INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name: Algoma South MP Stewardship Type of Contract: 2400-13(Scaled)
National Forest: Shasta-Trinity National Forest Ranger District: McCloud

Method: Best Value

Location to Receive Offers: Shasta-Trinity NF, Headquarters

Address: 3644 Avtech Parkway
Redding, CA. 96002

Date: September 19, 2012 Time: 10:30 AM

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

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

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

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

3. LOCATION AND DESCRIPTION OF TIMBER AND STEWARDSHIP WORK ITEMS. Refer to the sample contract and contract area map attached to the sample contract for legal location of contract area, location of payment units (Substitute "subdivision" for "payment unit" for

location of contract area, location of payment units (Substitute "subdivision" for "payment unit" for scaled contracts.), location of cutting units, the acreage of contract area, the cutting unit acreage, and location of stewardship work activities.

This contract is located immediately east of McCloud, California and is located in Sections 35, 36 T. 40 N., R. 1 W., Sections 1, 2, 11,and 12, T. 39 N., R. 1 W., Sections 5, 6, 8, 9, and 16, T. 39 N., R. 1 E., MDB & M, Siskiyou County, California.

The West portion of the sale area can be accessed from McCloud via east on State Highway 89 to the 40N44 road, travel south on 40N44 (McCloud River Loop Rd). The East portion of the sale area can be accessed from McCloud via east on State Highway 89 to the 39N06 road, travel south on 39N06 (Stout Meadows Rd). Refer to contract area map for directions to individual contract area cutting units.

This contract includes an estimated 43,844 Tons of combined softwoods, sawtimber and 25,763 Tons of combined softwoods, green biomass convertible. The breakdown of the estimated sawtimber volume by species is; Douglas Fir 437 Tons, Incense Cedar 852 Tons, Knobcone Pine 256 Tons, Ponderosa Pine 28,557 Tons, Sugar Pine 43 Tons, White Fir 13,699 Tons. Mean DBH for sawtimber product is 13.0 inches. This contract will be offered as single rate pricing.

The contract area is estimated to be 4655 acres with 1,005 acres designated for cutting. The sale consists of seven individual tree marked (ITM) units and nine older plantation thinning units where included timber is designated by description (K-C.3.5.1# - Designation by Spacing). Sawtimber to be cut in the individual tree marked (ITM) units is designated with a blue painted band at DBH and two butt marks. Green biomass convertible product within many, but not all, of the individual tree marked units is designated by description (K-C.3.5.2# – Designation by Species and Diameter). Cutting unit boundaries are designated with three orange painted vertical stripes and butt marks, blue flagging, yellow unit boundary tags, yellow unit corner tags, and National Forest system roads as shown on the contract area map. This contract was designed for mechanical harvesting with whole tree yarding. This is a scaled by weight (100%) contract.

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

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

Mandatory Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure				
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Total Bid (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Mandatory Timber Cutting Units:								
Combined Softwood	Sawtimber	TON	43,844.00	1.72	2.39	//////////	1.98	N/A
Combined Softwood	Grn Bio Cv	TON	25,763.00	1.72	2.39	//////////	1.98	N/A
						//////////		
						//////////		
						//////////		
						//////////		
Minimum Acceptable Total Bid for Mandatory Timber Cutting Units, 14(i)						**$166,360.73**		

Total Value Bidding:

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

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

Timber Subject to Agreement

Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Combined Softwood	Cull Logs	TON	0.10	N/A	0.00

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of $ 120,000.00 is included in total timber value.

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

Stewardship Schedule of Work Items

Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items:			
001	203(1) Removal Structuer and Obstructions (39N28YB)	Each	1
001A	204(1) Excavation and Embankment, reestablish drainage	Each	1
001B	650(1) Road Closure Devices Barricade (Boulder)	Each	6
001C	650(2) Road Closure Devices Berm (Native)	Each	18
Optional Stewardship Work Items :			
	Not Applicable		

5. **PERIOD OF CONTRACT**. The normal operating season covers the period between 04/01 and 10/31.

The contract termination date is October 31, 2015. Extensions of this contract may be granted only when the Contractor has met specified conditions.

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

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

Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. **Base Rates and Required Deposits must be paid in cash.**

If an offeror elects to have the Forest Service construct specified roads, the contract shall provide for collection of not less than the full estimated cost of the roads stated in this prospectus, in addition to the current contract rate value and required deposits. Contract Form FS-2400-13 provides for collecting the estimated public works road construction cost as timber is scaled, at a rate accelerated on 80 percent of the estimated volume.

