

KT-GT.9# - STEWARDSHIP PROJECTS (09/2004)

Performance of stewardship projects shall be in accordance with the following specifications.

DESCRIPTION AND SPECIFICATIONS OF STEWARDSHIP PROJECTS

END RESULTS STATEMENT FOR STEWARDSHIP CONTRACT: The intent of the end results statements is to explain what final product is being sought on the ground. This contract is a request for proposals where in we are mixing traditional timber sale contract work and service contract work in the same Stewardship Request for Proposals. There are several ways to accomplish the final end results, and several different pieces of equipment that could be used to accomplish the requested objectives. Proposals from bidders will be evaluated based upon listed criteria which include meeting the end results and related specs, as outlined, how soon the work can be accomplished. Bidders, in addition to filling in the required bid amounts requested in the schedule of task items and the timber bid price, should include a detail proposal as to how the work will be accomplished in each of the units as shown on the contract area map.

Mandatory Stewardship Credit Project Item 1.0 – Treatment and Piling of Biomass Material (3 foot to 4.9" DBH) in Unit 2

Task Item: Cutting and piling of all biomass material (3-foot tall – 4.9" DBH) in Unit 2.

Specification: Thin and pile all designated pine trees from 3-foot tall – 4.9" DBH trees. All cut trees shall be cut to a maximum stump height of 6 inches and no live branches will be left attached to the stump. All Slash will be piled following the specifications outlined in KT-GT.7# and KT-GT.9# Slash treatment. Some slash will be scattered for erosion control.

Mandatory Stewardship Credit Project Item 1.1 – Removal of all created slash In Unit 1 (Approximately 398 Tons)

Task Item: Total removal all slash from thinning all trees 5.0" to 24.0" DBH.

Specification: All slash created from thinning 5.0" to 24.0" DBH trees will be removed. This includes all limbs and tops of trees. No Slash is to be piled. In consultation with the Sale Administrator, some slash will be scattered for erosion control along skid trails and landings.

Optional Stewardship Credit Project Item 2.0 - Removal of all created slash in Units 2 and 3 – (Approximately 1,053 Tons)

Task Item: Total removal all slash from thinning all trees 5.0" to 24.0" DBH.

Specification: All slash created from thinning 5.0" to 24.0" DBH trees will be removed. This includes all limbs and tops of trees. No Slash is to be piled. In consultation with the Sale Administrator, some slash will be scattered for erosion control along skid trails and landings.

Optional Stewardship Credit Project Item 2.1 - Treatment and Removal of Biomass material (3 foot - 4.9" DBH) in Units 2 & 3. (Approximately 208 Tons) – *Note Unit 3 is a plantation.*

Task Item: Cutting and complete removal of all Biomass material (3-foot tall – 4.9" DBH) in units 2 and 3.

Specification: Thin and remove all designated trees from 3-foot tall – 4.9" DBH. All cut trees shall be cut to a maximum stump height of 6 inches and no live branches will be left attached to the stump. No piles shall be created. In consultation with the Sale Administrator, some slash will be scattered for erosion control along skid trails and landings

SCHEDULE OF WORK

Scheduling of Work - Timing of the work in Mandatory units is expected to be accomplished in the same general fashion as the Timber Sale. If for some reason a bidder has a cost effective method that will accomplish the same results, but requires work to be accomplished with one or more additional stages being utilized, this option should be clearly outlined in the proposal and must be agreed to in writing as part of the final contract package.

GENERAL SPECIFICATIONS FOR ALL PROJECTS DEFINITIONS

Calendar Days: Every day shown on the calendar, Saturdays, Sundays and holidays included.

Contract Administrator: The on-site contract administrator for the Mandatory and Optional work items who represents the Contracting Officer. The duties and responsibilities of the CA are defined in the letter of designation issued by the Contracting Officer. This person can be a Timber Sale Administrator or Contracting Officers Representative.

Contract Time: See Period of Performance.

Damage: Defect or deformity of a tree resulting from agents such as wind, snow, animals, insects, disease, and equipment, and evidenced by such things as dead or broken tops or trunks, crooks, and deep scars or damage to the bark on more than ¼ of the circumference of the tree D.B.H (Diameter Breast Height): A point on the bole of a tree 4.5 feet above the ground measured on the up hill side.

Grapple Piling: Grapple Piling will occur with whole tree logging where residue accumulates at a landing. On a return trip to the woods, the skidder will take a grapple load of residue to a suitable location as described in Machine Piling. A minimum of four grapple loads will be required per pile, unless otherwise agreed in writing with the Sale Administrator. Residue will also be scattered over skid trails as an erosion control method as agreed to by the Sale Administrator.

