

## INSTRUCTIONS TO BIDDERS

**1. BIDDER'S QUALIFICATIONS:** Before a bid is considered for award, the Bidder may be required to submit a technical and price proposal, as described in instruction 2 and comply with all other provisions stated herein. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what it is the Bidder will do to satisfy the requirements of the contract. Upon contract award, this technical proposal will become a binding part of this contract.

**2. PREPARATION OF SEALED BIDS:** Bids shall be manually signed, and bid price entered into each block of the "Bid Rate" column (block 14g) for all material subject to bidding and blocks 15e and 15f for the cost stewardship projects and all fill-in blocks, 16b, 18, and 25, completed. If erasures or other changes appear on the forms, the person signing the bid must initial each erasure or change.

**Proposal Requirements.** Proposals shall be submitted in two parts: a technical proposal and a price proposal.

**(i) Technical Approach**

I. Work Activity Plan - Ratings will be determined based on the acceptable methods of accomplishing the work that:

A. Uses equipment that provides resource protection. Describe the equipment you propose to use to accomplish this contract, including both harvest and stewardship projects. Define your production capability to accomplish this contract within the contract period.

B. Maximizes the use of harvested material, both sawtimber and non-sawtimber.

C. Reduces the number of entries into stands to be treated.

D. Schedules treatments that minimizes the impact on soils, forest habitats, and terrestrial and aquatic organisms.

II. Technical proposals shall also:

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 the harvesting and stewardship projects.

C. Provide names and résumés for your 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.

**(ii) Capability and Past Performance**

I. Quality of Work: Demonstrated ability to perform services in accordance with contract specifications. Conformance to good standards of workmanship.

II. Customer Satisfaction: Satisfaction of end users with the contractor's completed products and services.

III. Timeliness of performance: compliance with delivery schedules; reliability; responsiveness to technical direction, no assessment of liquidated damages.

IV. Business relations: Effective management, ability to manage projects involving subcontracts, working relationship with the contracting officer and technical representatives, reasonable/cooperative behavior, flexibility, effective contractor recommended solutions, businesslike concern for government's interests.

V. Cost control: Ability to complete contracts within budget (at or below); reasonableness of price change proposals submitted; providing current, accurate, and complete billings.

VI. To further identify and support your Capability and Past Performance;

A. Provide a list of the experience of your key personnel who will actually be working on this contract.

B. Identify all subcontractors you propose to use for this contract and the work activities planned for subcontracting. Describe subcontractor's past performance using the criteria identified in IV, 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 Work Force.** Local labor is defined as \_\_\_\_\_. Identify how you intend to utilize labor, subcontractors, and other workforce from the local area. Preference will be given for the use of labor or subcontractors located closest to the contract area, and will be evaluated as follows;

I. Highest evaluated rating; Utilization of local labor as defined above.

II. Secondary evaluated rating; receiving some credit for local utilization: Utilization of work forces from anywhere within the State of Washington area.

III. Little or no utilization will receive the lowest rating for this criterion.

**b. Price Proposal.** Price proposals will not be scored. This criterion will consider price reasonableness, and assist in determining the bidder's understanding of the work. All Bidders must furnish a total value bid value in Block 14g for the mandatory timber cutting units. If a bid is entered for the optional timber cutting units in Block 14l, timber removal will be required. In addition, Bidders must enter a rate per unit in Block 15e and a total bid in Block 15f for the mandatory and optional stewardship projects.

**3. SUBMISSION OF BIDS:** Bids must be submitted to the Bid Custodian, designated by the solicitation as the receiving officer, at or prior to the time for receipt of bids. Such bids must be enclosed in a sealed envelope addressed to the designated receiving officer. The envelope should show on the outside (a) that it is a "Best Value Bid," and (b) the contract name or number, and the date and time of bid closing, as shown by the bid form. Bids received after the time specified on the bid form are late bids. Forest Service Handbook 2409.18, Chapter 60 will govern acceptance of such bids.

**4. OPENING OF BIDS:** The competitive proposal does not allow for public opening of bids. The Government may disclose the following information in post-award debriefings to other Bidders: (a) the overall evaluated price and technical rating of the successful Bidder; (b) the overall ranking of all Bidders, when any ranking was developed by the Agency during source selection, (c) a summary of the rationale for award, and (d) for acquisitions of commercial items, the make and model of the item to be delivered by the successful Bidder.

