

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS**Prospectus of Record, August 16, 2013**

Stewardship Contract Name:	BIG THORNE STEWARDSHIP	Type of Contract:	Scaled
National Forest:	Tongass	Ranger District:	Thorne Bay
Bidding Method:	Sealed Bid		
Location to Receive Bids:	Petersburg Supervisor's Office		
Date: 09/17/2013	Time: 02:00 PM		

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

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

The Big Thorne Cruise and Appraisal includes the following items and this information is provided to allow potential contractors to review and make informed decisions regarding their potential bids:

- 1) The Big Thorne Cruise of Record includes Grade 7.
- 2) 38% of the WRC in Big Thorne is appraised for L48 shipment (defined as export outside the State of Alaska). Annual appropriation language no longer requires the RV appraisal process to apply domestic red cedar prices to WRC for the purposes of determining a positive value sale.
- 3) Camp cost only includes a full camp for helicopter (35 MMBF).
- 4) The Regional Forester reviewed and approved 14-16 P&R %.

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

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

3. LOCATION AND DESCRIPTION OF INTEGRATED RESOURCE TIMBER. Refer to the sample contract and contract area map attached to the sample contract for legal location of contract area, location of 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.

The Big Thorne Stewardship Contract Area is located in Southeast Alaska on Prince of Wales, within the boundaries of the Thorne Bay Ranger District of the Tongass National Forest. The contract area is located near the City of Thorne Bay, Alaska and south of the City of Coffman Cove, Alaska. It is divided into four subdivisions. Those subdivisions consist of Steelhead Subdivision 1, Rush Peak Subdivision 2, North Thorne Subdivision 3 and Beach Road Subdivision 4.

The Big Thorne Stewardship Contract has 180 harvest units totaling approximately 4,043 acres; 2,017 acres are identified for Clearcutting, 42 acres are identified for Cut Tree Mark and 1,985 acres are identified for Designation by Prescription.

Steelhead Subdivision 1 is west of the City of Thorne Bay, Alaska. It has 43 harvest units totaling approximately 898 acres; 638

acres are identified for Clearcutting, 29 acres are identified for Cut Tree Mark and 231 acres are identified for Designation by Prescription.

Rush Peak Subdivision 2 is southwest of the City of Thorne Bay, Alaska. It has 27 harvest units totaling approximately 496 acres; 336 acres are identified for Clearcutting, 3 acres are identified for Cut Tree Mark and 157 acres are identified for Designation by Prescription.

North Thorne Subdivision 3 is northwest of the City of Thorne Bay, Alaska. It has 44 harvest units totaling approximately 854 acres; 275 acres are identified for clearcutting, 3 acres are identified for Cut Tree Mark and 576 acres are identified for Designation by Prescription.

Beach Road Subdivision 4 is northwest of the City of Thorne Bay, Alaska. It has 66 harvest units totaling approximately 1,795 acres; 767 acres are identified for Clearcutting, 7 acres are identified for Cut Tree Mark and 1021 acres are identified for Designation by Prescription.

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 :

Western Hemlock	Sawtimber	MBF	41,294.00	\$2.00	\$2.00	\$0.00	\$1.90
Western Red Cedar	Sawtimber	MBF	13,715.00	\$6.00	\$9.36	\$0.00	\$1.90
Sitka Spruce	Sawtimber	MBF	17,833.00	\$10.00	\$202.40	\$0.00	\$1.90
Alaska Cedar	Sawtimber	MBF	6,451.00	\$6.00	\$147.13	\$0.00	\$1.90

Minimum Acceptable Total Bid for Mandatory Timber Cutting Units : \$4,769,495.23

Only the Fixed Rate Applies:

Western Hemlock Utility	Pulpwood	MBF	18,647.00	\$2.00	\$2.00	\$0.00	\$0.00
Sitka Spruce Utility	Pulpwood	MBF	4,160.00	\$2.00	\$2.00	\$0.00	\$0.00
	TOTAL	MBF	102,100.00			\$0.00	\$150,656.70

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.

Estimated Knutson-Vandenberg deposit for contract area improvement work in a total amount of \$179,998.00 is included in total value.

