, however all items listed in the following technical proposal template are to be addressed in your Technical Proposal.

Remember!

- What you put down in your Technical Proposal becomes a binding part of the Contract (see G.3.1.1 Inclusion of Technical Proposal). **Do not include items you do not intend to do!**
- If it fits, include adaptive approaches. These might help to make sure you are not tied into actions that may become unnecessary. They can also be used to describe to the Forest Service how operations will be done differently if problems arise.
- We understand that what you put in your Technical Proposal may have a price tradeoff. The government is looking for the offer that is both technically acceptable and whose technical/price relationship is the most advantageous to the Government.

Also, to further assist you in completing the technical proposal, the italicized text provide contractors with details on information to provide in response to the evaluation criteria. Suggestions listed are not all inclusive and the contractors should add other information as appropriate.

Technical Proposal

Jam Thin Integrated Resource Contract

PREPARED FOR THE ZIGZAG RANGER DISTRICT
MT. HOOD NATIONAL FOREST

NOTE:
SUBMISSION OF OFFERS AND TECHNICAL PROPOSALS ARE DUE BY
April 3, 2012 10:00 A.M.

This Technical Proposal is being submitted in response to the advertisement of the Jam Thin Integrated Resource Contract advertised on February 22, 2012 in the *Daily Journal of Commerce.* A Price Proposal is submitted on the enclosed "Offer For Integrated Resource Contract" form FS-2400-14BV.

I understand that the Jam Thin Integrated Resource Contract will be awarded based on a Best Value determination. 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.

This Technical Proposal, along with the FS-2400-14BV Price Proposal, constitutes a firm offer and binds this company to accept award under the terms of the sample contract, the offer form, and any of the accepted terms of this Technical Proposal.

Name of Offeror:

_____

By: (signature)

_____

Date:

_____

PRICE PROPOSAL

Price Proposal (complete, sign, and enclose form FS-2400-14BV)

NOTE: For the Jam Thin Stewardship Integrated Resource Timber Contract, all technical factors, when combined, are of greater importantance than cost or price when evaluating offers.

TECHNICAL PROPOSAL

I. Technical Approach

A. PLAN OF OPERATIONS – Provide a general plan for both timber harvest and stewardship project work over the life of the contract. Explain the timeline and the rationale for the planned work activities to ensure all contractual requirements will be completed by the termination date.

Identify needed work activities, logical sequence in completing the work, and timing of activities. Contract provision to consider and review in completing your Plan of Operations include, but are not limited to:

1. G.3 - Control of Operations
    a. K-G.3.1.5# - Project Operation Schedule
    b. G.3.5 - Cleaning of Equipment
2. G.4 - Conduct of Logging
    a. K-G.4.1# - Specific Requirements
    b. K-G.4.2# - Yarding/Skidding Requirements
3. G.6 - Erosion Prevention and Control
    a. K-G.6.0# - Erosion Control and Soil Treatment by Contractor
4. G.7 - Slash Disposal
    a. K-G.7.4.2# - Slash Treatment Requirements
5. G.9 - Stewardship Projects
    a. K-G.9# - Stewardship Projects
6. F.1.2 - Use of Roads by Contractor
    a. K-F.1.2# - Use of Roads by Contractor
7. F.3 - Road Maintenance
    a. K-F.3.1# - Road Maintenance Requirements (prehaul, haul, post haul)
8. K-C.3.5.7# - Individual Tree Designation (Option 1)
9. Minimize soil compaction and displacement to each individual cutting unit, which includes temporary roads, landings and skid trails remaining from privious logging operations
10. Protect leave trees from damage from all logging operations.

B. QUALITY CONTROL PLAN - attach your General Quality Control Plan. See attachment.

C. METHODS - Responses to the technical proposal must include the method(s) and how-to's you will use to complete the required work activities and meet the end results and objectives included in the table above. Will you use a skidder, skyline, cut-to-length, harvester-forwarder system, prebunch logs, use intermediate supports to protect riparian areas, streams, special areas, etc. What are the advantages of the logging system(s) you chose as it relates to meeting the end results and objectives included in the table above. Describe the equipment that will be used to accomplish each mandatory and optional work item. The equipment should be that needed in the method(s) and how-to's described above. List the logging system and equipment to be used by cutting unit. The requirement to describe method(s), how-to's, and equipment you will employ to completed included work is applicable to all mandatory and work projects. Be specific, but do not list methods you do not intend to do. You should also consider financial resources you posses to fund operational needs if you list the earning of stewardship credits in you technical proposal prior to removing Included Timber.

D. CAPABILITY AND PAST PERFORMANCE - Complete the worksheet on the following page with your responses incorporating the following business and operational standards.

1. **Quality of Work:** Demonstrated ability to perform services in accordance with contract specifications. Conformance to good standards of workmanship.

