

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

Stewardship Contract Name : Clear Corral STWD-IRTC National Forest : Nez Perce-Clearwater Bidding Method : Sealed Bid Location to Receive Offers : Nez Perce Clearwater NF Supervisor's Office Address : 1008 Hwy 64 Kamiah, ID 83536 Date : 08/20/2025 Time : 2:00 PM	Type of Contract : Scaled Ranger District : Moose Creek
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1. INTRODUCTION. This prospectus furnishes prospective offerors with information not contained in the published advertisement and is designed to enable offerors to decide whether 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. If 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. Contract 2400-13 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 advertisement.

This is a Stewardship End Results Contract authorized by Title 36, Code of Federal Regulations, part 223, subpart 1.

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. **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 20, 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 subdivisions, 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.

This sale is located Southeast of Clearwater. Primary access to the sale via FS roads 1106, 1160 and 650. Timber primarily consists of Doug fir, Grand Fir, Ponderosa and 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

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 :

Grand Fir-Other	Sawtimber	Ton	36,620.00	\$0.00	\$16.92	\$1.84	\$0.45
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Minimum Acceptable Total Bid for Mandatory Timber Cutting Units : \$619,610.40

Only the Fixed Rate Applies :

Combined Softwood	Non-Saw	Ton	213.00	\$0.00	\$0.09	\$0.00	\$0.45
Western Red Cedar	Misc-Conv.	Ton	515.00	\$0.00	\$2.12	\$0.00	\$0.45
TOTAL		Ton	37,348.00			\$67,386.32	\$16,806.60

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.

The Forest Service will redetermine rates as of 08/23/2029. Refer to C/CT3.35#, Scheduled Rate Redetermination in the sample contract.

All of the mandatory stewardship work items, as shown in A4c or AT4d of the sample contract, shall be performed. Optional stewardship work items, as shown in A4c or AT4d 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			
A1	Invasive Plant Control	Miles	18.68
C	Fuels Treatment	////////////////////	.00
C1	Landing Cleanup	Acres	18.60
C2	Machine Piling	Acres	34.40
C3	Machine Fireline/Fuel Break	Chains	22.00
C4	Hand Fireline/Fuel Break	Chains	157.00
C5	Slashing	Acres	30.90
D	Road 1106 Surfacing	////////////////////	.00
15101	Mobilization	Lump Sum	1.00
30115	Aggregate Surface Course	Cubic Yards	5,840.00
30315	Roadway Reconditioning	Miles	.62
Optional Stewardship Work Items			
E	Equipment Mobilization and Rental	////////////////////	.00
E1	Hydraulic Excavator Rental	Hours	1.00
E2	Mobilization Excavator Rental	Hours	1.00
E3	Dump Truck Rental	Hours	1.00
E4	Grader Rental	Hours	1.00

5. PERIOD OF CONTRACT. The normal operating season covers the period between 06/15 and 10/15.

The contract termination date is 10/15/2030. 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 C/CT6.9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

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

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

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total offer value for included timber, rounded up to the nearest \$100 when the total offer value is less than \$10,000, and rounded up to the nearest \$1000 when the total offer value is \$10,000 or more. If the amount determined above is less than \$63,000, the performance bond shall be \$63,000.

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	Level of Service	Approximate Miles/Kilometers	Estimated Road Constructio Cost	Type of Work *
1106	SEARS CREEK	I - FLOW INTERRUPTED,USE LIMITED<400 ADT	4.98 / 8.01	\$26,040.81	R
1106E	GOLDEN EAGLE	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	0.61 / 0.98	\$27,978.25	R
1106F	POLE CORRAL	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	0.61 / 0.98	\$20,331.41	R
1106F1	HIGH WEST FORK	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	0.74 / 1.19	\$11,977.14	R
1106H	STINKING WATER	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	1.14 / 1.83	\$28,486.51	R
1106I	HAPPY HOODOO	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	0.28 / 0.45	\$7,697.08	R
1160	RABBIT CR	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	1.69 / 2.72	\$109,325.19	R
1160D	PACK MULE	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	1.55 / 2.49	\$34,160.19	R
650	WEST FORK CLEAR CREEK	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	1.8 / 2.9	\$7,522.80	R
650F	NESTING FALCON	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	0.55 / 0.89	\$3,860.80	R
650G	SOARING FALCON	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	1.09 / 1.75	\$16,638.36	R
9441	WALL CREEK	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	0.46 / 0.74	\$2,733.61	R
9441A	BALD EAGLE	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	1.16 / 1.87	\$18,892.16	R
9441A1	RED HAWK	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	0.26 / 0.42	\$19,005.36	R
9441A2	STAGE PIT	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	0.32 / 0.51	\$2,846.26	R
9442	VOODOO BILL	J - SLOW FLOW OR MAY BE BLOCKED <400 ADT	1.44 / 2.32	\$26,533.62	R

* C = Construction
R = Reconstruction

The required specified road completion date for all roads is 10/30/2027. If provision C/CT5.13# - Road Completion Date has different dates for different road segments, this is the completion date for the road segment with the latest completion date.