If offeror elects the road option, payment for right-of-way timber will be made in advance of cutting. The timber will be decked by the road contractor and will be made available to the Contractor when notified by Forest Service of location and availability. If Contractor and road contractor agree, Contractor may cut and remove right-of-way timber as part of the specified road construction.

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7. **PERFORMANCE BOND**. A performance bond is required. The maximum penal sum of the bond will be $ 21,000.00 . If an irrevocable letter of credit is used to secure the performance bond, the termination of the letter of credit must be in accordance with the Contracting Officer's letter.

8. **SPECIFIED ROADS**. 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.

Road Number	Road Name	Traffic Service Level	Approximate Miles	Estimated Road Construction Cost	Type of Work *
39N28YA	BULL	C	0.7	17,600.00	R
39N49	FOUR MILE FLAT	C	2.18	22,440.00	R
40N44	MIDDLE FALLS	C	0.6	167,500.00	R
39N11Y	RACCOON CR	C	1.95	13,750.00	R
39N11Y	RACCOON CR	C	1.7	15,600.00	R
39N10	RAILROAD CAMP	C	1.64	16,400.00	R
39N06	STOUTS MDW	C	0.1	75,000.00	R
39N50	TATE CR	C	0.45	54,350.00	R
39N50A	TATE CR	C	0.93	7,790.00	R

* C = Construction
  R = Reconstruction

The required specified road completion date for all roads is 10/01/2013 . 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 $430,430.00.

An offeror qualifying as a small business concern may elect to have the Forest Service construct the specified roads listed above. Completion dates for construction apply whether construction is performed by the Contractor or by the Forest Service. If the offeror elects Forest Service construction, it is the Forest Service's intent to perform construction through **(FORCE ACCOUNT) (CONTRACT)**. The Forest Service shall not award the contract unless either it receives a satisfactory road construction bid or, if it fails to receive such a bid within 120 days of tentative award, the offeror agrees to perform road construction.

If Contractor elects Forest Service construction, the total estimated public works construction cost that would be paid in addition to current contract rates is $ 390,430.00 . See provision K(T)-E(T).1.2# – Amount Payable for Timber in the sample contract for additional information.

The estimated road construction cost includes the cost of road reconstruction engineering services, pursuant to Public Law 88-657, 78 Stat. 1089, 16 U.S.C. 532-537. Refer to provision K(T)-F(T).2.1.3# - Deposit for Reconstruction Engineering Services in the sample contract for additional information.

Contractor shall make a cash deposit in the amount $40,000.00 for engineering services completed by Forest Service in preparation of this contract. The Forest Service shall complete reconstruction related engineering services on the following schedule:

Road or Facility No.	Termini From - To (MP or Sta.)	Engineering Services Completion Date
39N06	0 - .1	10/01/2012
39N10	0 – 1.64	10/01/2012
39N11Y	0 – 1.95	10/01/2012
39N11Y	2.88 – 4.58	10/01/2012
39N28YA	0 - .7	10/01/2012
39N49	0 – 2.18	10/01/2012
39N50	.75 – 1.2	10/01/2012
39N50A	0 - .93	10/01/2012
40N44	0 - .6	10/01/2012

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

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

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

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

13. SET-ASIDE CONTRACTS. Not Applicable

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

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

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

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

a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;

b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;

c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the contractor's control and were not created through improper actions by the Contractor or affiliate, or that the contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a contractor is not a responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;

d. The Contractor has a satisfactory record of integrity and business ethics;

e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;

f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

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

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

The certification forms and instructions for 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, **California Department of Industrial Relations, 1515 Clay Street, Suite 1901, Oakland, California 94612.**

21. GENERAL.

Offerors are hereby put on notice that the Algoma Vegetation Management Project NEPA document and associated decision, which provide the authority to conduct this contract sale, were administratively appealed pursuant to 36 C.F.R. This contract may therefore be subject to litigation in the future, which may result in contract suspension, modification, or termination. The contract provides for limited remedies in cases of suspension, modification, or termination due to administrative appeal and/or litigation. To receive documentation relevant to the administrative appeal noted above, please contact Kathy Rosche (530) 226-2420.

The Forest Supervisor has received Notice of Intent to Sue on the Algoma Vegetation Management Project NEPA.

A Pre-Award Waiver Release and Limitation of Liability Agreement will be required in order to award the sale. Prospective offerors are encouraged to contact James Powell at (530) 926-9650, as to the changes this agreement has to the limited remedies in cases of suspension, modification, or termination due to litigation.

A show me trip is scheduled for August 29, 2012 at 9:00 AM. Prospective Offerors are encouraged to attend as questions to specific requirements within the contract will be addressed in addition to a site visit of the contract. Meet at the McCloud Ranger District Office by the time specified above.