2. **Customer Satisfaction:** Satisfaction of previous customers with Contractor's completed products and services, which includes the subcontractors employed.

3. **Timliness of Performance:** Compliance with delivery schedules; reliability; responsiveness to technical direction; assessment of liquidated damages.

4. **Business relations:** Management effectiveness, or ability to manage projects involving subcontracts, working relationship with the contracting officer and technical representatives, reasonable/cooperative behavior, flexibility, effective contractor recommended solutions, businesslike concerns for government's interests.

5. **Cost control:** Ability to complete contracts within budget (at or below); reasonableness of price change proposals submitted; providing current, accurate, and complete billings.

6. **Key Personnel:** Provide a brief overall statement of key personnel and subcontractors used in similar or related projects.

E. UTILIZATION OF LOCAL WORKFORCE -

1. On each of the attached Capability and Past Performance Information Sheets list the physical address of each subcontractor and whether they have historically done contracts within the Clackamas County, Hood River County and/or Wasco County, Oregon. Secondary area would be Counties in the northern portions of Willamette Valley in Oregon and/or counties adjacent to the Columbia River in southwest Washington.

2. How does your hiring, training, or subcontracting help to develop a multi-skilled local workforce and provide greater opportunities for year-round work in Clackamas County, Hood River County and/or Wasco County, Oregon. Secondary area would be Counties in the northern portions of the Willamette Valley in Oregon and/or counties adjacent to the Columbia River in southwest Washington.

Capability and Past Performance Information Sheet

Name and Location of Company - (physical address of company)

Work Activities - (list applicable supervision, harvest, rd construction, or stewardship projects)

Key Personnel - (list owner, field reps, etc.)

Past Contracts - (list contracts within past 3 years which involve similar work)

Equipment - (list specific equipment that will be used to accomplish the contract activity)

Methods - (indicate specific methods if appropriate)

Production Capability - (list production capability in terms of work activity unit of measure)

Special qualifications, experience, or education

General Quality Control Plan

Quality Control is an important emphasis item for the Jam Thin Integrated Resource Contract. Offeror are encouraged to develop an effective plan for ensuring that their operations are in compliance with all contractual requirements. Offerors should develop a General Quality Control Plan that addresses the following four questions:

1. How will quality be monitored to assure performance standards are met?

Example: Break down the response into major work areas. For example, tree marking, logging, mastication, and TSI thinning. For all items, you might mention whether you want a pre-work in the field to discuss quality before activities begin.

Logging: list examples of the types of things that will be monitored, e.g. residual tree damage, soil displacement and compaction, determining whether appropriate logging conditions are met, cutting only designated trees (no orange), landing size, etc. Indicate whether there is a separate quality control process and how often it will occur, i.e. is your field representative going to take some extra time every day/once a week to review all aspects of quality control? (or, do you just rely on every worker to do their job properly?) Will he be documenting the results of monitoring or just reporting problems verbally to the Contractor's Rep and Forest Service?

Mastication: Indicate the process you will use to determine whether you are meeting the mastication specifications. Will this require frequent visits by Forest Service to make sure you are on track?

TSI Thin: Indicate how you will organize to do the required self inspections. Will the individuals doing the work self inspect their work or will there be a separate individual. How often will these inspections be done? Who will be responsible for the required paperwork, the Contractor's Rep or the Field Rep.

2. How will the quality control work be supervised?

This is the next higher level of supervision, i.e. how will the Contractor's Rep type supervise the Field Rep's work? How often can we expect the CR to be there? Will the CR do a sample inspection as well, e.g. "once a week the Contractor's Rep will review the results of the quality monitoring for that week (written or verbal) with the Field Rep and do a walk through sample inspection of the completed area to discuss and verify quality control inspections. If there are problems that were not identified by the Field Rep what will be done? (the FR says "everything looks great" and you find that an obvious problem with orange painted trees cut… someone's not doing their quality control job)

3. How will results of the monitoring be used to ensure quality performance?

If the inspections indicate a problem, how will that be addressed? For example, "The Field Rep will review the problem with those that did the work, require that it be reworked before further work is done (if it can be corrected), and inspect the next batch of work more frequently until it is determined that the problem is corrected. The Field Rep will report quality issues to the next higher level (Contractor's Rep) and to the Forest Service contract administrator".

4. Identify, by work activity, the personnel responsible for performing quality control?

As described above the Contractor's Rep supervising quality control will be _____. The Field Rep responsible for quality control monitoring of logging will be _____. The Field Rep for Mandatory Stewardship Project 001 will be _____. The Field Rep for Optional Stewardship Projects 002, 003 and 004 will be _____.

or

Name of person will be the contractor's representative supervising quality control and all work items included in this contract.

or

Something similar to these.