

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name: Repete MP Stwd Type of Contract: Tree Measurement
National Forest: Klamath National Forest Ranger District: Salmon River

Method: Best Value

Location to Receive Offers: Klamath National Forest
Supervisors Office

Address: 1711 S. Main Street
Yreka, CA. 96097

Date: 09/19/2013 Time: 10:00 AM

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

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

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

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

3. LOCATION AND DESCRIPTION OF TIMBER AND STEWARDSHIP WORK ITEMS. Refer to the sample contract and contract area map attached to the sample contract for legal

location of contract area, location of payment units (Substitute “subdivision” for “payment unit” for scaled contracts.), 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 Repete MP Stwd contract is located approximately 80 miles southwest of Yreka, California and can be accessed via State Highway 3 southwest to County Road IC02, then southwest to Forest Service Road 38N40. The major portion of the sale is northeast. To access additional units continue on Forest Service Road 38N01.

The contract is designed for Cable, Tractor, and Mechanized logging systems. This is a weight scaled contract being sold in a unit of measure of TON. There is Combined Softwood sawtimber product estimated for 33,616 TON (9848 CCF or 5570 MBF). The combined softwood species represents 52.8% Douglas Fir, 28.7% Ponderosa Pine, 14.9% White Fir, 3.4% Sugar Pine, and .2% Incense Cedar.

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

				Rates Per Unit of Measure				
Species (a)	Product (b)	Unit of Measure (c)	Estimated Quantity (d)	Base Rate (e)	Advertised Rate (f)	Total Bid (g)	Additional Deposits for Slash Disposal (h)	Base Indices (i)
Mandatory Timber Cutting Units:								
Combined Softwood (CS)	Sawtimber (01)	TON (05)	33,616.00	\$0.00	\$1.88	//////////	\$0.96	N/A
						//////////		
Minimum Acceptable Total Bid for Mandatory Timber Cutting Units, 14(i)						\$ 63,198.08		
Only the Fixed Rate Applies.						Fixed Rate		

Total Value Bidding:

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

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

Timber Subject to Agreement					
Species	Product	Unit of Measure	Fixed Rates	Slash Disposal Deposits	Road Maintenance Deposits
Other Softwood	Grn Bio Cv	Ton	\$0.10	\$0.00	\$0.00

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

Stewardship Schedule of Work Items

Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items:			
001	Thin Trees 3.0 to 9.9 inches DBH, WTY, and Pile	Acre	55
Optional Stewardship Work Items :			
002	Thin Trees 3.0 to 9.9 inches DBH, WTY, and Pile	Acres	382
003	Chip and/or otherwise removal Biomass Material	Acres	233

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5. **PERIOD OF CONTRACT.** The normal operating season covers the period between 4/16 and 10/14.

The contract termination date is 10/15/2016. Extensions of this contract may be granted only when the Contractor has met specified conditions.

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

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

If an offeror elects to have the Forest Service construct specified roads, the contract shall provide for collection of not less than the full estimated cost of the roads stated in this prospectus, in addition to the current contract rate value and required deposits. Contract Form FS-2400-13T 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	Estimated Road Construction Cost	Type of Work *
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37N05	Black Gulch	C	1.04	\$5,239.00	R
37N28	Cecil View	C	.86	\$37,992.75	R
37N29	Cecil High	C	1.13	\$26,476.63	R
38N27	Cecil Point	C	9.31	\$35,402.60	R

* C = Construction
R = Reconstruction

The required specified road completion date for all roads is 06/30/2014 . 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 \$ 105,110.98 .

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 90 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 \$ 105,110.98 . 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 Sesignations: “Specified Raod 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 Section K(T)-F(T).3.2# and in the sample contract. Maintenance specifications are in the sample contract.

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

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

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

13. SET-ASIDE CONTRACTS. Not Applicable

14. LOG EXPORT AND SUBSTITUTION RESTRICTIONS.

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

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

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

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

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

- d. The Contractor has a satisfactory record of integrity and business ethics;
- e. The Contractor has or is able to obtain equipment and supplies suitable for completing the requirements of the contract;
- f. The Contractor is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

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

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

The certification forms and instructions for subcontractors transactions are provided as an addendum to the offer form.

20. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. Conduct of operations on this contract is subject to compliance with all OSHA

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

21. GENERAL.

This contract is being offered as a result of a prior no bid solicitation. This is not considered a re-offer due to the changed contract type and stewardship work.

The average DBH for the contract 16, this is an average between two cruises. The contract consists of one cruise for the roadside hazard trees designated as units 101 and 102, and another cruise for all other units.

Contract is designed for Tractor, Cable/Skyline, and Mechanized logging systems with whole tree yarding (WTY) to the landings.

There are three stewardship service work items within the contract. One mandatory work item and two optional work items. Optional work items may become mandatory upon award, in whole or part depending upon funding.

Mandatory stewardship work consists of thinning trees 3.0 inches to 9.9 inches in diameter at breast height (DBH) on 55 acres. Refer to the sample contract for specific units.