**5. EVALUATION AND AWARD OF CONTRACT:** 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 factors when combined, are approximately equal to cost or price. The critical factor in making any technical/price trade-off is not the spread between the technical ratings, but rather the significance of that difference. The significance of the spread in ratings will be determined on the basis of what that difference might mean in terms of performance and what it would cost the Government to take advantage of it. Where technical proposals are determined to be substantially equal, any cost/price advantage to the Government may control award.

Proposals must be submitted initially on the most favorable terms from a technical and price standpoint which the Offeror can submit to the Government. Therefore, the Government reserves the right to award without discussions with the Offerors. However, after receipt of initial offers, written or oral discussions may be conducted with all responsible Offerors whose offers are determined to be in the competitive range. Discussions conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

Firms lacking a past performance record (new firms or those with no relevant experience within their organization) will be treated as an unknown performance risk, and will receive a neutral rating in this criteria. A neutral rating will be established as the average of all other competing Offerors.

The Government may, when in its interest, reject any or all offers or waive any informality in offers received. A written award mailed (or otherwise furnished) to the successful Offeror shall be deemed to result in a binding contract without further action by either party.

If an appeal or lawsuit is filed challenging the decision to award this contract or upon determination by the Regional Forester that conditions existing on this stewardship contract are the same as, or nearly the same as, conditions existing on other contract(s) in appeal or litigation, Contracting Officer may delay award or reject all offers. If delay in award is for 10 days or more during Normal Operating Season after offer opening, Contracting Officer shall, upon award, adjust the contract term to include additional calendar days in one or more Normal Operating Seasons equal to the actual time lost.

**6. DAMAGES:** Bidder acknowledges that this contract shall be terminated for breach pursuant to blocks 16, 16a, 16b, 19, 20, 23, 24, and/or 25 of this bid form if: (a) the Bidder fails to execute a stewardship contract, or furnish a satisfactory performance bond, within the number of days listed in block 19, of award letter's date; or (b) the Bidder is found to have violated the False Statements Act in making any statement or certification on this bid form, including not meeting contractor responsibility requirements. The Bidder acknowledges that the Bidder shall not be entitled to cure this breach and that it will pay damages pursuant to the following terms:

Bidder's failure to execute and return this contract, or to provide the performance bond, within 30 days of the date of Contracting Officer's letter of award constitutes a breach of the contract. Bidder's failure to correct the breach within any additional time set by Contracting Officer constitutes a repudiation and breach of the contract and terminates the contract without further action by Contracting Officer. Damages due the United States shall be determined in the following manner: (a) The costs, as described in this instruction, incurred by Forest Service in contacting the other qualified bidders regarding accepting the award of the contract at the high Bidder's repudiated rate or (b) If another qualified bidder does not accept award of the contract at the high Bidder's repudiated rate:

(i) If the repudiated contract is reoffered within 6 months of the date of repudiation, damages shall be the difference between the total recontract bid value and the total value of Bidder's repudiated bid, plus costs described in this instruction or

(ii) If there are no responsive bids on the reoffered contract, damages shall be the difference between the reoffered appraised value and the total value of Bidder's repudiated bid, plus costs described in this instruction or

(iii) If the repudiated contract will not be reoffered or the reoffer is not made within 6 months of Bidder's repudiation, damages shall be the difference between the appraised value of this contract as of the date of Bidder's repudiation and the total value of Bidder's repudiated bid, plus the costs described in this instruction.

The costs to be included in damages are the costs the Government incurs in making the reoffer, including, but not limited to, salary costs, document preparation and duplication costs, mailing costs, and contract solicitation costs.

Damages will also include interest measured by interest at the Current Value of Funds Rate established by the Secretary of the Treasury. Interest will be calculated from the date of Bidder's repudiation to the date of award of the reoffered contract or to the date a determination is made not to reoffer the repudiated contract or for 6 months, whichever comes first.

**7. PRIVACY ACT:** All personal information is requested on a voluntary basis; however, if you do not provide this personal information, your bid will not be accepted and the contract will not be awarded to you. Solicitation of this information is necessary for the Government to conduct its contracting program and thus is authorized under the National Forest Management Act of 1976, (16 USC 472a). The principle purpose for collecting this information is to allow for proper award of a stewardship contract and to provide for administration of that contract after award. Other routine uses of this data include: (a) compilation of small business data to determine needs for set-aside contracts, (b) determination of volume purchased in any specific time period by a single contractor, and (c) determination of volume under contract by a contractor.