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

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items			
M1	Balls Lake Trail – Renovation of the 2.3 mile Balls Lake Trail; Trail connects to Eagle Nest's Campground. Project will place step and run boardwalk in the remaining eroding sections of trail (4,250 feet).	Each	1.00
M2	Boy Scout Trail – Renovation of a portion of the Boy Scout Lake area, All Terrain Vehicle (ATV) trail.	Each	1.00
M3 - M49	Wildlife Habitat Improvement – Pre-commercial thinning of 16' x 16' Spacing	Acres	1,652.00
Optional Stewardship Work Items			
O50-O91	Wildlife Habitat Improvement – Pre-commercial thinning of 14' x 14' Spacing	Acres	2,711.00
092	Luck Creek Restoration – Haul logs, rootwads, and young growth for future instream placement	Each	1.00

5. PERIOD OF CONTRACT. The normal operating season covers the period between 04/01 and 10/31.

Contract termination date is 09/25/2023. Extensions of this contract may be granted only when the contractor has met specified conditions.

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

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

If an offeror elects to have the Forest Service construct specified roads, the contract shall provide for collection of not less than the full estimated cost of the roads stated in this prospectus, in addition to the current contract rate value and required deposits. Contract Form FS- 2400-13 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 \$10,000 or less; and rounded up to the nearest \$1000 when the total offer value exceeds \$10,000; but the total penal sum of the bond will not exceed \$250000.

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

Road Number	Road Name	Traffic Service Level	Approximate Miles/Kilometers	Estimated Road Construction Cost	Type of Work *
3018550	ROAD NUMBER	D	1 1.61	\$162,019.60	C
3023501	ROAD NUMBER	D	0.54 0.87	\$102,437.75	C
3000195LG	ROAD NUMBER	D	0.95 1.53	\$163,666.88	C
3012140LG	ROAD NUMBER	D	0.58 0.93	\$187,915.11	C
3030390	ROAD NUMBER	D	0.89 1.43	\$133,757.70	C
3023500	BIG LAKE	D	3.98 6.41	\$53,242.24	R
3018500	BOTTOM OF THE HILL	D	1.42 2.29	\$32,121.20	R
3018130	DEER CREEK HEADWATER	D	1.14 1.83	\$15,600.77	R
3018000R	DEER CREEK MID-VALLEY	D	3.42 5.5	\$10,032.55	R
3018000	DEER CREEK MID-VALLEY	D	1.25 2.01	\$26,042.18	R
3030100	EAGLE CREEK	D	3.44 5.54	\$14,501.26	R
3012180	EAST RIO BEAVER SPUR	D	1.8 2.9	\$22,608.03	R
3015600	ECHO SPUR	D	3.42 5.5	\$22,709.94	R
3017100	FALLS CREEK	D	3.41 5.49	\$1,758.06	R
3015635	FIDDLER CREEK	D	3.95 6.36	\$14,056.50	R
2000440	GO WEST	D	2.15 3.46	\$23,406.79	R
3017000	GRAVEL CREEK	D	1.04 1.67	\$8,825.57	R
2030000	LAKE ELLEN ROAD	D	3.32 5.34	\$1,591.87	R
3000300	LITTLE RATZ NORTH	D	1.48 2.38	\$3,228.56	R
3030300	LUCK POINT NO BEACH SLOPE	D	4.27 6.87	\$11,521.87	R
3015000	NORTH THORNE RIVER	D	2.28 3.67	\$104,711.11	R
3017200	NORTHFORK LAVA CREEK	D	2.3 3.7	\$4,813.60	R
2030100	OVER SECTION 6	D	3.64 5.86	\$6,839.86	R
3000306	RATZ	D	0.4 0.64	\$2,589.35	R
3012000	RIO BEAVER	D	4.24 6.82	\$32,732.08	R
3012100	RIO BEAVER EAST 100	D	1.73 2.78	\$3,696.48	R
3012200	RIO BEAVER WEST 2 DOT LAKE	D	0.84 1.35	\$76,428.40	R
3000329	ROAD NUMBER	D	0.9 1.45	\$3,823.13	R
3012140	ROAD NUMBER	D	1.5 2.41	\$8,605.68	R