Leave Trees: Trees not designated for removal or other prescribed treatment.

Period of Performance: (also Performance Period or Contract Time). The number of calendar days allowed in the contract for completion of contract work.

Quality Assurance: The actions taken by the Government to assess the results to determine that they meet contract requirements. The methods for quality assurance are described in the Quality Assurance Surveillance Plan (QASP).

Quality Control: Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements.

Removal: Transportation of cut whole trees, boles, slash, and/or equipment on designated haul roads from landings within the contract area to completely off of the National Forest, usually within a specified time frame.

Slash: Any Contractor generated residue from cutting, limbing, or bucking standing live trees, plus all dead and down woody material existing prior to Contractor's operations greater than 3" diameter and longer than 6 feet. See KT-GT.7# Slash Treatment for a complete description of slash treatment methods and specifications.

Thinning: The process of selecting and leaving the most desirable trees (including those showing good health characteristics), to meet the average spacing rate listed for the units.

Piling: Creating clean burnable piles from fuel materials on site.

Chipping: Use of mechanized equipment to reduce slash and non-merchantable material to a size which will meet local mill utilization standards and then are hauled off site.

Spacing: The horizontal distance from the trunk of one leave tree to the trunk of the next nearest leave tree. Average spacing is calculated from the leave trees per acre.

Stream course: The area along a stream with riparian vegetation and other riparian characteristics. Stream courses are noted on the Contract Area Map.

CONTRACTOR WORK REQUIREMENTS AND STANDARDS

Road Access: The Contractor may access the units from county and forest roads indicated on Contract Area Map.

Leave trees: 1) All snags that do not pose a hazard to operations. 2) All designated leave trees in the treatment units shall be left uncut and undamaged. Operations shall be conducted in such a manner so as to not damage any leave trees during operations. See the contract provisions for penalties related to damage and/or cutting of commercial timber within the project area.

Unless otherwise approved by the Contracting Officer, all non-merchantable trees removed under the Mandatory work items shall be completely severed below the lowest live limb and within six (6) inches of the ground at an angle parallel to the slope, except when prevented by natural obstacles. A live limb is a limb of any size that has green needles attached. Cut trees shall be secured so they do not roll down hill and shall not be hung up on other trees or vegetation.

Slash Treatment: Treatments of slash is to include slashing, bucking, dispersion, commercial off-site removal, chipping, piling or mastication. Mandatory Slash treatment shall be concurrent and progressive with the harvesting. Slash created and/or trees dropped by the Contractor’s operations shall not be left outside the unit boundaries unless agreed to in writing by the Forest Service.

Resource Protection: The Contractor shall exercise extreme care to prevent damage to existing facilities, developments, and resources in all aspects of the contract work.

PERFORMANCE SUMMARY

The following describes the major items in the contract with the incentives and deductions for the work described for the mandatory and optional stewardship activities.

Stewardship Projects	Performance Standard	Method of Assessment	Incentive/Deduction
Treatment and Piling of All Biomass Material (Mandatory Stewardship Credit Project Item 1.0)	Meets Requirements in KT-GT.7# Slash Treatment	Inspector will conduct periodic visual inspections	Rework is required if contractor fails to meet standards.
Total removal of Slash (Mandatory Stewardship Credit Project Item 1.1 and Optional Stewardship Project 2.0)	Quality Meets or exceeds performance standard of 90%	Inspector will conduct periodic visual inspections	<ul style="list-style-type: none"> • The Contractor’s quality will be reflected in the performance assessment either as positive or negative incentive. • If Contractor achieves 90% or greater, the Contractor will receive unit price as incentive, once the slash treatments are completed. • If Contractor does not achieve at least 90% quality, deductions are assessed based on Method of Calculating Credits.

<p>Treatment and Removal of Biomass Trees (Optional Stewardship Project 2.1)</p>	<p>Quality Meets or exceeds performance standard of 90%</p>	<p>Inspector will conduct periodic visual inspections</p>	<ul style="list-style-type: none"> • The Contractor’s quality will be reflected in the performance assessment either as positive or negative incentive. • If Contractor achieves 90% or greater, the Contractor will receive unit price as incentive, once the slash treatments are completed. • If Contractor does not achieve at least 90% quality, deductions are assessed based on Method of Calculating Credits.
<p>Stewardship Projects</p>	<p>Performance Standard</p>	<p>Method of Assessment</p>	<p>Incentive/Deduction</p>
<p>Slash Distribution</p>	<p>Meets Requirements in KT-GT.7# Slash Treatment (pile specifications)</p>	<p>Inspection will conduct periodic visual inspections</p>	<p>Rework is required if contractor fails to meet standards.</p>

CONTRACTUAL ARRANGEMENT

(a) This is a Notice to Proceed contract for the mandatory services specified and effective for the period stated in the Contractor’s Proposal and made a part of this contract. The quantities of services specified in the Schedule are estimates only and are not purchased by this contract, except as orders are placed in accordance with the ordering clauses. Minimum and maximum quantity requirements, if any, are as stated in AT4.4 STEWARDSHIP CREDITS.