The successful offeror shall register in the Central Contractor Registration (CCR) at www.ccr.gov.

This contract includes but is not limited to the following provisions. Prospective offerors are encouraged to review the sample contract, contract maps, and other pertinent documentation for specific information on the actual contract requirements:

- Designation by spacing and designation y species and diameter for the biomass product removal.
- Contract requires the offeror to obtain share cost road liability insurance.
- Specified Road completion date of 10/01/2013
- Road maintenance requirements for surface blading and dust abatement.
- Deposits for surface replacement ($.07 per ton) the deposit rates may be tripled for haul outside of the normal operating season. If haul outside the normal operating season road maintenance may apply.
- Water deposits will be required for the use of the slagger camp overhead fill.

- Site specific special protection measures for cultural resources. Not all cultural resource areas are shown on the contract area map, a separate cultural resource area map will be provided to the successful offeror.
- Project operations schedule is included to assure sequence of sawtimber and biomass removal in units to ensure product accountability, priority units to be harvested first to ensure the best recovery of diseased and insect infested timber, non-sawtimber product removal from landings within 90 days to reduce the risk of slash breeding insects.
- Contract is designated for whole tree yarding (mechanical harverster).
- Directional felling to protect improvements, roads, streams, private property, cultural resources.
- Treatment of stumps greater than 14 inches in diameter will be required.
- Erosion prevention measures include tillage of landings, main skid roads, and temporary roads.
- Slash treatments contain machine piling of all landing and some of the units, Scat 18 some units, visible slash treatment for 200 foot view corridor from the Algoma Campground, Cattle Camp Campground, and Highway 89, construct firelines by tractor, and fuelbreaks.
- Contract contains third party scaling where the offeror is responsible for associated scaling costs.
- Stewardship project work may include construction of earthen berms, installation dips, culvert replacement, road realignment/widening.
- Contract contains the recently revised fire precautionary and emergency precautions provisions.

"The Project Activity Level (PAL), an industrial operation's fire precaution system, will be used for this project. The Ash Creek SIG will be used to calculate the Project Activity Level. The "normal operating season" is from April 1 to October 31. The Expected Days per Month at each PAL value for the "normal operating season" is shown in the following table.

Project Activity Level 2012						
Station/SIG/Unit: Ash Creek		PAL Area 2 McCloud			Years Analized: 2000-2011	
	A	B	C	D	Ev	E
Month	Expected Days per Month at each PAL Level					
April	15	9	5	1	0	0
May	9	9	11	2	0	0
June	4	7	15	4	0	0
July	1	3	23	4	0	0
August	0	2	19	9	1	0
September	1	3	15	8	3	0
October	8	8	12	2	1	0
November	25	4	1	0	0	0

The Mean DBH for the sawlogs is 13.0 inches with the Mean height of 72 feet.

The Mean DBH for the biomass is 7.7 inches with the Mean height of 50 feet.

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.

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

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

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

(ii.) Three copies of the technical proposal.

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

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. As a minimum, the proposal must clearly provide the following:

(i.) Technical Approach
- A. Operating Schedule
- B. Quality Control Plan
- C. Methods (logging methods to meet treatment requirements)

(ii.) Capability and Past Performance

(iii.) Utilization of Local Work Force

In preparing your Technical Proposal, the contractor is to keep in mind the end results, specifications and objectives are to be met with the how-to's of meeting them described in your technical proposal. The contractor is to develop specific responses to individual units to describe how the end results, specification and objectives are to be achieved.

Contractor is advised to review the sample contract provisions for operational requirements and restrictions.

EVALUATION, NEGOTIATION AND AWARD PROCESS

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

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

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

EVALUATION CRITERIA

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

> ***(i) Organizational Experience.*** Experience is the opportunity to learn by doing. The Government will evaluate each offeror's organizational experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective contract. The Government will not evaluate an offeror's organizational experience on the basis of the personal experience of the offeror's key personnel. However, the Government will consider the extent to which the offeror's key personnel have worked together in the past. The Government will evaluate the organizational experience of the offeror's proposed key subcontractors.
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> ***(ii) Organizational Past Performance.*** Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. The Government will contact some of each offeror's customers to ask whether or not that: (1) that the offeror was capable, efficient, and effective; (2) the offeror's performance conformed to the terms and conditions of its contract (specifications); (3) finished within the

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

(iii) Local Community Economic Enhancement. The ability of Offerors to enhance local and small business employment opportunities will be evaluated based upon the following sub-criteria. "Place of operation" is defined as the Contractor's address for normally doing business on a year-to-year basis. Local is defined as **(Enter counties that pertain to your forest)** Counties:

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

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

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

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

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

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

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

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

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

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

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

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.

