



United States
Department of
Agriculture
Forest Service

Pacific
Northwest
Region

REGION 6

STEWARDSHIP

CONTRACTING

USER GUIDE

November 2012

Revised - May 2008
August 2008
January 2010
April 2010
March 2012

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I. Introduction

This user guide was written to assist Forests in Region 6 in the use of stewardship authorities. In the guide are answers to questions originating from the many stewardship projects in the region. The objective is to have a reference document where users of stewardship authorities can find answers to their questions. The purpose of the guide is to bring together the changes in the use and application of stewardship authorities, and to assemble the new information and methods of stewardship since the issuance of the stewardship handbook, FSH 2409.19, Chapter 60, and to have this in one place, including the how-to's of stewardship contracting. The user guide is not intended to limit the use of stewardship, but to capture the decisions, methods, processes, and interpretations of the law previously made, and to apply them to future stewardship projects as to further innovate the use of stewardship authorities to achieve land management goals for the National Forests that meet local and rural community needs. The Region 6 Stewardship Contracting User Guide will continue to change and adapt as stewardship authorities are used in new and innovative ways.

The region purposely selected the user guide format as the appropriate information tool as the policy and direction related to stewardship continues to be dynamic in the management of aquatic and terrestrial habitats. The user guide is to be used by Forests in the same context as if it was a Region 6 supplement to FSH 2409.19, Chapter 60. Forests approved for use of stewardship authorities are required to use the user guide in implementing approved stewardship projects.

Implementation of restoration project using stewardship authorities is to be consistent with 16 U.S.C. 2104 Note, National and Regional Forest Service Handbooks (FSH) and Forest Service Manuals (FSM), as amended and supplemented, letter direction issued related to stewardship, and this Region 6 Stewardship User Guide. Stewardship contracts are to contain restoration work activities to be performed by Contractors that meet local and rural community needs. Only those restoration activities listed in the Stewardship Contracting Proposal form and approved by the Regional Forester can be included in an Integrated Resource Contract (IRC) or agreement. Also, note that "...Deriving revenue from the sale of products designated for removal through stewardship contracting projects is a secondary objective to achieving land management goals" as stated in FSH 2409.16, 67. Contracts are to be performance based-end results where the Contractor describes in their proposal specific methods to be used to meet restoration objectives. The focus of performance based contracts is on the end results, the stand conditions remaining after treatment, and not what is being removed.

Collaboration is one of the key tenets of stewardship. FSH 2409.19, Chapter 60 states that "collaboration shall be a part of stewardship contracting project planning and continue throughout the life of the project." The Handbook provides guidance on the stewardship contracting process and contains information on the policy requirements and suggested strategies for collaborating during the process. Forest Service personnel should strive to use the collaborative process to explore all dimensions of project planning, use of special authorities (for example HFRA, HFI, Wyden), contract or agreement development, implementation, and monitoring. Forest Service personnel should also strive to provide partners with as clear a picture of budget limitations, as information becomes available, and to assist collaborative group members in making realistic and informed recommendations.

The user guide is divided into 6 sections;

- I. Introduction
- II. Policy and direction Applicable to All Stewardship Projects and Contracts.
- III. Policy and Direction Applicable to Integrated Resource Service Contracts.
- IV. Policy and Direction Applicable to Integrated Resource Timber Contracts.
- V. Stewardship Agreements.

VI. Other Applicable Policy and Direction Related to Integrated Resource Contracts.

The policy and direction, and requirements, contained in section II are applicable to sections III, IV, V, and VI. Users are to incorporate the needed methods and requirements into all stewardship contracts.

A. Applicable Laws, Regulations and Guiding Documents

1. Section 323 of Public Law 108-7 (16 U.S.C. 2104 Note)
2. Federal Acquisition Regulations
3. SF-33(T) Contract which includes construction and/or reconstruction of roads, excluding temporary roads
4. SF-1449(T) Contract for procurement of commercial services
5. FSH 2409.19, 60 Stewardship Handbook
6. FSH 2409.18, Sale Preparation Handbook, and Regional Supplement
7. FSH 2409.12, Cruising Handbook
8. FSH 2409.15, Sale Administration Handbook
9. FSH 2409.11, National Forest Log Scaling Handbook
10. FSH 2409.11a, National Forest Cubic Scaling Handbook
11. FSH 6509.17, Timber Sale Accounting Handbook
12. Pacific Northwest Region Timber Product Accountability Action Plan
13. Region 6 Stewardship Contracting User Guide
14. Export and Anti-Trust Regulations
15. Sale Method Criteria List
16. FS-2400-13(T) Contract
17. Region 6 Policy and Direction on Low Value Material (LVM)
18. Code of Federal Regulations (36 CFR 223)

II. Policy and Direction Applicable to All Stewardship Projects and Contracts

A. Coordination with the Regional Office

Each proposed stewardship project, whether a contract or agreement, is to have a Stewardship Contracting Proposal Form completed, signed by the appropriate staff and Forest Supervisor, and submitted to the Regional Forester for approval as a stewardship project. A copy of the completed and signed Stewardship Contracting Proposal Forms is to be sent to the Regional Stewardship Coordinator who facilitates the review process, involves AQM in the review of each proposed project, along with other staffs, as appropriate.

The Stewardship Contracting Proposal Form, which includes Stewardship Roles and Responsibilities, can be downloaded from the Region 6 Forest Products Website.

B. Required NEPA Mitigation Measures in Stewardship Contracts

Mitigation measures required by the NEPA document and/or decision to be completed for the project to move forward can be included in the stewardship contract if they have a restoration objective, and have been approved by the Regional Forester as a stewardship work activity. Bundle the mandatory restorative mitigation measures in the appropriate IRC, or in a standard service contract. The mitigation measures can be mandatory or optional work items.

C. Stewardship Contracts Within the Wildland Urban Interface

Stewardship contracts that will treat acres inside a wildland urban interface (WUI) are required by law to collaborate with local fire departments, interested publics, and city, county, state and tribal governments. Inform the local collaborative used for non-WUI stewardship projects of the proposed WUI stewardship project so they can participate in that project.

D. Work Activities to be Completed by the Forest Service

Work to be completed by the Forest Service is to be limited to those activities where;

1. Experienced local Contractors do not exist.
2. It would be cost prohibitive to bring in an experienced Contractor from outside the local community.
3. The Contractor cannot be bonded due to the risk and/or liability associated with the work activity.
4. The quantity of work is so small that it would be more cost efficient for the Forest Service to complete.

The following activities are to be completed by agency personnel and not included in stewardship contracts; cruising and/or volume determination, and calculation of the number of acres to be treated. However, these activities can be completed using a standard service contract prior to the stewardship contract. The Contractor of the service contract completing this work shall not have a business relationship or financial interests with the Contractor of the awarded stewardship contract, and cannot work for the Contractor on the awarded stewardship contract.

E. Awarding Contracts on a Best Value Determination

The law giving the Forest Service and BLM stewardship authorities requires all contracts and agreements to be awarded on a best value basis. Best value is determined by evaluating the technical and price proposals submitted by contractors. A team made up of subject material specialists evaluates each technical proposal to determine the one that is the most reasonable and feasible in achieving the specified end results. As allowed by the line office, one member of the collaborative for the project can be part of the team evaluating technical proposals. No non-government member of the evaluation team is to view price proposals. The contracting officer will award to the contractor whose proposal is technically acceptable, and whose technical/price relationship is the most advantageous to the Government. The AQM Contracting Officer is to assist the Timber Sale Contracting Officer in determining the best value for Integrated Resource Timber Contracts.

In an area with a limited Contractor pool, proposals submitted for a stewardship project may list the same Contractors. In this situation, evaluation of the criteria not related to listing specific personnel will result in the identification of the best value for the Government. Enhancement projects to be completed by the Contractor and included in their proposals, i.e., presentations at area schools on the benefits of forest management, holding public information meetings on the project, making a biologist available to participate in monitoring, etc., are not to be evaluated in determining best value. Evaluate only on the criteria that are listed in the solicitation or prospectus.

Contractors are required to enter a price for all mandatory and optional stewardship work activities. In evaluating price proposals, evaluator(s) need to be cognizant of realistic prices for products to be removed, and the cost for performing restorative service type work. In an effort to be awarded the contract, Contractors may lower their cost for completing mandatory and optional service restoration work while over pricing the value of the products to be removed. This is a manipulation of the best value process. The knowledge and experience of the price evaluator is critical in preventing this potential manipulation.

F. Salvage Sales and Stewardship

Restoring a fire burned area can be an appropriate use of stewardship authorities. Complete the Stewardship Contracting Proposal Form and submit to the Regional Forester for approval. Forests are to provide additional data and information on the current conditions and restorative objectives and treatments in the Stewardship Contracting Proposal Form if salvage is to take place. To use stewardship authorities on a fire burned area, the Purpose and Need of the NEPA document(s) must contain one or more restoration objective(s), as well as the objective(s) for salvage. Restoration and salvage objectives must also be part of the silvicultural and treatment prescriptions. Refer to FSM 2435.05 for salvage definitions, and FSM 2435.21a - Silvicultural Treatment Basis. However, salvage sale funds cannot be collected from an IRSC to reimburse the salvage sale fund for monies expended to complete on-the-ground layout, contract preparation, or contract administration of the salvage areas included in the IRSC. See FSH 2409.19, 61 for more information.

G. Engineering Packages

During the planning process, a list of restoration activities will be prioritized and weighed against the potential amount of product value to be generated. Some of these activities may be road-related work. Restoration activities that take place on specified roads that are not necessary to remove “Included Products” are to be identified as mandatory or optional as determined in the planning process. Prepare a separate package of drawings, specifications, and schedules of items for each mandatory and optional project in a manner similar to additive items on public works construction contracts. These projects will be listed as service activities in the contract for individual bids.

Contracting the road design cannot be a stewardship work activity. The design work cannot be paid for with stewardship funds. The design falls under an Architecture and Engineering contract type which requires a special contracting procedure.

See sections III and IV for specific direction related to IRSC and IRTC, respectively.

H. Roads and Road Maintenance and Stewardship Restoration Activities

Some of the authorities, policy and direction related to roads include the following;

1. National Forest System Roads: Plan, design, and operate transportation facilities for stewardship contracts in the same manner as for timber sales according to FSM 2432.34, FSM 7712, FSM 7721 and 7732. All direction regarding commensurate share and cost share applies.
2. Temporary Roads: Utilize temporary roads only for short-term, non-recurrent Contractor use. Do not plan or permit Contractors to construct temporary roads in lieu of building specified roads needed for future management of the area. (FSM 2432.34b)
3. Easements: Acquire easements that provide for full multiple-use traffic. A term easement or permit may be acquired after a transportation analysis report is prepared and subjected to the environmental assessment process, and the decision document indicates that the road will be a temporary facility, not needed for future access to National Forest System lands (FSM 5461).

Stewardship projects on roads may include reconstruction or maintenance activities that are restorative in nature such as road decommissioning (obliteration), measures to mitigate road-related sediment, preventive measures for resource protection (e.g., water bars on local roads), culvert replacement to accommodate fish passage, etc. When work takes place on a specified road that is not required for removal of forest products, it should be identified as a separate service type work activity and listed in the contract as mandatory or optional as determined in the planning of the stewardship contract.

Coordinate with engineering to identify access issues, determine the conditions of the potential haul routes (including bridges and structures) and establish framework for the engineering package to be included in the stewardship contract. Identify work necessary to safely accommodate activities generated by the stewardship contract and maintain the transportation facility as in a commercial timber sale. Identify potential stewardship work to meet clean water

act objectives, Northwest Forest Plan, Aquatic Conservation Strategy, etc. and appropriate funding mechanisms (retained receipts, appropriated funds, or a combination of funding sources).

Estimate quantities of work based on anticipated haul due to the stewardship contract. Stewardship contracts are “performance-based” contracts. The use of performance-based road maintenance specifications is encouraged in stewardship contracts. Digital photos may be used to establish visual standards for acceptable performance of road maintenance. This is particularly important if engineers are not administering road maintenance activities over the life of the contract. Digital photos of the road related work activities and haul routes can be included in the contract files as documentation for long-term stewardship contracts (5-10 years or longer).

Contractor performance is preferred over collection of road maintenance deposits for both traffic-generated and non-traffic-generated (NTG) work. For paved haul routes, consider having Contractor perform NTG maintenance in lieu of collections for traffic generated work if there is sufficient NTG work to be done. Remember, only the Regional Forester has the authority to waive the collection of road maintenance deposits.

Ensure that maintenance deposit rates are current and accurate with today’s amount and distribution of commercial and administrative traffic. Collecting deposits for maintenance is appropriate for routes where there is essentially continuous haul by multiple commercial users (R6 Supplement No.: 7709.58-2003-1).

All direction regarding commensurate share is applicable to stewardship contracts (FSM 7732). Road maintenance responsibilities of commercial users in Region 6 are not to be waived. This authority remains with the Regional Forester and has not been delegated (FSM 7731.04).

See sections III and IV for specific direction related to IRSC and IRTC, respectively.

I. Increasing the Quantities of Work to be Completed in Awarded Integrated Resource Service Contracts

Increasing the quantity of work to be completed in awarded contracts is such that the scope or conditions of the original contract are not significantly changed.

A significant change would include the following type of changes, which is not an all-inclusive list;

1. More than a 10% expenditure of retained receipts over the amount approved for use on a specific stewardship contract.
2. More than a 25% increase in the number of units of a specific work activity included in the contract.

Items that do not require a new approval by the Regional Forester are as follows;

1. Less than a 25% increase in the number of units of approved work to be accomplished. The additional work activity shall be of the same type as currently approved, but not necessarily to the same specifications, i.e., 250 acres of precommercial thinning to a 20’ x 20’ is approved, and 50 acres of precommercial thinning in an adjacent unit is to be added with 15’ x 15’ spacing. The increase shall not exceed more than 25% of the original approved amount. Complete the appropriate reporting for the additional work so target attainment can get obtained.

2. Dropping of an approved stewardship work activity, or decrease in the number of units to be accomplished. The amount of the decrease in use of retained receipts cannot be applied to another stewardship project without Regional Forester approval.

Any changes involving time, money, deviations from original quantities orders need to be approved by the Contracting Officer of record and tracked on the stewardship spreadsheets with documentation as to the rationale for the change included in the project file. Other changes not listed here are to be discussed with the Regional Stewardship Coordinator. New work activities or service items cannot be added to awarded stewardship contracts.

J. Information Available to the Public Related to Integrated Resource Service Contracts and Agreements

In using best value to award both the Integrated Resource Service Contract and the Integrated Resource Timber Contract, FAR clauses under Subpart 24.1 - Protection of Individual Privacy, and Subpart 24.2 - Freedom of Information Act apply. Specifically, “A proposal in the possession or control of the Government, submitted in response to a competitive solicitation, shall not be made available to any person...” Other data that cannot be disclosed to the public “...are those relating to classified information, to trade secrets and confidential commercial or financial information...”

The appraisal summary and the report side of the FS-2400-17 can be made available to the public, except that in the block titled “Summary of Bidders”, only the name and total offer value of the contractor awarded the contract is to be shown.

The number of proposals submitted is allowable public information, but not the names of the contractors who submitted proposals. Specific information about any proposal submitted is not public information. Non-confidential portions of the awarded Contractor’s proposal are releasable under FOIA.

The total price paid for the timber, and the cost of the restoration service type work activities, is public information.

Government estimates for doing the required work are not public information.

III. Policy and Direction Applicable to Integrated Resource Service Contracts

Integrated Resource Service Contracts are contracts in which the cost of completing on-the-ground service type restoration work activities is greater than the value of the products being removed. The value associated with products to be removed can be expended on any included restoration type service work activity. Appropriated funds added to complete other service type restoration work activities included in the contract are to follow primary purpose requirements.

Integrated Resource Service Contracts utilize the SF-33 and SF-1449 contracts, both tree measurements and scale contract versions. The SF-33 is to be used when construction or reconstruction of roads is included in the contract. The SF-1449 is to be used when there is no road construction or reconstruction. Construction, use, and closure after use of temporary roads can be included in any contract type and is to be in the appraisal as in an IRTC.

A. Landscape Level Stewardship Project Areas

Large landscape level stewardship projects can encompass one or more watersheds, an entire ranger district, forest, or multiple forests. These proposed long term, large landscape; stewardship projects should use an IRSC-IDIQ contract, or stewardship agreement. Complete a Stewardship Contracting Proposal Form as with any other proposed stewardship project. List all restoration projects to be completed during the life of the contract or agreement in section A.4 Proposed Activities of the form. Forests are required to send an email to the Regional Stewardship Coordinator listing specific restoration work activities to be completed under each new task order or Supplemental Project Agreement SPA. The Regional Stewardship Coordinator will contact the forest if proposed specific restoration work activities do not fall under the list of approved restoration projects, or if additional information is needed to evaluate the project's consistency with the stewardship law (16 U.S.C. 2104 Note).

B. Forest Wide Stewardship Contracting

The typical approach to stewardship contracting is to have several treatments in the area of a high priority treatment. An alternate method creates a list of restoration projects across a national forest developed by one or many collaborative groups and prioritized for completion. The work included in a single forest wide contract may be from one ranger district, or several ranger districts. Trading goods for services and use of retained receipts are focused on several high priority projects wherever they are on the forest instead of just one or two. However, in contemplating this approach to stewardship contracting, additional complexity is added. Administration of a forest wide stewardship contract is significantly more difficult. Pitfalls include inspectors that will likely be from different districts, travel times will increase to assure administration of the contract, actual on-the-ground time will decrease because of the increased travel times, and a general breakdown in coordination and communication can occur. The alternate method is available for use but forests should be aware that additional problems are likely to occur.

C. Naming of Integrated Resource Service Contracts and Task Orders

The name of the Integrated Resource Service Contract is to include the name of approved source stewardship project. For example, contracts from the approved Meadow Creek Stewardship Project would be called Meadow Creek Stewardship Contract, or Meadow Creek Fuels Stewardship Contract if fuels were the primary work activity. Contract names can also be shortened for entry into space limited computer applications, for example, Meadow Creek Stewardship Contract can be changed to Meadow Cr STWD Contract. “Stewardship” is to be part of the contract name whether the contract is an IRSC or standard service contract using retained receipts to complete approved restoration treatments. The purpose is to link the contract back to the approved stewardship project to respond to information requests and to meet reporting requirements.

Task orders associated with Indefinite Delivery Indefinite Quantity (IDIQ) Integrated Resource Service Contracts are also to include the term “Stewardship”, or an abbreviated version, in the task order name. The naming of the task order is also to include the name of approved source stewardship project. For example, a task order from the approved Elk Mountain Stewardship Contract can be named Elk Mountain Stew Task Order-1, Elk Mtn Stew TO-1, etc.

D. Product Accountability Requirements

There are regional and forest product accountability action plans that describe methods, procedures, and requirements related to forest products. The product accountability requirements are applicable to all IRSCs and task orders with forest products to be removed.

The action plans include such things as requirements pertaining to marking treatment area boundaries, accountability of tracer paint, painting and branding of log ends with state registered brands and highway yellow paint, mandatory use of product removal permits, after hours and weekend truck checks, use of a third party for scaling, coordination with law enforcement involving possible theft of trees, or loads of logs, and others, are to be implemented and monitored on all IRSCs and task orders which include the removal of forest products. It is the responsibility of AQM CO and COR to implement and monitor for compliance product accountability on every contract and task order to assure compliance with the R6 Timber Product Accountability Action Plan requirements. AQM COs and CORs are to coordinate with Timber Sale COs to assure proper implementation and monitoring of all accountability requirements.

E. IRSCs and the Timber Information Manager (TIM)

Integrated Resource Service Contracts are to be entered into TIM for forests to receive target accomplishment for volume awarded in stewardship contracts and task orders. A person from Timber is to enter the IRSC into TIM prior to solicitation of the contract. In Gate 3, enter the stewardship contract name, check the Stewardship Sale box and load the cruise, or enter the unit(s), species, and volume information as in a regular timber sale. In Gate 4, on the Contract Initialization form, indicate Stewardship as “Yes” and the appropriate answer (Yes) for Procurement. See the TIM screen captures in Appendix 5. In the Display/Enter Appraisal Results (ADVR109) Tim Screen, load the appraisal file from TEA, or manually enter the appraisal information. Input the total cost for service type restoration work activities in the Total Government Estimate field for IRSC contracts and task orders. Select only the mandatory provisions. Do not print the contract as it will not be used to implement the project. As required

in TIM, the responsible line officer is to sign as the approving line officer on Gates 1-4 certifications. The Acquisition Contracting Officer (CO) is to sign Gate 5 TIM certification.

F. Stewardship Contracting and the World Wide Web (www)

Stewardship contracts are to be placed on the World Wide Web for review and use by contractors, purchasers, and interested publics. IRSCs and task orders are to be listed on the forests' timber www site with a link to the projects where listed on the Federal Business Opportunities (FedBizOps) webpage. Assure that all sections that make up the contract, body of the contract, Appendices A-D, maps, project specifications, T-specs, approved road plans, Contract Area Map, etc., are part of the solicitation on FedBizOps and available for viewing and downloading. Include the following disclaimer on the forests' timber www site;

“Information on this site will be carefully reviewed and monitored to maintain accuracy. However, in the event that discrepancies occur between the official hardcopy contract documents on file at the Forest Office, and those displayed on this website, information contained in the official hardcopy on file at the Forest Office takes precedence.”

G. Creation and Use of Retained Receipts

Reference is made to FSH 2409.16, 67 which states that “...Deriving revenue from the sale of products designated for removal through stewardship contracting projects is a secondary objective to achieving land management goals.” Retained receipts cannot be used for funding Forest Service personnel in the preparation or administration of the contracts, overhead, and similar assessments. This also includes payment to Enterprise Teams for completion of work related to stewardship projects. See FSH 2409.19, 67 for uses of retained receipts, and for other requirements related to retained receipts.

H. Funding Integrated Resource Service Contracts

Appropriated funds added to an IRSC have to be used to pay for the restorative work associated with the fund code of the funds, i.e., fuels dollars to pay for fuels treatments, fish funds to pay for the installation of an open bottom culvert to facilitate fish passage, etc. Primary purpose is required in the use of the added funds. Product value in an IRSC can be used to pay for any service type restoration activity contained within the approved stewardship proposal form.

Identifying the work activities, and the appropriated funds to be used to pay for the work, is done at the time of award. COs shall clearly state in the solicitation which items are anticipated to be paid for with appropriated dollars or by product value. On the face of an awarded stewardship contract or task order, the CO should identify which line items are being paid with Federal funds and which line items will be paid with product value. The total amount obligated should only be for those items where Federal funds are used for payment. In the following example, the total contract obligation would be \$120,000;

Line Item 1, Thinning - \$100,000 - NFVW
Line Item 2, Slash Treatment - \$20,000 - WFHF
Line Item 3, Road Obliteration - \$25,000 - Product Value

Transferred-in retained receipts, and product value, can be used for any work activity. The local line officer shall make the determination on what will be paid for with retained receipts, and product value.

In the above example, if the approved Contractor's operating plan is to complete the road obliteration prior to removing any product, the Contractor will have to have sufficient financial resources to pay employees and subcontractors for completing the work. The other funds listed could not be used to pay the Contractor as this would violate primary purpose. Receipts from another approved stewardship contract could not be transferred to this contract to pay for the work (\$25,000) as this would result in retained receipts of \$25,000, which are prohibited on an IRSC.

In Multi-year and Multiple Year contracts, this table is to be updated each year the contract is extended beyond the first year.

K-V Other type projects, and its respective funding, can be included in a stewardship contract if the work activity has a restoration objective, has been approved by the Regional Forester as a stewardship project, meets the goals and objectives of the Forest plan, and has completed NEPA.

The work activity and funding would be included in the table in Section B listing the work activity. K-V funds can be used to administer K-V Other type project(s). All laws, regulations, and National and Regional Handbooks and Manuals policy and direction are to be followed related to the use of K-V funds.

I. 10-Year Contracts - IRSC

The premise behind developing and implementing a 10-year contract is to capitalize on an economic opportunity beneficial to a particular, or several business entities, while meeting Forest resource management goals and objectives. The business can be an existing enterprise, or a new business established in response to expanding current or future market(s) as to utilize products removed from National Forest lands. Requirements for a 10-year contract are as follows;

1. Proposed 10-year contracts are to be discussed with the Regional Stewardship Coordinator beginning in the early stages of project development.
2. Sale prep and acquisition management are to work together and in close communication to complete the contract package, solicit, and award the contract.
3. A certified sale administer is to be part of the contract administration team when forest products are to cut and removed.
4. Contract is performance based-end results oriented.
5. All restoration projects, including product removal, will have NEPA completed prior to soliciting the contract or task order for the work to be completed.
6. All commercial products in an IRSC will be awarded on a flat rate basis without escalation.
7. See section III, X. Minimum Rates and Base Rates, for minimum rates and base rates on an IRSC. A higher Fixed Rate for Green Biomass Convertible or nonsawtimber may be used with documentation placed in the project file of market conditions supporting the higher rate.

J. 10-Year Contracts - IDIQ - with Task Orders

Requirements for a 10-year IDIQ contract are as follows;

1. A stewardship contracting proposal form is to be approved by the Regional Forester for all work activities included in a task order, or several task orders.
2. The timber removal and service activities will be offered via task order. The Contractor is required to submit a proposal on each task order that includes price as well as additional needed non-price (technical) information.
3. Individual task orders should have a performance period of 2 years or less.
4. A task order requiring product removal is to have an Appendix B as in a standalone IRSC.
5. An appraisal is to be completed on the products included in each task order. The price the contractor bids on the products will be effective through the life of the task order without rate redeterminations or escalation.
6. Each task order stands on its own related to products removed, service work to be completed, needed bonding, scale or tree measurement, etc.
7. Each new task order for additional areas with services not identified as option items under an existing contract will be a separate contract in TIM having its own contract number assigned by TIM. The CO is responsible for assuring financial and product accountability requirements are met. The Timber Sale Contracting Officer is to assist the CO as needed to assure accountability requirements are met.
8. Offers for forest products may result in product value in an amount greater than the cost of the service type restoration work activities. Retained receipts are to be expended on succeeding task orders in the 10-year contract. Any remaining receipts at the end of the contract period are to be used on another approved Integrated Resource Service Contract, or returned to the Treasury.

K. Project, Contract Area, and On-the-Ground Treatment Area Boundaries

The project boundary includes all of the sections, townships, and ranges in which work will take place. The project area boundary should follow ecologically appropriate features and should be large enough to permit comprehensive restoration. The Contract Area Boundary is a boundary that includes treatment areas subject to the requirements in the stewardship contract. Boundaries should coincide with recognizable features, such as roads, trails, ridges, and streams, stand boundaries, streamcourses, etc. However, do not expand contract area boundaries beyond the immediate vicinity of the treatment units (usually one-quarter mile) for the sole purpose of collecting K-V funds in the area (see FSH 2409.19, 61). It is not required to post the contract area boundary on the ground.

