

## INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

<b>Stewardship Contract Name :</b>	Reynolds Creek Stewardship	<b>Type of Contract :</b>	Premeasured
<b>National Forest :</b>	Stanislaus	<b>Ranger District :</b>	Groveland
<b>Bidding Method :</b>	Sealed Bid		
<b>Location to Receive Offers :</b>	Stanislaus National Forest, Supervisor's Office, 19777 Greenley Road, Sonora, CA 95370		
<b>Date :</b>	08/26/2013	<b>Time :</b>	04:30 PM

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

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

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

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

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

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

The Reynolds Creek Stewardship Project is approximately 2 airmiles northwest of Cherry Lake (T.2N., R.18E., Sec. 1-3, 9-16 & 22; T.3N., R.18E., Sec. 35; T.2N., R.19E., Sec. 5-8 & 18; T.3N., R.19E., Sec. 31; MDB&M). An estimated 20,694 CCF (11,719 MBF) of sawlogs and 3,140 CCF of non-sawtimber (biomass) is to be harvested on approximately 953 acres. This multi-product thinning project is to be whole tree harvested utilizing mechanized equipment with ground-based skidding. Within Payment Units 1-8, timber meeting minimum sawlog specifications (10.0 inches d.b.h.) within "Individual Tree Mark" (ITM) units has been marked with Green tree marking paint above and below stump height. Within Payment Units 1-9, Mandatory Stewardship Work Item Units (Cutting Unit # 226 only includes the tops of sawlog trees), material meeting non-sawlog (biomass) specifications has not been marked. This material is designated by description. Trees meeting sawlog and non-sawlog specifications are described in Sample Contract Provisions AT.2, KT-CT.3.5#, KT-CT.3.5.2# and KT-CT.3.5.3#. Non-sawlog material includes small green trees, tops of sawlog trees, cull and dead trees. Cutting Unit boundaries are designated with Orange tracer paint above and below stump height with associated white flagging.

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

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

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

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

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

#### Mandatory Timber Cutting Units :

Incense Cedar	Sawtimber	CCF	1,506.00	\$5.00	\$52.96	\$0.82	\$4.76
Lodgepole Pine	Sawtimber	CCF	13.00	\$1.00	\$1.00	\$0.82	\$4.76
Jeffery / Ponderosa Pine	Sawtimber	CCF	780.00	\$5.00	\$5.00	\$0.82	\$4.76
Sugar Pine	Sawtimber	CCF	514.00	\$5.00	\$5.00	\$0.82	\$4.76
Red / White Fir	Sawtimber	CCF	17,881.00	\$3.00	\$42.67	\$0.82	\$4.76

Minimum Acceptable Total Bid for Mandatory Timber Cutting Units : \$849,223.03

#### Only the Fixed Rate Applies :

Combined Softwood	Grn Bio Cv	CCF	3,140.00	\$.25	\$0.25	\$0.82	\$4.76
		<b>TOTAL</b>	23,834.00			\$19,543.88	\$113,449.84

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

Species	Product	Unit of Measure	Estimated Quantities	Rates Per Unit of Measure			
				Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Not Applicable

### Total Value Bidding:

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

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

This contract contains provisions for stumpage rate escalation. Tentative rates for timber, except Incense Cedar Sawtimber and Combined Softwood Grn Bio Cv apply, subject to quarterly adjustment during the contract period.

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$71,227.00 is included in total value.

**All of the mandatory stewardship work items, as shown in A.4.3 or AT.4.4 of the sample contract, shall be performed. Optional**

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

<b>Stewardship Schedule of Work Items</b>			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
<b>Mandatory Stewardship Work Items</b>			
01	HNSP; EC; ST; TILL, TOS & RM: Payment Units 1-9	Acres	953.00
02	Brush Rake Piling: Cut Units 212, 222, 243, 247, 842 & 843	Acres	11.30
<b>Optional Stewardship Work Items</b>			
03	Mastication/Shredding: Cut Units 232, 233, 244a and 244b	Acres	10.90
04	Reconstruction and culvert work on F.S. Road 3N21	Miles	.82
05	Reconstruction and culvert work on F.S. Road 2N81	Miles	.40
06	Road Decommissioning on F.S. Road 2N81A	Miles	.04
07	Road Decommissioning of F.S. Road 3N01T	Miles	.08
08	Road Decommissioning of F.S. Road 21907B	Miles	.12
09	Drainage Excavation and Barricade Placement on F.S. Road 3N01S	Miles	.35
10	Hand Thinning of Railroad Grades	Acres	2.00

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 06/01 and 10/31.

Contract termination date is 03/31/2018. Extensions of this contract may be granted only when the contractor has met specified conditions.