National Forest Stewardship Contract

The Shasta-Trinity National Forest is soliciting competitive offers for the Algoma South MP Stewardship. The Algoma South MP Stewardship is located within T.39N., R.1W., T.39N., R.1E., and T.40N., R.1W., M.D.B.&M. Sealed – "Best Value" offers will be received at the Forest Supervisor's Office at 10:30 AM local time on September 19, 2012, for an estimated 43,844 Tons (6,713 MBF) of sawtimber and 25,763 Tons of biomass (2,811 MBF) marked or otherwise designated for cutting on 1,005 acres and 1 stewardship project. Stewardship project is: road closures consisting of berm installation, excavation and embankment to reestablish drainage, ripping/seeding, culvert installation. Contract contains Specified Roads with an estimated public works construction cost of $390,430.00 plus $40,000.00 deposit for Road Reconstruction Engineering Services. There is a field trip scheduled on August 29, 2012 at 9:00 am, meet at the McCloud Ranger District Office by the time specified. The Forest Service will evaluate competitive offers submitted by offerors who present a price offer and technical proposal according to the information found under the section in the offer titled "Instructions to Offerors." Evaluation factors for this project are organizational experience, organizational past performance, local community economic enhancement (including small business enhancement), understanding the Government's requirements, and price. One award will be made to the offeror whose proposal is technically acceptable and whose technical/price relationship is the "best value" to the Government. The Forest Service reserves the right to reject any and all offers. A prospectus, offer form, and information concerning the timber and stewardship project specific to this contract is available to the public at the McCloud Ranger District, P.O. Box 1620, McCloud, CA 96057 or the Forest Supervisor Office, 3644 Avtech Parkway, Redding, California 96002. You may also visit the Shasta-Trinity National Forest website.

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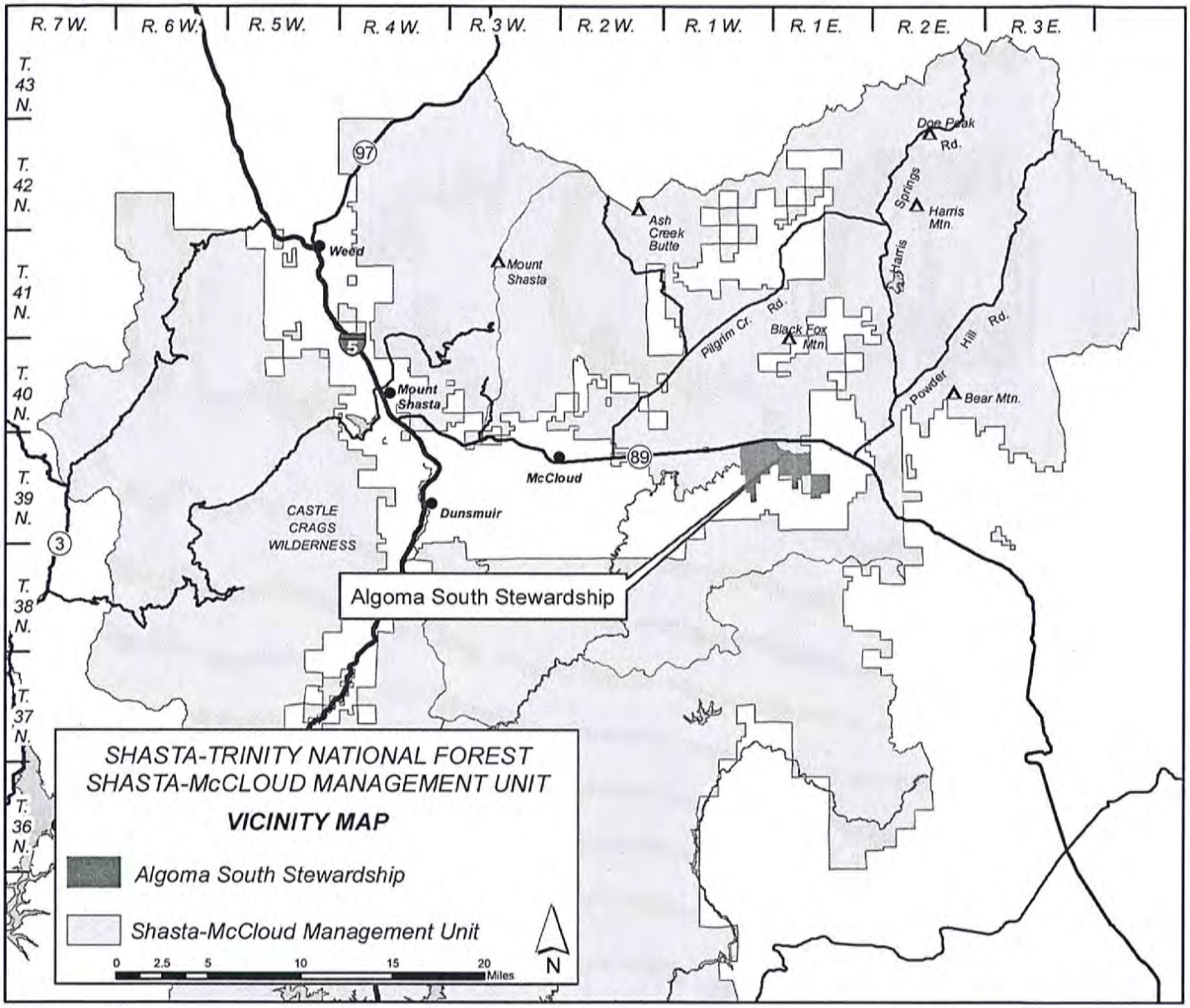
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington D.C. 20250-9410 or call 202-720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.