Boundaries of treatment areas where commercial timber is to be removed are to be marked in the same manner as in a regular timber sale. The use of orange tracer paint and tags listing the contract name and unit number is required in identifying the “official” unit boundary location. The orange tracer paint and tags are used in combination on each tree identifying the extent and direction of the boundary. Flagging and flashers are only aids in identifying the boundary location and do not constitute the “official” boundary. Follow National, Regional, and Forest requirements in the Regional Timber Product Accountability Action Plan related to painting and posting boundaries. Treatment area boundaries of service type work activities such as pre-commercial thinning, pruning, 100% biomass contracts, obliterating roads, etc., are to be marked as in a standard service contract.

Marking of boundaries and leave trees in visually sensitive stewardship treatment areas, i.e., along scenic roads, can be alternatively marked to minimize visual impacts. Contact the Regional Office for direction related to alternate marking requirements.

L. Painting of Trees by the Contractor

Painting requirements in National Special Provision K(T)-C(T).3.5.5# Designation by Prescription (DxP) have been waived by the Regional Forester (see Appendix 7). However, Forests may require Contractor painting when using DxP to assure desired end results. If painting is required, the Forest Service will approve the painting meets the desired end results prior to the start of operations. The region will only permit orange paint supplied by the Contractor in marking leave trees in DxP units. If the Contractor will be required to paint leave trees, the cost of doing the work is to include the cost of paint supplied by the Contractor, and is to be a **separate mandatory service work activity in the contract**. Do not include the cost of Contractor painting of trees in the appraisal. Increased contract administration is to be assigned commensurate with Contractor's work progress to assure only designated trees are being cut and removed, and operations continue to meet prescription objectives. Administration personnel are to work with the Contractor for several days at the start of operations to assure desired end results are understood and will be met.

Regional Special Provision K-C.3.5.7# can also be used by Forests in Designation by Prescription. Use this provision when the National provision will not produce the desired results. Forests can determine the need for the Contractor to paint leave trees in the use of this provision.

Painting of trees by the contractor is not to be required in Designation by Description (DxD) units.

Special Provision K(T)-C(T).3.5.1# Designation by Spacing is not to be used without approval by the regional office.

M. Danger Trees

Mitigation of the hazard posed by danger trees along National Forest roads is a Forest Service responsibility that is included in annual road maintenance plans approved by the responsible line officer. Coordinate with engineering in project scoping phase to identify and prioritize danger tree assessments in the project area. Roads are to be cleared of danger tree hazards prior to personnel entering the area for recon, data collection, and project layout for stewardship related treatments.

Contractors are responsible for mitigating danger trees along the haul route that develop during the life of the contract. In Appendix C of the contract, include T-854 Treatment and Disposal of Danger trees to facilitate removal of the trees by the contractor. Refer to R6 Supplement FSM 7733 regarding danger tree identification and management along National Forest System Roads.

Removing danger trees, dead trees, or insect infested or diseased trees along non-haul roads, inside a campground, or salvage sales to recover value from deteriorating trees, or for safety reasons, are not restoration activities and will not be approved as stewardship projects. This is not a change in policy or direction.

N. Brush Disposal/Fuel Treatments

Brush disposal/fuel treatments are service work items. This is applicable to both activity generated slash, and existing slash. Piling of landings is part of the stump-to-truck cost. A deposit for Brush Disposal is not to be collected on an IRSC per the stewardship handbook.

On stewardship projects, Forest Service personnel involved in burning operations can be paid with stewardship receipts to complete on-the-ground fuel treatments. Forest Service personnel involved in preparing burn plans cannot be paid for with retained receipts. Also, assessments for overhead, facilities, replacement tools, smoke management, etc., cannot be paid for with retained receipts.

Contracts are not to include the option for the Contractor to turn back work to the Forest Service. Contractors, in their proposals, are to enter the cost to complete the work, or state they cannot do a particular requirement(s) or item(s). This is then considered by the team evaluating proposals.

O. Engineering Packages

During the planning process, a list of restoration activities will be prioritized and weighed against the potential amount of product value to be generated. Some of these activities may be road-related work. Restoration activities that take place on specified roads that are not necessary to remove “Included Products” are to be identified as mandatory or optional as determined in the planning process. Prepare a separate package of drawings, specifications, and schedules of items for each mandatory and optional project in a manner similar to additive items on public works construction contracts. These projects will be listed as service activities in the contract for individual offers. Appropriated funding for roads (CMRD) may be added to an IRSC to supplement the contract cost to accomplish road work. Road maintenance is not part of the appraisal, but is a restoration service type work activity included in Appendix C. However, road maintenance deposits, including surface rock replacement, can be assessed under an IRSC. The deposits would be included in the appraisal as shown in section III, W.

Contracting the road design cannot be a stewardship work activity. The design work cannot be paid for with stewardship receipts or product value. The design falls under an Architecture and Engineering contract type which requires a special contracting procedure.

P. Performance Based-End Results Contract Specifications

End results specifications are derived from the Purpose and Need in the NEPA document, and in silvicultural prescriptions. The questions to be included in the R6 technical proposal are to be written in such a way that the contractor’s response will describe equipment and operational methods and procedures that will be used and employed to achieve the desired end results. In a timber sale contract, the requirements and how-to’s for product removal are contained in Special Provisions C(T)6.41# and C(T)6.42#. They state in prescriptive terms exactly the equipment to be used, and how it is to be used, to complete the work. For stewardship contracts, the how-to

prescription is to be reworded and be part of the technical proposal for the contractor to prepare responses to. See the following examples;

<p>Timber Sale C(T)6.41# and C(T)6.42# Prescriptive Terms In Timber Sale Contracts</p>	<p>Reworded to End Results Specifications IRSC - Appendix B K(T)-G(T).4.1# and K(T)-G(T).4.2#</p>
<p>When rigging is attached to residual trees, tree plates or similar protective devices capable of preventing contact of cables with at least 50% of the circumference of trees shall be used.</p>	<p>If you choose to skyline log, explain how the residual trees holding the rigging will be protected from damage.</p>
<p>Mechanical felling equipment will be limited to feller-buncher with an unloaded PSI (pounds per square inch) rating no greater than 7.5 and boom with reach of at least 20 feet.</p>	<p>If included in your proposal, explain how your equipment will be used to minimize additional soil compaction, and what mitigation measures will be completed to reduce soil compaction to less than 20% of the treatment unit acres.</p>
<p>Where topography permits, skyline corridors shall be spaced not less than 200 feet slope distance apart (measured at the exterior unit boundary) when parallel corridors are used, and not less than 250 feet slope distance apart (measured at the exterior unit boundary) when radial corridors are used.</p>	<p>If skyline logging, explain your equipment capabilities relative to its ability to yard fan shaped and parallel settings while maintaining one-end suspension. Also, explain your equipment capabilities to yard multi-span settings, and to lateral yard.</p>

Enter into K(T)-G(T).4.1# and K(T)-G(T).4.2# those felling and/or yarding methods mandated from the NEPA document, and those operational requirements where alternative methods for complying are unlikely, or not available. See the following examples;

1. Except for lateral yarding, logs shall be yarded with the leading end free of the ground.
2. Full suspension of logs is required within 50 feet either side of streamcourses, riparian areas, and other areas designated on the Contract Area Map.
3. Directional felling is required in all harvest units.
4. If included in your proposal, mechanical felling equipment will be limited to those with an unloaded rating of 7.5 PSI (pounds per square inch).
5. If skyline yarding will be used, corridors will be no more than 12 feet wide, and no closer than 120 feet apart at the far end, approved in advance of felling operations, and have one end of the log suspended during inhaul.
6. Whole tree yarding is required in all harvest units.

There are still other requirements included in K(T)-G(T).4.1# and K(T)-G(T).4.2# that are already prohibited or regulated in the contract, or are just not needed, and are not to be duplicated in Appendix B in the IRSC.

See the following samples;

K(T)-G(T).4.1# or K(T)-G(T).4.2# Provision Requirements	Resolution
Log Forwarders shall be restricted to approved log forwarder roads.	Already required in G(T).4.2.2.
Tractors shall be restricted to approved skidtrails and tractor roads.	Already required in G(T).4.2.2.
Log Forwarder roads shall not be more than 15 feet in width nor spaced no less than 50 feet slope distance apart, except where converging, and as safety permits.	Not needed in contract. Contractor will describe in their technical proposal the type of equipment to be used in logging operations.
Log forwarders shall be all wheel drive, capable of self-loading and unloading, and have rear tires or track type tractive devices greater than 27 inches in overall width. Log forwarders with GVW's greater than 15,000 pounds shall have a minimum of three (3) load bearing axles.	Not needed in contract. Contractor will describe in their technical proposal the type of equipment to be used in logging operations.
Skyline yarders shall have at least a 50-foot tower and be capable of transporting logs at least 1200 feet horizontally.	Not needed in contract. Contractor will describe in their technical proposal the type of equipment to be used in logging operations.

3. In responding to the questions in the Technical Proposal, have the following statement and table of end results as part of the Technical Proposal template;

“In preparing your Technical Proposal, the contractor shall keep in mind the following end results, specifications and objectives that shall 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, specifications and objectives shall be achieved.”

LIST OF END RESULTS, SPECIFICATIONS AND OBJECTIVES TO BE MET WITH THE HOW-TO'S DESCRIBED BY THE CONTRACTOR'S IN YOUR TECHNICAL PROPOSAL	UNIT(S)
Soil compaction shall be less than 20% of the harvest areas.	All
The number of acres of compacted or displaced soils following operations are the same or less than prior to operations.	All
Surface erosion and sediment delivery coming from new and/or existing landings, skidtrails, and temporary roads are mitigated and confined to inside the unit boundaries.	All
Stands of thinned trees that meet the Residual Basal Area listed in Table 1 in provision K-C.3.5.5#.	All
Areas of noxious weeds identified on the ground have not been disturbed by Contractor's personnel, vehicles, or equipment.	All

Leave trees have little or no damage from Contractor's operations and will continue to contribute to a functioning ecosystem.	All
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The list of end results and units are to be specific to the contract being offered.

Q. Overall Policy and Direction – IRSC

Close coordination and communication between AQM and Timber is needed to have a successful stewardship project. Contracting Officers for AQM and Timber are responsible for creating and maintaining open and frequent interaction in the design, solicitation, and implementation of stewardship projects.

1. AQM Related Policy and Direction

- a. The warrant requirement for an IRSC is determined by adding the value of the service work activities and the value of the product removed; Value of Services + Value of Products = Total Value of Contract.
- b. The Director of Acquisition Management in the Washington Office has issued a waiver dated November 17, 2009 to allow Integrated Resource Service Contracts over \$100,000 be solicited with full and open competition without obtaining a Departmental waiver. The waiver is only needed and applicable to Integrated Resource Service Contracts. See the letter in Appendix 6 for more information. In determining quantity of included products and length of stewardship contract, include the quantity of products that can be removed in approximately 3-5 operating seasons. Forests can have contracts longer than 5 years in length and require the products to be removed in less than 3 years. Prepare contracts with this requirement where it is advantageous to the Government or beneficial to the resources. This direction is not applicable when considering a 10-year contract.
- c. When contemplating a longer term contract, Forests should consider the appropriate balance between creating consistent program of work for a single or small number of Contractors and the desire to maintain longer-term work opportunities for multiple Contractors.
- d. Inclusion into IRSCs of noxious weed treatments, fuels treatments with fire, or other restoration activities requiring state or federal certifications or licenses, or of high risk, is to be based upon market research of available and capable Contractors. In some cases, market research of available and capable Contractors for treatment of noxious weeds and other service activities shows negative results. However, as more stewardship contracts include these treatments, encourage Purchasers and Contractors to build relationships with qualified subcontractors.
- e. Integrated Resource Service Contracts are to be entered into the Advanced Acquisition Plan (AAP). IRSC solicitations are to be published on the Federal Business Opportunities (FedBizOpps) webpage (www.fbo.gov). It is the responsibility of the AQM Contracting Officer to accomplish the posting of the solicitation on FedBizOpps. The AQM CO is also responsible for coordinating with the forest webmaster to have a direct link from the Forest homepage to the actual solicitation on FedBizOpps. Follow the FAR's related to making changes during the solicitation period.
- f. IRSCs are to be solicited for a not less than 45 days on FEDBIZOPS, including a pre-solicitation period of at least 15 days, unless otherwise approved by the Regional Office. Solicitation periods should be longer on large and/or complex projects.

2. Timber Related Policy and Direction
 - a. Use of the Sale Method Criteria List is required to determine the appropriate method to use. Justification signed by the line officer is required for the use of a sale method other than tree measurement. The justification is to be part of the “official” contract folder.
 - b. Only approved contract formats and provisions are approved for use in Region 6.
 - c. No oral auctions; quotes or offers only.
 - d. Contractors are to enter a cost for all mandatory and optional restoration work items.
 - e. Follow FSH 2409.18, 62, and applicable FAR’s, in assessing the responsiveness of each proposal.
 - f. If an optional item is assigned by the CO to complete, the Contractor is required to complete the work to included specifications and at their listed price in the price proposal or offer form. Agreement with the Contractor is not needed by the CO for an optional item to be ordered and completed.
 - g. Only one unit of measure will be used in Appendix B products to be removed.
 - h. Cruising -
 1. Follow Region 6 procedures and standards for cruising, as in a regular timber sale, in determining the volume of products to be removed in stewardship contracts and agreements. This is required both in IRSCs and IRSC-IDIQ contracts.
 2. Cruising Designation by Description (DxD) and Designation by Prescription (DxP) treatment areas requires implementation of the prescription to determine the volume estimate. Cruise is to meet Regional standards.
 3. Cruise green biomass convertible or nonsawtimber per Region 6 Policy and Direction Related to Low Value Material and include in the appraisal and contract if it is required to be removed.
 - i. Contractors shall not have the option of choosing between a tree measurement and scale contract.
 - j. Scaling - All scaling options are available in stewardship contracts. Inclusion, use and interpretation are the same as in the FS-2400-13 Integrated Resource Timber Contract.
 - k. The Regional Stewardship Coordinator is to review each stewardship contract, task order, or agreement prepared prior to advertisement, solicitation, or signature by the Forest Supervisor. Allow up to 5 days for the review to be completed with comments and needed corrections forwarded to the forest for incorporation into the final contract package.
 - l. Designation by Description can be used in all stewardship contracts. Designation by Prescription can only be used in scale stewardship contracts. Forests are to analyze stands to determine the optimum designation method to meet stand objectives, including DxD and DxP.
 - m. The awarded Integrated Resource Service Contract can include optional service type restoration work activities and optional timber cutting units. Optional Units in an IRSC are to have the same template as in the Offer form of the sample contract for the Integrated Resource Timber Contract.

R. Specific Requirements Applicable to Integrated Resource Service Contracts

1. For an IRSC, establish an “official” contract folder for each stewardship contract as in a regular service contract. The folder is to be located at the same office as the CO.
2. Include a unit volume summary and logging systems summary in Appendix B.

3. Complete and include in Appendix B the Table of Restricted Operating Periods, Special Provisions K(T)-G(T).2.4#, K(T)-G(T).3.1.5#, K(T)-G(T).4.1#, and K(T)-G(T).4.2# with all requirements and restrictions. The contents and format are to be the same as those in the prospectus of the IRTC.
4. A “Normal Operating Season” has no contractual basis in an IRSC, is inapplicable in an IRSC, and is not to be described or used in an IRSC.
5. Financial and product accountability requirements are to be assured in each issued task order. Each month, the COR is to complete nationally approved spreadsheets for tracking volume removed, and work completed and accepted, and to provide the spreadsheets to the person responsible for TSA not later than the fifth day of the new month, or as agreed to with the TSA person.
6. Product removal with IRSCs longer than 5 years are to be awarded as IDIQ contracts with task orders that are not longer than 2 years. An appraisal will be completed on each task order to establish the rates of the products to be removed under each task order. This will eliminate the need for updating products rates due to market changes.
7. If road maintenance deposits are required, enter the following statement under the table in Section B Schedule of Items which lists the timber products to be removed;

“In addition to the price to be paid by the contractor for timber products to be removed, the contractor shall pay deposits for road maintenance in the amount of \$ $\frac{1}{\text{enter CCF or TON for the unit of measure}}$.”

8. Include the following statement under the table in Section B Schedule of Items to collect a co-op deposit for grass seed;

“Seed will be provided to the Contractor to use for erosion control and prevention of invasive species. A co-op deposit of \$ $\frac{1}{\text{enter CCF or TON for the unit of measure}}$ will be collected from the Contractor.

9. The following PAYMENT clause is to be used in all IRSCs...

“10. PAYMENT

It is anticipated that funds will be exchanged in the performance of this contract because the value of the timber will not completely offset the value of the work to be performed. Payment shall only be made under this clause to the extent that the work performed will not be offset by the timber value during the contract period. When payment is made to the contractor for work performed, it will be made in accordance with FAR 52.232-1 – Payments, (Section I).”

The value of work completed and timber removed will be documented in an Integrated Resource Statement of Account produced by Timber Sale Accounting (TSA) monthly when operations are underway.

S. Operational Volume – Tree Measurement IRSCs

On tree measurement contracts, estimate the volume from operational trees in skid trails, corridor roads, landings, and temporary roads and include in the volume being offered. This is to be a total volume and not broken out by unit, logging system, etc. The estimate is not to exceed ten percent (10%) of the original offer volume. Add a row labeled “Operational Volume 1” to the unit/volume summary table and enter this volume. Also add footnote to the unit/volume summary table describing this volume. This is the total volume to be offered in the solicitation.

The total of the original offer volume and the “Operational Volume” is to be entered in TIM for the contract or task order. Forests will receive attainment credit for the total volume when awarded. The COR is to track this volume and report to the CO before the Operational Volume is exceeded. “Operational Volume” is not applicable to scale contracts and agreements.

T. Timber Subject to Agreement

Timber Subject to Agreement is applicable to both scale and tree measurement contracts. Describe/organize by units, species, logging systems, product, top dib, etc. that provides an incentive for the contractor to agree to include and remove the material. See the examples below. Timber Subject to Agreement is to be included in Section B in the main body of the IRSC. See the following Section B example.

B.2 TIMBER REMOVAL PRICE SCHEDULE: (from IRSC contract)

Values of timber products removed to be applied at Flat Rates			MINIMUM ACCEPTABLE BID	BID (FLAT)
SPECIES	PRODUCT	UNIT OF MEASURE		
Ponderosa Pine	Sawtimber	TON	\$2.26	\$
Douglas-fir and Other Coniferous Species	Sawtimber	TON	\$2.26	\$

Timber Subject to Agreement per Appendix B

All	Green Biomass Convertible	TON	N/A	N/A
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Price, volume, and specifications will be finalized as part of the agreement.

The following example is for inclusion in Appendix B as the fill-in the Special Provision K(T)-C(T).1.1#, but can also be listed in Section B in this format for Species and Format in the Timber Subject to Agreement table.

Species	Product
Ground based units - 31, 34, 35, 37, and 39. Douglas-fir & Other Coniferous Species, Ponderosa Pine, Lodgepole Pine	Sawtimber
Skyline Yarding Units- 46, 47, 52, 54. Douglas-fir & Other Coniferous Species, Ponderosa Pine, Lodgepole Pine	Sawtimber
All	Biomass
All Landing piles along FS Road 56.	Biomass

Price and utilization specifications for the Timber Subject to Agreement will be included as part of the agreement.

Timber added to the IRSC via Timber Subject to Agreement could have the same species and product in the contract at different rates which is in conflict with TIM and TSA requirements. To avoid this conflict, use the following conversion table for entering the correct code in TIM and TSA for adding Timber Subject to Agreement at different rates.

Species Conversion Table for use in TIM and TSA

Required Removal			Timber Subject to Agreement	
TEA Code	TIM/TSA Code	Species	TEA Code	TIM/TSA Code
2	ZZC	Green Biomass Convertible or Nonsaw	4	ZZZ
4	ZZZ	Hardwoods Tanoak	2	ZZC
15	WF	White Fir	98	SS
17	GF	Grand Fir	108	LP
19	AF	Alpine Fir	117	SP
21	SF	Shasta Red Fir	119	WP
22	NF	Noble Fir	122	PP
11	PS	Pacific Silver Fir	204	DF
41	PC	Port Orford Cedar	205	DF
42	YC	Alaska Yellow Cedar	211	RW
70	WL	Larch	242	RC
81	IC	Incense Cedar	263	H
93	ES	Engelmann Spruce	264	MH
98	SS	Sitka Spruce	15	WF
108	LP	Lodgepole Pine	17	GF
117	SP	Sugar Pine	19	AF
119	WP	Western White Pine	21	SF
122	PP	Ponderosa Pine	22	NF
204	DF	Douglas Fir East	11	PS
205	DF	Douglas Fir West	41	PC
211	RW	Redwood	42	YC
242	RC	Western Red Cedar	70	WL
263	H	Western Hemlock	81	IC
264	MH	Mountain Hemlock	93	ES
350	RA	Red Alder	122	PP

Minimize the concerns related to product accountability on having the same product at 2 different prices in the contract. Hauling can occur at the same time if units with different prices for the same species and products will be on separate haul routes and are being delivered to different locations. Or, the same products can be hauled at different times. Additional product accountability and monitoring by contract administrators, including route of haul will be needed to assure financial and product accountability requirements are met. The increased risk is only associated with contracts in which included products will be scaled to determine volume hauled for payment purposes.

Deposits for road maintenance apply to the volume added to the contract. There are no deposits for Brush Disposal for Timber Subject to Agreement pursuant to the stewardship handbook.

U. Contract and Package Preparation Applicable to IRSCs

1. Appendix B of the IRSC, including inserted pages with tables, description, added specifications and attachments, are to be in the same font size and style as the main IRSC contract. Other font sizes may be used for tables to maintain table format or appearance.
2. Follow Region 6 procedures and standards related to the standard service contract in preparing the IRSC. Appendix items are to be titled and listed in the following order;

Body of Contract - SF33 (Construction) or SF1449 (Commercial Services)
Template

Appendix A - Specifications for Service Type Restoration Work Activities
(Include Government Quality Assurance Plan here)

Appendix B - Timber Removal Specifications

- o A(T) Section
- o Index Of Terms
- o Standard Provisions B(T) through J(T)
- o Special Provisions K(T)s

Appendix C - Road Maintenance Specifications (T - Specifications)

Appendix D - Specifications for Road Construction/Reconstruction

Attachment - Traffic Control Plan per G(T).3.3 Safety

Attachment - Contract Area Map

3. Use and interpretation of clauses in stewardship contracts are the same as their counterparts in the SF-33 or SF-1449 standard service contract.
4. Timber or Sale Prep personnel are responsible for completing Appendix B per this user guide.
5. In Appendix B, contract clauses or tables are not to be changed or edited in any manner by the user.
6. Deposits for K-V, BD, DRES, DAR, and SSF are not to be collected.
7. Retained receipts cannot be collected under an IRSC.
8. Road maintenance deposits, including deposits for surface rock replacement, may be collected with an IRSC, in reasonable amounts, and commensurate with the Contractors use of roads.
9. As part of completing the road maintenance package in Appendix C, use the tables included in Special Provision K(T)-F(T).3.1# Road Maintenance Requirements. Use "P" in the tables to signify contractor "P"erformance. In the T-specs, change 'Purchasers' to 'Contractor', and 'sale' or 'timber sale' to 'contract'. Also, change C and CT provisions to their stewardship counterparts.
10. IRSCs are flat rate contracts. Do not escalate sawtimber products in these contracts.
11. Timber removal specifications are contained in Appendix B. Include only those provisions from the IRTC needed to remove included products. Use the approved Appendix B from the WO AQM intranet and add any applicable Regional requirements. Do not include IRTC provisions that have a counterpart in the body of the IRSC as to avoid duplication or possibly ambiguity. For IRSC contracts in which products will be scaled for payment purposes, use the approved R6 version of Appendix B for scaled contracts. National and regional interpretations of clauses added to IRSC are the same as in the FS-2400-13 and -13T contracts.

12. In an IRSC, the Contractor may enter a rate for the products to be removed that results in the total product value exceeding the cost of the mandatory work to be completed. If the proposal is determined to be the best value for the Government when considering price and non-price criteria, the contract will remain an IRSC. Add quantities of work to restoration work activities already in the contract in amounts that offset the increased value of the Included Products.
13. Bid Guarantee, Downpayment, and Initial and mid-point payments are not applicable in an IRSC.
14. Assign at least one Sale Administrator or Harvest Inspector to the IRSC. The person(s) shall be designated as an AQM Contracting Officer Representative (COR) or inspector, as qualified, to provide cross-training opportunities.
15. Helicopter operations on an IRSC are required to be compliant with FSM 5711.21 related to Flight Services and End-Product Contracts. This includes in-transit periods of time, during yarding of included forest products, and other work requiring the use of helicopters.

V. Requirements for a Pre-Solicitation Meeting and Workshop

Each stewardship project is to have a meeting with prospective contractors and purchasers during the first week of the Day solicitation period for IRSCs. The purpose of the meeting is to discuss the objectives of the project, the different work activities, and the desired end results, and to view the contract area and treatment units on the ground. It is an opportunity for contractors to meet and develop contacts for work to be completed. The comments and feedback received from attendees allows the forest to make corrections and update the advertisement or solicitation as needed to clarify any data or information, and to make other changes resulting from the meeting.

A workshop on the completion of the technical proposal is also to be a part of the meeting. This allows contractors and purchasers not familiar with best value to ask questions and receive instructions on completing a technical and price proposal. **THE WORKSHOP IS TO TAKE PLACE IN CONJUNCTION WITH THE PRE-SOLICITATION MEETING.**

W. Appraising Products in an IRSC

The law authorizing the use of stewardship authorities in natural resource management requires the value of products to be removed shall be determined using approved methods of appraisal. The law did not waive the requirement that products are to be offered at rates that approximate fair market value. Use the most current teacost.dat file and PQA spreadsheet in calculating advertised rates. Appraise for the most likely yarding system(s), appraisal point, haul route, contractual work, etc., to remove Included Products. These serve as government estimates for completing the work and are used in evaluating proposals. Complete the analysis of advertised rates, and include the Unusual Adjustment, as indicated, to assure advertised rates approximate fair market value. The advertised rate is the rate that goes into Section B of the IRSC, or on page 1 of the task order.

Appraisal processes for the IRSC and Task Orders

1. Develop costs for the respective cost centers per the following instructions. Enter the results into the sale specific field for each cost center on the TEA main input screen.
 - a. Stump-to-truck. Use the same costing spreadsheets as used in a timber sale.
 - b. Haul/Scale. Use the same costing spreadsheets as used in a timber sale. For scale sales, include the cost for scaling in using the Haul spreadsheet. In the Data Input screen, enter "Yes" in the "Is scaling done?" field. Also, on the Appr Summ spreadsheet, under

“Include scale cost in final haul cost,” enter “Yes” in the field. This will produce a total cost for haul and scale for entry into the TEA input screen under the Haul/Scale field.