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

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

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

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

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

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

Road Number	Road Name	Traffic Service Level	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
03N01	MERRILL SPRING RD	B	11.03 / 17.75	\$44,643.69	R
02N85	Reconstruction	C	1.34 / 2.16	\$19,484.20	R
02N81	Reconstruction	C	0.2 / 0.32	\$3,168.20	R
03N21	Reconstruction	C	1.18 / 1.9	\$7,441.56	R
02N05	Reconstruction	C	3.77 / 6.07	\$25,744.71	R
03N22	Reconstruction	C	0.97 / 1.56	\$4,950.00	R
21802F	Reconstruction	C	0.18 / 0.29	\$1,835.54	R
02N05A	Reconstruction	C	0.67 / 1.08	\$10,476.86	R
02N65	Reconstruction	C	0.15 / 0.24	\$1,748.45	R
03N22A	Reconstruction	C	0.32 / 0.51	\$6,028.00	R
03N01T	Reconstruction	C	0.24 / 0.39	\$2,864.92	R
21802B	Reconstruction	C	0.45 / 0.72	\$3,692.90	R
21907B	Reconstruction	C	0.36 / 0.58	\$5,400.32	R

\* C = Construction  
R = Reconstruction

The required specified road completion date for all roads is 09/30/2015. If provision K(T)-F(T).1.3# - Road Completion Date has different dates for projects, this is the final road completion date.

Total estimated road construction cost allowed in appraisal is \$137,479.35

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

If Contractor elects Forest Service construction, the total estimated public works construction cost that would be paid in addition to current contract rates is \$214,467.78. See provision K(T)-E(T).1.2# - Amount Payable for Timber in the sample contract for additional information.

The following changes will be made to the sample contract when the Forest Service constructs specified roads:

A(T)3 - Timber Designations: "Specified Road Clearing" will be changed to "Construction Clearing" KT-CT.3.2.3

A(T)7 - Change the title to "Permanent Roads To Be Constructed by Forest Service."

A22 or AT19 - Make the following changes in A22 or AT19:

- Add KT-CT.3.2.3 - Construction Clearing.
- Add KT-ET.1.2# - Amount Payable for Timber.
- Add KT-IT.4.1 - Limitation of Performance by Other Than Contractor.

**9. ROAD MAINTENANCE.** Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based

on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision K(T)-F(T).3.2# in the sample contract. Maintenance specifications are in the sample contract.

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

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

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

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

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

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

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

- a. The Contractor has adequate financial resources to perform the contract or the ability to obtain them;
- b. The Contractor is able to perform the contract within the contract term taking into consideration all existing contracts and Governmental business commitments;
- c. The Contractor has a satisfactory performance record on similar type contracts. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the Contractor's control and were not created through improper actions by the Contractor or affiliate, or that the Contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Contractor is not responsible. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- d. The Contractor has a satisfactory record of integrity and business ethics;
- e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;
- f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

**18. SUSPENSION AND DEBARMENT CERTIFICATION.** Non-procurement debarments and suspensions are governed by the Government-wide common rules (7 CFR 3017). These rules require each contractor, to submit a certification for itself, its principals, and its affiliates when submitting an offer on stewardship contracts. The offeror must designate its status regarding debarment, suspension, and other matters as specified on the offer form. The offeror, by signing the offer, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the competition. Also, as a Contractor enters into transactions with subcontractors, these subcontractors must certify their eligibility. The certification titled "Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" must be provided to subcontractors, but completed certifications are not required to be submitted with the offer. Contractor must keep these subcontractor certification forms on file for review by the Forest Service, if requested. The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

**19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS.** Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, California Department of Industrial Relations, 1515 Clay Street, Suite 1901, Oakland, California 94612.

## **20. GENERAL.**

The Contract Type for the Reynolds Creek Stewardship Project is an Integrated Resource Timber Contract (IRTC) FS-2400-13T, Tree Measurement, escalated rate sale. The IRTC Contract is used when the value of the goods exceeds the value of services. As a result, If the Offeror's Total Bid for Mandatory Timber Cutting Units (Block 14g on Bid Form FS-2400-14BV) plus the \$785 value (3,140 CCF x \$0.25/CCF) of the non-sawlog products is less than the combined value of the Total Offer For Mandatory Stewardship Project (Item 15 on Bid Form FS-2400-14BV, Project #1), the offer may be considered non-responsive. The contract's appraisal determined that the biomass delivered value (estimated at \$30-38/green ton) compensated for the biomass haul costs.

The Project Activity Level (PAL), an industrial operation's fire precaution system, will be used on this project. The High - South Weather Station will be used to calculate Project Activity Levels. The "normal operating season" is from June 1 to October 31. The expected days per month at each PAL value for the "normal operating season" is as follows: June: A, 3 days; B, 6 days; C, 17 days; D, 3 days; EV, 1 day and E, 0 days; July: A, 0 days; B, 2 days; C, 16 days; D, 10 days; EV, 3 days and E, 0 days; August: A, 0 days; B, 1 day; C, 9 days; D, 14 days; EV, 5 days and E, 1 day; September: A, 1 day; B, 3 days; C, 10 days; D, 10 days; EV, 5 days and E, 1 day; and October: A, 3 days; B, 7 days; C, 13 days; D, 6 days; EV, 2 days and E, 0 days.