(b) Performance shall be made only as authorized by the Contracting Officer in writing in the form of a Payment Unit Release.

(c) Subject to any limitations in this contract, the Contractor agrees to furnish to the Government the services specified in the Schedule and called for by Task Orders/Payment Unit releases, issued by the Contracting Officer. The Contractor shall furnish to the Government the services specified in AT4.4 STEWARDSHIP CREDITS, up to and including the quantity as shown in AT4.4.

(d) The Government will obtain performance of all services in the Schedule exclusively from the Contractor, until such time as the Government requires performance and the contractor is unable to provide.

INSPECTION AND ACCEPTANCE
Government Quality Assurance Inspection
For All Stewardship Project Items

The Government will, at its convenience, make periodic inspections of the work to assure itself of contract compliance and to perform Quality Assurance Inspections to determine confirm with the Contractor is performing quality control in accordance with its QCP and that Contractor monitoring results in quality performance of contract objectives. The Government reserves the right to inspect all equipment, material and supplies prior to starting work for suitability; the decision of the Contracting Officer as to acceptability shall be final. The Contractor is required to provide a proficient and productive crew to obtain satisfactory.

The Government will do visual inspection to make sure the Contractor is in compliance with the specifications and proceeding satisfactory. The Contractor will be required to furnish all supplies and equipment unless listed as Government furnished property.

UNSATISFACTORY PERFORMANCE
For All Stewardship Projects Items

If the percentage of satisfactory work falls below 90 percent, the Government will immediately notify the Contractor in writing and order improvement of the quality of future work. If the quality of future work is not raised above the 90 percent within two consecutive workdays after receipt of notice in writing of unsatisfactory work, the Contractor's right to proceed may be suspended and the contract considered in breach. Repeated failure to perform work at or above 90 percent acceptable performance shall also be considered breach of contract. If final inspection shows a percentage of less than 90 percent than the contractor has the option of rework the portion the unit where below the work is unsatisfactory or accept a one percent in pay reduction for every one below up to eighty percent. If the satisfactory work is below minimum of 80 percent no pay will to paid contractor without rework. See "Method of Calculating Credits" for additional information.

REWORK AND REINSPECTION AFTER REWORK
For All Stewardship Project Items

When inspection indicate that the performance objectives were not met, the work will be deemed unsatisfactory and payment will not be made until the Contractor has assured the Government that its Quality Control measures have corrected the deficiencies. Inspection after rework will be made in the same manner as the first inspection. The cost to the government are below 90 percent and the deficiency is correctable, payment will not be made until the deficiency has been corrected. Reinspection after rework will be made in the same manner as the first inspection but on different plot lines. The Contractor shall pay for inspections necessitated by the rework except for the first reinspection on any work.

INSPECTION

For Stewardship Projects Items – 1.0, 1.1, 2.0, 2.1

Removal of slash and material will be inspected visually by the Forest Service inspector. Failure to meet or pass visual inspection will result in a requirement to rework the unit failing standards. If contractor refuses to rework a specific unit a formal inspection will be initiated using the following procedure.

Formal inspection for acceptance of work will be based on adherence to the above listed specification for this project item. Inspection will be made using a 1/4 – acre plots place in a systematic grid across the unit/landing. Each plot will be based on a pass or fail. Plots will be acceptable (pass) or unacceptable (fail) based on if the project items specifications were met or not. Performance Quality % shall be based on the total number of acceptable plots versus the total number of unacceptable plots.

So Number of unacceptable plots x 100 = % of unacceptable plots
 Total plots taken plot

The percentage resulting from the formal inspection will be what is used to calculate Stewardship credits. (See Method of Calculating Stewardship Credits Section)

CONTRACTOR QUALITY CONTROL PLAN.

A. Quality Control Plan

The Contractor shall provide a Quality Control Plan (QCP) as part of the technical proposal. The Plan must demonstrate how the Contractor shall assure that quality of performance meets the objectives and requirements of the contract. The QCP shall specify:

How quality will be monitored to ensure performance standards are met.