Optional stewardship work consists of thinning trees 3.0 to 9.9 inches DBH on 382 acres, and chipping and/or otherwise removing material meeting utilization standards for biomass on 233 acres. Optional work may be awarded in whole or a portion of specified acres. Upon award of optional item 3, chipping and/or otherwise removing biomass product, product will become timber subject to agreement and paid for at rates indicated in AT.4.2 of the contract.

Contract contains, but is not limited to, the following provisions. Prospective Offeror's are encouraged to review the sample contract and other documentation prior to submission of offers.

Contract contains timber subject to agreement for biomass material that meets utilizations standards specified in AT.2 of the contract.

Road maintenance requirements and Surface Replacement deposits are required. Maintenance consists of slide and slump repair, surface blading, and dust abatement. Surface replacement deposits are \$0.18 per TON during the normal operating season. Haul outside of the normal operating season is by written agreement with Forest Service approval and rates may be tripled.

Contract contains operations schedule where no operations may occur during February 1 to July 9, and February 1 to September 15. Refer to the sample contract for specific units or areas where limited operations are applicable.

Contract contains temporary facility installation and removal provision. This is to cross a stream course in Unit 28.

There are special erosion prevention measures within the contract. Refer to the sample contract.

The contract area requires lop and scatter in the hazard tree units (101 and 102) and machine pile all landings.

This contract contains KT-FT.2.2.1# Material Source. The Forest Service has designated a material source on Forest Service Land for use. However, not all material is available at this designated source.

The Forest Service has appraised local material not available on Forest Service designated source from Morris Gravel. Forest Service has not obtained any commitment for price, quantity, or when, or if, such material would be available. Offeror's must make their own determination of price, availability, quantity, and time material will be available.

The Project Activity Level (PAL), an industrial operation's fire precaution system, will be used in this sale. The Eastside Average SIG will be used to calculate the Project Activity Level. The "normal operating period" is from April 16 - October 14. The Expected Days per Month at each PAL value for the "normal operating period" is shown in the following table. Due to limited operating period constraints (KT-GT.3.1.5#), operations can only be conducted from September 16 to October 14.

PROJECT ACTIVITY LEVEL CLIMATOLOGY								
Station/SIG/Unit:		Eastside Average			Years Analyzed:			1989-2010
Month		Expected Days per Month at each PAL Value					Days Analyzed	
	A	B	C	D	EV	E		
April	10.3	9.6	8.4	1.5	0.3	0.0	585	
May	7.5	7.4	11.5	3.5	1.1	0.0	633	
June	4.0	6.7	14.6	3.5	1.2	0.0	628	
July	0.4	2.9	14.2	8.7	4.8	0.0	648	
August	0.2	2.4	10.2	9.2	8.3	0.7	649	
September	0.5	3.9	10.9	7.6	6.6	0.5	629	
October	5.0	6.7	13.1	4.8	1.3	0.0	668	
November	16.8	8.5	4.1	0.5	1.0	0.0	646	

The successful offeror is encouraged to request a DUNS number at the Data Universal Numbering System at <http://fedgov.dnb.com/webform> and register in the System for Award Maintenance (SAM) at www.sam.gov. This will expedite payments and refunds but is not required at this time. If you do not request a DUNS number and register at SAM all payments and refunds through the Forest Service Accounting System (FMFI) must be manually entered and hardcopy checks mailed.

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.

(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:

- Use of equipment that will provide resource protection
- Maximize the utilization of material (both sawtimber and biomass).
- Reduce the number of entries into units with equipment to reduce impacts.
- Schedule treatments that minimizes the impacts on local recreational users (trails and camps)

EVALUATION, NEGOTIATION AND AWARD PROCESS

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

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

Award Statement. Award will be made to that offeror (1) whose proposal is technically acceptable and (2) whose technical/cost relationship is the most advantageous to the Government. The critical factor in making any price/technical trade-offs is not the spread between the technical ratings, but rather the significance of that difference. The significance of the difference in ratings will be determined on the

basis of what that difference is and what it would cost the Government to take advantage of it. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for fulfilling the requirements of this contract. The Government reserves the right to make cost/technical trade-offs that are in the best interest and to the advantage of the Government.

EVALUATION CRITERIA

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

(i) Organizational Experience. Experience is the opportunity to learn by doing. The Government will evaluate each offeror's organizational experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective contract. The Government will not evaluate an offeror's organizational experience on the basis of the personal experience of the offeror's key personnel. However, the Government will consider the extent to which the offeror's key personnel have worked together in the past. The Government will evaluate the organizational experience of the offeror's proposed key subcontractors.

(ii) Organizational Past Performance. Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local laws and regulations. The Government will contact some of each offeror's customers to ask whether or not that: (1) that the offeror was capable, efficient, and effective; (2) the offeror's performance conformed to the terms and conditions of its contract (specifications); (3) finished within the contract time; (4) the offeror was reasonable and cooperative during performance; and (5) the offeror was committed to customer satisfaction. In evaluating past performance, the Government will contact some of the references provided by the offeror and other sources of information, including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases. The Government may evaluate the organizational past performance of the offeror's proposed key subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

Price proposals will not be scored.

POSTAWARD DEBRIEFING OF OFFERORS

- (a)
 - (1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in shall be debriefed and furnished the basis for the selection decision and contract award.
 - (2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request.

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