Total estimated road construction cost allowed in appraisal is \$364,029.55

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 the contract will pay in addition to current contract rates is \$364,029.55. See provision C/CT4.12# - 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/AT3 - Timber Designations: "Specified Road Clearing" will be changed to "Construction Clearing" C2.323

A/AT7 - Change the title to "Permanent Roads To Be Constructed by Forest Service."

A/AT22 - Make the following changes in A/AT22:

Add	C2.323 - Construction Clearing.
Add	C4.12# - Amount Payable for Timber.
Add	C8.41 - 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 C/CT5.32# in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL C/CT 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, if required, by the date required in the award letter; 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 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (2 CFR 180), and the policies and procedures for nonprocurement debarment and suspension specific to USDA and the Forest Service (2 CFR 417).

These rules require each contractor, to submit form AD-1047 Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions for themselves, their principals, and their affiliates when requested by the contracting officer. The bidder shall designate their status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, 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 bidding. Also, as a Contractor enters into transactions with subcontractors, these subcontractors shall certify their eligibility. Form AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tiered Transactions must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Contractor shall 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 Boise Area Office, 1150 North Curtis Road, Suite 201 Boise, ID 83706, (208) 321-2960.

20. GENERAL. This contract includes C/CT8.21-Contract Term Adjustment, to allow stewardship projects to be eligible for contract term adjustment (CTA) if scheduled or active stewardship work is interrupted or delayed by any of the three circumstances stated in this provision. B/BT8.21-Contract Term Adjustment is inapplicable.

Corporations submitting an offer under this solicitation must include form AD-3030 Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at:
<http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms>.

Sawlog, Nonsaw and Cedar products is required to be removed per A2 and C2.2 of the contract. All other product would be removed by agreement.

In unit 28 there are 2 Douglas fir Reserve trees that are marked with two red horizontal bands and one orange horizontal band. One of the reserve trees also has a blue placard on the uphill side of the tree bole. Refer to C2.301# and C6.320#.

This sale was originally laid out in 2015 and re-worked in 2019. Since the re-issue of the CCIR decision, the sale has undergone significant

changes in order to meet specification of Alternative D-Modified. Because of this, portions of boundaries and leave trees have been blacked out in Unit 32. Prior to harvesting in a sale, unit boundaries should be inspected to identify and convey to the purchaser/contractor areas that were re-worked to avoid potential harvest outside of a unit.

Road maintenance deposits for this sale are shown in C5.32.

Dust abatement in the form of a Chloride brine is required on roads indicated in the contract. Complete specifications can be found in C5.314 of the contract.

Purchaser road maintenance is required on this sale. Complete specification can be found in provision C5.31 of the contract.

All Off-road equipment will be cleaned prior to entering into the sale area to prevent the spread of noxious weeds. Complete specifications can be found in C6.351 of the contract.

Logging systems required for this sale include: Tractor and Skyline. Intermediate supports are not anticipated with this sale but would be

Off-road skyline yarding (swing) is required. Complete specifications can be found in provision C6.43 of the contract.

Grass seed and erosion control work is required in this sale. Complete specifications can be found in provision C6.601 of the contract.

C6.632# TEMPORARY ROAD AND TRACTOR ROAD OBLITERATION (2/02). Notwithstanding the provisions of B6.63 and B6.65, unless otherwise agreed, temporary roads accessing All Units and tractor roads within All Units constructed for use with this sale shall be obliterated after they have served the Purchaser's purpose. Obliteration shall consist of recontouring road prism including all cut and fill slopes to natural ground contour. Equipment will not be permitted to operate outside the clearing limits. In addition, from 7 to 15 tons per acre of clearing or logging slash, stumps or other woody debris shall be placed and scattered uniformly on the top of the recontoured corridor.

C6.633# TEMPORARY ROAD, SKID TRAIL/SKID ROAD AND LANDING SCARIFICATION (2/02). Unless waived in writing by the Forest Service on specific roads, skid trails/skid roads or landings, all landings, skid trails/skid roads, and Temporary Roads constructed or used by the Purchaser shall be scarified by the Purchaser following use.