- c. Contractual. This work is typically a part of Appendix A in the contract. Brush disposal or fuels treatments, whether for activity created fuels or treatment of existing fuels, are service type restoration work activities and are not to be included in the appraisal. Enter into the sale specific field the zone average cost times minus 1 (-1). Any required Erosion Control work is also a service type restoration work activity and is not to be included in the appraisal.
 - d. Road Maintenance. This is Appendix C in the contract. Road maintenance, whether on the haul route or on other roads in the contract area, is a service type restoration work activity. The engineers are to complete Special Provision K(T)-F(T).3.1# - Road Maintenance for Appendix C. Use “P” in the tables to signify contractor “P”erformance. See section “II., H. Roads and Road Maintenance and Stewardship Restoration Activities” and sections “III., O. Engineering Packages”, and sections “IV., L. Engineering Packages”, for more information. Enter into the sale specific field the zone average cost times minus 1 (-1). Every effort should be made to have the contractor complete the needed road maintenance in lieu of assessing a deposit. However, a deposit for Road Maintenance can be collected in amounts commensurate with contractor’s operations. If there are road maintenance deposits, calculate the entry for road maintenance into the TEA input screen as follows:

Zone average Rd Mtn cost; \$3.50/CCF
Road Maintenance deposit; \$1.00/CCF
Entry into the Road Maintenance sale specific field in the TEA input screen;
 $((\$3.50 - \$1) \times -1) = -\$2.50/CCF$
 - e. Dev&O. Calculate temporary roads as in a regular timber sale and enter the results into the TEA input screen. If there are no temporary roads to be built, enter into the sale specific field the zone average cost times minus 1 (-1).
 - f. Road Const & Recon. This is Appendix D in the contract and is not to be included in the appraisal. All construction or reconstruction will be costed by the engineers using Service Contract Act (SCA) wages, or Davis-Bacon wage rates, as appropriate. A road construction or reconstruction package will be prepared by the engineers as in a regular timber sale. Enter “0” into the specific field, or leave blank.
2. Collections for BD, SSF, DRES, and DAR are not to be made.
 3. Enter zero (0) for the competition factor on the TEA input screen.
 4. Species and appraisal groups shown in the appraisal summary should be carried forward into the contract. Doing this facilitates automatic loading into TIM of the teatim.dat file containing appraisal data and eliminates possible errors associated with manual input of data.

X. Minimum Rates and Base Rates

The following Minimum Rates have been established for use in appraisals applicable to stewardship contracts and agreements having sawtimber and/or Biomass (Green Biomass Convertible) and using the unit of measure CCF; minimum rate for all sawtimber products is \$1.00/CCF, and \$.25/CCF for Biomass. For stewardship contracts and agreements having sawtimber and/or Biomass and having a unit of measure of TONS, minimum rate for all sawtimber products is \$0.34/TON, and \$.01/TON for Biomass.

Base Rates in the appraisal of an IRSC will be Minimum Rates as described above. The minimum deposit to the Treasury of \$0.25/CCF will not be assessed. Essential Reforestation cannot be established or collected in an IRSC.

Stewardship contracts that are 100% biomass will only have the Product of “BIOMASS” in the contract. 100% biomass contracts shall only contain biomass material and are to be offered with the unit of measure of TON. Minimum rate for this material will be \$0.01/TON.

Y. Bonding and Wage Requirements

A. Bonding and wage requirements of Integrated Resource Service Contracts

1. Contracting Officers shall use the Timber Payment Guarantee clause in the most current, approved templates on the AQM website.
2. To guarantee payment for timber scheduled for removal under the IRSC, Contractor is to provide a Timber Payment Guarantee in the form of an acceptable surety payment bond, cash payment, or a deposit of negotiable securities in a Federal Depository of the United States.
3. For Scaled contracts - Any earned Stewardship Credits and alternate Timber Payment Guarantee together will maintain a minimum unobligated balance equal to the applicable charges for timber the Forest Service estimates will be cut in 60 calendar days plus the value of any outstanding charges, or equal to the total value of the timber that has not been paid for.
4. For Tree Measurement contracts - Any earned Stewardship Credits and alternate Timber Payment Guarantee together will maintain a minimum unobligated balance equal to the outstanding charges for payment units released for cutting, or equal to the total value of timber that has not been paid for.
5. The Service Contract Act applies to all work performed under the contract except for construction work. Davis-Bacon applies to all construction work. Alternate Payment Protection applies to construction work greater than \$30,000 and less than \$150,000. Performance and Payment bonds (Miller Act) are necessary for all construction work exceeding \$150,000.

See FSAR Subpart 4G37.710, Bonding. Also refer to FSH 2409.19, 65, for more information on bonding and wage requirements.

Z. Awarding Integrated Resource Service Contracts

4G37.714 Contract Award

(a) All stewardship contract awards shall be made through the Albuquerque Service Center (ASC), not through the Integrated Acquisition System (IAS).

(b) Posting of transactions (obligations) in the financial system at time of contract award shall comply with direction issued by the Chief Finance Office.

(c) Contracting Officers shall clearly state in the award document the portions of the successful offeror's proposal being incorporated into the stewardship contract.

(d) Contracting Officers shall clearly state in the award document which line items are being paid with appropriated funds and which line items will be paid with stewardship credits or retained receipts.

(1) Multiple job codes and and/or a combination of appropriated funds, stewardship credits, and retained receipts can be used for any line item.

(e) The local Line Officer shall make the determination on what will be paid for with the stewardship credits.

See Appendix 9 for a sample award document to be used related to how each item number is to be funded.

AA. Contract Changes and Modifications

Any changes to the Integrated Resource Service Contract have to go through the same process and procedures for changes in a standard service contract. Only the CO in an IRSC can approve changes in the contract. All proposed changes have to be brought to the attention of the CO in an IRSC before the change is made. Changes in Appendix B are to be coordinated with the Timber Sale Contracting Officer.

Forests can receive additional attainment credit for volume added to an IRSC awarded as a tree measurement contract. Forests cannot receive additional attainment credit for volume added to a scaled contract (see section "V., D III Receiving Target Accomplishment for Included Products and Reportable Work Activities" for more information).

BB. Extending Integrated Resource Service Contracts

In an IRSC, when the Contractor fails to perform within the time specified the CO may allow the Contractor to complete the project in default, may modify the contract performance period with consideration from the Contractor, or terminate the contract and reprocure the remaining work.

CC. Default of Integrated Resource Service Contracts

In the event of a default by the Contractor, follow requirements, processes and FAR clauses established for a standard service contract. Payment guarantee can be used to pay for timber hauled, but not paid for. Other required work that will not be completed can be added to the contract of another approved stewardship project, or completed under a separate service contract by adding appropriated funds, or retained receipts from another approved stewardship contract.

DD. Solicited Stewardship Contracts that Receive No Proposals

The solicitation can be extended by the AQM CO on FEDBIZOPS to allow more time for contractors to submit proposals. If no proposals are received, discuss the stewardship offering with timber Purchasers and Contractors. Rework the package to address their concerns, as appropriate. Update the appraisal to have the latest teacost.dat file, PQA, and indices and reoffer. Forests can opt to hold the contract to a later date when market conditions are more favorable, or Contractors and/or labor are available and capable of completing needed restorative treatments. Update the appraisal to have the latest teacost.dat file, PQA, and indices.

For IRSC's that receive no offers, the CO should reassess the situation and determine why no responses were received. If there are problems with the statement of work, possibly modify the requirements and resolicit the contract. If the changes are not substantial, amend the original solicitation with the changes to the statement of work and extend the closing date for receipt of offers.

EE. Roles in Administering Integrated Resource Service Contracts

The contract administration team in IRSCs includes personnel who administer timber sales, and those who administer service contracts. Personnel certified as timber sale Forest Service Representatives (FSR's), sale administrators, and inspectors are to administer product removal in IRSCs. In an IRSC, the CO designates the COR(s). The COR then designates inspectors for the various portions of the work. The COR for contracts involving product removal is to designate an inspector who is qualified at least as a sale administrator. The only titles allowed in an IRSC are CO, COR, and Inspector.

In an IRSC with construction or reconstruction, the COR will designate an "inspector" with full construction COR authorities. Or, the CO may designate a qualified COR to administer only the construction work activities. The delegation is to be to a named individual having the appropriate NCCP COR certification to meet CFR requirements.

FF. Forms to be Used in Documenting Contract Inspections and Work Progress

The Engineering Representatives (ERs)/CORs for the stewardship road work is to follow the same documentation procedures for either an IRSC or a Public Works contract. The contract daily diaries for road construction work are to document the project for the Forest Service; the work orders, and non-compliance notices are used to clarify issues with the Contractor. The documentation is done by inspectors-in-training, inspectors, and ER/CORs to protect the Government's interest. Documentation for road construction in stewardship contracts is to be consistent with NCCP requirements for ERs and CORs.

Because road ERs/CORs represent the COR for the stewardship contract, progress reports are to be cc'd to the primary COR. The ERs/CORs can forward copies of the daily diary to the primary COR. If the COR wants to do a progress report for the Contractor, they can compile them from the diaries. Project managers (the Contractor) for road construction usually track their own progress and should have a good idea what they have accomplished over a given period of time.

Integrated Resource Service Contracts will use the contract daily diary for documenting work progress and inspections, except as noted above for ERs/CORs. Copies are to be sent to the COR for review and forwarding to the CO. Inspections will reference sections and appendices of the contract, as appropriate, i.e., Section H.2, Appendix B, clause K(T)-C(T).3.5.5#, etc.

GG. Documents to be Sent to the Regional Office

At a minimum, send the electronic files of the following documents to the Regional Office **within 5 days of contract award**;

- For IRSC Contracts - Appraisal Summary
- (SF-33 or SF-1449, - Report side of the FS-2400-17
- and Task Orders) - Section B - Service and Prices (entire Section)
- Appendix B - Timber Removal Specifications (all of Appendix B)
- Contract Map(s)
- Section L and M of contract having evaluation criteria to be addressed by Contractor.
- Copy of awarded Contractors' technical and price proposals.

Alternatively, the Contracting Officer can email the link on the "O" drive where the contract is filed for the Regional Stewardship Coordinator to retrieve and use the data as needed.

IV. Integrated Resource Timber Contracts Applicable Policy and Direction

Integrated Resource Timber Contracts are contracts in which the value of the products to be removed exceeds the cost of completing on-the-ground service type restoration work activities. Stewardship credits are earned when the contractor completes service type restoration work activities and a greater amount of timber has not been hauled and paid for by the contractor. Funds cannot be added to an IRTC, except to build or reconstruct a road to a standard higher than that needed to remove included products. After approval by the Regional Office, retained receipts may be added to an IRTC if the value of the timber does not cover the cost of the mandatory work items due to significant change in the market.

A. Landscape Level Stewardship Project Areas

Large landscape level stewardship projects can encompass one or more watersheds, an entire ranger district, forest, or multiple forests. These proposed long term, large landscape; stewardship projects should use an IRSC-IDIQ contract, or stewardship agreement. They are typically not applicable when using an Integrated Resource Timber Contract.

B. Forest Wide Stewardship Contracting

The typical approach to stewardship contracting is to have several treatments in the area of a high priority treatment. An alternate method creates a list of restoration projects across a national forest developed by one or many collaborative groups and prioritized for completion. The work included in a single forest wide contract may be from one ranger district, or several ranger districts. Trading goods for services is focused on several high priority projects wherever they are on the forest instead of just one or two. However, in contemplating this approach to stewardship contracting, additional complexity is added. Administration of a forest wide stewardship contract is significantly more difficult. Pitfalls include inspectors that will likely be from different districts, travel times will increase to assure administration of the contract, actual on-the-ground time will decrease because of the increased travel times, and a general breakdown in coordination and communication can occur. The alternate method is available for use but forests should be aware that additional problems are likely to occur.

C. Naming of Integrated Resource Timber Contracts

Include the term “Stewardship” in the name of the contract or agreement. Use “STWD” or “STEW” for stewardship if space is limited. The name of the Integrated Resource Timber Contract (IRTC) is also to include the name of approved source stewardship project. For example, contracts from the approved Meadow Creek Stewardship Project would be called Meadow Creek Stewardship Contract, or Meadow Creek Fuels Stewardship Contract, etc. Contract names can also be shortened for entry into space limited computer applications, i.e., Meadow Creek Stewardship Contract can be changed to Meadow Cr Stew Contract, Meadow Cr Stwd Cont, etc. Task orders are not applicable to IRTCs.

D. Product Accountability Requirements

There are regional and forest product accountability action plans that describe methods, procedures, and requirements related to forest products. The product accountability requirements for an IRTC are the same as in a regular timber sale. The action plans include such things as requirements pertaining to marking treatment area boundaries, accountability of tracer paint, painting and branding of log ends with state registered brands and highway yellow paint, mandatory use of product removal permits, after hours and weekend truck checks, use of a third party for scaling, coordination with law enforcement involving possible theft of trees, or loads of logs, and others, are to be implemented and monitored on all IRTCs. It is the responsibility of Timber Sale CO to implement and monitor and product accountability on every contract to assure compliance with product accountability action plans requirements.

E. IRTCs and Timber Information Manager (TIM)

All Integrated Resource Contracts are to be entered into TIM as TIM is the only source of upward reporting of target accomplishment for awarded volume in regular timber sales and stewardship contracts and agreements.

Integrated Resource Timber Contracts, both the FS-2400-13 and -13T, are to be prepared using TIM. Until further notice, replacing some TIM generated pages will be necessary for the contract package to be consistent with current stewardship policy and direction. An ongoing summary of changes to the R6 Stewardship Contracting User Guide will be included in Appendix 13.

F. Stewardship Contracting and the World Wide Web (www)

Stewardship contracts are to be placed on the World Wide Web for review and use by contractors, purchasers, and interested publics. Have all stewardship contracts listed on the forests' timber www site. List under the name of the contract on the forests' timber www site all documents that make up the contract package; body of the contract, appendices, maps, project specifications, T-specs, approved road plans, Contract Area Map, etc., and have them available for viewing and downloading. Include the following disclaimer on the forests' timber www site;

“Information on this site will be carefully reviewed and monitored to maintain accuracy. However, in the event that discrepancies occur between the official hardcopy contract documents on file at the Forest Office, and those displayed on this website, information contained in the official hardcopy on file at the Forest Office takes precedence.”

G. Creation and Use of Retained Receipts

Integrated Resource Timber Contracts are to include restorative treatments of product removal and service type work activities. The value of the products being removed should approximate the cost of services to be completed. Large amounts of retained receipts are not to be created and held. Forests which generate large amounts of receipts should develop successive stewardship projects to utilize the receipts. Receipts from a stewardship contract that is still open can be transferred to another approved stewardship contract with approval of the Regional Forester. Sufficient receipts are to remain on the contract to assure completion of restorative service type work activities, and to cover any decrease in product valued due to de-escalation in a declining

market on a stumpage rate adjustment contract. Receipts not used or not identified for another stewardship project 2 years after the termination date of the contract should be returned to the Treasury.

Retained receipts cannot be used for funding Forest Service personnel in the preparation or administration of the contracts, overhead, and similar assessments. This also includes payment to Enterprise Teams for completion of work related to stewardship projects. See FSH 2409.19, 67 for uses of retained receipts.

Retained receipts can be transferred to another stewardship contract with approval of the Regional Forester while the contract generating the receipts is still open and operating. Sufficient retained receipts are to be held on the contract so that when added to the remaining timber to be cut and removed, there is sufficient value to pay for remaining service work activities.

Retained receipts can be added to an IRTC with the approval of the Regional Forester under the following conditions;

1. When market conditions decline resulting in the value of the timber to be less than the cost of completing all of the mandatory work activities, retained receipts can be added to complete the mandatory work, and some or all of the optional work, depending on the availability of retained receipts.
2. When all product value has been expended and there are remaining work activities to be completed, the Timber Sale Contracting Officer can add additional treatments which remove timber products to pay for completing remaining restoration work activities per E(T).2.2. in the contract. However, receipts can be added to the contract to complete the remaining items upon approval of the Regional Forester.

H. Project, Contract Area, and On-the-Ground Treatment Area Boundaries

The project boundary includes all of the sections, townships, and ranges in which work will take place. The project area boundary should follow ecologically appropriate features and should be large enough to permit comprehensive restoration. The Contract Area Boundary is a boundary that includes treatment areas subject to the requirements in the stewardship contract. Boundaries should coincide with recognizable features, such as roads, trails, ridges, and streams, stand boundaries, streamcourses, etc. However, do not expand contract area boundaries beyond the immediate vicinity of the treatment units (usually one-quarter mile) for the sole purpose of collecting K-V funds in the area (see FSH 2409.19, 61). It is not required to post the contract area boundary on the ground.

Boundaries of treatment areas where commercial timber is to be removed are to be marked in the same manner as in a regular timber sale. The use of orange tracer paint and tags listing the contract name and unit number is required in identifying the “official” unit boundary location. The orange tracer paint and tags are used in combination on each tree identifying the extent and direction of the boundary. Flagging and flashers are only aids in identifying the boundary location and do not constitute the “official” boundary. Follow National, Regional, and Forest requirements in the Regional Timber Product Accountability Action Plan related to painting and posting boundaries. Treatment area boundaries of service type work activities such as pre-commercial thinning, pruning, 100% biomass contracts, obliterating roads, etc., are to be marked as in a standard service contract.

Marking of boundaries and leave trees in visually sensitive stewardship treatment areas, i.e., along scenic roads, can be alternatively marked to minimize visual impacts. Contact the Regional Office for direction related to alternate marking requirements.

I. Painting of Trees by the Contractor

Painting requirements in National Special Provision K(T)-C(T).3.5.5# Designation by Prescription (DxP) have been waived by the Regional Forester (see Appendix 7). However, Forests may require Contractor painting when using DxP to assure desired end results. If painting is required, the Forest Service will approve the painting meets the desired end results prior to the start of operations. The region will only permit orange paint supplied by the Contractor in marking leave trees in DxP units. If the Contractor will be required to paint leave trees, the cost of doing the work is to include the cost of paint supplied by the Contractor, and is to be a **separate mandatory service work activity in the contract**. Do not include the cost of Contractor painting of trees in the appraisal. Increased contract administration is to be assigned commensurate with Contractor's work progress to assure only designated trees are being cut and removed, and operations continue to meet prescription objectives. Administration personnel are to work with the Contractor for several days at the start of operations to assure desired end results are understood and will be met.

Regional Special Provision K-C.3.5.7# can also be used by Forests in Designation by Prescription. Use this provision when the National provision will not produce the desired results. Forests can determine the need for the Contractor to paint leave trees in the use of this provision.

Painting of trees by the contractor is not to be required in Designation by Description (DxD) units.

Special Provision K(T)-C(T).3.5.1# Designation by Spacing is not to be used without approval by the regional office.

J. Danger Trees

Mitigation of the hazard posed by danger trees along National Forest roads is a Forest Service responsibility that is included in annual road maintenance plans approved by the responsible line officer. Coordinate with engineering in project scoping phase to identify and prioritize danger tree assessments in the project area. Roads are to be cleared of danger tree hazards prior to personnel entering the area for recon, data collection, and project layout for stewardship related treatments.

Contractors are responsible for mitigating danger trees along the haul route that develop during the life of the contract. Refer to R6 Supplement FSM 7733 regarding danger tree identification and management along National Forest System Roads for more information.

Removing danger trees, dead trees, or insect infested or diseased trees along non-haul roads, inside a campground, or salvage sales to recover value from deteriorating trees, or for safety reasons, are not restoration activities and will not be approved as stewardship projects. This is not a change in policy or direction.

K. Brush Disposal/Fuel Treatments

Brush disposal/fuel treatments are service work items. This is applicable to both activity generated slash, and existing slash. Piling of landings is part of the stump-to-truck cost. A deposit for Brush Disposal can be collected per the stewardship handbook.

On stewardship projects, Forest Service personnel involved in burning operations can be paid with stewardship receipts to complete on-the-ground fuel treatments. Forest Service personnel involved in preparing burn plans cannot be paid for with retained receipts. Also, assessments for overhead, facilities, replacement tools, smoke management, etc., cannot be paid for with retained receipts.

Contracts are not to include the option for the Contractor to turn back work to the Forest Service. Contractors, in their proposals, are to enter the cost to complete the work, or state they cannot do a particular requirement(s) or item(s). This is then considered by the team evaluating proposals.

L. Engineering Packages

During the planning process, a list of restoration activities will be prioritized and weighed against the potential amount of product value to be generated. Road-related restoration activities that take place on specified roads that are not necessary to remove “Included Products” are to be identified as mandatory or optional as determined in the planning process. Prepare a separate package of drawings, specifications, and schedules of items for each mandatory and optional project in a manner similar to additive items on public works construction contracts. These projects will be listed as service activities in the contract for individual bids. Appropriated funds cannot be added to an IRTC, except to build a road to higher standard than needed to remove included forest products.

Prepare road packages in the same manner as for commercial timber sales (FS-2400-6(T)). Construction and reconstruction on the haul route necessary for the hauling of log products, and road maintenance of the haul route due to log transport vehicles, are to be costed and included in the appraisal as in a regular timber sale. Maintenance of non-haul roads in the contract area are to have a restoration objective such as to reduce sediment transport into an adjacent stream where the roads crosses through the riparian area, clean plugged ditches or culverts that back water and cause it to flow down and produce sediment that may erode the road, are service related work activities and their cost not included in the appraisal. These may be mandatory or optional restoration projects.

In an IRTC, if the time needed for Forest Service personnel to complete road packages will delay advertisement of the contract, engineering services can be performed by the Forest Service after the contract is awarded as in a commercial Timber Sale. Use contract provision A(T).8 Forest Service Engineering Completion Schedule and K(T)-F(T).1.3# Road Completion Date for post award engineering. Claims due to delays in the Contractor’s operations directly related to post award engineering will be paid by appropriated road funds.

M. Performance Based-End Results Contract Specifications

End results specifications are derived from the Purpose and Need in the NEPA document, and in silvicultural prescriptions. The questions to be included in the R6 technical proposal are to be written in such a way that the contractor's response will describe equipment, personnel, and operational methods and procedures that will be used and employed to achieve the desired end results. In a timber sale contract, the requirements and how-to's for product removal are contained in Special Provisions C(T)6.41# and C(T)6.42#. They state in prescriptive terms exactly the equipment to be used, and how it is to be used, to complete the work. For stewardship contracts, the how-to prescription is to be reworded and be part of the technical proposal for the contractor to prepare responses to. See the following examples;

Timber Sale C(T)6.41# and C(T)6.42# Prescriptive Terms In Timber Sale Contracts	Reworded to End Results Specifications IRTC Special Provisions K(T)-G(T).4.1# and K(T)-G(T).4.2#
When rigging is attached to residual trees, tree plates or similar protective devices capable of preventing contact of cables with at least 50% of the circumference of trees shall be used.	If you choose to skyline log, explain how the residual trees holding the rigging will be protected from damage.
Mechanical felling equipment will be limited to feller-buncher with an unloaded PSI (pounds per square inch) rating no greater than 7.5 and boom with reach of at least 20 feet.	If included in your proposal, explain how your equipment will be used to minimize additional soil compaction, and what mitigation measures will be completed to reduce soil compaction to less than 20% of the treatment unit acres.
Where topography permits, skyline corridors shall be spaced not less than 200 feet slope distance apart (measured at the exterior unit boundary) when parallel corridors are used, and not less than 250 feet slope distance apart (measured at the exterior unit boundary) when radial corridors are used.	If skyline logging, explain your equipment capabilities relative to its ability to yard fan shaped and parallel settings while maintaining one-end suspension. Also, explain your equipment capabilities to yard multi-span settings, and to lateral yard.

Enter into K(T)-G(T).4.1# and K(T)-G(T).4.2# those felling and/or yarding methods mandated from the NEPA document, and those operational requirements where alternative methods for complying are unlikely, or not available. See the following examples;

1. Except for lateral yarding, logs shall be yarded with the leading end free of the ground.
2. Full suspension of logs is required within 50 feet either side of streamcourses, riparian areas, and other areas designated on the Contract Area Map.
3. Directional felling is required in all harvest units.
4. If included in your proposal, mechanical felling equipment will be limited to those with an unloaded rating of 7.5 PSI (pounds per square inch).
5. If skyline yarding will be used, corridors will be no more than 12 feet wide, and no closer than 120 feet apart at the far end, approved in advance of felling operations, and have one end of the log suspended during inhaul.
6. Whole tree yarding is required in all harvest units.

There are still other requirements included in K(T)-G(T).4.1# and K(T)-G(T).4.2# that are already prohibited or regulated in the contract, or are just not needed, and are not to be included in the contract.

See the following samples;

IRTC Special Provision K(T)-G(T).4.1# or K(T)-G(T).4.2# Requirements	Contract Resolution
Log Forwarders shall be restricted to approved log forwarder roads.	Already required in G(T).4.2.2.
Tractors shall be restricted to approved skidtrails and tractor roads.	Already required in G(T).4.2.2.
Log Forwarder roads shall not be more than 15 feet in width nor spaced no less than 50 feet slope distance apart, except where converging, and as safety permits.	Not needed in contract. Contractor will describe in their technical proposal the type of equipment to be used in logging operations, and approved by the Forest Service.
Log forwarders shall be all wheel drive, capable of self-loading and unloading, and have rear tires or track type tractive devices greater than 27 inches in overall width. Log forwarders with GVW's greater than 15,000 pounds shall have a minimum of three (3) load bearing axles.	Not needed in contract. Contractor will describe in their technical proposal the type of equipment to be used in logging operations, and approved by the Forest Service .
Skyline yarders shall have at least a 50-foot tower and be capable of transporting logs at least 1200 feet horizontally.	Not needed in contract. Contractor will describe in their technical proposal the type of equipment to be used in logging operations.

3. In responding to the questions in the Technical Proposal, have the following statement and table of end results as part of the Technical Proposal template;

“In preparing your Technical Proposal, the contractor shall keep in mind the following end results, specifications and objectives that shall 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, specifications and objectives shall be achieved.”

LIST OF END RESULTS, SPECIFICATIONS AND OBJECTIVES TO BE MET WITH THE HOW-TO'S DESCRIBED BY THE CONTRACTOR'S IN YOUR TECHNICAL PROPOSAL	UNIT(S)
Soil compaction shall be less than 20% of the harvest areas.	All
The number of acres of compacted or displaced soils following operations are the same or less than prior to operations.	All
Surface erosion and sediment delivery coming from new and/or existing landings, skidtrails, and temporary roads are mitigated and confined to inside the unit boundaries.	All
Stands of thinned trees that meet the Residual Basal Area listed in Table 1 in provision K-C.3.5.5#.	All

Areas of noxious weeds identified on the ground have not been disturbed by Contractor's personnel, vehicles, or equipment.	All
Leave trees have little or no damage from Contractor's operations and will continue to contribute to a functioning ecosystem.	All

The list of end results and units are to be specific to the contract being offered.

N. Advertising IRTCs and Requirements for a Pre-Advertisement Meeting and Workshop

For an IRTC, use the advertisement format approved for use in Region 6, without change. Users are to fill-in the number of mandatory restoration service type projects included in the contract. Do not list the individual service type restoration work activities as this increases the cost of the advertisement. Incorrectly stating the amount, kind, or location of the timber; the appraised price or prices; the date, time, or place for the receipt of proposals; or any other major condition of the contract, is a material mistake. Advertisements with material mistakes are to be pulled, and a corrected advertisement published with the date for receiving bids to be no less than 30 days after publication of the corrected advertisement. See FSH 2409.18, 56.53 for more information. Notify Contractors and timber sale purchasers of the new date to receive proposals.