3023530	ROAD NUMBER	D	0.34	0.55	\$10,344.74	R
2000400	ROAD NUMBER	D	1.88	3.03	\$9,975.83	R
3000195	ROAD NUMBER	D	0.46	0.74	\$7,884.99	R
3018050	ROAD NUMBER	D	1.05	1.69	\$3,857.08	R
3013150	ROAD NUMBER	D	5.3	8.53	\$4,693.12	R
3000210	ROAD NUMBER	D	0.59	0.95	\$14,770.10	R
3018122	ROAD NUMBER	D	∕0.54	0.87	\$17,833.97	R
3013000	RUSH PEAK RIDGE	D	∕4.13	6.65	\$9,990.54	R
3013100	RUSH PEAK RIDGE CR VALLEY	D	∕2.53	4.07	\$11,760.20	R
3000170	Road Number	D	∕0.58	0.93	\$11,086.37	R
2030110	Road Number	D	∕0.48	0.77	\$32,399.71	R
2030111	Road Number	D	∕0.09	0.14	\$1,107.45	R
3015050	THORNE RIVER NORTH FLATS	D	∕2.64	4.25	\$13,508.09	R
3018100	WILDER LAKE	D	∕1.72	2.77	\$70,283.85	R

* C =Construction

R=

Reconstruction

The required specified road completion date for all roads is 11/01/2016. 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 \$1,474,780.16

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 \$2,071,265.91.

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

A(T)3 - Timber Designations: "Specified Road Clearing" will be changed to "Construction Clearing" K-

C.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 K-C.3.2.3 - Construction Clearing.

Add K-E.1.2# - Amount Payable for Timber.

Add K-I.4.1 - Limitation of Performance by Other Than Contractor.

9. ROAD MAINTENANCE. Contractor shall perform or pay for road maintenance work, commensurate with Contractor's use, on roads controlled by Forest Service, and used by Contractor in connection with this contract. Road maintenance requirements are based on the predicted haul route. Any change in the Contractor's actual haul route may necessitate a change in the roads to be maintained and/or in the amount of required deposit for road maintenance. Required deposits for road maintenance are listed in provision K(T)- F(T).3.2# in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL PROVISIONS. See sample contract.

12. SET-ASIDE CONTRACTS. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. ***NO###DATA***

LOG EXPORT RESTRICTIONS

Log export restrictions for Alaska are listed in Section 20, General of this prospectus.

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

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

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

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

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

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

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

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

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

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

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, Dept of Labor, OSHA 301 W Northern Lights Blvd Suite 401, Anchorage, AK 99503, (907)271-5121.

20. GENERAL.

Prospective offerors are urged to examine the sample contract, sale area, and the timber before bidding.

The Contractor or Contractor's Representative should schedule a conference with the Contracting Officer for the contract before cutting begins. This meeting would provide each party an opportunity to discuss details of the contract, billing procedures, logging plans, roads to be used for hauling, and other matters pertinent to the contract.

For further information, contact the Thorne Bay Ranger District office in Thorne Bay, Alaska.

EXPORT LIMITS. The Code of Federal Regulations, 36 CFR 223.201, requires Regional Forester consent to export from the United States or ship to other States, unprocessed timber from National Forest System lands in Alaska.

The Contractor may petition the Regional Forester to issue an export permit, or elect domestic processing and apply for an Alaska Cedar stumpage rate adjustment (K-E.1.3#), for 6,451 MBF of Alaska Cedar in this contract.

EQUIPMENT CLEANING. This timber sale contract contains Standard Provision G.3.5, Equipment Cleaning. The provision is a means of limiting the possibility for bringing noxious and invasive plant species into the contract area from other locations infested with plant species determined to be detrimental to native vegetation. Prospective contractors are advised to read the provision in its entirety and make a determination on how the requirements of the provision, including the need for inspection by the Forest Service, will impact mobilization into the contract area.

PAINT MARKS AND TAGS. Cutting unit boundaries are marked with vertical orange stripes, orange tags and pink flagging.

POLLUTANTS DISCHARGE. Public Law 92-500, Section 402, requires a National Pollutants Discharge Elimination System permit for any pollutants discharged in the waters of the United States. A facility operator must obtain a permit before discharging pollutants. The Federal Environmental Protection Agency administers permits for Alaska:

Regional Administrator, Permits Branch, Region X, EPA, 1200 Sixth Avenue, Seattle, WA 98101

ROAD TURN BACK OPTION. If the Contractor elects Forest Service construction of Specified Roads, the Contracting Officer revises the Contract and stumpage values to account for construction cost differences. Contact the local Forest Service Office about choosing the road turn back option and how this decision may effect contract operations.

PURCHASE OR VIEW DOCUMENTS. The District Offices sell the Contract Report, appraisal, sample contract and Sale Area Map for \$50.00 and reserves copies for viewing without charge.