In tractor skidding portion of this sale there will be a priority to re-use existing skidding trails before creating new trails. Per C6.4 Conduct of Logging: The location of tractor skid trails shall be designated on the ground by Purchaser and approved by Forest Service in advance of falling.

C6.316# - LIMITED OPERATING PERIOD (5/05). Except when agreed otherwise in writing, Contractor's Operations shall be limited as follows:

1. In units ALL, timber harvest shall be completed within 5 years of contract award to facilitate completion of stewardship items.
2. All temporary roads will be constructed and then obliterated within 2 years of implementation.
3. Hauling over FS 1106 road is prohibited until surfacing work associated stewardship Project D1 Road 1106 Surfacing is completed.
4. Unless otherwise agreed, felled timber meeting Utilization Standards shall be removed by Purchaser pursuant to B2.2 and shall be presented for Scaling within the time period indicated in the following removal schedule. The number of days shown are consecutive calendar days when sale conditions allow for removal.

Failure to remove and present such timber for Scaling within the required time limits will be considered abnormal delay, subject to B3.47 Defect Caused by Abnormal Delay.

REMOVAL SCHEDULE: Included Timber from ALL units and ALL timber decked during construction clearing has a **time limit** of **90** days after felling is initiated and, in each area authorized for clearing under B2.32 Construction Clearing by Purchaser.

C6.10 PREWORK CONFERENCE (10/04). Annually, prior to commencement of work, a prework conference will be held to discuss contract

See provision C5.41# - CLOSURE TO USE BY OTHERS (3/07) for road closure information.

Delays or closures may be used on open roads to ensure the safety of the public, purchaser, loggers and FS employees.

Guy back stumps in the skyline portions of the sale should be planned for ahead of felling in adjacent portions of the sale to leave some high stumps if the area is not yarded with an excaline type yarder.

Temporary Activity Barricades will be placed on the 1106E and 1106H roads.

This sale is the subject of litigation. The Forest Service may withhold award until the litigation is resolved. If the litigation is not resolved within 90 days of the bid date, the apparent high bidder may be provided an opportunity to extend its firm offer per item 21 of the bid form. At any time prior to the expiration of the firm offer, and any extension thereof, the apparent high bidder may request in writing to have the contract awarded upon first entering into a Pre-Award Waiver, Release and Limitation of Liability Agreement. Upon receipt of such request the Forest Service will determine whether it's in the Government's best interest to enter into a Pre-Award Waiver, Release and Limitation of Liability Agreement. An example of a Pre-Award Waiver, Release and Limitation of Liability Agreement form FS-2400-0076 may be obtained from this office.

The successful offeror shall register in the System for Award Management (SAM) at www.sam.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 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, and

(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:

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 criterion. 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 Government will evaluate proposals as follows:

1. **Technical Proposal.** Technical Proposals will be evaluated and rated based upon Evaluation Criteria listed below. Items ii to iv are considered of equal value.

(i) **Technical Approach** (Each sub-factor is approximately equal in importance).

- a. Describe your plan of operations for both timber harvest and stewardship project work. Include a timeline and the rationale for the work activities identified to ensure all contractual requirements will be completed by the termination date.
- b. Describe your quality control plan for both harvesting and stewardship projects.
- c. Provide names and resumes for you contract manager and your on-the-ground supervisor(s).
- d. Describe the equipment you propose to use to accomplish this contract, including both harvest and stewardship projects.
- e. Define your production capability to accomplish this contract within the contract period.
- f. Describe methods and plans to protect resources, maximize utilization of harvested material including both saw timber, cedar products and non-sawtimber, and to minimize the number of entries into stands to be treated.

(ii) **Capability and Past Performance** (Each sub-factor is approximately equal in importance).

- a. Provide a list of the experience of your key personnel who will actually be working on this contract.
- b. Identify all subcontractors, and their business address, you propose to use for this contract and the work activities planned for subcontracting. Describe subcontractor's past performance using the criteria identified in (ii) c. If any subcontractors are certified in their area of expertise, provide information as to when, what and by whom they are certified.
- c. Submit a list of similar or related contracts that your firm has completed in the past 3 years. This listing must include the contract type; contract amount or contract size; location; the year completed; the Agency, company or individual contracted with, and a current telephone number.

(iii) **Utilization of Local Workforce**

- a. Local evaluated as those contractors with their business address closest to contract area. The closer to the contract area, the more local the contractor. Describe how you are utilizing local subcontractors.

(iv) **Business Classification**

I am classified as a small manufacturer: YES NO

Or I am an non-manufacturer: YES NO

I am contractually committing to delivery of _____ % sawlog volume to a small manufacturer.

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 of equal importance with 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 based on 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.