IRTCs should be advertised for at least 45 days. Advertisement periods should be longer on large and/or complex projects. Consultation with the Regional Stewardship Coordinator is required for advertisement periods of less than 45 days.

Each stewardship project is to have a meeting with prospective contractors and purchasers during the first week of the advertisement period for IRTCs. The purpose of the meeting is to discuss the objectives of the project, the different work activities, and the desired end results, and to view the contract area and treatment units on the ground. It is an opportunity for contractors to meet and develop contacts for work to be completed. The comments and feedback received from attendees allows the forest to make corrections and update the advertisement or solicitation as needed to clarify any data or information, and to make other changes resulting from the meeting.

A workshop on the completion of the technical proposal is also to be a part of the meeting. This allows contractors and purchasers not familiar with best value to ask questions and receive instructions on completing a technical and price proposal. **THE WORKSHOP IS TO TAKE PLACE IN CONJUNCTION WITH THE PRE-ADVERTISEMENT MEETING.**

O. Overall Policy and Direction – IRTC

1. Use of the Sale Method Criteria List is required to determine the appropriate method to use. Justification signed by the line officer is required for the use of a sale method other than tree measurement. The justification is to be part of the “official” contract folder.
2. Cruising -
 - a. Follow Region 6 procedures and standards for cruising, as in a regular timber sale, in determining the volume of products to be removed in stewardship contracts and agreements.
 - b. Cruising Designation by Description (DxD) and Designation by Prescription (DxP) treatment areas requires implementation of the prescription to determine the volume estimate. Cruise is to meet Regional standards.

- c. Cruise nonsawtimber or green biomass convertible per Region 6 Policy and Direction Related to Low Value Material and include in the appraisal and contract if it is required to be removed from the stand.
3. Contractors shall not have the option of choosing between a tree measurement and scale contract.
4. Scaling - All scaling options are available in stewardship contracts. Inclusion, use and interpretation are the same as in the FS-2400-6 Timber Sale Contract.
5. IRTCs should be advertised for at least 45 days. Advertisement periods should be longer on large and/or complex projects. Consultation with the Regional Stewardship Coordinator is required for advertisement periods of less than 45 days.
6. The Regional Stewardship Coordinator is to review each stewardship contract. Allow up to 5 days for the review to be completed with comments and needed corrections forwarded to the forest for incorporation into the final contract package.
7. Designation by Description can be used in all stewardship contracts. Designation by Prescription can only be used in scale stewardship contracts. Forests are to analyze stands to determine the optimum designation method to meet stand objectives, including DxD and DxP.
8. Only approved contract formats and provisions on the R6 Forest Products Website are approved for use in Region 6.
9. No oral auctions, quotes or offers only.
10. Contractors are to enter a cost for all mandatory and optional restoration work items.
11. Follow FSH 2409.19, 62, and applicable FAR's, in assessing the responsiveness of each proposal.
12. If an optional item is assigned by the CO to complete, the Contractor is required to complete the work to included specifications and at their listed price in the price proposal or offer form. Agreement with the Contractor is not needed by the CO for an optional item to be ordered and completed.
13. Only one unit of measure will be used for all products in a stewardship contract.
14. In determining quantity of included products and length of stewardship contract, include the quantity of products that can be removed in approximately 3-5 operating seasons. Forests can have contracts longer than 5 years in length and require the products to be removed in less than 3 years. Prepare contracts with this requirement where it is advantageous to the Government or beneficial to the resources.
15. When contemplating a longer term contract, Forests should consider the appropriate balance between creating consistent program of work for a single or small number of Contractors and the desire to maintain longer-term work opportunities for multiple Contractors.
16. Inclusion of noxious weed treatments and other restoration activities is to be based upon market research of available and capable Contractors. In some cases, market research of available and capable Contractors for treatment of noxious weeds and some service activities shows negative results. However, as more stewardship contracts include these treatments, Contractors will develop the skills to perform this work. Continue to include these activities wherever possible in the stewardship contracts and encourage Purchasers and Contractors to build relationships with qualified subcontractors.

P. Specific Requirements Applicable to Integrated Resource Timber Contracts

1. For an IRTC, establish an “official” contract folder for each stewardship contract as in a standard timber sale. The folder is to be located at the office with the CO. Documents with original signatures that support the implementation administration of the contract are to reside with the official contract package. The official package should reside at the office where the signer is located. The NEPA document and decision, and analysis files and feasibility reports, are to be with the NEPA document and decision, and available for use by the CO. The “official” contract folder is to be secured with the CO for the contract. See R6 Supplement No. R6-2409.15-2008-2 dated August 11, 2008 for more information.
2. Use the same Regional procedures for adding trees and volume to an IRTC as in a regular timber sales.
3. Include in A(T).1 the legal description of the restoration service type projects.
4. Contract Area Map (CAM) - see FSH 2409.18, 53.44, and B(T).1 in the standard provisions, for more information.
 - a. Prepare and title the CAM in the same manner as a regular timber sale area map, except, do not show yarding methods on the CAM, unless a specific method is required by the NEPA decision document.
 - b. Replace all timber sale related terms with their stewardship counterparts.
 - c. Do not include on the CAM, or in the Notes, the logging summary table included in the prospectus. Do include on the CAM on a unit by unit basis the logging systems required by NEPA.
 - d. The CAM is to show locations of mandatory and optional service type restoration projects.
 - e. Numbering of roads on the Contract Area Map.
 - 1) On the Vicinity Map, arterial roads are to have 4 digits, such as 6300 for road 63.
 - 2) Unit maps are to have the arterials as 4 digit numbers, 6300, and spur roads 7 digits, such as 6300457 for the -457 spur off the 63 road.
 - 3) Maps showing the contract area are to have 4 digit arterials, and 3 digit spurs, such as 6300 for road 63, and -457 for the -457 spur off road 63.
5. With performance based-end results contracting, Regional Special Provisions K(T)-G(T).4.1# and K(T)-G(T).4.2# should only include those requirements contained in the NEPA document, and those that typically apply to all harvest units, for example, directional falling, full suspension over riparian areas, except for lateral yarding, logs shall be yarded with the leading end free of the ground, etc. . The Contractor’s proposal, which is made part of the contract, contains yarding system(s) and operational methods to meet desired end conditions.
6. Prospectus – see section “III., G. Contract and Package Preparation Applicable to IRTCs, 3. Prospectus” below for specific information for completion of prospectus.
7. The top diameter inside bark (dib) of logs, and log lengths, can be varied to maximize the value in a contract, to meet local needs of mill, accomplish NEPA objectives, and to provide chips, biomass, or other products to local mills.
8. Integrated Resource Timber Contracts are to be advertised for not less than 45 days.
PREBID CONFERENCE IS TO TAKE PLACE WITHIN 5 DAYS OF ADVERTISEMENT

Q. Contract and Package Preparation Applicable to IRTCs

1. In IRTCs, include inserted pages with tables, description, added specs and attachments, are to be in the same font size and style as TIM generated contracts.

2. Follow Region 6 procedures and standards in this user guide for completing the IRTC. Organization of the IRTC is to be as follows;
 - Contract cover page (Yellow for FS-2400-13, blue for FS-2400-13T)
 - Signature page
 - A(T) Section
 - Standard Provisions; B(T) through J(T) (Yellow for FS-2400-13, blue for FS-2400-13T)
 - Traffic Control Plan per G(T).3.3 Safety
 - Contract Area Map
 - Special Provisions K(T)s
 - Road Maintenance T-Specs
 - Road Plans; Construction and Reconstruction

3. No appendices are to be created in the use of the IRTC. The contract references attachments, not appendices.

4. Format in the sample contract for completing Special Provision K(T)-G(T).9# in an IRTC is as follows;

MANDATORY PROJECTS

Project Number 001 - < Fill-in of the project description from A.4.3 or AT.4.4>.

See attached requirements and specifications.

Project Number 002 - < Fill-in of the project description from A.4.3 or AT.4.4>.

See attached requirements and specifications.

Project Number 003 - < Fill-in of the project description from A.4.3 or AT.4.4>.

See attached requirements and specifications.

OPTIONAL PROJECTS

Project Number 004 - < Fill-in of the project description from A.4.3 or AT.4.4>.

See attached requirements and specifications.

Project Number 005 - < Fill-in of the project description from A.4.3 or AT.4.4>.

See attached requirements and specifications.

Project Number 006 - < Fill-in of the project description from A.4.3 or AT.4.4>.

See attached requirements and specifications.

5. Project descriptions and specifications are attachments to the IRTC and are not to be put into the main body of the contract. Optional projects are to be in the order of priority for completing the work.

6. New provisions developed to meet restoration objectives in IRTCs are to be developed in a performance-based format, then reviewed and approved by the Regional Office prior to including in TIM for use in the sample contract.

7. Use and interpretation of provisions in stewardship contracts are the same as their counterparts in the FS-2400-6 and -6T timber sale contracts.

8. In an IRTC, contract provisions and tables are not to be changed or edited in any manner by the user.

9. Do not include trees with Timber Property value in a stewardship contract or agreement. Timber property value is the cost of conversion from the standing tree to the state of manufacture where the trees are located (FSH 2409.18, 47.3).

10. Select from the drop-down LOV the appropriate statement related to road specification in section A(T).7.

11. In section A.9 Scaling Instructions, enter the following to complete the fill-in; “FSH 2409.11, National Forest Log Scaling Handbook, as amended and supplemented. Check scaling will be performed at individual scaling locations.” Enter as shown without changes.

12. A “Normal Operating Season” for the service type restorative work activities in an IRTC has no contractual basis and is not to be established in an IRTC.
13. The Forest Service may prepare a SAI Plan for doing Essential Reforestation and K-V Other type restorative treatments if the skills and abilities to complete the work lay solely with the Forest Service, or the work activity is so different as to be inefficient or impractical for the Contractor to do the work, or are minor in scope and quantity as to be cost prohibitive to the Forest Service for a Contractor to complete.
14. Bidding will not be permitted on Green Biomass Convertible or nonsawtimber in contracts with both sawtimber and Green Biomass Convertible or nonsaw products. Bid Premium is to be only added to sawtimber contract groups with the biomass and nonsaw at Fixed Rates.
15. Bid Guarantee, Downpayment, and Initial and mid-point payments are not permitted in an IRTC. The TIM program does not allow the selection of these provisions when assembling an IRTC, and also does not allow the selection of the TSA cards for these payments in the TSADE program.
16. Funds cannot be added to an IRTC, except to build a road to a higher standard than needed to remove Included Products. The funds to be added are to come from the benefiting function and not timber funds or retained receipts from the contract, nor retained receipts from another contract.
17. Volume can be added to or deleted from an IRTC. Follow the same procedures that are used in a regular timber sale.
18. Assign at least one AQM COR or inspector to the IRTC. The person(s) are to be given Harvest Inspector duties to provide cross-training opportunities.
19. As a guideline in determining work activities to be included as mandatory in IRTCs, use approximately 50% of the total product value at appraised rates if products will be scaled, and approximately 90% of the total if products will be paid for on a tree measurement or lump sum basis. Reduce the likelihood of having to pay appropriated funds for completed stewardship work by taking into account the possibility of de-escalation when selecting the proper percentage to use on each project.
20. K(T)-C(T).1.1# Timber Subject to Agreement. If nonsaw, biomass, or sawtimber is added as timber subject to agreement, K(T)-G(T).4.0.5 does not apply for the material added. The rationale is that in the original appraisal, the costs for removal and transport of this material from NF lands is accounted for in the appraisal. If it is timber subject to agreement, appraisal costs have not been accounted for on the volume of material being removed, so K(T)-G(T).4.0.5 cannot apply. The material is required to be removed as stated in K(T)-C(T).1.1#.
21. In a scaled contract, if A.17 is inapplicable, enter J.1 Performance Bond into A.22 as inapplicable. Also, enter E.2.1.3 Periodic Payment Schedule as inapplicable in A.22. In a tree measurement contract, if AT.14 is inapplicable, enter JT.1 Performance Bond into AT.18 as inapplicable. Also, enter ET.2.1.3 Periodic Payment Schedule as inapplicable in AT.18.
22. In an IRTC, best value Technical Proposal is to be added to the contract, per G(T).3.1.1. If there is a conflict between the sample contract and the best value tech proposal, the proposal takes precedent. The final contract is to be changed or updated, PRIOR TO AWARD, to show the contractors’ specifications as to eliminate the conflict.
23. Contracting Officer is to keep all original proposals received for the advertised contract. These are to be kept with the “official” contract folder. If a non-winning contractor requests the return of their original technical and price proposals, the CO is to make a copy of both proposals and present the copies to the requesting contractor.

24. IRTC Offer Form

- a. R6 will only use the FS-2400-14BV Total Value Offer Form generated from TIM.
- b. In the Instructions to the Offerors; under **5. EVALUATION AND AWARD OF CONTRACT**, users are to fill in with one of the following statements "...All technical factors when combined, are *significantly more important than cost or price*, *approximately equal to cost or price*, or *significantly less important than cost or price*."
- c. R6 makes a Technical Proposal available in a word document format for use by contractors in preparing responses to stewardship advertisements. The Technical Proposal format is an addendum to the FS-2400-13BV offer form. Forests are to download it from the R6 Forest Products website, Stewardship webpage, and attach it as part of the offer form. Forests are to complete the table by listing the end results, specifications and objectives for each unit, and tailor the questions in the proposal to the conditions and requirements of the contract being offered. The template provides prospective Offerors with additional information on how to develop their proposals and what specific items to address or emphasize. The contractor does not have to use the form, but is to respond in their technical proposal to the questions in the provided form.

25. Prospectus - the following are mandatory for inclusion in the General section of the prospectus for all Integrated Resource Timber Contracts;

- a. All IRTCs are to include a unit volume summary at the end of the General section of the prospectus. The unit volume summary will have at least the Payment Units and Cutting Units for a FS-2400-13T contract, or Subdivisions and Cutting Units in a FS-2400-13 contract, volume by species and products by Payment Units or Subdivisions, and Cutting Units, total of volume to be removed by cutting unit, species and products. The unit volume summary can be combined into one table with the "**LOGGING SYSTEMS SUMMARY**" shown below in c.
- b. Insert the following table into the General section of the prospectus;

"LOGGING SYSTEMS SUMMARY - < > STEWARDSHIP CONTRACT"

Payment Unit # or Subdivision #	Cutting Unit #	Acres	Logging System	Remarks
<>	<>	<>	<>	<>
<>	<>	<>	<>	<>

"The above listed logging system(s) were used by the Forest Service in calculating the stump-to-truck cost in the appraisal. **The above listed logging systems are not required by the contract.** However, the contractor is to describe logging systems and yarding methods that will meet the end results as part of their Technical Proposal."

- c. Include a list of mandatory and optional restorative service type work activities in the general section of the prospectus in the following format. Below is a sample completed table;

See A.4.3 or AT.4.4, and K(T)-G(T).9 in the sample contract for more information

Project #	Mandatory or Optional (M or O)	Description <u>1/</u>	Unit of Measure	Quantity
001	M	Replace culvert on Road 3400 to allow for fish passage	Each	1
002	M	Precommercial thin and pile slash	Acres	300
003	M	Construct barrier to close Road 3540250 to reduce disturbance to wildlife	Each	1
004	O	Cut and leave in place trees for down woody debris	Acres	33

1/ insert same text as in K(T)-G(T).9.

- d. Construct a timeline, similar to the following, indicating the periods of restricted operations;

Table of Restricted Operating Periods Applicable to Timber Removal 1/

Restriction <u>1/</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Bald Eagle	X	X	X	X	X	X	X	X				
Ospreys			X	X	X	X						
Wet Soils	X	X	X	X	X						X	X

1/ Refer to contract provisions K(T)-G(T).2.4# and K(T)-G(T).3.1.5# in the sample contract for specific dates and restrictions.

- e. Select the Item Descriptions applicable to the contract being offered from the table below and enter the number of copies needed, and enter into the general section of the prospectus;

Contractors are to submit as part of their proposal the number of copies indicated below;

Item Description	# of Copies
Offer Form FS-2400-14BV signed by Contractor	1
Technical Proposal	5
Proposed progress schedule showing starting and completion dates of various phases of the work	2
List of proposed subcontractors and their intended work. Subcontractors must have Contracting Officer's Written approval prior to starting work on the project. Submit on Standard Form 1413.	2
Soil Erosion and Water Pollution Control Plan, as	2

applicable	
Designation of Contractor personnel describing responsibilities and authorities.	2 2/

On TIM form ADVR115, page 4 tab, under the Approximate Weight % column, enter 100 in the field next to “Other”. On the same form and page, enter the following statement under “Other Description “; “Evaluation of the above listed Factors is not based upon percentages, but upon the assessment by individual evaluation team members of the contractor’s Technical Proposal in meeting the specified end results, and upon the reasonableness of the contractor’s Price Proposal as determined by the Contracting Officer.”

R. Optional Units in the Integrated Resource Timber Contract

The Integrated Resource Timber Contract provides for Optional Units. Optional Units have merchantable products that need to be removed to meet restoration objectives. However, they typically have insufficient value to pay for the extraction of products and performance of other required restoration work. Optional Units and Mandatory Units in the same contract must be offered and paid for in the same manner, and are applicable to both tree measurement and scaling contracts. Forests can obtain target accomplishment credit for Optional Units when made into Mandatory Units. There are no Optional Units in the awarded IRTC.

1. Designation and Process for Optional Units:

- a. Mark and designate timber and unit boundaries using the same methods and processes as Mandatory Units.
- b. Cruising – Volume estimation in optional units will be done at the same time as mandatory units. An appropriate cruise method will be used. Optional Units will be stratified separately from the Mandatory Units and shall meet required stratum error. Optional Unit volume will not be included in the final cruise nor will it be used to calculate final statistics.
- c. Appraisal – develop an Advertised Rate for Mandatory Units only. Contractor work for road maintenance, brush disposal, erosion control, and road maintenance deposit are costed using volume, species, and requirements for Mandatory Units only.
- d. Sample Contract Package documents – all documents, except the Contract Area Map, Prospectus, and Offer Form, will reflect Mandatory Units only. Do not include Optional Unit volume as part of the offer volume in sample contract documents.
- e. The Contract Area Map will display Optional Units and shall be referenced in the legend as such. Display Optional Unit volume by species and product below the Mandatory Units on the Unit Volume Summary.
- f. R6-FS-2400-21, Sample Scale Information Form. This form is to be used when the contract requires Sample scaling or when 100% weight sales have two (2) products with different prices and separation of the products by sample groups is required to properly account for the value differences between the products. Sample groups must also be used when Mandatory and Optional units have different rates. Sample groups and frequencies are agreed to by Forest Service and Contractor and provided to the scaling organization when scaling and/or reporting services are being provided.
- g. R6-FS-2400-29, Scaler Information Form. This form is used to register the brand on scaled sales and provide contract information and scaling instructions, as agreed to by Forest Service and Contractor, to the scaling organization when scaling and/or reporting services are being provided. When a 21 form is used to assign sample groups and frequencies, include the sample data listed in the 21 form in block 9. Scaling Organization code # is assigned by the scaling organization for each established sample group.

2. Offer Form – Optional Units:

- a. Optional Units. If the contractor enters a Total Value for the Optional Units on the Offer Form, the Optional Units become Mandatory Units and the contractor is required to remove all Included Timber in the units to specifications listed in the contract. Optional Units that become Mandatory Units should be a consideration in evaluating Technical and Price proposals.
- b. Optional Units should be entered into TIM in ways that provide an incentive to the contractor to select all or some of the Optional Units. Units can be grouped by logging systems, access roads to the Optional Units, units with only one species to be removed, units with all but one species to be removed, etc. Optional Units can be listed separately, but should be limited to a reasonable number. See the following examples of grouped units that provide the contractor choices in adding treated acres and volume to the final awarded contract.
- c. Refer to the following examples of Section 14 of the Offer Form related to Optional Units;

Example 1 – Contractor accepts both Skyline and Ground based units with an entry into the Total Offer field (14(l)).

Optional Timber Cutting Units (Offering Optional):								
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Total Offer (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Skyline Yarding Units- 46, 47, 52, 54, Douglas-fir & Other Coniferous Species, Ponderosa Pine, Lodgepole Pine	Sawtimber	CCF	5,000 100 1,000	1.00	1.00	//////////	.59	N/A
Ground based units -31, 34, 35, 37, 39 on FS Road 2400-600, Douglas-fir & Other Coniferous Species, Ponderosa Pine, Lodgepole Pine	Sawtimber	CCF	3,420 980 770	1.00	1.00	//////////	.59	N/A
Minimum Acceptable Total Offer for Optional Timber Cutting Units, 14(k)						\$11,270.00		
Offeror's Total Offer for <u>Optional</u> Timber Cutting Units 14(l) 1/						\$		
1/ Total Value Offering: Forest Service to determine proportionate rates for Species and Products.								

Example 2 – Contractor accepts all listed volume with an entry into the Total Offer field (14(l)).

Optional Timber Cutting Units (Offering Optional):								
						//////////		
Douglas fir & Other	Sawtimber	CCF	8,420	1.00	\$1.00	//////////	.59	N/A
Ponderosa pine	Sawtimber	CCF	1,080	1.00	\$1.00	//////////	.59	N/A
Lodgepole pine	Sawtimber	CCF	1,770	1.00	\$1.00	//////////	.59	N/A
Minimum Acceptable Total Offer for Optional Timber Cutting Units, 14(k)						\$11,270.00		
Offeror's Total Offer for <u>Optional</u> Timber Cutting Units 14(l) 1/						\$		
1/ Total Value Offering: Forest Service to determine proportionate rates for Species and Products.								

TIM will prepare the Offer Form for Examples 1 and 2 above.

Example 3 – Contractor can accept either Skyline or Ground based units with an entry in one or both Total Offer (14(l)) fields.

Optional Timber Cutting Units (Offering Optional):								
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Total Offer (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Skyline Yarding Units- 46, 47, 52, 54, Douglas-fir & Other Coniferous Species, Ponderosa Pine, Lodgepole Pine	Sawtimber	CCF	5,000 100 1,000	1.00	1.00	//////////	.59	N/A
Minimum Acceptable Total Offer for Optional Timber Cutting Units, 14(k)						\$6,100.00		
Offeror's Total Offer for <u>Optional</u> Timber Cutting Units 14(l) 1/						\$		
1/ Total Value Offering: Forest Service to determine proportionate rates for Species and Products.								
Ground based units - 31, 34, 35, 37, 39 on FS Road 2400-600, Douglas-fir & Other Coniferous Species, Ponderosa Pine, Lodgepole Pine	Sawtimber	CCF	3,420 980 770	1.00	1.00	//////////	.59	N/A
Minimum Acceptable Total Offer for Optional Timber Cutting Units, 14(k)						\$5,170.00		
Offeror's Total Offer for <u>Optional</u> Timber Cutting Units 14(l) 1/						\$		
1/ Total Value Offering: Forest Service to determine proportionate rates for Species and Products.								

TIM cannot prepare an Offer Form for Example 3. Depending on the number of species in the Mandatory Units, and the number of Mandatory Projects, Example 3 will likely extend onto a second page. The user will need to view or print the draft Offer Form to determine the data for the Optional Units to be entered onto page 1a. In the following example of a completed page 1a, the skyline yarding units were displayed by TIM on page 1 of the Offer Form. Page 1a will have the Ground based units listed.

Optional Timber Cutting Units (Offering Optional):								
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Total Offer (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Ground based units -31, 34, 35, 37, 39 on FS Road 2400-600, Douglas-fir & Other Coniferous Species, Ponderosa Pine, Lodgepole Pine	Sawtimber	CCF	3,420 980 770	1.00	1.00	//////////	.59	N/A
Minimum Acceptable Total Offer for Optional Timber Cutting Units, 14(k)						\$5,170.00		
Offeror's Total Offer for <u>Optional</u> Timber Cutting Units 14(l) 1/								
1/ Total Value Offering: Forest Service to determine proportionate rates for Species and Products.								
Use this section as needed.								
Minimum Acceptable Total Offer for Optional Timber Cutting Units, 14(k)						\$		
Offeror's Total Offer for <u>Optional</u> Timber Cutting Units 14(l) 1/						\$		
1/ Total Value Offering: Forest Service to determine proportionate rates for Species and Products.								
Use this section as needed.								
Minimum Acceptable Total Offer for Optional Timber Cutting Units, 14(k)						\$		
Offeror's Total Offer for <u>Optional</u> Timber Cutting Units 14(l) 1/						\$		
1/ Total Value Offering: Forest Service to determine proportionate rates for Species and Products.								

Optional Units that become Mandatory Units will not be subject to escalation. This will serve as an incentive for contractors to take on the Optional Units. However, deposits for brush disposal and road maintenance are applicable to Optional Units.

- d. In adding Optional Units to the contract, TIM and TSA will have the same species at different rates. The contract can show, for example, Douglas-fir (DF) as required removal in both Mandatory and Optional Units. However, TIM and TSA will not allow the same species at different rates in the contract. To avoid this conflict, DF will be coded as DF in TIM and TSA for the Mandatory Units, but the DF in the Optional Units will be coded as a different species for the Optional Units. Use the following conversion table for entering the correct code in TIM and TSA for a species present in both Mandatory and Optional Units.

Species Conversion Table for use in TIM and TSA

Mandatory Units			Optional Units	
TEA Code	TIM/TSA Code	Species	TEA Code	TIM/TSA Code
2	ZZC	Green Biomass Convertible or Nonsaw	4	ZZZ
4	ZZZ	Hardwoods Tanoak	2	ZZC
15	WF	White Fir	98	SS
17	GF	Grand Fir	108	LP
19	AF	Alpine Fir	117	SP
21	SF	Shasta Red Fir	119	WP
22	NF	Noble Fir	122	PP
11	PS	Pacific Silver Fir	204	DF
41	PC	Port Orford Cedar	205	DF
42	YC	Alaska Yellow Cedar	211	RW
70	WL	Larch	242	RC
81	IC	Incense Cedar	263	H
93	ES	Engelmann Spruce	264	MH
98	SS	Sitka Spruce	15	WF
108	LP	Lodgepole Pine	17	GF
117	SP	Sugar Pine	19	AF
119	WP	Western White Pine	21	SF
122	PP	Ponderosa Pine	22	NF
204	DF	Douglas Fir East	11	PS
205	DF	Douglas Fir West	41	PC
211	RW	Redwood	42	YC
242	RC	Western Red Cedar	70	WL
263	H	Western Hemlock	81	IC
264	MH	Mountain Hemlock	93	ES
350	RA	Red Alder	122	PP

- e. If the contractor enters a Total Value for the Optional Units, the final awarded contract shall not contain references to or identify any units as “Optional Units”.
 1. Include all Optional Units as Mandatory Units.
 2. Edit the Contract Area Map to remove all references to Optional Units.
 3. Edit the Unit Volume Summary to remove all species/product volume references to Optional Units.
 4. Update applicable Special Provisions in the contract to include requirements and restrictions for the Optional Units.
 5. Deposits for Mandatory Units now apply to Optional Units. Do not recalculate deposits.
 6. Create replacement pages using regionally approved contract word documents that will include the Optional Units. Separate the Mandatory and Optional Units as shown in Appendix 12. Update A(T).1, A(T).2, A(T).3, and A(T).4 to reflect addition of Optional Units as Mandatory Units. These updated pages need to replace their counterparts in the TIM generated contract. See the sample contract in Appendix 12.
 7. The volume for the Optional Units will be recorded as add-on volume for target accomplishment when the contract is awarded. This is applicable whether the

contract was offered as tree measurement or scale. Follow standard procedures for reporting add-on volume.