Harvest Operations and Road Reconstruction are subject to limited operating periods. See Special Contract Provisions KT-FT.1.2# - Use of Roads by Contractor, KT-GT.2.4# - Site Specific Special Protection Measures and KT-GT.3.1.5# - Project Operations Schedule for specific requirements.

If "hot saws" are utilized for harvest operations, additional special preventative measures are required. See Sample Contract Provision KT-HT.2.2# - Emergency Precautions for specific requirements.

Contractor will be required to subsoil landings, temporary roads and main skid trails. See Sample Contract Provision KT-GT.6 - Erosion Prevention and Control for specific requirements.

Stump height criteria: minimum stump height is 1.0 inches; and maximum stump height is 1/3 of stump diameter not to exceed 12 inches. Flush-cut stumps (maximum 4 inches in height) within 50 feet slope distance of 3N01. Stump height is measured from the uphill side.

Equipment is prohibited in the exclusion zone adjacent to protected streamcourses. The exclusion zone starts at the edge of the active channel where slopes rise uniformly from the stream or at the outer edge of: the first slope-break adjacent to the stream; flat or nearly flat ground

adjacent to the channel; obligate riparian shrub and/or tree communities associated with any of the above. See Contract Area Map for Skidding and Mechanical Harvesting equipment restrictions in relationship to these exclusion zones.

See Sample Contract Provision KT-GT.9# - Conservation Projects, for Stewardship Project Descriptions. Optional Stewardship Project #3 is comprised of mastication and associated work (10.9 acres). Optional Stewardship Project #4 is comprised of road work on F.S. Road 3N21 (0.82 miles). Optional Stewardship Project #5 is comprised of road work on F.S. Road 2N81 (0.40 miles). Optional Stewardship Project #6 is comprised of road work on F.S. Road 2N81A (0.04 miles). Optional Stewardship Project #7 is comprised of road work on F.S. Road 3N01T (0.08 miles). Optional Stewardship Project #8 is comprised of road work on F.S. Road 21907B (0.12 miles). Optional Stewardship Project #9 is comprised of road work on F.S. Road 3N01S (0.35 miles). Optional Stewardship Project #10 is comprised of railroad grade hand thinning (2.0 acres). See Contract Area Map for Project #1, #2 and #3 locations. See Road Drawings/Specifications for locations and work specifications for Projects #4, #5, #6, #7, #8 and #9. Acronyms in Block 15 on Bid Form FS-2400-14BV: HNRP - Harvest of Non-Sawlog Products (felling, skidding and chipping of non-sawlog material); RD - Road Decommissioning; EC - Erosion Control; ST - Slash Treatment; TILL - Tilling; TOS - Treatment of Stumps; and RM - Road Maintenance.

A pre-offer tour for prospective offerors will be held August 14, 2013 at 8:30 a.m. at the Supervisor's Office, 19777 Greenley Rd, Sonora, CA. Prospective offerors are highly encouraged to participate in this tour as well as inspect the project area on their own.

For Road Reconstruction, the Forest Service has appraised material from a commercial source in Jamestown, CA. Forest Service has not obtained any commitment for price, quality, or when, or if, such material would be available.

In addition to the \$0.82/CCF collection for Slash Deposits, there is a collection of \$4.76/CCF for Road Maintenance Deposits, and \$6.50/CCF for Surface Replacement Deposits.

Borax stump treatment is required on all conifer stumps greater than 14 inches in diameter within 4 hours of stump creation.

It is the intention of the U.S. Forest Service that all slash and biomass be removed from this project area. Contractor may, however, create one pile of residue at each landing. Pile specifications shall not exceed 15 x 15 x 10 feet high.

Corporations submitting an offer under this solicitation must include form AD-3030-FS Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants.

Notice of Litigation: Bidders are hereby put on notice that the Reynolds Creek Ecological Restoration (37261) Environmental Assessment NEPA document and associated decision, which provides the authority to conduct this project, is currently involved in litigation. This may result in contract suspension, modification, or termination. The contract provides for limited remedies in cases of suspension, modification, or termination due to litigation.

Due to likely litigation set forth in the notice provisions of the Prospectus, described above, the Contracting Officer is unlikely to award this contract until either the litigation is resolved or the high bidder signs a standard Pre-award Waiver, Release, and Limitation of Liability Agreement. A copy of the Pre-award Waiver, Release, and Limitation of Liability Agreement is available for review at the Forest Supervisor's Office.

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

## INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

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

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

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

OR

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

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

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

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

(ii.) Three copies of the technical proposal.

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

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

#### EVALUATION, NEGOTIATION AND AWARD PROCESS

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

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

#### EVALUATION CRITERIA

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

<u>Factor</u>	<u>Approximate Weight</u>
A. Price	50%
B. Technical Approach	20%
1. Plan of Operations	
2. Quality Control	
3. Contract Manager and On-the-Ground Supervisor(s)	
4. Equipment	
5. Production Capability	
C. Capability and Past Performance	15%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	10%
E. Other	5%

Use of local small businesses, including small business sawlog mills, shaving facilities and cogeneration plants.

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

Price proposals will not be scored.

**POSTAWARD DEBRIEFING OF OFFERORS**

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