The USDA is an equal opportunity provider and employer.

ITEM 4, TIMBER QUANTITIES AND RATES, section of this Prospectus indicates that a Road Maintenance Deposit will be applied to all Species/Products. However, no deposits will be applied to Species/Products that are Optional Removal. Contract Special Provision, K-F.3.2# prevails for this advertisement and the Road Maintenance Deposits pertain only to sawlog Species/Products.

Standard Provision G3.5, **SAFETY,** is included in the contract. It states that unless otherwise agreed to in writing, when Contractor operations are in progress adjacent to or on Forest Service controlled roads, the Contractor and Forest Service shall agree to a specific Traffic Control Plan. The Contractor will need to minimize delays to the public and other timber sale operators in the area. Delays will not exceed 45 minutes, unless waived by the Forest Service.

Specified Road Clearing Limit: The Contractor shall be responsible for flagging clearing limits for roads listed in Section A(T)7 of the contract, for Forest Service approval.

The Contractor must at first offer 38 percent of the Western Red Cedar volume deemed surplus to Alaska needs, to the contiguous 48 states before it can be exported to foreign markets. The Contractor may petition the Regional Forester to issue an export permit, Special Contract Provision K(T)-E.1.3.3#, with a stumpage increase to be determined by a contract rate redetermination. Refer to Special Contract Provision K(T)-E.1.3.2#.

OPTIONAL REMOVAL. Contract Special Provision K-C.1.2#, will be included in the contract. It allows the Contractor the option of leaving Fixed Rate Products, (utility logs), in the unit instead of requiring their removal. Contractor will make a lump sum payment for all utility logs.

LIMITED EXPORT: Contract Provision K-I.6.8.2#, LIMITED EXPORT OF UNPROCESSED HEMLOCK AND SPRUCE SALWLOGS (05/10), may allow the Contractor to ship a limited amount of unprocessed Western Hemlock and Sitka Spruce logs not to exceed 50% of the total (all species) advertised sawtimber volume listed in A/AT2of the Contract, as applicable.

ROAD MAINTENANCE DEPOSIT: A deferred maintenance deposit for Road Maintenance will be collected on this contract under Special Provision K-F.3.2#, Road Maintenance Deposit Schedule. Refer to K-F.3.2# for deposit cost information and Special Provision K-F.3.1#, Road Maintenance Requirements Table, for information on the specific road(s) requiring deposits, which will be identified by "D" (Deposits to Forest Service). Total deposit for Surface Rock Replacement will be made at a rate of \$1.90/MBF.

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

Contract Special Provision, K-G.3.1.4#, TIMING OF OPERATIONS is included in the contract. Refer to this Provision for specific harvest units with timing restrictions.

NOTICE OF APPEAL: "Bidders are hereby put on notice that the Big Thorne Record of Decisions NEPA document and associated decision, which provides the authority to conduct this project, were administratively appealed pursuant to 36 C.F.R. 215. This project may therefore be subject to litigation in the future, which may result in contract suspension, modification, or termination due to litigation. To receive documentation relevant to the administrative appeal or objection noted above, please contact the Thorne Bay District Ranger." Prior to award of this contract, the successful offeror, will be required to sign a Pre-Award Release and Limitation of Liability Agreement.

PERFORMANCE BOND FOR FELLING - Contractor may request inclusion of Contract Special Provision K-E.3.3, Performance Bond as Security for Felled Timber (9/2004) to authorize deferment of payment of timber felled.

Due to road construction, haul between Road 3018000 (Boy Scout Lake area) and Thorne Bay, may be delayed. The successful offeror should 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 may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this Request for Proposal (RFP), must be clearly identified.

OR

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

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

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

- (i.) One copy of the completed, signed offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.
 (ii.) Three copies of the technical proposal.
 (iii.) One copy of the business/cost proposal.

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

EVALUATION, NEGOTIATION AND AWARD PROCESS

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

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

EVALUATION CRITERIA

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

<u>Factor</u>	<u>Approximate Weight</u>
A. Price	50%
B. Technical Approach	25%
1. Plan of Operations	
2. Quality Control	
3. Contract Manager and On-the-Ground Supervisor(s)	
4. Equipment	
5. Production Capability	
C. Capability and Past Performance	15%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	10%
E. Other	0%

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

Price proposals will not be scored.

POSTAWARD DEBRIEFING OF OFFERORS

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