How the work will be supervised.

How results of the monitoring will result in quality performance.

Identify the personnel responsible for performing quality control.

B. Contractor Quality Control Inspection

The Contractor shall assure that performance meets contract specification prior to requesting the Government to inspect for payment or acceptance. Upon completion of a unit, the Contractor shall contact the Contract Administrator to set a mutually agreed upon date for inspection of completed work. The Contract Administrator may observe the Contractor's inspection at any time and shall otherwise have unlimited access to the inspection data.

GOVERNMENT–QUALITY ASSURANCE SURVEILLANCE PLAN

The Government will conduct inspections of each unit to determine work quality. Initial inspections will normally consist of a 100 percent visual inspection preferably in conjunction with the contractor or the contractor's field representative and will be based on adherence to contract technical specifications. If visual inspection shows that the work is inadequate, final inspections and payment will not be made until the deficiency has been corrected by the Contractor. It is clearly defined here to be the complete responsibility of the contractor to monitor all work and to request final inspections based upon their knowledge that the work has been complete to the contract defined specifications.

If original inspection results are unacceptable to Contractor and a second inspection is requested without rework, the same inspection procedure will be used following a different plotline. If the second inspection shows less than 5 percent variance from the first inspection, the Contractor shall pay the cost of the second inspection, and results of the second inspection will be used in determining payment. Re-inspection requests shall be in writing and submitted within three (3) calendar days of the original inspection notification.

MEASUREMENT AND PAYMENT

MEASUREMENT

The area to be treated is stated in AT.4.4. All linear and area measurements under this contract are measured on a horizontal plane within the established boundaries using Global Positioning Systems (GPS) and Geographic Information System (GIS) Systems. Boundaries are marked with paint, and/or flags

Re-measurement. The Contractor may at any time after award request re-measurement of any sub-item. The request must be in writing within 10 days after completion of a unit or pay item. The Government's re-measurement of the unit/sub item will be made within established boundaries. If re-measurement indicates a variance of 5 percent or less in the acreage stated in the list of services, there will be no adjustment in acres and the Contractor shall pay for the actual cost of re-measurement. If re-measurement results in a variance greater than 5 percent in the acreage stated in the list of services, payment shall be based on the re-measured acreage and the Government shall pay for the re-measurement.

METHOD OF CALCULATING CREDITS

For each completed unit, the Contractor's quality control inspection percentage for tree thinning will be compared to the Government's assessment results. If the results differ by 5 percent or less, the Contractor's inspection will be considered acceptable and the Contractor's quality percentage will be used as the basis for payment. When the results differ by more than 5 percent, the Government's inspection percentage will be used as the basis for distributing Stewardship Credits.

Stewardship Credits: The following Stewardship Credit calculation methods will be used if plots are taken instead of using visual inspection methods. Stewardship Credit Value, less damages, will be based on the following methods.

Quality at fully acceptable performance meets or exceeds 90 percent. Whenever the quality of work meets or exceeds 90 percent, based on the results of the Contractor's quality control inspection and verified by the Government monitoring, the work will be acceptable, an incentive compensation will be made that distributes Stewardship Credits at the unit price for the sub-item.

Value Compensation Example: With a unit price of \$100 and a unit size of 40 acres, the bid price would be \$4,000. If the Contractor's work quality is 90 percent, compensation would be at a rate of \$4,000.

Quality at unacceptable performance level, less than 90 percent but greater than 80 percent. Whenever the quality of work is below 90 percent based on the results of the Contractor's quality control inspection and verified by the Government monitoring, the work may be acceptable, but no incentive compensation will be made for the sub item. Compensation will be made at the percentage rate determined for the unit.

Compensation Example: With a thinning quality of 83 percent, the Contractor will receive 83 percent of the bid price.

With a unit price of \$100 per acre and a unit size of 40 acres, the bid price would be \$4,000. At 83 percent thinning quality, compensation would be:

$\$100 \times 83\% \times 40 \text{ acres} = \$3320.$

Unacceptable Work

Any unit, with quality less 80 percent, is considered unacceptable and may be rejected. For these areas, the Government may (i) accept the work at a reduced price, (ii) require the area to be reworked at no additional expense to the Government, or (iii) reject the work in its entirety. If the quality is unacceptable, the Contractor's right to proceed is subject to immediate termination for default.

When work quality falls below 80 percent in areas of 1 acre or larger and the quality of work can be corrected, the Government may require the area to be reworked. The Government will document unacceptable work quality in the performance assessment.