- f. Contract Administration – Species and products in Optional Units are offered at different rates than in Mandatory Units. When the contract is a scale method, hauling of products from Optional and Mandatory Units should not occur during the same period of time to minimize financial and product accountability risks. However, hauling can occur at the same time if units with different prices for the same species and products will be on separate haul routes and are being delivered to different locations. Additional product accountability and monitoring by contract administrators, including on the route of haul, is needed to assure financial and product requirements are be met.

S. Timber Subject to Agreement

The contractor to be awarded the contract may not have entered a Total Value for the Optional Units. When this occurs, Optional Units are to be entered into the contract as Timber Subject to Agreement as part of the final awarded contract.

With Optional Units in the contract as timber subject to agreement, the Contracting Officer can agree with the contractor to remove either the skyline units, or the ground based units. It is not required for the contractor to agree to remove species and products from both the skyline and ground based units. The agreement will also include utilization specifications for A(T).2, contract rates for A(T).4, and other requirements and prohibitions associated with the agreed to units. See the following example of a completed table for K(T)-C(T).1.1# Timber Subject to Agreement.

Species	Product
Ground based units - 31, 34, 35, 37, and 39. Douglas-fir & Other Coniferous Species, Ponderosa Pine, Lodgepole Pine	Sawtimber
Skyline Yarding Units- 46, 47, 52, 54. Douglas-fir & Other Coniferous Species, Ponderosa Pine, Lodgepole Pine	Sawtimber
All	Biomass
All Landing piles along FS Road 56.	Biomass

T. Deposits

In an IRTC, deposits for Essential Reforestation, burning and road maintenance by the Forest Service, and cost share agreements, are to be included in the appraisal as in a regular timber sale. Base Rates (Minimum Rates) and Deposits must be paid for in cash by the Contractor, pursuant to E(T).2.2 Stewardship Credits, which may reduce participation of smaller local Contractors with limited financial resources.

A deposit for Brush Disposal (BD) can be collected on the work activities that can only be completed by the Forest Service. Criteria for collecting a deposit include; an experienced local Contractor does not exist, it would be cost prohibitive to bring in an experienced Contractor from outside the local community, the Contractor cannot be bonded due to the risk and/or liability associated with the work activity, and the quantity of work is so small that it would be more cost efficient for the Forest Service to complete.

IRTC provisions K(T)-F(T).2.1.3# DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (9/04) (DRES), and K(T)-F(T).2.1.4# DEPOSIT FOR ACTUAL RECONSTRUCTION (9/04) (DAR), collects deposits from the Contractor for the Forest Service to do road reconstruction related work, with any unexpended funds to be retained by the Forest Service. Include these provisions in stewardship contracts as they would be used in a regular timber sale. Do not use these provisions in stewardship contracts that have deficit appraisals, or if the engineering services are so minor that the costs to make the collections would exceed the deposits.

Deposits for road maintenance, surface rock replacement, or for cost share roads can be collected in IRTCs and used per Forest Service Manual and Handbook policy and direction. Deposit amounts are to be included in the appraisal of commercial products needing to be removed.

Contracts are not to include the option for the Contractor to turn back work to the Forest Service. Contractors, in their proposals, are to enter the cost to complete the work, or state they cannot do a particular requirement(s) or item(s). This is then considered by the team evaluating proposals.

Base Rates in the appraisal of an IRTC will be the greater of the total of Minimum Rates, or required Essential Reforestation. The minimum deposit to the Treasury of \$0.25/CCF will not be included as part of Essential Reforestation. Planting should not be included in an IRTC as a mandatory or optional projects as timber sale purchasers typically do not have experience, contacts, or knowledge in planting trees. However, if tree planting is needed, establish a Base Rate to collect the funds needed for Essential Reforestation. Also, excess retained receipts can be used in a standard service contract for seedling purchase, planting, and stocking surveys. Contract prep and administration is completed with appropriated funds.

U. 10-Year Contracts - IRTC

Calculate the length of an Integrated Resource Timber Contract in the same manner as a regular timber sale, except add 1-3 years to complete the restoration service type work activities depending on number and complexity of the work activities. The original contract length of an IRTC cannot be longer than 10 years. Integrated Resource Timber Contracts cannot be set up as Indefinite Delivery Indefinite Quantity contracts, or a contract with task orders.

V. Minimum Rates and Base Rates

The following Minimum Rates have been established for use in appraisals applicable to stewardship contracts and agreements having sawtimber and/or Green Biomass Convertible and using the unit of measure CCF; minimum rate for all sawtimber products is \$1.00/CCF, and \$.25/CCF for Green Biomass Convertible. For stewardship contracts and agreements having sawtimber and/or green Biomass Convertible and having a unit of measure of TON, minimum rate for all sawtimber products is \$0.34/ TON, and \$.01/TON for Green Biomass Convertible. Stewardship contracts that are 100% biomass will only have the Product of “BIOMASS” in the contract. 100% biomass contracts shall only contain biomass material and are to be offered with the unit of measure of TON. Minimum rate for this material will be \$0.01/TON.

Establish Base Rates for Essential Reforestation as in a regular timber sale.

W. Stewardship Appraisals

The law authorizing the use of stewardship authorities in natural resource management requires the value of products to be removed shall be determined using approved methods of appraisal. The law did not waive the requirement that products are to be offered at rates that approximate fair market value. Use the most current teacost.dat file and PQA spreadsheet in calculating advertised rates. Appraise for the most likely yarding system(s), appraisal point, haul route, contractual work, etc., to remove Included Products. These serve as Government estimates for completing the work and are used in evaluating proposals. Complete the analysis of advertised rates, and include the Unusual Adjustment, as indicated, to assure advertised rates approximate fair market value. Other appraisal related items include;

1. Needed restoration maintenance of non-haul roads are service type work items to be costed in the same manner as haul route road maintenance. Do not include a cost for the non-haul road maintenance in the appraisal.
2. Treatment of existing slash in harvest units, or more intensive fuel reduction in harvest units, or treatment of vegetative material in PCT units, are service type work items. Calculate the cost of completing this work which serves as the government estimate.
3. Complete the analysis of advertised rates and include the Unusual Adjustment as appropriate.
4. Only use the default competition factor as listed in the teacost.dat file.
5. Include T-specs used in timber sales to describe required road maintenance work. See the following weblink, http://www.fs.fed.us/database/acad/om/tsmaintenance_specs.htm
6. On the report side of the FS-2400-17, show only the successful Contractor and their offer for the products. This document can be shared with others outside the Forest Service.

X. Deficit Appraisals

In an appraisal where the total of the Indicated Advertised Rates (Line 24) is less than the total of the Base Rates (Line 25) shown in the Appraisal Summary, the project is deficit and will likely not receive proposals from Contractors. Consider doing one or more of the following actions;

1. Verify the cruise to assure Regional cruising methods and procedures have been implemented correctly, the cruise meets standards, no input errors, and that the volume is accurate.

2. Verify the work included is actually required and in the proper quantities.
3. Check calculations of roads and cost centers for accuracy.
4. Check for accuracy of input into TEA; look for transposed numbers.
5. Verify the most current teacost.dat file and PQA spreadsheet is being used.
6. Change to a cheaper logging system. Restoration objectives still need to be met.
7. Reduce or eliminate RM deposit by shifting RM work to the Contractor.
8. Eliminate from the appraisal and road reconstruction package Engineering Deposits pursuant to K(T)-F(T).2.1.3#.
9. Make Essential Reforestation a K-V Other project, if present.
10. If appropriated funds are available, rework the contract into an IRSC.
11. Change the project to a regular timber sale or standard service contract.

In an IRTC that is deficit, only removal of Included Timber will occur if proposals are offered and accepted. An alternative is to add treatment acres where commercial sawtimber needs to be removed in order to meet restoration and resource objectives. Add a sufficient amount to eliminate the deficit. If not available, the project is no longer an IRTC. Rework the contract to an IRSC if appropriated funds are available to add to the contract.

Y. Bonding and Wage Requirements

Generally, a performance bond will not be required. The decision on the need of a performance bond is to be based upon a risk assessment by the CO. Situations that may require a performance bond include large construction or reconstruction projects, large amount of Contractor brush disposal from commercial units with commercial trees, or in those situations as determined by the CO in which the interests of the Government need protecting.

If required, the performance bond will be only for timber removal units scheduled for operations. The restoration type service work does not have to be covered by a performance bond. Calculate the penal sum of the performance bond per FSM 2456.14. The CO should adjust the actual amount of performance bond needed to cover only required timber removal work in a harvest or work area, as compared to bonding the entire contract. The initial amount of the performance bond based upon the approved operating schedule should be included in the award letter.

Region 6 will not use a performance bond as security for felled timber in an IRTC.

Earned stewardship credits can be used as advanced deposits, and to pay for removed products.

Stewardship contracts permit Contractors to defer advance deposits for stumpage and required deposits under security of a payment bond until products are removed from the contract area, a statement of account is prepared, and a bill for collection is received. Payment bond, cash, or earned stewardship credits can be used to meet advanced deposits requirements. See FSH 6509.11k for payment procedures.

Other bonding and wage requirements related to IRTCs include the following:

1. Bid Guarantee – not required.
2. Down payment – not required.
3. Local prevailing wage rates or woods rates are used when estimating costs on both the product removal and procurement sides of the contract.
4. Davis-Bacon wage rates do not apply for specified road construction and reconstruction performed by the Contractor. However, if Contractor opts to have the Forest Service construct specified roads (turn back roads) and Forest Service performs construction

through a public works contract, Davis-Bacon wage rates will apply to the public works contract.

5. Service Contract Act wage rates do not apply on either the product removal or the service work items.

Z. Contract Changes and Modifications

Any changes to the Integrated Resource Timber Contract must follow the same process and procedures for changes related to a regular timber sale. Changes in an IRTC follow standard and special provisions contained in the contract. FSH 2409.15, 13.11a, Exhibit 04, shows the lowest level that a specific action or authority may be delegated.

Forests can receive additional attainment credit for volume added to an IRTC awarded as a tree measurement contract. Forests cannot receive additional attainment credit for volume added to a scaled contract (see section IV. D. Target Accomplishment for Included Products and Reportable Work Activities for more information).

AA. Extending Integrated Resource Timber Contracts

In an IRTC, Standard Provision I(T).2.3 Contract Term Extension contains requirements for an extension of the contract term date. However, at the end of the contract in which product removal is complete, but other required work is still to be done, the CO must use Form FS-2400-11, Waiver of Time Limit, to allow additional time only for the completion of slash disposal, erosion control, fire protection, or similar requirements. The CO must not allow more time for removing Included Timber from the contract area. Mandatory service type restoration treatments, and Optional treatments added by the Contracting Officer, are also to be completed by contract termination date. The contract cannot be extended to finish non-completed restoration treatments.

BB. Default of Integrated Resource Timber Contracts

In the event of a default by the Contractor, follow requirements contained in contract provisions of the IRTC. Receipts received from the contractor for timber hauled in an IRTC can be used to complete mandatory work activities. The required work can be added to the contract of another approved stewardship project, or for just service type restoration work activities, completed under a separate service contract.

CC. Offered Stewardship Contracts that Receive No Proposals

Stewardship offerings that do not receive proposals are to be discussed with timber Purchasers and Contractors. Rework the package to address their concerns, as appropriate. Update the appraisal to have the latest teacost.dat file, PQA, and indices and reoffer. Forests can opt to hold the contract to a later date when market conditions are more favorable, or Contractors and/or labor are available and capable of completing needed restorative treatments. Update the appraisal to have the latest teacost.dat file, PQA, and indices.

On IRTCs that receives no proposals, but a Contractor comes in later and expresses an interest in being awarded the contract, have the Contractor complete the offer form, and submit technical and price proposals that address the evaluation criteria that are acceptable to the Forest Service. It is possible to negotiate requirements and prices with the sole interested Contractor to the

satisfaction of the Government. If more than one Contractor expresses interest in the IRTC, utilize one the following options;

1. Contact each interested party and have them submit a completed bid form from the IRTC, with technical and price proposals. A shorter advertisement period is allowable, but should not exceed 14 days for submission of proposals to the Forest Service if the interested contractors were interested in the project originally. Proposals are evaluated by the Forest Service as in any other stewardship contract. The technical and price proposals that are selected represents the best value to the Government.
2. As per FSM 2432.63, the Forest is under no obligation to award a no bid stewardship contract to an interested party that comes in off the street and wants it. The Forest can elect to hold the contract to a later date with more favorable market conditions, or take the opportunity to rework the package and reoffer.

DD. Roles in Administering Integrated Resource Timber Contracts

The contract administration team in IRTCs includes personnel who administer timber sales, and CORs, and AQM Inspectors who administer service contracts. Named Engineering Representatives having the appropriate NCCP COR certification to meet CFR requirements are to be assigned to contracts with roads to be constructed and/or reconstructed. Timber sale FSR's, sale administrators, and inspectors report to the CO, or alternately as determined by the CO. AQM CORs or Inspectors are to be assigned to IRTCs to administer service type restoration work activities as needed. They will have the title of Inspector and report either to the sale administrator, FSR, or CO as determined by the Timber Sale Contracting Officer.

EE. Forms to be Used in Documenting Contract Inspections and Work Progress

The Engineering Representatives ERs/CORs for the stewardship road work are to follow the same documentation procedures for a Timber Sale, Integrated Resource Timber Contract, or a Public Works contract. The contract daily diaries for road construction work are to document the project for the Forest Service; the work orders, and non-compliance notices used to clarify issues with the Contractor. The documentation is done by named personnel who are inspectors-in-training, inspectors, or ER/CORs to protect the Government's interest. Documentation for road construction in stewardship contracts is to be consistent with NCCP requirements for ERs and CORs. Road work progress reports are to be cc'd to the Timber Sale Contracting Officer with a copy to the contractor.

Integrated Resource Timber Contracts are to use the FS-2400-131 and -131a for product removal and the contract daily diary for the service type restoration work activities. In documenting inspections and work progress, the FS-2400-131 and -131a are to be used in the same manner as in a regular timber sale. Contract daily diaries for documenting inspections and work progress are to be used the same as in a standard service contract. Use of the contract daily diary is to include a reference to the Project Number, 001, 002, etc., listed in K(T)-G(T).9#, in A.4.3 or AT.4.4., that is being inspected. Copies of the FS-2400-131 and -131a's, and contract daily diaries, are to be sent to the Timber Sale Contracting Officer.

FF. Documents to be Sent to the Regional Office

Send the electronic files of the following documents to the Regional Office **within 5 days of contract award**;

- For IRTC Contracts - Appraisal Summary
- FS-2400-13(T) - Report side of the FS-2400-17
 - Sections A.0 - A.22 for scaled contracts
 - Sections AT.0 - AT.19 for tree measurement contracts
 - Contract Area Map(s)
K(T)-G(T).9 Stewardship Projects, Project Maps(s), and
Government's Quality Assurance Plan for service type restoration
projects
 - Copy of winning Contractors' technical and price proposals
 - K(T)-G(T).3.1.5#
 - K(T)-G(T).4.1#
 - K(T)-G(T).4.2#

Alternatively, the Contracting Officer can email the link on the "O" drive where the contract is filed for the Regional Stewardship Coordinator to retrieve needed data.

V. Stewardship Agreements

Forests are to coordinate with the Regional Office in the use of agreements related to stewardship projects. Agreements and stewardship have separate authorities and their use must be compliant with both authorities without any conflicts.

FSH 1509.11, Chapter 70 provides guidance on stewardship agreements. Agreement templates have been developed and approved for use by the WO. Advice and assistance by the agreement specialist will be provided in the use of the draft templates. Forests contemplating stewardship agreements are to include their agreement specialists in the design and development of the agreement.

The use of stewardship authorities requires contractors who complete restoration work activities for the partner be selected on a best value basis. Forests using stewardship agreements are to work with AQM in the best value determination.

Stewardship agreements are to be entered into TIM to receive target accomplishment for the volume awarded, and into TSA for tracking volume removed, value of volume removed and work earned, and to facilitate any needed billing of the Partner.

Rate redeterminations on timber products due to changes in market, receiving less for delivered logs, or other conditions, are not applicable in an agreement or supplemental project agreement.

Agreement appraisals. Cannot be deficit. Partner is required to complete a sufficient amount of work from one or more of the cost centers to bring the appraisal up to breakeven, or slightly positive.

VI. Other Applicable Policy and Direction Related to Integrated Resource Contracts

A. Stewardship Contracting with the BLM

Forests are encouraged to work with the BLM in using stewardship authorities. Likely opportunities include those situations where stands cross both ownerships and treatment of the entire stand would better meet restoration objectives, treatment of a high priority or isolated stand near the others' ownership can be done in a timelier and/or cost efficient manner, etc. National Forest lands can be included in a BLM contract, and vice versa. Enter into MOU's to identify the CO, contract vehicle, other likely needed contract administration personnel, including the possible sharing of contract admin personnel, accounting for and use of receipts, allocation of any retained receipts, and any other requirements. Forest Service CO's shall only use an approved Forest Service stewardship contract template in completing stewardship restorative activities on FS and BLM lands.

In joint projects with the BLM, either with a BLM or Forest Service CO and contract, the quantity of products removed from National Forest lands needs to be entered into TIM for the Forest to receive credit for the volume awarded. The Forest is to enter into the appropriate database restoration service work awarded in the contract as to receive credit for the work awarded. Use the approved spreadsheets to track work progress and changes as in a regular stewardship contract.

B. Accounting

Integrated Resource Accounts are to be established in TSA for both the IRTC and IRSC with product removal. Complete automated timber sale accounting (TSA) in accordance with FSH 6509.11g Sec 71.2. See Appendix 4 for further details regarding TSA data entry.

Use nationally approved spreadsheets, Progress Report Stewardship Payments (PRSP) and Progress Report Stewardship Credits (PRSC) for both the IRSA and IRTC to calculate the monthly value of forest products removed, value of services rendered, and payments made, as to determine the amount of revenues and expenses. The spreadsheets also track changes in the contract; acres to be treated, projects added or dropped, etc. Refer to <http://fsweb.wo.fs.fed.us/fm/stewardship/index.shtml> for complete details related to completion of the PRSP and PRSC.

C. Use of Retained Receipts for Process Monitoring

As stated in Chapter 60 of FSH 2409.19, retained (excess) receipts may be used to defray the costs of project level multi-party monitoring. Multi-party monitoring is a process in which a team comprised of diverse interests representing Governmental and non-Governmental entities develop questions that will answer whether the project objectives were achieved, and work together to choose and/or develop methods for gathering the information.

FSH 2409.19, 67.2, 1, states "...Regional Foresters shall approve the use of retained (excess) receipts for project level monitoring." The WO has further clarified the statement in the Handbook to mean only process monitoring at the project level. The purpose of process monitoring is to answer questions such as the following;

1. Was the contract set up in a way to benefit the local community?
2. Did the data collected actually collect the appropriate data to resolve the collaborative group's issues and concerns?
3. Is the use of best value Contractor selection resulting in the best price and is it achieving the restoration objectives?
4. Did the contract include the collaborative group's recommendations as agreed to by the line officer?
5. Was the contract executed as envisioned by the collaborative group?
6. Is the appropriate data being collected to monitor the process of contract preparation and execution?

Process monitoring does not collect the data to answer the resource questions, but looks at the appropriateness of the steps/methods used to collect the data. Retained receipts can be used to fund process monitoring to defray the direct costs of the multi-party monitoring process as defined in FSH 2409.19, 67.2 c.

Local multi-party monitoring with similar specifications as the national contract can be contracted out and paid for with retained receipts if the local unit documents that the national effort does not meet its needs. Use of retained receipts is not allowed for project level environmental monitoring, including for environmental effects or effectiveness of mitigation measures or best management practices.

D. Receiving Target Accomplishment for Included Products and Reportable Work Activities

Credit for quantities of products removed, and for completing restorative service work, is received upon award of the contract. Credit for the volume in stewardship contracts is reported out of TIM. All integrated resource contracts are to be entered into TIM for this reporting requirement. Credit for the number of acres awarded in stewardship contracts and agreements is reported out of PAS. Forests are required to enter stewardship acres into the Corporate Data Warehouse (CDW) for reporting out of PAS. The following document contains step-by-step instructions on entering acres into the CDW; [Entering Acres into CDW.doc](#). Other restorative work activities accomplished via stewardship are entered into their respective databases for reporting purposes, i.e., TSI - WORKPLAN, fuels reduction - FACTS, noxious weed treatments - WORKPLAN, etc. See Appendix 5 for requirements related to reporting stewardship accomplishment.

Credit is received for timber subject to agreement in a tree measurement contract when the Contractor signs the agreement for removal of the product(s) from National Forest lands.

In contracts where the restorative work is to remove vegetative material from identified stands and deck it on landings, credit for treating these acres is received when the contract is awarded. The Forest can later sell this decked material in a separate non-stewardship contract and receive credit for the material to be removed when the contract is awarded.

On a 10-year contract, credit is received for volume of products removed, and acres, miles, etc., of included mandatory restorative treatments, when each individual task orders is issued and the data is entered into their respective databases used to report the accomplishment.

Biobased product estimated amounts and percentages in stewardship contracts are required to be reported when the contract is awarded. The following document provides step-by-step instructions on completing the required reporting;

- [Entering Biobased Product Percentages into TIM.doc](#)

Forests can receive credit for adding volume to a scaled stewardship contract under the following circumstances;

- Enlarging a unit boundary to treat additional acres, i.e., adding acres of like stand conditions above the road and to the ridge of an existing unit whose boundary currently stops at the road, and which results in significant additional volume.
- Adding blow down or salvage inside an existing unit which significantly increases the total unit volume to be removed.
- Adding units to the contract, i.e., new insect attacks or fire inside the contract area.

The Regional Office will review the changed condition(s), and the amount of work required to make the changes, and approve any volume to be added to a scaled stewardship contract.

Reporting for an IRSC shall be made in FPDS-NG in accordance with FSAR 4G37.715;

4G37.715 Reporting (for Integrated Resource Service Contracts)

(a) Reporting specific accomplishments under land management goals is managed by the Forest Management Staff in the Washington Office and field offices, as part of the Monitoring, Evaluation, and Reporting requirements included in the stewardship legislation.

(b) In compliance with FAR Part 4, Federal Procurement Data System-Next Generation (FPDS-NG), the following shall be manually entered into FPDS-NG by the Contracting Officer for awards accomplished with an integrated resource service contracts (IRSC) or traditional service/construction contracts using the stewardship authority.

(1) Manually enter the amount of appropriated funds obligated in the data point labeled “Action Obligation.”

(2) Manually enter the total contract value into the data point labeled “Base and All Options Value,” regardless of whether or not options are used under the contract.

(3) Manually enter the word “STEWARDSHIP” in the data point labeled “Major Program.” Use all capital letters when entering the word.

(4) Enter into the “Description of Requirement” data point the following information:

(i) Line 1: The word “Stewardship” for data reporting purposes

(ii) Line 2: “Value of Product = \$ _____”

(iii) Line 3: “Value of Service = \$ _____”

(iv) Line 4: “Total Value of Contract \$ _____” (this total should equal the amount noted at paragraph (b)(2)).

Appendix 1 - Regional Forester Letter Requiring Use of User Guide



United States
Department of
Agriculture

Forest
Service

Pacific
Northwest
Region

333 SW First Avenue (97204)
PO Box 3623
Portland, OR 97208-3623
503-808-2468

File Code: 2450/6320
Route To: (5100), (7700)

Date: May 14, 2008

Subject: Region 6 Stewardship Contracting User Guide

To: Forest Supervisors

The [Region 6 Stewardship Contracting User Guide](#) is now available for download and use by forests. The purpose of the guide is to provide the how-to's of stewardship contracting with the goal of achieving consistency between forests in stewardship contract preparation, implementation, and administration.

The information related to stewardship contracting was placed into a user guide as compared to a handbook supplement due to the continuing evolution of stewardship policy and direction at the national level, and innovation in the application and implementation of stewardship by forests in the region. Forests are encouraged to continue to expand the use of stewardship authorities, in collaboration with our interested stakeholders and publics, to benefit local and rural communities and restore terrestrial and aquatic habitats. The user guide will be updated as needed to remain current with the latest developments in stewardship contracting. Forests will be notified of changes with the updated version made available for download and use.

Forests are to use the guide in the same context as a handbook supplement. All stewardship contracts advertised or solicited after July 1, 2008 are to be consistent with the direction and how-to's contained in the Region 6 Stewardship Contracting User Guide. Any deviation from the user guide is to be discussed with the Regional Stewardship Coordinator.

Please contact Michael Daugherty at 503-808-2519 or Peggy Kain at 503-808-2662, if you have questions.

/s/Calvin N. Joyner (for)

LIZ AGPAOA
Acting Regional Forester

cc: Margaret Kain, Marianne K Klingler, Michael Daugherty

Appendix 2 - Stewardship Law

SECTION 347 OMNIBUS CONSOLIDATED APPROPRIATIONS ACT OF FY 1999, as amended by Sec. 323 of P.L. 108-7, 2003 (16 U.S.C 2104 Note)

"STEWARDSHIP END RESULT CONTRACTING PROJECTS"

(a) IN GENERAL. - Until September 30, 2013, the Forest Service and the Bureau of Land Management, via agreement or contract as appropriate, may enter into stewardship contracting projects with private persons or other public or private entities, to perform services to achieve land management goals for the National Forests and the public lands that meet local and rural community needs.

(b) LAND MANAGEMENT GOALS. - The land management goals of a project under subsection (a) may include, among other things -

(1) road and trail maintenance or obliteration to restore or maintain water quality;

(2) soil productivity, habitat for wildlife and fisheries, or other resource values;

(3) setting of prescribed fires to improve the composition, structure, condition, and health of stands or improve wildlife habitat;

(4) removing vegetation or other activities to promote healthy forest stands, reduce fire hazards, or achieve other land management objectives;

(5) watershed restoration and maintenance;

(6) restoration and maintenance of wildlife and fish habitat; and

(7) control of noxious and exotic weeds and reestablishing native plant species.

(c) AGREEMENTS OR CONTRACTS. -

(1) PROCUREMENT PROCEDURE. - A source for performance of an agreement or contract under subsection (a) shall be selected on a best-value basis, including consideration of source under other public and private agreements or contracts.

(2) TERM. - A multi-year contract may be entered into under subsection (a) in accordance with section 304B of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 254c), except that the period of the contract may exceed 5 years but may not exceed 10 years.

(3) OFFSETS. -

(A) IN GENERAL. - In connection with agreements or contracts under subsection

(a), the Forest Service may apply the value of timber or other forest products removed as an offset against the cost of services received.

(B) METHODS OF APPRAISAL. - The value of timber or other forest products used as offsets under subparagraph (A) –

(i) shall be determined using appropriate methods of appraisal commensurate with the quantity of products to be removed;

(ii) may be determined using a unit of measure appropriate to the contracts; and

(iii) may include valuing products on a per-acre basis.

(4) RELATION TO OTHER LAWS. - The Forest Service may enter into agreements or contracts under subsection (a), notwithstanding subsections (d) and (g) of section 14 of the National Forest Management Act of 1976 (16 U.S.C. 472a).

(5) CONTRACTING OFFICER. - Notwithstanding any other provision of law, the Secretary of Agriculture or the Secretary of Interior may determine the appropriate contracting officer to enter into and administer an agreement or contract under subsection (a).

(d) RECEIPTS. -

(1) IN GENERAL. - The Forest Service and Bureau of Land Management may collect monies from an agreement or contract under subsection (a) so long as collection is a secondary objective of negotiating contracts that will best achieve the purposes of this section.

(2) USE. - Monies from an agreement or contract under subsection (a) may be retained by the Forest Service and Bureau of Land Management and shall be available for expenditure without further appropriation at the project site from which the monies are collected or at another project site.

(3) RELATION TO OTHER LAWS. - The value of services received by the Forest Service or the Bureau of Land Management under a stewardship contract project conducted under this section, and any payments made or resources provided by the contractor or the Forest Service or the Bureau of Land Management under such a project, shall not be considered to be monies received from the National Forest System or the public lands under any provision of law. The Act of June 9, 1930 (16 U.S.C. 576 et seq.; commonly known as the Knutson-Vandenberg Act), shall not apply to stewardship contracts entered into under this section.

(e) COSTS OF REMOVAL. - The Forest Service may collect deposits from contractors covering the costs of removal of timber or other forest products pursuant to the Act of August 11, 1916 (39 Stat. 462, chapter 313; 16 U.S.C. 490); and the next to the last paragraph under the heading "Forest Service" under the heading "Department of Agriculture" in the Act of June 30, 1914 (38 Stat. 430, chapter 131; 16 U.S.C. 498); notwithstanding the fact that the timber purchasers did not harvest the timber.

(f) PERFORMANCE AND PAYMENT GUARANTEES. –

(1) IN GENERAL. - The Forest Service and Bureau of Land Management may require performance and payment bonds, in accordance with sections 103-2 and 103-2 of part 28 of the Federal Acquisition Regulation (48 C.F.R. 28.103-2, 28.103-3), in an amount that the contracting officer considers sufficient to protect the government's investment in receipts generated by the contractor from the estimated value of the forest products to be removed under contract under subsection (a).

(2) EXCESS OFFSET VALUE. - If the offset value of the forest products exceeds the value of the resource improvement treatments, the Forest Service and Bureau of Land Management may –

(A) collect any residual receipts pursuant to the Act of June 9, 1930 (46 Stat. 527, chapter 416; 16 U.S.C. 572b); and

(B) apply the excess to other authorized stewardship projects.

(g) MONITORING, EVALUATION AND REPORTING. - The Forest Service and Bureau of Land Management shall establish a multiparty monitoring and evaluation process that accesses the stewardship contracting projects conducted under this section. Besides the Forest Service and Bureau of Land Management, participants in this process may include any cooperating governmental agencies, including tribal governments, and any interested groups or individuals. The Forest Service and Bureau of Land Management shall report annually to the Committee on Appropriations of the House of Representatives and the Committee on Appropriations of the Senate on –

(1) the status of development, execution, and administration of agreements or contracts under subsection (a);

(2) the specific accomplishments that have resulted; and

(3) the role of local communities in development of agreement or contract plans.

Appendix 3 - Stewardship Roles and Responsibility

See the table below for a list of roles and responsibilities related to stewardship projects. Each project and/or contract is to complete the following table to identify persons with specific roles and responsibilities. Send an electronic copy of this form to the Regional Stewardship Coordinator at time of submission of Stewardship Contracting Proposal to Regional Forester for approval as a stewardship project, with updated versions sent upon award of the contract, and prior to the start of operations. Keep the completed form with the project/contract documentation. Required entry of a named individual at time of submission of Stewardship Contracting Proposal to Regional Forester for approval as a stewardship project is indicated with an asterisk (*).

Role	Responsibility	Designated Person's Name, Phone Number, e-mail address
Forest Supervisor *	Overall responsibility for stewardship projects on the forest. Recommends projects to Regional Forester for approval. Recommends person by name to Regional Forester to be delegated authority as Contracting Officer for a stewardship contract. See FSH 2409.19, Chapter 60.42b. Requests from Regional Forester specific amounts of retained receipts to be transferred to another approved stewardship project.	
District Ranger *	Overall responsibility for stewardship projects on the district. Primary lead in establishing and maintaining collaboration. See FSH 2409.19, Chapter 60.42c. Coordinates with AQM in defining local area for stewardship contract. Determines amount of retained receipts to be used to pay for incidental expenses related to project level multi-party monitoring. Recommends to Forest Supervisor amounts of retained receipts to be transferred to another approved stewardship project.	
Forest Stewardship Coordinator *	Provide overall guidance for stewardship process. Serve as liaison and information conduit between Forest and RO, and Timber and AQM on Forest. Arrange for necessary, internal training and information sessions. Reviews stewardship proposals for compliance with handbook, manual, and 16 U.S.C 2104 note, prior to sending to RO for Regional Forester approval.	

Role	Responsibility	Designated Person's Name, Phone Number, e-mail address
FS Collaborative Liaison	Usually the District Ranger, but can be delegated to a person with authority to act and speak for the Ranger. Provides sideboards for the project to the Collaborative, and FS policy and direction related to proposed work activities.	
ID Team Leader	Leads the completion of NEPA	
Project Implementation Lead * (usually the COR in an IRSC)	Host information sessions for prospective Purchasers. Lead contact for internal project specific questions during contract formulation and solicitation. Provides thorough review of contract package to assure map is complete, proper provisions are being used and correctly completed, technical specifications are clear and included, draft formal source selection plan is completed, etc. Lead for formulation of future contracts utilizing Retained Receipts. Completes required monthly report to Albuquerque Service Center of volume and value, work completed and credits earned, and other required upward reporting.	
FS Multi Party Monitoring Representative	Represent the Forest Service with the Multi-party Monitoring Team (MPMT). Assists the MPMT with the preparation of the annual report.	
Collaborative Group Representative on ID Team	A person appointed by the group and approved by the District Ranger to represent their interests on the inter-disciplinary team for the approved stewardship project.	
Field Implementation Lead	Oversee the field work associated with the Goods (product removal) and the Services (service work).	
Project Specialists	Lead resource contacts responsible for preparing required specifications for individual restoration work activities included in the contract.	
Contract Package Preparer	Prepares all contract documents: Prospectus, Advertisement, Solicitation, FS-2400-13(T), and IRSC. All technical aspects are prepared by the COR or resource specialist. All administrative aspects are prepared by a timber or procurement person, but both are to work together in the preparation of the final contract package to assure proper provisions (clauses) are included, and all required parts are complete and present.	
Source Selection Authority (SSA)	Per FSAR's, final authority to approve selection of Best Value. For contracts <\$500,000, SSA is the Contracting Officer. For contracts between \$500,000 and \$1,000,000, the SSA is the Regional Director of AQM, unless the CO holds a IIB Warrant. Contracts >\$1,000,000, SSA is the WO Director of AQM.	

Source Selection Evaluation Board (SSEB)	Utilize the Source Selection Plan to evaluate offers and determine Best Value Offer to the Government. AQM CO describes to the SSEB the process or procedures to be used in evaluating proposals. A member of the collaborative is encouraged to participate in the evaluation of technical proposals, but cannot see the prices of work or product value submitted by Contractors.	
SSEB Review	Review SSEB recommendation prior to submittal to SSA.	
Contracting Officer	Specifically name individual with delegated authority from the Regional Forester as a Contracting Officer (CO) on Integrated Resource Contracts. Prepares the final Source Selection Plan for the Best Value determination. Provide instructions and advice to SSEB, and recommendations to the SSA.	
FSR	Forest Service Representative for FS-2400-13(T). Can be assigned to an IRSC to assist with product removal, and be assigned duties related to completing service work, as qualified.	
SA	Sale Administrator for FS-2400-13(T) can be assigned to an IRSC to assist with product removal, and be assigned duties related to completing service work, as qualified.	
HI	Harvest Inspector for FS-2400-13(T). Can be assigned to an IRSC to assist with product removal, and be assigned duties related to completing service work, as qualified.	
ER	Engineering Rep for FS-2400-13(T). Can be assigned to an IRSC to assist with required restorative road work.	
Service Work COR	Contracting Officer's Representative (COR) for service work in Integrated Resource Contracts, and be assigned duties related to product removal, as qualified and needed.	

* Required entry of a named individual at time of submission of the Stewardship Contracting Proposal form to Regional Forester for approval as a stewardship project.

Appendix 4 - TSA System Changes for Stewardship Contracts

- Every new contract will be identified as either a stewardship contract or non-stewardship contract. TSA transaction 0103I has been reformatted to require entry of “Y” (yes it is a stewardship contract) or “N” (no it is not a stewardship contract) in field 62. If the indicator is “N” there is no change from the present in the way the contract is handled in TSA. If the indicator is “Y”, additional inputs and some restrictions will apply.
- TSA will accept stewardship designations with any prescribed contract form (i.e. 2400-2, 2400-3(P)(T), 2400-4, 2400-6 (T)). However if the contract form number is 2400-13(T) or SF33(T), the contract must be coded as stewardship (“Y” on 0103I transaction) in the TSA system.
- Stewardship contracts will not allow entry of “minimum to principal accounts” (unit of measure and rate) on TSA transaction 0104. However, the “minimum to principal accounts” entry is still required on non-stewardship contracts.
- All stewardship contracts require that a Stewardship Credit Limit on Transaction 1101I is present with the initial input of the contract. This limit may be adjusted during the life of the contract using a Transaction 1102M when the Contracting Officer approves an adjustment.
- The normal distribution accounts on a stewardship sale must include the stewardship suspense job code SCSDNG (TSA Fund ID 16), as well as the stewardship retained receipts job code SCrrff (where rr-region number and ff = forest number) (TSA Fund ID 19). A normal distribution percentage of 100% will be required in SCSDNG when the sale is input, and the system will maintain the SCSDNG at 100% throughout the life of the sale. Users have control of distribution to all normal distribution accounts using TSA transaction 4006R.
- An indicator (field 51) has been added to the 4006R transaction to document that the Regional Budget Officer has approved moving funds from SCrrff (stewardship retained receipts) to any other distribution job code, including SCSDNG.
- The down payment deposit requirement (TSA transaction 0801I) is now optional for all contract types. The user is not required to include a 0801I transaction with a new contract insert.
- A new edit has been added to TSA transaction 4002R which allows only specified road (SR) information to be input on stewardship sales. There are no provisions in stewardship sales authorizing the use of transferred in purchaser credit.
- Two new transactions have been developed to accommodate reporting the value of stewardship work performed by the contractor (4007R and 4008R).

TSA transaction 4007R is used to input stewardship credit values as they are earned or established. Earned stewardship credits are to be reported to TSA on a monthly basis. Have the appropriate officials sign and date the Progress Reports as documentation for the TSA data entry. Once established, these credits are used to offset above base rate amounts due for forest products removed by the contractor. If the contractor has paid cash for forest products removed prior to completing stewardship work, the above base portion in cash will be returned to the contractor’s account when the stewardship credit is established in TSA. The amount of stewardship credits established cannot exceed the current stewardship credit limit. Likewise, a stewardship credit limit may not be adjusted downward to less than the amount of credit that was previously shown

as established. To reduce the stewardship credit limit in this instance, the user would have to reverse the earned stewardship credit on a 4007R and then subsequently reduce the credit limit on the 1102R transaction.

When the value of the stewardship work performed by the contractor is greater than the total above base value of products, the Forest Service must pay the contractor cash for the difference. The payments are processed as any other contract payment through FFIS and, rather than making a payment directly to the contractor, the payment should interface as a credit on the Statement of Account in TSA. This will provide audit documentation that the payment was made. Additionally, TSA transaction 4008R is used to record these cash payments in TSA.

When cash payments are made to pay for stewardship in excess of available above base value, two transactions are required, the 4007R to establish the credit and the 4008R to record the payment in TSA. Both of these transactions are entered into TSA at the same time. This insures that credit for work items paid for in cash are not also used to offset charges for above base value of products removed.

- Stewardship related edits have been added to the sale closure edits.
 1. There is no remaining balance in the Stewardship Suspense Job Code (SCSDNG) for all categories of closures.
 2. Current stewardship limit equals the stewardship credit established.
 3. The total stewardship credit charged and cash paid to the contractor are equal to the stewardship credit established.
 4. Other closure edits remain unchanged.
- Stewardship changes do not affect the permits subsystem in TSA.
- Timber Sale Statement of Account changes:

If the contract is a Stewardship Contract, summary stewardship credit information will be displayed on the face of the Statement of Account in the renamed "Credits" column. Stewardship credit balances forward, as well as summary of stewardship credits established and stewardship credits paid in cash during the current month are reported here.

The Status of Timber Sale Contract Roads supporting report has been renamed to Status of Timber Sale Contract Roads and Stewardship Credits. If the contract is a stewardship contract, stewardship credit information and status is displayed on this report. The report displays the individual stewardship transactions processed during the month. Specified road information will also be reported as is currently done.

If the contract is not a stewardship contract there is no change to the Statement or its supporting reports.

- Timber Sale Synopsis changes:

The Synopsis notes whether or not the sale is a stewardship sale. Stewardship credit information, including current limits and adjustment information is displayed. If the contract is not stewardship, no additional information relating to stewardship is displayed.

- Changes to TSA Data Entry transactions:

0103 – Contract Basic Information – Code field 62 is a required transaction on a 0103I transaction. Code ‘Y’ to indicate when the sale is stewardship, code ‘N’ when the sale is not stewardship.

0104 – Contract Basic Information – If the 0103 transaction is coded with a “Y”, the UM and MN-Rate fields must be blank because stewardship does not require a minimum distribution amount.

0605 – Contract Small Business Option Data – Forms 13, 13T, 33, and 33T are added to the accepted contract forms for Small Business Option.

0801 – Down Payment Deposit Requirement – The transaction edits have been revised to make this input optional on all contract forms. The transaction will also allow zero input values.

1101- Contract Stewardship Credit – Original Limit – This is a new transaction. This transaction is required input on a stewardship project. The value entered is the estimated cost of the work that the contractor will do and also includes work associated with cash payments. A zero value is acceptable. Entry is not allowed when 0103 transaction is coded ‘N’ to indicate the sale is not stewardship.

1102 – Contract Stewardship Credit - Limit Adjustment - This is a new transaction. This transaction is used to adjust the Stewardship Credit Limit throughout the life of the project.

4004 – Down Payment Deposit Assignment – If a down payment amount is greater than zero it is entered on a 0801 transaction, this transaction identifies how (cash, stewardship credits etc.) the down payment is covered. Stewardship credit has been added to the list of acceptable coverage types.

4006 – Contract Normal Distribution Adjustments - Field 51 was added for the user to confirm that the Regional Budget Officer was consulted prior to removing any funds from the Stewardship Retained Receipts account. Use the WO form letter to document Regional Budget Officer approval prior to the adjustment being made. File this approval in the Stewardship contract folder. The value entered in field 51 must be “Y” when the from job code equals SCrrff and the value in field 51 must be blank when the from job code does not equal SCrrff.

4007 – Contract Stewardship Credits Established - This is a new transaction. This transaction is used to enter stewardship credits earned by the contractor during the current accounting period. When cash payments are made to pay for stewardship credits use the 4007R transaction to establish the credit and use the 4008R transaction to record the payment in TSA. To insure that credit for work items paid in cash are not also used to offset charges for above base value of forest products removed, enter both transactions during the same TSA processing cycle.

4008 – Contract Stewardship Cash Payment – Current Month. This is a new transaction. This transaction is used to report a payment to the contractor of the value of services performed that exceed the value of forest products granted to the contractor. In TSA this is used for information only. When cash payments are made to pay for stewardship credits use the 4007R transaction to establish the credit and use the 4008R transaction to record the payment in TSA. To insure that credit for work items paid in cash are not also used to offset charges for above base value of forest products removed, enter both transactions during the same TSA processing cycle.

Appendix 5 - Stewardship Reporting

A. Reporting from Databases

Without exception, data shall be entered into the appropriate database, as applicable, as part of the award process of the contract. Databases in which stewardship reporting is made are as follows; FACTS, FPDS (for IRSCs) PAS, RAR, TIM, TSA, WORKPLAN.

Accomplishment Code	Accomplishment Code Description	Unit of Measure	Source Database
FM-STEWARDSHIP-FN	Number of acres brought into stewardship contracts (acres of stewardship contracts/agreements awarded)	Acres	PAS
FP-FUELS-MECH-STWD	Percent of manually treated acres with byproducts used under stewardship contracting	Percent	FACTS
FM-BIO-ENERGY-STWD	Total biomass from small diameter and low value trees used for energy production under stewardship contracting	Green tons	TIM
FM-REF-STWD	Reforestation under stewardship contracting	Acres	Workplan
FM-TSI-STWD	Timber stand improvement	Acres	Workplan
FM-VOL-OFF-STWD	Timber volume offered for sale under stewardship contracting - appropriated	CCF	TIM
FM-VOL-OFF-SS-STWD	Timber volume offered for sale under stewardship contracting – salvage sale	CCF	TIM
FM-VOL-SOLD-STWD	Timber volume sold (awarded) under stewardship contracting – all funding sources	CCF	TIM/TSA
CR-RD-RECONS-STWD	Miles of road improved through stewardship contracting	Mile	RAR
RD-DECOMM-STWD	Miles of road decommissioned through stewardship contracting	Mile	RAR
FP-FUELS-ACRES-STWD	Acres treated in Condition Class 2 or 3 in Fire Regimes 1, 2, or 3 outside wildland urban interface (WUI) under stewardship contracting	Acres	FACTS
FP-FUELS-ALL-STWD	Hazardous fuels in Fire Regimes 1, 2, or 3 moved to a better condition class – WUI and non-WUI under stewardship contracting	Acres	FACTS
FP-FUELS-WUI-STWD	WUI high priority hazardous fuels treated under stewardship contracting	Acres	FACTS
VW-INV-WFF-STWD	Stewardship contracting watershed condition contribution	Number	Workplan
VW-NOX-WD-TR-STWD	Noxious weeds treatment with stewardship contracting	Acres	Workplan
WL-HAB-STWD	Terrestrial wildlife habitat restored or enhanced under stewardship contracting	Acres	Workplan
WL-LAK-RE-STWD	Lakes restored or enhanced under stewardship contracting	Acres	Workplan
WL-STR-RE-STWD	Streams restored or enhanced under stewardship contracting	Mile	Workplan
STEWARDSHIP	Contract Award	Dollars	FPDS

B. Reporting from TIM

For proper credit for target attainment in volume offered and awarded, all stewardship contracts and agreements are to be entered into TIM. The Washington Office will be using TIM and information entered at the Corporate Data Warehouse for tracking Stewardship volume accomplishment.

Instructions to TIM Users for entry of the Integrated Resource Service and Timber Contracts:

There is no change to information needed in Gate 3 from regular timber sales, except the stewardship indicator should be entered in Gate 3 on the Create Timber Sale form (Screen PREP101)

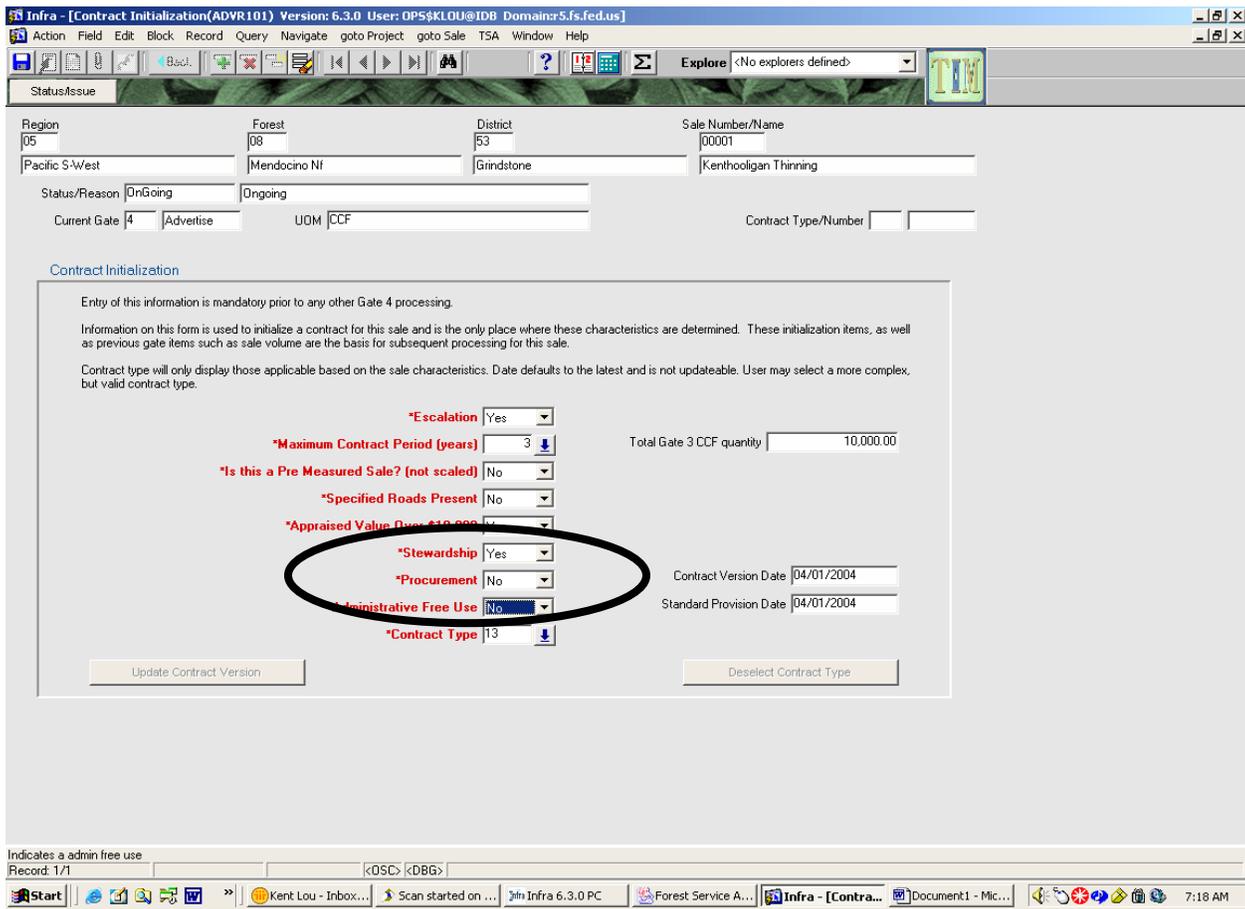
The screenshot shows the 'Create Timber Sale (PREP101)' form in the Infra application. The form is titled 'Create Timber Sale (PREP101) Version: 6.3.0 User: OP5\$KLOU@IDB Domain:r5.fs.fed.us'. It contains several sections:

- Contract Sales:** Fields for *Region (05), *Forest (08), *District (53), *Sale Number/Sale Name (00004), *State Abbreviation/Name/FIPS Code (CA, California, 06), *Primary County Name/FIPS Code (Solano County, 095), *Legal Description (short) Short, *Legal Description (long) Long, *Salvage MAR Accomplishment Percent (5), and Stewardship Sale (checked). The 'Stewardship Sale' checkbox is circled in red.
- Project Associations:** A table with columns *Project Name, Project ID, and *Percentage Of Sale By Volume. The first row is 'Update Thinning' with Project ID 00001 and Percentage Of Sale By Volume 100.
- Sale Objectives:** A table with columns *Sale Objective and *Percentage Of Sale By Volume. The first row is 'Forest and Ecosystem Health' with Percentage Of Sale By Volume 100.

The bottom of the form shows 'Record: 1/1' and '<OSC> <DBG>'.

When the stewardship contract or agreement enters Gate 4, the stewardship indicator is available to edit or change. For most stewardship contracts, the contract type selected in TIM will be either the FS-2400-13(T) or IRSC(T). Stewardship contracts and agreements are to proceed through the TIM gates and any specific information needed, such as service contract number, cost of service type restoration work activities, will be prompted for entry via checks in the TIM system.

For Integrated Resource Products Timber Contracts In the Contract Initialization Form (Screen ADVR101), answer the contract questions, but be sure to answer “**Stewardship**” as a Yes and the “**Procurement**” as a No for the Integrated Resource Products Contracts. By answering these questions as described, TIM will allow the 2400-13 or 2400-13T to be selected as the “**Contract Type**”, as shown below.



Integrated Resource Services Contracts In the Contract Initialization Form (Screen ADVR101), answer the contract questions, but be sure to answer “**Stewardship**” as a Yes and the “**Procurement**” as a Yes for the Integrated Resource Services Contracts. By answering these questions as described, TIM will allow the IR or IRT to be selected as the “**Contract Type**”, as shown below.

Infra - [Contract Initialization(ADVR101) Version: 6.3.0 User: DP5\$KLOU@IDB Domain: 5.fs.fed.us]

Action Field Edit Block Record Query Navigate goto Project goto Sale TSA Window Help

Explore <No explorers defined>

Status/Issue

Region: 05 Pacific S/West
 Forest: 08 Mendocino Nf
 District: 53 Grindstone
 Sale Number/Name: 00001 Kenthooligan Thinning

Status/Reason: OnGoing Ongoing
 Current Gate: 4 Advertise
 UOM: CCF
 Contract Type/Number: [] []

Contract Initialization

Entry of this information is mandatory prior to any other Gate 4 processing.

Information on this form is used to initialize a contract for this sale and is the only place where these characteristics are determined. These initialization items, as well as previous gate items such as sale volume are the basis for subsequent processing for this sale.

Contract type will only display those applicable based on the sale characteristics. Date defaults to the latest and is not updateable. User may select a more complex, but valid contract type.

*Escalation: Yes
 *Maximum Contract Period (years): 3
 *Is this a Pre Measured Sale? (not scaled): No
 *Specified Roads Present: No
 *Appraised Value Over \$10,000: Yes
 *Stewardship: Yes
 *Procurement: Yes
 *Administrative Free Use: No
 *Contract Type: IR

Total Gate 3 CCF quantity: 10,000.00
 Contract Version Date: 04/01/2004
 Standard Provision Date: 04/01/2004

Update Contract Version | Deselect Contract Type

Indicates a admin free use
 Record: 1/1 <OSC> <DBG>

Start | Kent Lou - Inbox... | Scan started on ... | Infra 6.3.0 PC | Forest Service A... | Infra - [Contra... | Document1 - Mic... | 7:18 AM

Users should enter stewardship specific fields in TIM for the contract types available. Additional fields are located in the Display/Enter Appraisal Results Form to input services value (ADVR109) for FS-2400-13/13T and IRSC contracts,

*Appraisal Zone: 1
 *Appraisal Base Period: 111
 *Appraisal Based on Specified Roads with Purchaser Credit: No
 Government Estimate for Services: \$145,555.00

and the Contract Preparation Information form (ADVR114) Page 2, for IRSC contracts to indicate procurement contract number and task orders:

Procurement Contract

Number: sdfsdafsdafas
 Task Order: sdfadfsa

Method of offer and offer form selections in Prospectus, Bid, and Misc Information form are restricted to those methods appropriate for stewardship contracts. Use the offer form from TIM for the IRTC, but not for the IRSC.