**8. ROAD COMPLETION DATE:** The Bidder hereby acknowledges that the Bidder is aware of the road completion date in the sample contract. The Bidder also acknowledges that if the Bidder elects to have Forest Service construct specified roads, the Bidder is aware: (a) that the Forest Service expects to contract for road construction, (b) that the stewardship contract will not be awarded unless a satisfactory road construction bid is received and a road construction contract is awarded or, if the Forest Service fails to receive such a bid within a maximum period stated in the solicitation of the road contract, the Bidder agrees to perform road construction, (c) that the Forest Service may extend the maximum award delay time by the amount of time needed to confirm either contract or road Bidder's size status or by any time in excess of 40 days from bid opening needed to begin solicitation of construction bids, and (d) that if the Forest Service extends the maximum award delay period because solicitation of the road contract is delayed, the Bidder may withdraw its bid without penalty.

**9. ELECTION OF ROAD OPTION AND CERTIFICATE OF SMALL BUSINESS STATUS:** The National Forest Management Act of 1976 (16 USC 472h(i)) provides that the Secretary of Agriculture may permit bidders qualifying as small business concerns under the Small Business Act to elect, when submitting a bid, to have the Secretary build the specified roads. Bidders qualifying as

a small business concern under the Small Business Act, as amended, and the regulations thereunder, may elect to have the Forest Service construct the Specified Roads required by this contract. The Bidder who does not elect agrees, if awarded the contract, to construct the roads in accordance with the contract. A Bidder who does elect acknowledges that Bidder is aware of and agrees to the conditions stated in instruction 8 and that the Bidder is a small business concern.

If you wish to elect Government construction, you must so indicate in block 18 on the bid form that you submit. You may not accept this election at a later time. If you do not elect Government construction on your original bid form and you receive contract award, you must construct needed specified roads. You must elect Government construction for all of the specified roads as a package. Election of Government construction of a portion of the roads constitutes a non-responsive bid. When you elect Government construction, you must certify your firm as a qualified small business concern and acknowledge your understanding that award of the contract cannot take place until the Forest Service ensures road construction.

Except in rare instances, and then only when indicated in the solicitation, the Forest Service must rely upon independent contractors to construct the roads when you request Government construction. The Forest Service shall make a good-faith effort to let a contract for the construction. Without receipt of a satisfactory bid under Federal Procurement Regulations, the Forest Service can only award the stewardship contract to you if you agree to perform the construction. This problem does not arise often, but you should consider the possibility when deciding upon your election.

The Act also requires that when the Bidder elects to have the Secretary build the roads, the price paid for the timber must include all of the estimated construction costs of the roads. The Bidder must pay the total cost of the road, regardless of the amount that the bid value exceeds base rate value. This means that you may be billed at a rate higher than the bid rate.

**10. ELECTION OF ROAD OPTION:** The Roads and Trails Act of 1964 (Public Law 88-657) provides that the Secretary of Agriculture shall not require a contractor to bear costs necessary to meet a higher road standard than is needed for the immediate harvest and removal of timber. The contract requires construction of some or all segments of road number(s) N/A to a design standard higher than that needed for this contract. Any bidder may elect at the time of sealed bid submission to have the Forest Service construct this (these) road(s). A Bidder who does elect acknowledges that the Bidder is aware of and agrees to the conditions stated in instruction 8.

If you wish to elect Government construction, you must so indicate in block 18 of the bid form that you submit. You cannot accept this election at a later time. If you do not elect Government construction on your original bid form and you receive the contract award, you must construct the above specified road(s). You must elect Government construction for all of the identified specified road(s) as a package. Election of Government construction of a portion of the road(s) constitutes a non-responsive bid. When you elect Government construction, you must acknowledge your understanding that award of the contract will not take place until the Forest Service ensures road construction.

Except in rare instances, and then only when indicated in the solicitation, the Forest Service must rely upon independent contractors to construct the road(s) when you request Government construction. The Forest Service shall make a good-faith effort to let a contract for the construction. Without receipt of a satisfactory bid under Federal Procurement Regulations, the Forest Service can only award the stewardship contract to you if you agree to perform the construction. This problem does not arise often, but you should consider the possibility when deciding upon your election.