R. 7 W.
R. 6 W.
R. 5 W.
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R. 3 W.
R. 2 W.
R. 1 W.
R. 1 E.
R. 2 E.
R. 3 E.
T. 43 N.
T. 42 N.
T. 41 N.
T. 40 N.
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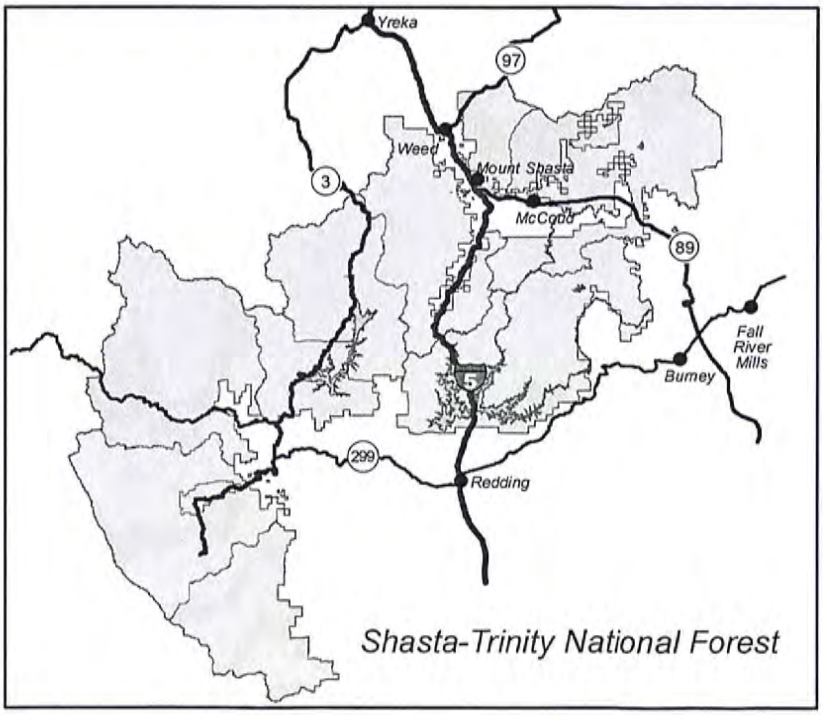
T. 37 N.
T. 36 N.
97
Weed
Mount Shasta
Ash Creek Butte
Doe Peak
Rd.
Springs
Harris Mtn.
Harris Cr.
Pilgrim Cr. Rd.
Black Fox Mtn.
Hill Rd.
Powder
Bear Mtn.
5
Mount Shasta
89
McCloud
Dunsmuir
CASTLE CRAGS WILDERNESS
3
Algoma South Stewardship
SHASTA-TRINITY NATIONAL FOREST
SHASTA-McCLOUD MANAGEMENT UNIT
VICINITY MAP
Algoma South Stewardship
Shasta-McCloud Management Unit
0 2.5 5 10 15 20 Miles
N

Shasta-Trinity National Forest
Eureka
Redding
Reno
Sacramento
San Francisco
Pacific Ocean
California
Los Angeles
San Diego


Yreka
97
Weed
Mount Shasta
3
McCloud
89
Fall River Mills
Burney
299
Redding
Shasta-Trinity National Forest