In Gate 5, Offeror(s) should be entered, and the value of the bid for products and services recorded. For all stewardship contracts, only the apparent high bidder can be entered. TIM will generate a FS 2400-17, TSA contract number, and create valid TSA initial entry and award transactions for each contract through its normal process. The Timber Sale Contracting Officer, or Procurement Contracting Officer, is to sign the TIM Gate 5 Certification Form.

The stewardship job codes should be entered in BID106 (Job Codes) prior to generating the TSA file(s). If these job codes do not currently exist on your system, but have been entered at TSA, the individual with either the TIM_FINANCE role or TIM_DM role can enter the job codes via Data Management for use by TIM.

Gate 6 does not change from normal processing of all contract types.

C. Biobased product estimated amounts and percentages in stewardship contracts are required to be reported by forests when the contract is awarded. The following documents provide step-by-step instructions on completing the required reporting;

- [Entering Biobased Product Percentages into TIM.doc](#)

D. Credit for the number of acres awarded in stewardship contracts and agreements is reported out of PAS. Forests are required to enter stewardship acres into the Corporate Data Warehouse (CDW) for reporting out of PAS. The following document contains step-by-step instructions on entering acres into the CDW; [Entering Acres into CDW.doc](#). Other restorative work activities accomplished via stewardship are entered into their respective databases for reporting purposes, i.e., TSI - WORKPLAN, fuels reduction - FACTS, noxious weed treatments - WORKPLAN, etc.

Appendix 6 - Letter for Full and Open Competition for Stewardship Contracts



Forest
Service

Washington
Office

1400 Independence Avenue,
SW
Washington, DC 20250

File Code: 6300/1580
Route To: (2400)

Date: November 17, 2009

Subject: Full and Open Competition for Stewardship Contracts

To: Regional Foresters, Station Directors, Area Director, IITF Director and Deputy Chiefs

Please provide this information to all contracting officers involved in Stewardship contracting. This letter is meant to clarify the existing and unique authority for Stewardship contracts. Integrated Resource Service Contracts over \$100,000 can be full and open competition without obtaining a Departmental waiver.

Section 347, Omnibus Consolidated Appropriations Act of FY1999, as amended by Sec 323 of P.L. 108-7, 2003 states, "(a) GENERAL. - Until September 30, 2013, the Forest Service and the Bureau of Land Management, via agreement or contract as appropriate, may enter into stewardship contracting projects with private persons or other public or private entities, to perform services to achieve land management goals for the national forests and the public lands that meet local and rural community needs."

Paragraph (c) (1) states, "PROCUREMENT PROCEDURE. - A source for performance of an agreement or contract under subsection (a) shall be selected on a best-value basis, including consideration of source under other public and private agreements or contracts."

Accordingly, the Forest Service may contract with other government entities as well as non-profit organizations. In order to reach non-profit organizations, the procurement should not be set-aside for small business, HUBZone small business, Service Disabled Veteran-Owned Small Business (SDVOSB), or 8(a) small business concerns. Therefore, **full and open competition should be used on all stewardship projects.**

Forest Service stewardship policy found in FSH 2409.19, Chapter 60 at 63.13 states: "When anything less than full and open competition is used for contractor selection, the forest supervisor must document and submit to the regional forester the reasons for the selection process used. Documentation submitted must include the level of competition to be used in the contracting process. Documentation of the level of competition must address all appropriate considerations pursuant to the Federal Acquisition Regulation found in Title 48, Code of Federal Regulations, Parts 6 and 19 (FSH 6309.32-FAR)."

Regional Foresters, Station Directors, Area Director, IITF Director and Deputy Chiefs

Within five working days of the end of the market research phase, a procurement notification shall be routed through the Chief of the Contracting Office to the Head of the Contracting

Activity Designee (HCAD) by way of the “proc policy” inbox as described below. The HCAD will sign the AD-1205, return a copy to the contracting officer, and submit to the United States Department of Agriculture Office of Small and Disadvantaged Business Utilization (OSDBU) for information only.

Procurement Notification requirements

- Form AD-1205.
- Description of the product or service to be acquired.
- North American Industry Classification System (NAICS) and Product/Service Code (PSC) selected.
- Length of Contract.
- Estimated value for first year and total for all years including options.
- No documentation need be submitted as requested in the Non-Restricted Determination section of the AD-1205.

Contact Byron Brown at (703) 605-4544 should you have questions.

/s/ Ronald E. Hooper
RONALD E. HOOPER
Director, Acquisition Management

cc: pdl wo ops aqm directors
pdl wo ops aqm Procurement Analysts
Richard Fitzgerald
Tim Dabney

Appendix 7 - Letter from Regional Forester in Use of Designation by Prescription



United States
Department of
Agriculture

Forest
Service

Pacific
Northwest
Region

333 SW First Avenue (97204)
PO Box 3623
Portland, OR 97208-3623
503-808-2468

File Code: 2430/2450
Route To: (6320)

Date: July 24, 2007

Subject: Use of Designation by Prescription in Stewardship Contracts

To: Forest Supervisors

The law giving stewardship authority to the Forest Service also gave us the ability to use Designation by Prescription (DxP). The stewardship law contains a section waiving the requirement in Section 14g of the National Forest Management Act (NFMA) which states, "Designation, marking when necessary, and supervision of harvesting of trees, portions of trees, or forest products shall be conducted by persons employed by the Secretary of Agriculture." With this waiver, the contractor can, when required by contract provision, select and mark trees to be left to meet stand objectives contained in silvicultural prescriptions.

The Washington Office has provided a national Special Provision, K-C.3.5.5# for implementing DxP. The provision requires Regional Forester approval for forests to use the provision, and has several paragraphs with fill-ins that permits tailoring of the provision to specific stand objective(s) in a stewardship contract. The provision also requires marking of the trees by the contractor to subsequently enable the Forest Service to approve the marking (designation) of Included Timber prior to harvest operations. The approval by the Forest Service signifies our agreement that the contractor's marking meets stand objective(s).

With this letter, I am approving the use of national Special Provision K-C.3.5.5# by all forests in those situations where it is appropriate to use DxP. I am also waiving within the national special provision the requirement for contractor tree marking on DxP treatment units. Forests are to analyze stands to determine the ones where DxP would be the optimum designation method, and the stands where marking trees is not necessary, to meet stand objectives. If the forest determines trees need to be marked by the contractor, the Forest Service will approve the marking prior to harvest operations. Only leave trees are to be marked with orange paint supplied by the contractor. The marking of the leave trees (LTM) should follow standard Forest Service procedures for tree marking. The cost of contractor tree marking is to be a service work item in the contract and not an appraisal cost. The marking of cut trees (ITM) in a DxP treatment unit is not approved.

Forests are reminded that Regional Special Provision K-C.3.5.7# (Option 1) is also available for use with DxP. Regional Special Provision K-C.3.5.7# (Option 1) can be used when DxP requirements cannot be met by using national Special Provision K-C.3.5.5#. The Regional provision allows for additional flexibility beyond the national provision, in specifying stand objectives and treatments to meet desired post harvest stand conditions. This provision can be used with or without contractor tree marking. Forests are also reminded that all contracts using DxP must have the products measured post harvest (scaled) for payments purposes.

The use of DxP requires a commitment of additional contract administration personnel to properly implement the prescription and achieve desired stand conditions. The risk associated with not meeting the prescription is too great to not have additional personnel making frequent inspections. It is important that contract administration personnel provide: feedback to the silviculturist developing each prescription to assure operational feasibility of the prescription, review the DxP provision in the sample contract for clarity and understanding, and discuss the implementation of the provision with the contractor at the prework meeting. It is critical that contract administration personnel be present the first days of on-the-ground operations to assure contractor personnel are implementing the prescription correctly. More frequent inspections, as compared to a regular timber sale, need to be made to assure attainment of the objectives and requirements of the prescription.

Please contact Michael Daugherty at 503-808-2519 or Mark Sigrist at 503-808-2933, if you have questions.

/s/ Linda Goodman

LINDA GOODMAN
Regional Forester

cc: Margaret Kain
Mark Sigrist
Michael Daugherty

Appendix 8 - Stewardship Resources on the Internet

Collaborating

Stewardship Contracting and Collaboration: Best Practices Guidebook

<http://www.sustainablenorthwest.org/quick-links/resources>

Contracting

Forest Service Contracting: A Basic Guide for Restoration Practitioners

<http://www.sustainablenorthwest.org/quick-links/resources>

Best Value and Stewardship Contracting Guidebook

<http://www.sustainablenorthwest.org/quick-links/resources>

Creating Local Benefit

Workforce/Contract Assessment and Action Planning

<http://ewp.uoregon.edu/publications/briefing>

Provides quick guides for assessing local contractor capacity and opportunities to create local benefit from service and stewardship contracting.

Case Examples of Stewardship Contracting

Redefining Stewardship: Public Lands and Rural Communities in the Pacific Northwest

http://www.ecotrust.org/publications/redefining_stewardship.html

Provides case examples of collaborative stewardship contracting projects on the Colville, Fremont-Winema, Shasta-Trinity, Siuslaw National Forests.

Innovation and Partnership: Case Study of the Siuslaw Stewardship Project

http://ri.uoregon.edu/programs/CCE/SC_Siuslaw.html

Provides case study and multi-party monitoring results from the Siuslaw Basin stewardship project.

Voices from the Siuslaw: Case Study of the Siuslaw Stewardship Group

http://ri.uoregon.edu/programs/CCE/SC_Siuslaw.html

Provides case study and multi-party monitoring results from the Siuslaw Basin stewardship project.

Background Information

Stewardship Contracting--Red Lodge Clearing House

<http://rlch.org/content/view/258/41/>

Provides general background information, definitions, and variety of links to other resources about stewardship contracting.

Appendix 9 - Sample Award Letter – Integrated Resource Service Contract

Blue Mountain Acquisition Management Area



United States Department of Agriculture	Forest Service	Malheur National Forest P.O. Box 909 John Day, OR 97845	Umatilla National Forest 2517 SW Hailey Avenue Pendleton, OR 97801	Wallowa-Whitman National Forest 1550 Dewey Avenue P.O. Box 907 Baker City, OR 97814
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File Code: 6320

Date: September 17, 2009

Subject: Solicitation No. AG-04M3-S-09-8114, Medical Springs Stewardship, La Grande Ranger District, Wallowa-Whitman National Forest

To: Columbia Helicopters, Inc.
PO Box 3500
Portland, OR 97208

This is to notify you that you have been awarded the contract for the Medical Springs Stewardship project. Your signed copy of the contract is enclosed. Award is being made for the base items and some of the optional items. Here is the breakdown for the work awarded under the contract.

Item No. 1	\$22,742.00	Job Code CMRD1609
Item No. 2.1	\$57,500.00	Job Code CMRD1609
Item No. 2.2	\$529,857.65	Timber Value will cover these costs
Item No. 3	\$242,894.35	Timber Value will cover these costs
Item No. 3	\$230,000.00	Job Code SC0616
Item No. 3	\$468,885.65	Job Code WFHF1609
Item No. 5	\$42,450.00	Job Code WFHF1609, award of units 5A, 9, 11, 15, 19, 23, and 38B only.

Additional work for Item Nos. 4 and 5 may be awarded via a task order in the future.

The Contracting Officer's Representative (COR) is Tom Burry and a copy of his designation is enclosed. Tom will be contacting you to schedule a post-award conference. Gary Dillavou will be assisting me in contract administration as a Contracting Officer with no signatory authority. If any documents require a Contracting Officer signature, that activity is reserved for me.

PLEASE DIRECT ALL CORRESPONDENCE TO GARY DILLAVOU AT THE PENDLETON ADDRESS LISTED ABOVE OR BY PHONE AT 541-278-3841. YOU MAY CONTACT ME AT 541-523-1210.

I LOOK FORWARD TO SUCCESSFUL COMPLETION OF THIS PROJECT.

Sincerely,

MARIANNE K. KLINGLER
Contracting Officer

Enclosures

CONTINUATION SHEET		Solicitation No. AG-04M3-S-09-8114			Page 2
Name of Offeror or Contractor Columbia Helicopters PO Box 3500 Portland, OR 97208					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	PAY UNIT	UNIT PRICE	AMOUNT
	<u>SCHEDULE OF ITEMS</u>				
1	Road Construction Job Code CMRD1609	1	LSQ	N/A	\$22,742.00
2.1	Road Maintenance Job Code CMRD1609	1	LSQ	N/A	\$57,500.00
2.2	Ground Base Logging No Payment – Timber Value	679	AC	\$780.35	\$529,857.65
3	Helicopter Logging Job Code SC061609(\$230,00.00) Job Code WFHF1609 (\$468,885.65) Timber Value (\$242,894.35)	490	AC	\$1,922.00	\$941,780.00
4	Clean/Thin (Not awarded at initial contract award)	490	AC	\$200.00	\$98,000.00
5	Clean/Thin Job Code WFHF1609 (\$42,450.00) (Units 5A, 9, 11, 15, 19, 23, and 388 only)	679 (283)	AC	\$150.00	\$101,850.00 (\$42,450.00)
	SUBTOTAL ALL ITEMS				\$821,577.65

Appendix 10 - Sample Award Letter – Integrated Resource Timber Contract

To be read into the Forest' Formal Letter Template

File Code: 2450
Route To:

Date:

Subject: Award of a Stewardship Integrated Resource Timber Contract

To: **(Name)**

Re: (Name of IRTC, Contract Number [#])

Dear Sir/Madam (**pick one**):

On **(date)**, you were determined to have provided the best value to the government for the **(name of stewardship contract)**, Contract Number **(#)**. Your Technical Proposal, as accepted by the Forest Service, will become a binding part of the contract.

Sealed offers were opened on **(date)**. **(Optional Additional Sentence When a Financial Review was Completed.)** We have reviewed the data and financial information you submitted per Forest Service request on **(date)** and have determined that you are a responsible bidder pursuant to 36 CFR 223.101, Determination of Purchaser Responsibility. **(Optional Additional Sentence When a Certificate of Competency Was Issued.)** We have received a Certificate of Competency from the Small Business Administration recommending award of the contract to you. **(Optional Additional Sentence When the Total Contract Value Exceeds \$10,000,000.)** We have received a favorable determination from the Department of Labor on the required Equal Employment Opportunity (EEO) Compliance Review. **(Optional Additional Sentence When Contractor Elects Forest Service Road Construction.)** As indicated on your offer form, you elected to have the Forest Service construct the specified roads and we have received an acceptable offer for construction of the roads. **(Add as part of Contract Award)** Your Price and Technical Proposals have been accepted and you are hereby awarded the stewardship contract.

(Add if a Performance Bond will be required, and the Contractor puts up cash) A performance bond in the amount of \$_____ is required. A Bill for Collection for that amount is enclosed. Your bond must be secured with cash. Cash deposited must be in form of bank draft, certified check, official bank or cashier's check, bank or postal money order, or company check. Since you are depositing cash as a performance guarantee, a bond instrument is not necessary.

(Add if a Performance Bond will be required, and the Contractors secures it with something other than cash) A performance bond in the amount of \$_____ is required. Your bond may be secured with corporate surety, deposited securities, irrevocable letter of credit, or assignment of savings account. Please sign the performance bond form. **(Requirements for Corporations.)** In addition, please impress the seal of your corporation. **(Additional Sentences if a Letter of Credit is Used.)** The form pledges your letter of credit as security. The letter of credit for performance bond must cover a period of at least one year beyond the contract termination date. **(Additional Sentences if a Surety bond is Used.)** A power of attorney for the person signing the performance bond form for the surety company must be attached to the form. A surety for performance bond must cover a period of at least 6 months beyond the contract termination date. An additional copy of the contract is enclosed for the surety company. **(Contractor Has a Blanket Payment Bond.)** Also, enclosed are three (3) copies of the Application for Addition to Blanket Payment Bond to be signed by you and returned to us for approval, if you want this contract covered by your present bond.

Enclosed is a complete contract, plus **(number)** additional copies of Page 1 of the contract for your signature. Execute and return all copies of the contract and all copies of Page 1, and make the required deposits by **(date)**. **(Include the following statement if a Performance Bond is required)** Also by **(date)**, you are to furnish a signed performance bond form with **(your letter of credit, a power of attorney, an assignment agreement)** attached. **(Additional Sentence for Businesses That Are Corporations.)** Your corporation secretary must certify the signature and affix your corporation seal. **(Additional Sentence for Businesses That Are Other Than Corporations.)** The signatures and addresses of two witnesses are required. The witnesses should write their names and addresses where required.

No additional time can be granted for returning the executed contracts or making the required deposits. **(Add the following sentence if a Performance Bond is required)** However, additional time may be granted to furnish a satisfactory performance bond. If time requirements for returning the executed contract and paying the required deposits are not met, it will be considered a repudiation of the contract. In such event, damages due will be determined in accordance with the contract provisions.

After our execution of the contract and upon receipt of other required deposits, an original and (number) copies of the contract will be mailed to you. **(Additional Sentence if the Contract Includes Specified Roads.)** In addition, (number) copies of the road plans will be mailed to you. **(Add the following sentence if a Performance Bond is required.)**The approved forms for your Performance Bond will be sent to you with the executed contract. **(Add the following Sentence if the Contractor Uses a Surety for Performance Bond and Forest Service Will Send Surety Contract.)** We will send a copy of the contract and bond form(s) to your surety. **(Additional Sentence if the Contractor Uses a Surety for Performance Bond and Contractor Will Send Surety Contract.)** We have enclosed a copy of the contract and bond form(s) for you to provide to your surety.

Your payments should be made to the address reflected on the Bill for Collection. If you choose to mail your payment, the cut-off time is 9:30 a.m. at the address shown. Payments that arrive after 9:30 a.m. will be deposited on the next business day.

Citibank
USDA Forest Service
P.O. Box 301550
Los Angeles, Ca 90030-1550

The address for overnight/courier delivery is:

USDA Forest Service
ATTN: Box 301550
5860 Uplander Way
Culver City, CA 90230

You also have the option of having your bank electronically transfer your payment directly to the Treasury to the Forest Service account listed on the Bill for Collection via FEDWIRE, to send your payment by messenger delivery (Federal Express, UPS, DHL, etc.), or by Express Mail. If you choose any one of these options, please contact this office for specific instructions.

Pursuant to 7 CFR 3017.335, you must require your subcontractors to include a certification for the subcontractor and its principals in any proposal submitted in connection with the subcontract proposal. The certification form was attached to the offer form. You may contact me for additional copies. You must keep the certifications on file until the termination date of the contract.

Please furnish us with a letter stating the name of your representative on the contract area who is authorized to receive, and act upon, notices and instructions from the Forest Service. The Forest Service Representative for this contract will be **(name of FSR)**.

(Requirement for Operating Schedule.) Prior to the start of road construction or logging activity, a written operating schedule or annual schedule of planned activities must be filed with the **(Contracting Officer or Forest Service Representative)** and annually thereafter. **(Additional Sentence if Blank Operating Schedule Forms are Enclosed.)** Blank forms are enclosed for your optional use.

(Optional Paragraph if Total Contract Value or Weighted-Average Bidding Was Used.) The bid premium has been distributed among all advertised species or species groups with estimated volumes, that are not fixed rate, included on the offer form. The bid rates are:

Species	Product	Unit of Measure	Estimated Quantities	Rate Per UOM \$

(Optional Paragraphs if There are Estimated Amounts of Certain Species or Products That the Contractor Must Remove.) In addition, there is within the contract area an estimated volume of **(species or product)** that is to be paid for at **\$(fixed rate)** per **(unit of measure)** for timber. **(Deposits are Lump Sum Amounts.)**

Additional deposits required for slash disposal total \$_____, and for road maintenance total \$_____. **(Or, Deposits Are based on Unit of Measure:)** Additional deposits required for slash disposal are \$_____ per **(unit of measure)** and \$_____ per **(unit of measure)** for road maintenance.

(Optional Paragraphs if there is Timber Subject to Agreement) In addition, there is within the contract area an unestimated **(volume) (unit of measure)** of **(species or product)** that will become Included Timber upon your written agreement with the Contracting Officer at **\$(fixed rate)** per **(unit of measure)** for timber. **(Deposits are Lump Sum Amounts.)** Additional deposits required for slash disposal total \$_____ and for road maintenance total \$_____. **(Or, Deposits Are Based on Unit of Measure.)** Additional deposits required for slash disposal are \$_____ per **(unit of measure)** and \$_____ per **(unit of measure)** for road maintenance.

(Add if Sale Requires a Deposit for Reconstruction Engineering Services.) In addition, this contract requires a Deposit for Reconstruction Engineering Services **(K(T)-F(T).2.1.3#)** in the amount of \$_____. This deposit shall be made at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to E(T).4.

(Add if Sale Requires a Deposit for Actual Reconstruction.) This contract requires a Deposit for Actual Reconstruction **(K(T)-F(T).2.1.4#)** in the amount of \$_____. A Bill for Collection is enclosed. Payment must be in the form of cash. Cash deposited must be in form of a bank draft, certified check, official bank or cashier's check, bank or postal money order, or company check. Payment must be made by the date the contract is required to be executed and returned to the Forest Service. Please note that the payment must be sent to the address shown on the Bill for Collection. A bank receipt for a wire transfer of the payment will be accepted as proof of payment. The receipt must be furnished by the date the contract is required to be executed and returned.

(Contract is for \$10,000 or More, Including Required Deposits.) The contract will require your compliance with the terms of Executive Order 11246, as amended, and regulations 41 CFR 60 – 50.5, which prohibit job discrimination on the basis of race, color, religion, sex, age, or national origin.

(Contract is for \$50,000 or More, Including Required Deposits, or if the Contractor May Have 100 or More Employees.) You may be required to submit Form SF-100, Employer Information Report EEO-1, on an annual basis in order to comply with the regulations contained in 29 CFR 1602.7, and within contract provision(s). All employers with 100 or more employees and all government contractors with 50 or more employees and a government contract of \$50,000 or more are required to file report EEO-1. Instructions on who must file, how to file, when to file and where to file are on the Equal Employment Opportunity Commission web site at www.eeoc.gov. Persons without internet access may address questions and request forms from:

EEO-1 Joint Reporting Committee
P.O. Box 78040
Washington, DC 02001-8040
Phone 1-866-286-6440

(Include When Contract is for \$50,000 or More, Including Required Deposits, or if the Contractor May Have 100 or More Employees.) Your subcontractors may also be required to file Form SF-100, Employer Information Report EEO-1, if the subcontractor employs 100 or more employees or the subcontract is for \$50,000 or more and the subcontractor employs 50 or more persons.

(Include in All Contracts \$10,000 or More, Including Required Deposits.) Two “Equal Employment Opportunity is the Law” posters are enclosed and are to be displayed in conspicuous places, available to all employees and applicants for employment. Additional posters may be obtained from this office.

(Optional Paragraph for West of the 100th Meridian. Note that R6 direction currently tells us not to request this form, but we can accept the information that is submitted voluntarily. We are not to take actions that would discourage the voluntary submittal of this information. Do not include this paragraph in the award letter until we receive direction that our authority to collect this information has been renewed by OMB.) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1997, as amended (16 U.S.C. 620, et seq.). You are required to submit Form FS-2400-59, Certification of Receipt and Disposition of Timber Originating From National Forest System Land. This form is to be submitted yearly and is due by March 1 for the period January 1 through December 31 of the previous year. This form may be obtained from any Ranger District office or the Forest Supervisor’s office. The requirements for branding and painting are listed in the contract.

(Optional Paragraphs When the Prospectus Offered Consideration of a Contract Term Adjustment on Other Forest Service Contracts to the Buyer of This Contract.) As stated in the prospectus for this contract, the Forest Service will consider a contract term adjustment on certain other Forest Service contracts to allow time for logging the timber in this contract designated as “in urgent need of harvesting.” To qualify for this adjustment, you must submit your request within 30 days of receipt of this letter. The request should list which contracts you want adjusted; the number of days requested, by contract; and how logging this contract would impact existing contracts.

(Contracting Officer to add any specific contract sale award requirements here:)

We appreciate your offer for this National Forest timber. Do not hesitate to call me at **(telephone number)** if I can be of assistance.

Sincerely,

NAME
Contracting Officer

Enclosures:
cc:

Appendix 11 - COR Designation and Contract Administration Delegation

DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (REF. FSM 6309.11 and FSH 6309.32)	CONTRACT NO.	FILE CODE 6320
	UNIT	
TO:	PROJECT	
	CONTRACTOR	

This is your designation as Contracting Officer's Representative to administer the above contract. Your major duties and responsibilities are contained in the Handbook of Contract Administration. You are delegated full authority under the contract, EXCEPT for the following actions which are reserved for the Contracting Officer:

1. XX.
2. Approve Change Orders and Amendments.
3. Take action to terminate the contract for default or Government convenience.
4. Make contract adjustments under the Differing Site Conditions clause.
5. Grant extensions of contract time.
6. Approve Assignment of Claims.
7. Make final decisions under the Disputes clause.
8. Make final acceptance under the contract.
9. Make final decisions under the Suspension of Work clause.
10. Make equitable adjustments.
11. Authorize change in amount of Payment Retention.
12. Approve subcontractors.
13. Approve payments.
14. Approve use and possession prior to completion.
15. Enforce the warranty provisions.

Payment Responsibilities:

When satisfactory work has been achieved during any period for which a partial payment is to be made, you may authorize payment for that work to be made in full. You may not approve payment for partially completed units.

Note: The COR's signature on a payment is certification by the COR that the payment is accurate, complete, and is a true reflection of the inspection results.

The attached list of actions related to product removal may be approved by the COR if the block is checked.

CONTRACTING OFFICER'S NAME (Print or Type)	SIGNATURE	DATE
--	-----------	------

CC: CONTRACTOR, FOREST, TECHNICAL AND DIVISION, CONTRACT FILES.

Note to CO – only check the blocks if the COR is qualified for the position noted. For example, if the COR is FSR qualified, then they can meet all actions. If they are Inspector qualified, they can only meet the action checked under INS.

Appendix B Contract Clause	Agreement or Action	FSR	SA	INS
BT.1	Agree to Subdivide Payment Units.	X		
C/CT.1.3.1	Designate damaged trees for felling.			X
C/CT.1.3.4	Agree to add minor amounts of timber.	X		
C/CT.1.4	Include unintentionally cut timber.	X		
C/CT.3.2	Mark dead or unstable trees. Agree to not require removal of material.		X	
C/CT.3.7	Agree to individual trees for operational needs.			X
C/CT.3.7	Agree to minor adjustments involving less than \$20,000 net/total.	X		
F/FT.1	Agree to location and clearing widths. Agree to use and designation of construction timber.		X	
F/FT.3	Approve simultaneous use agreement and revise rates. Agree to eliminate prehaul.	X		
GT.3	Authorize or reject Payment Unit release.	X		
G/GT.3.6.1	Conditionally accept road work.	X		
G/GT.4	Agree to not fall, or leave trees or pieces.		X	
G/GT.4.2.2	Agree to location of landings, tractor roads, and skid trails prior to construction.		X	
G/GT.4.2.3	Agree to skid on permanent roads.		X	
G/GT.5	Designate streamcourse crossing.		X	
G/GT.6.3	Designate cross ditches and water bars.			X
G/GT.6.5	Designate cross and water spread ditches.			X
K-C/KT-CT.1.1#	Agree to add timber.	X		
K-C/KT-CT.3.2.3	Notify Contractor of availability.	X		
K-D.4.7#	Agree to different schedule.	X		
K-F/KT-FT.1.0.1#	Agree to all aspects of temporary roads.		X	
K-F/KT-FT.2.2.1#	Agree to use of material found in excavation outside limits.	X		
K-G/KT-GT.4.2#	Approve logging plan that complies with the requirements.		X	
K-G/KT-GT.6.0#	Designate erosion control work on ground.			X
K-G.8.3.1#	Determine volume per load.	X		
K-G/KT-GT.8.1.1	Agree to methods to alert drivers.		X	
K-H/KT-HT.2	Grant permission for open fires and smoking.		X	
K-H/KT-HT.2	Approve blasting on other than roads.	X		
K-H/KT-HT.3.2	Agree to burning by Contractor.	X		

Appendix 12 - Optional Units – Completed Examples for the Integrated Resource Timber Contract

Contract Name: Washington Terrestrial Forest (WTF) Stewardship

Page 5

A.0–SPECIFIC CONDITIONS. The following conditions apply to the indicated provisions.

A.1 - Location and Area, applicable to B.1

This Contract Area of 1,580 acres more or less is located in: Sections 3, 4, 7, and 9, T33N, R4E, and Sections 12, 22, and 36, T31N, R5E, Willamette Meridian, Omgaga County, State of Washington.

A.2 - Volume Estimate and Utilization Standards, applicable to C.1, C.2, C.4, and G.4

Species	Product	Esti- mated Quan- tity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Units 2, 5, 21, 22, 24,27, 35, and 40 <u>2/</u>	Douglas-fir	8,600	CCF	8.0	1	8.0	7.0	40
Hemlock and Other Coniferous Species	Sawtimber	4,050	CCF	8.0	1	8.0	7.0	40
Units 1, 4, 7, 12, 15,18, 19, and 29 <u>3/</u>	Douglas-fir	5,400	CCF	8.0	1	8.0	7.0	40
Hemlock and Other Coniferous Species	Sawtimber	3,000	CCF	8.0	1	8.0	7.0	40
Timber Subject to Agreement under K-C.1.1#								
All	Biomass	Unesti- mated	CCF	4.0	1	8.0	2.0	N/A
Total Quantity		21,050						

1/ Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

A.3 - Timber Designations, applicable to C.3; acres are approximate:

	Number	Acres
Clearcutting Units (C.3.1)		
Specified Road Clearing (C.3.2)		
Overstory Removal Units (C.3.3)		
Understory Removal Units (C.3.4)		840 <u>4/</u>
Individual Trees (C.3.5)		1,265 <u>4/</u>
Incompletely Marked Timber (C.3.6)		

2/ Original Mandatory Units. Footnote is not part of the updated contract.

3/ Formerly Optional Units. Volume from the Optional Unit will be entered into TSA as **add-on volume**. Optional Units may have different Minimum Specifications than Mandatory Units. Footnote is not part of the updated contract.

4/ Includes Mandatory and Optional Units. Footnote is not part of the updated contract.

A.4 - Timber Payment Rates, applicable to D.1 and E.0

A.4.1 - Escalated Rates, applicable for Species and Products to be Paid for at Rates Escalated under D.2

Species	Product	Unit of Measure	Rates per Unit of Measure					Required Deposits Slash Disposal \$	Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$			
Units 2, 5, 21, 22, 24, 27, 35, and 40									
Douglas-fir	Sawtimber	CCF	1.00	12.58	1.50	14.08	1.15	186.42C	
Hemlock and Other Coniferous Species	Sawtimber	CCF	1.00	7.77	1.15	8.92	1.15	164.52B	

A.4.2 - Flat Rates, applicable for Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure					Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$		
Units 1, 4, 7, 12, 15, 18, 19, and 29								
Douglas-fir	Sawtimber	CCF	<u>2</u> / 1.00	<u>1</u> / 1.00	0.77	1.77	1.15	
Hemlock and Other Coniferous Species	Sawtimber	CCF	<u>2</u> / 1.00	<u>1</u> / 1.00	0.77	1.77	1.15	

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A.4 include payment of deposits for contract area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

1/ The following is not part of the final contract, but serves as an example for calculating contract rates.

Contractor entered a total value for the Optional Units on the Offer Form of \$20,000. Rates for the DF and H&O are calculated per FSH 2409.18, 56.2 - Exhibit 02. The Forest Service shall establish 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 bidder's total sale value bid rate divided by the minimum acceptable total sale value.

Bid Increase Factor: $\$20,000 / \$11,270 = 1.77$

DF rate $\$1.00 \times 1.77 = \$1.77/CCF$

H&O rate $\$1.00 \times 1.77 = \$1.77/CCF$

Appendix 13 - Summary of Changes to the R6 Stewardship ContractingUser Guide

August 2008 Update

- ◆ II., E. Stewardship and Timber Information Manager (TIM). Replaced existing paragraphs with the following paragraphs;

“Integrated Resource Service Contracts (IRSC) are to be entered into TIM. In Gate 3, enter the stewardship contract name, check the Stewardship Sale box, enter the unit(s), species, and volume information as in a regular timber sale. In Gate 4, on the Contract Initialization form, indicate Stewardship as Yes and the appropriate answer (Yes or No) for Procurement. See the TIM screen captures in Appendix 3, B. Manually enter the appraisal information, essential K-V, and select only the mandatory provisions. Do not print the contract as it will not be used to implement the project. The responsible line officer is to sign as approving line officer for Gates 1-4 certifications as required in TIM. The Contracting Officer (CO) is to sign Gate 5 TIM certification. Enter the IRSC into TIM prior to advertisement or solicitation.

Integrated Resource Timber Contracts, both the FS-2400-13 and -13T, are to be prepared using TIM. Until further notice, replacing some TIM generated pages will be necessary for the contract package to be consistent with current stewardship policy and direction. See Appendix 9 in the R6 Stewardship Contracting User Guide for a summary of changes users need to make related to TIM and the replacement of certain documents with R6 versions. An ongoing summary of changes to the R6 Stewardship Contracting User Guide will be included in Appendix 9.

All Integrated Resource Contracts are to be entered into TIM as TIM is the only source of upward reporting of target accomplishment for awarded volume in regular timber sales and stewardship contracts.”

- ◆ V., B, 1., c., made the following changes related to contract form and appearance;

“Appendix B of the IRSC, including inserted pages with tables, description, added specs and attachments, are to be in the same font size and style as the main IRSC contract, Times New Roman, font size 12. Other font sizes may be used for tables to maintain table format or appearance.”

- ◆ V., C, 1. c., The fill-in(s) for K(T)-G(T).9# Stewardship Projects are to be completed with the same text as in A.4.3 or AT.4.4;

Project Number 001 - <Project description from A.4.3 or AT.4.4>. See attached requirements and specifications.

- ◆ V., C, 2., Section title changed from “Offer Form” changed to “Bid Form”.
 1. The following paragraph replaces “a.”;

“R6 will only use the FS-2400-14BV Bid Form which can be used for both total value and weighted average offerings. However, the region will only use the pages preceding the Instructions to the Bidders. The R6 version of the “Instructions to the Bidders” will replace the TIM generated Instructions. The region will not use Percentages (%) for ranking evaluation criteria, but instead forest will choose one of the following for the fill-in, **5. EVALUATION AND AWARD OF CONTRACT**, in the Instructions to the Bidders; “...All technical factors when combined, are *< significantly more important than cost or price, approximately equal to cost or price, or significantly less important than cost or price >*.” The R6 Forest Products website on the Stewardship webpage has the approved FS-2400-14BV Bid Form for forests to use.”

2. Section “b.” is deleted as users no longer have the option to change the order of the evaluation criteria on first page of the Instructions to Bidders. It has been replaced with the following paragraph;

“Forests with the software to edit .pdf files are to replace the TIM produced Instructions to Bidders with the R6 version. Be sure to complete the fill-ins and number the page as in the TIM produced version. Forests without .pdf edit capability are to enter a prepared statement into the General section of the prospectus. See section V., C., 4., a., of the user guide for the wording of the statement.”

3. Section “c.” now says the following;

“R6 makes a Technical Proposal format available for use by contractors in preparing responses to stewardship advertisements. The Technical Proposal format has been made into an addendum to the FS-2400-13BV bid form. Forests are to download it from the R6 Forest Products website, Stewardship webpage, and attach it as part of the bid form. Forests are to complete the table by listing the end results, specifications and objectives for each unit, and tailor the questions in the proposal to the conditions and requirements of the contract being offered. The template provides prospective Bidders with additional information on how to develop their proposals and what specific items to address or emphasize. The contractor does not have to use the form, but is to respond in their technical proposal to the questions in the provided form.”

- ◆ V., C, 3., Prospectus. Forests are to add the following statements and tables to the General section of the prospectus;

“NOTICE TO ALL INTERESTED PARTIES: THE FOLLOWING ITEMS IN THE GENERAL SECTION OF THE PROSPECTUS ARE TO BE DISREGARDED BY PROSPECTIVE BIDDERS; INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS; EVALUATION, NEGOTIATION AND AWARD PROCESS; EVALUATION CRITERIA; POST AWARD DEBRIEFING OF OFFERORS. PLEASE REFER TO THE “REGION 6 VERSION OF INSTRUCTIONS TO BIDDER” AT THE END OF BID FORM FOR THE LATEST DIRECTION IN COMPLETING TECHNICAL AND PRICE PROPOSALS FOR BEST VALUE BIDDING.”

- ◆ V., C, 3., Prospectus. Forests are to add the following statement to the General section of the prospectus;

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

- ◆ V., C, 3., Prospectus. Added statement to “c.” and “d.” that the unit volume summary and summary of logging systems can be combined into one table.

- ◆ V., C, 3., Prospectus. Enter the following statement into the General section of the prospectus;

“SUBMISSION OF BIDS: Bids must be submitted to the Contracting Officer, designated by the solicitation as the receiving officer, at or prior to the time for receipt of bids. Such bids, and required copies, must be enclosed in a sealed envelope addressed to the designated receiving officer. The envelope should show on the outside (a) that it is a "Best Value Bid," and (b) the contract name or number, and the date and time of bid closing, as shown by the bid form. Bids received after the time specified on the bid form are late bids.”

- ◆ V., E., Prospectus.

E. In responding to the questions in the Technical Proposal, have the following statement and table as part of the Technical Proposal template. The end results, specifications and objectives are to be listed for each harvest unit;

“In preparing your Technical Proposal, the contractor is to keep in mind the following end results, specifications and objectives that 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, specifications and objectives are to be achieved.

LIST OF END RESULTS, SPECIFICATIONS AND OBJECTIVES TO BE MET WITH THE HOW-TO’S DESCRIBED BY THE CONTRACTOR’S IN YOUR TECHNICAL PROPOSAL	UNIT(S)
Describe measures Contractor will use to keep soil compaction to less than 20% of the harvest areas.	All
< include others from the Purpose and Need, and silvicultural prescriptions >	< units >”

- ◆ XIV. 10-Year Contracts

Made the following changes in this section;

1. Each task order will be a separate contract in TIM, and not entered into TIM as add-on volume.
2. The naming of each task order will be such that each task order is traceable back to the original 10-year contract.

3. Remaining receipts at the end of a 10-year IRSC contract can be used on another approved Integrated Resource Service Contract, and not required to be returned to the Treasury.

- ◆ XVIII., Stewardship Appraisals, ...appraising products in an IRSC, 3. The second sentence in the paragraph incorrectly provides direction on road maintenance deposits in appraisals;

1. To be replaced;

“In appraising an IRSC, all construction, reconstruction, and road maintenance will be service work items costed by the engineers using Service Contract Act (SCA) wages, or Davis-Bacon wage rates, as appropriate. If there are road maintenance deposits to be collected, enter the rate in the “Road Maint” field on the TEA input screen. If there are no road maintenance deposits to be collected, enter “0.00” in the “Road Maint” field on the TEA input screen. K(T)-F(T).3.1# - Road Maintenance is not part of Appendix B, but part of the Appendix C - Road Maintenance. Complete the tables and include T-specs as in an IRTC. See section XXIV “Roads, Road Maintenance and Stewardship Restoration Activities” for more information.”

Replacement direction;

“In appraising an IRSC, all construction, reconstruction, and road maintenance will be service work items costed by the engineers using Service Contract Act (SCA) wages, or Davis-Bacon wage rates, as appropriate. If there are road maintenance deposits to be collected, enter the rate in the “Road Maint” field on the TEA input screen. If there are no road maintenance deposits to be collected, enter “0.00” in the “Road Maint” field on the TEA input screen. Special Provision K(T)-F(T).3.1# - Road Maintenance is not part of Appendix B or C and does not need to be completed. See section XXIV “Roads, Road Maintenance and Stewardship Restoration Activities” for more information.”

2. Added weblinks for locations of timber sale and performance based t-specs to be used in IRTC and IRSC contracts.

- ◆ XX. Minimum Rates and Base Rates. Added the following statement;

1. Rewrote first paragraph to state that minimum rates for stewardship species are now the same as species in timber sales.
2. “Stewardship contracts of the 100% biomass will have the Product be “GRN BIO CV”. 100% biomass contracts shall only contain nonsawtimber, biomass type material, or both, and are to be offered with the unit of measure of TON. Minimum rate for this material will be \$0.01/TON.”

- ◆ XXI. Deposits. Clarified collection of K-V deposits from an IRTC can be used to complete, in an IRSC, the approved restoration project(s) approved in the SAI Plan from the IRTC. Also added the following to the section; “K-V and BD deposits, and SSF, are not to be collected on an IRSC per FSH 2409.19, 62.1 - Exhibit 01.”

- ◆ XXII. Brush Disposal/Fuel Treatments. Removed the reference to the provision in the paragraph.
- ◆ XXIV. Roads, Road Maintenance, and Stewardship Restoration Activities. Made the following changes;
 1. Changed direction on entering road maintenance costs into the appraisal of an IRSC,
 - a. As written, "...Enter into the TEA input screen the zone average road maintenance cost as the sale specific road maintenance cost."

Changed to, "...Enter "0.00" into the TEA input screen as the sale specific road maintenance cost.
- ◆ XIX., Deficit Appraisals. Added the following sentence to clarify use of excess receipts in deficit appraisals;

"In a deficit appraisal associated with an IRSC, Excess Receipts cannot be added to eliminate the deficit in the appraisal to bring indicated advertised rates up to base rates, but can be added to pay for restorative work activities approved as stewardship projects."
- ◆ Appendix 6 - Added the letter dated June 2, 2008 delegating CO authority to named acquisition management Contracting Officers.
- ◆ Numerous format changes were made for consistency throughout the user guide, and minor wordsmith changes were made too. None of these affect the meaning of the pre-change text.

January 2010 Update

User Guide has been reorganized into five (5) sections to contain pertinent policy and direction applicable to a particular topic all in one place. Policy and direction applicable to all IRCs is a new sections, applicable to IRSCs and IRTCs are in their own sections, stewardship agreements, and other applicable policy and direction.

Letter from Regional Forester requiring use of the user guide moved to Appendix 1.

Added topics including Naming of Integrated Resource Service Contracts and Task Orders Awarding Contracts on a Best Value Determination, Stewardship Contracting and the World Wide Web (www), IRSCs and the Timber Information Manager (TIM), Requirements for a Pre-Ad or Pre-Solicitation Meeting and Workshop, Product Accountability Requirements, etc.

Deleted definition for Excess Receipts as it was deleted from the October 2008 stewardship handbook Chapter 60. The definition of Retained Receipts was changed to match the definition in October 2008 stewardship handbook Chapter 60.

Wordsmithing for clarity in many sections of the user guide.

Introduction of “Operational Volume” into tree measurement IRSCs related to skid trails, skyline corridors, landings, etc. The volume is to be included in the offered volume, but is not to exceed ten percent (10%) of the original offer volume. Add a row labeled “Operational Volume 1” to the unit/volume summary table and enter this volume.

Instructions on Optional Units; show on Contract Area Map, list in unit volume summary table below the mandatory units, how to add in the contract, TSA, and the need for increased contract administration to meet fiscal and product accountability due to having the same species and products at different prices in the contract.

The January 2010 version will have a table of authorities for FSRs, timber sale administrators, and Harvest inspectors as to what they can do when administrating an IRSC.

Added “P. Awarding Integrated Resource Service Contracts” to section II to include required clause “**4G37.714 Contract Award**” which requires identifying in the award letter the payment of each item or work activity with the specific job code, or with product value.

Deleted in section I, “P. Adding NEW Treatment(s) to a Stewardship Contract”, as new work activities cannot be added to an awarded contract. Other contractors may protest as they did not have the opportunity to bid on the work, and it changes the scope and conditions of the original contract offer.

Added the following statement in section IV. AGREEMENTS... “Rate redeterminations on timber products due to changes in market, receiving less for delivered logs, or other conditions, is not applicable in an agreement or supplemental project agreement.”

To section III, “D. Creation and Use of Retained Receipts”, added latest national direction on adding retained receipts to an IRTC.

Added to section I, “P. Information Available to the Public Related to Integrated Resource Contracts and Agreements”. List some specific documents available to the public, and cites two FAR subparts relative to information that can be disclosed.

Changed in section II., C. IRSCs and the Timber Information Manager (TIM), “The Acquisition Contracting Officer (CO) or assigned COR is to sign Gate 5 TIM certification.”

In section I., A. Policy and Direction Applicable to All Stewardship Projects and Contracts, added the following statement; “. . .6. Stewardship contracts that will treat acres inside a wildland urban interface (WUI) are required by law to collaborate with local fire departments, interested publics, and city, county, state and tribal governments. Inform the local collaborative used for non-WUI stewardship projects of the proposed WUI stewardship project so they can participate in that project.”

Added Appendix 11 which is Form 6300-6 Designation of Contracting Officer’s Representative, and including a table delegating authority to Forest Service Representatives, Sale Administrators and Inspector to administer under the IRSC certain provisions in Appendix B, Timber Removal Specifications.

Added statement in II, B. Product Accountability Requirements that AQM Cos are responsible for implementing and monitoring for compliance with the product accountability plan related to IRSCs and task order orders with product removal. Added Appendix 12, R6 Timber Product Accountability Action Plan, to the user guide.

Added WO AQM letter as Appendix 6 that waives needed department approval for Full and Open Competition for Integrated Resource Service Contracts over \$100,000.

April 2010 Update

The needed correction/changes were discovered while presenting the user guide in the four sale prep workshops in the region during February and March 2010.

Timeframes were established for putting on the pre-ad and pre-solicitation meetings for parties interested in stewardship projects. See section I, N. Requirements for a Pre-Ad or Pre-Solicitation Meeting and Workshop.

A paragraph was added to section II defining SF-33 and SF-1449 contracts.

Sentence was added to Section II, E. stating...Transferred-in retained receipts, and product value, can be used for any work activity.

Added to II, F...IRSCs are to be solicited for a not less than 45 days on FEDBIZOPS, including a pre-solicitation period of at least 15 days.

Added to II, G...

2. Include a unit volume summary and logging systems summary in Appendix B.
3. Complete and include in Appendix B the Table of Restricted Operating Periods, Special Provisions K(T)-G(T).2.4#, K(T)-G(T).3.1.5#, K(T)-G(T).4.1#, and K(T)-G(T).4.2# with all requirements and restrictions. The contents and format are to be the same as those in the prospectus of the IRTC.
4. There is no "Normal Operating Season" in an IRSC.

Added to II, G...Operational Volume" is not applicable to scale contracts and agreements... provide the spreadsheets to the person responsible for TSA not later than the third day of the new month.

Added to II, H...(Include Government Quality Assurance Plan here)...

Added to II, H...As part of completing the road maintenance package in Appendix C, use the tables included in Special Provision K(T)-F(T).3.1# Road Maintenance Requirements. Use "P" in the tables to signify contractor "P"erformance.

Added to II, H...Erosion control is a service work item and is not to be included in the appraisal.

Added to II, H...as road maintenance deposits are not part of the appraisal.

Updated minimum rates in Section II, L... minimum rate for all sawtimber products is \$1.00/CCF...minimum rate for all sawtimber products is \$0.34/ TON...

Added the following for clarification in Section II, M...Also, assessments for overhead, facilities, replacement tools, smoke management, etc., cannot be paid for with retained receipts.

Added to section II, W... Alternatively, the Contracting Officer can email the link on the "O" drive where the contract is filed for the Regional Stewardship Coordinator to retrieve and use the data as needed.

Added to Section III, D...Retained receipts can be transferred to another stewardship contract with approval of the Regional Forester while the contract generating the receipts is still open and operating. Sufficient retained receipts are to be held on the contract so that when added to the remaining timber to be cut and removed, there is sufficient value to pay for remaining service work activities.

Added to section III, F...Integrated Resource Timber Contracts to be advertised for not less than 45 days.

Corrected the reference in section III, G... A.9 Scaling Instructions...FSH 2409.11, National Forest Log Scaling Handbook.

Updated minimum rates in Section III, O... minimum rate for all sawtimber products is \$1.00/CCF...minimum rate for all sawtimber products is \$0.34/ TON...

Added to section III, X, related to documents to be sent to the RO...K(T)-G(T).9 Stewardship Projects, Project Maps(s), and Government's Quality Assurance Plan for service type restoration projects

Updated letter in Appendix 8 to include latest delegations as Contracting Officers on stewardship contracts.

Deleted from section III, a., as this language is in the updated forms in TIM...

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

Deleted from section III, d., as this language is in the updated forms in TIM...

"Award of the contract 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 factors when combined, are 1/. 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 price advantage to the Government may control award."

1/ Enter one of the following; significantly more important than cost or price, approximately equal to cost or price, significantly less important than cost or price. This statement must be the same as listed in #5 in the Instruction to Bidders in the Bid Form.

Deleted from section III, e., as this language is in the updated forms in TIM...

"Offerors will be debriefed per requirements stated in FAR 15.505 and FAR 15.506. Any Offeror, upon written request received by the Contracting Officer within 3 days after the date on which the bidder has received notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award. Debriefings may be done

orally, in writing, or by any other method acceptable to the Contracting Officer."

Deleted from section III, g., as this language is in the updated forms in TIM...

"SUBMISSION OF BIDS: Bids must be submitted to the Contracting Officer, designated by the solicitation as the receiving officer, at or prior to the time for receipt of bids. Such bids, and required copies, must be enclosed in a sealed envelope addressed to the designated receiving officer. The envelope should show on the outside (a) that it is a "Best Value Bid," and (b) the contract name or number, and the date and time of bid closing, as shown by the bid form. Bids received after the time specified on the bid form are late bids."

March 2012 Update

Added section A. Applicable Laws, Regulations and Guiding Documents

Changed "green convertible biomass" to "green biomass convertible".

Added in Section III, O., and other places, that there is no Essential Reforestation in stewardship appraisals pursuant to the stewardship law.

Added item A. Landscape Level Stewardship Project Areas under section II to address large landscape level projects. Forests are to include all stewardship projects in A.4 Proposed activities so they can be approved by the RF under one umbrella Stewardship Contracting Proposal Form, instead of many forms as the projects come online for implementation in future task orders or agreements.

Rewrote II, L. Appraising Products in an IRSC to improve reading and clarity.

Added section L. 10-Year Contracts - IDIQ - with Task Orders – Multiple Contractors, Multiple Buyers (MCMB)

Added colors for IRTC contract cover page and standard provision section - (Yellow for FS-2400-13, blue for FS-2400-13T)

Added policy and direction related to use of the R6 Technical Proposal; "On TIM form ADVR115, page 4 tab, under the Approximate Weight % column, enter 100 in the field next to "Other"." The Region 6 amendment to the offer form, or the contractor's submitted form, will be used to evaluate Technical Proposals. The order of importance between the Technical Proposal and Price is identified in the Offer Form.

Added policy and direction, and how-to's, related to Optional Units in IRTCs. Added completed example to Appendix 14.

Added how-to's related to Timber Subject to Agreement as part of the Optional Units discussion.

Added a new award letter for the Integrated Resource Timber Contract.

Added updated versions of the following;

- RF CO delegation for the IRSC

Deleted Appendix 10 Sale Method Criteria List as it is available on the R6 FP website.

Deleted Appendix 15 Region 6 Timber Product Accountability Action Plan as it is available on the R6 FP website.

November 2012 Update

Removed references to MCMB IRSC IDIQ contract type per direction from WO and R6 NR Director. Also, removed references to Region 6 Policy and Direction on the Design and Implementation of Alternate Stewardship Contracting Formats Applicable to Integrated Resource Service Contracts User Guide. The user guide is no longer to be used.

Moved the following items from section 2 to sections 3 and 4 as both relate to IRSC and IRTCs; Project and Contract Area Boundaries, Stewardship Contracting and the World Wide Web (www), On-the-Ground Treatment Area Boundaries, Painting of Trees by the Contractor, Danger Trees, Salvage Sales and Stewardship, Stewardship Appraisals, Project Design and Preparation Requirements Applicable to All Stewardship Contracts, and Contract and Package Preparation.

Added the following item to sections 3 and 4; Forest Wide Stewardship Contracting.

Added requirement to list IRSCs on the forests' webpage where timber sales and IRTCs are listed with a link to FEDBIZOPS.

Corrected title to 'Operational Volume' in IRSCs to reflect it is only applicable to tree measurement contracts.

Corrected Optional Units' items to reflect what documents TIM can produce for users. Also, established a species conversion table for use in TSA and TIM when there are two of the same species and product in a contract, but at different rates.

Clarified use of timber subject to agreement in the IRSC and IRTC contracts.

Added IRTCs should be advertised for at least 45 days. Advertisement periods should be longer on large and/or complex projects. Consultation with the Regional Stewardship Coordinator is required for advertisement periods of less than 45 days.

Added statements saying Essential Reforestation is applicable to establish and collect only in IRTCs. Essential Reforestation is part of Base Rates.

Deleted letters designating persons as Contracting Officers on IRSC and IRTC contracts. Many of people designated in the letters have retired.

Deleted this document as it is no longer applicable, [Biomass Data Collection 12-21-06.doc](#).

Updated Appendix 5 Stewardship Reporting related to reporting requirements for target accomplishment.

Reduced the prep work that can only be completed by the FS to cruising and volume determination, and calculation of the number of acres from a traverse for a treatment area.

Added a statement to section III, R, 8. for the collection of co-op deposit for grass seed in an IRSC.

Corrected statements to say that ‘Retained receipts cannot be collected under an IRSC’.

Changed the entry into the prospectus related to the assessment of evaluation Criteria to say the following, “On TIM form ADV115, page 4 tab, under the Approximate Weight % column, enter 100 in the field next to “Other”. On the same form and page, enter under “Other Description “ the following statement; “Evaluation of the above listed Factors is not based upon percentages, but upon the assessment by individual evaluation team members of the contractor’s Technical Proposal in meeting the specified end results, and upon the reasonableness of the contractor’s Price Proposal as determined by the Contracting Officer.” This is added to clarify that the evaluation process is not based upon percentages, but upon evaluation by the members of the evaluation team.