#### **11. DEFINITIONS:**

**Affiliates:** Business concerns or individuals are affiliates of each other if, directly or indirectly, (a) either one controls or has the power to control the other; or (b) a third party controls or has the power to control both.

**Bidder:** A Bidder is any individual, organization, or other legal entity that submits a bid for, or may be expected to submit a bid for, a National Forest contract.

**Covered Transactions:** A primary or lower tier covered transaction. A primary covered transaction is any non-procurement transaction between an agency and a person. A lower tier covered transaction is any transaction between a participant and a person other than a procurement contract, unless the procurement contract is greater than \$25,000.

**Participant:** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction. This term also indicates any person who acts on behalf of or is authorized to commit a participant in a covered transaction as an agent or representative of another participant.

**Contract Officer:** An individual delegated responsibility for any specific aspect or task in the bidding or awarding process for contracts.

**Small Business:** In contracts of National Forest timber a small business is a concern that: (a) is primarily engaged in the logging and forest products industry; (b) is independently owned and operated; (c) is not dominant in its field of operation; and (d) together with its affiliates does not employ more than 500 persons.

**12. CERTIFICATION OF COMPLIANCE WITH EXPORT RESTRICTIONS:** Certain restrictions on the purchase and export of unprocessed logs cut from National Forest timber apply in various parts of the country. Pursuant to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*), the Bidder acknowledges that the Bidder is aware of the applicable export restrictions. The Bidder is aware that these restrictions affect the disposition of the included timber and is aware that the restrictions may reduce the potential value of the timber.

**13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS-CONTRACT TRANSACTIONS:** The inability of a person to provide the certifications in block 16a will not necessarily result in denial of participation in this contract (covered transaction). The Bidder shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Forest Service's determination whether to enter into this contract. However, failure of the Bidder to furnish a certification or an explanation shall disqualify such person from participation in this contract.

The certification is a material representation of fact upon which reliance was placed when the Forest Service determined to enter into this contract. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Forest Service may terminate this contract for cause or default.

The Bidder shall provide immediate written notice to the Forest Service officer, to whom this bid is submitted, if at any time the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in

the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Forest Service for assistance in obtaining a copy of those regulations.

The Bidder agrees by submitting this bid that, should the proposed contract transaction be entered into, it shall not knowingly enter into any subcontractor transaction (lower tier covered transaction) with a person who is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Forest Service's non-procurement Debarring and Suspending Official.

The Bidder further agrees by submitting this bid that it will provide the addendum titled 'Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion,' without modification, to all subcontractors and in all solicitations for subcontractors.

**14. SUBCONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Pursuant to 7 CFR 3017.335 each contractor shall require subcontractors to include a certification for it and its principals in any proposal submitted in connection with this contract. Contractors shall keep the certifications on file until the termination date of the contract.

A participant in a contract may rely upon a certification of a prospective subcontractor that it is not proposed for debarment under 48 CFR 9.4, debarred, suspended, ineligible, or voluntarily excluded from the contract, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized in paragraph 5 of the instructions for certification, if a contractor knowingly enters into a subcontractor transaction with a person who is proposed for debarment under 48 CFR 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this contract, in addition to other remedies available to the Federal Government, the Forest Service may terminate this contract for cause or default and/or pursue suspension and/or debarment. The instructions and certification follow:

**INSTRUCTIONS FOR:**  
**Subcontractor Certification**  
**Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

1. By signing and submitting this proposal, the prospective subcontractor (lower tier participant) is providing the certification set out below.

2. The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Forest Service, with which this transaction originated, may pursue available remedies, including suspension and/or debarment.

3. The prospective subcontractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Forest Service for assistance in obtaining a copy of those regulations.

5. The subcontractor agrees by submitting this certification that, should the proposed subcontract be entered into, it shall not knowingly enter into any other subcontract with a person who is proposed for debarment under 48 CFR 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Forest Service.

6. The subcontractor further agrees by submitting this certification that it will include this certification titled 'Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion,' without modification, and instructions in all subcontracts and in all solicitations for its subcontracts.

**Subcontractor Certification**  
**Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Contract Name: Elk Forage Stewardship

National Forest: Mt. Baker-Snoqualmie

The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.

Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.

Name of Subcontractor: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature