

## INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

<b>Stewardship Contract Name :</b> Raven Rock IRTC	<b>Type of Contract :</b> Premeasured
<b>National Forest :</b> NFS In Alabama	<b>Ranger District :</b> Shoal Creek
<b>Bidding Method :</b> Sealed Bid	
<b>Location to Receive Offers :</b> District Office, Heflin, AL	
<b>Date :</b> 09/13/2016	<b>Time :</b> 10:00 AM

**1. INTRODUCTION.** This prospectus furnishes prospective offerors with information not contained in the published advertisement and is designed to enable offerors to decide whether or not to further investigate this stewardship project. The prospectus is not a legally binding document, but is offered to provide general information about a Stewardship Contract. The prospectus does not include descriptions, estimates, and other data that are contained in the sample contract, unless otherwise stated. In the event that the prospectus contains an error or contradicts the sample contract, the contract governs. Offerors are urged to examine the contract and make their own estimates. Contract 2400-13T 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.

**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 payment units, 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 sale area is located on the Talladega NF, Shoal Creek RD, approximately 12 miles northeast of Heflin, AL in Cleburne County, including about 1,910 acres, of which an estimated 574 acres are marked and/or designated for cutting. The method of cut includes 574 acres of thinning.

This is a premeasured timber sale. The following listing of Included Timber by method of cut is for information only. Refer to the Sample Contract for specific requirements.

All trees that meet utilization standards listed in AT2 within Leave-Tree marked Payment Units 1, 5, 9, 11, 13, 14 and 15 (LTM as shown on the Contract Area Map) are designated for cutting except for those trees that are marked with ORANGE paint at eye level and below stump height. Unit boundaries are marked in ORANGE paint as well.

All trees that meet utilization standards listed in AT2 within Individual Tree Marked Payment Unit(s) 2, 3, 4, 6, 7, 8, 10 and 12 (CTM as shown as Sale Area Map) that are designated for cutting have been marked by paint spots below stump height and at about eye level. Sawtimber trees have two spots on the stump and small roundwood have 1 spot. Individual trees shall be cut so as to leave paint visible on the stump. Unit boundaries are marked in orange paint.

**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.

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
<b>Mandatory Timber Cutting Units :</b>							
Hardwoods	Sawtimber	CCF	1,153.00	0	\$36.91	\$0.00	\$0.91
Southern Yellow Pine	Sawtimber	CCF	3,981.00	0	\$36.23	\$0.00	\$0.91
Hardwoods	Pulpwood	CCF	1,515.00	0	\$18.76	\$0.00	\$0.91
Softwood - Other	Pulpwood	CCF	2,023.00	0	\$18.20	\$0.00	\$0.91
	<b>TOTAL</b>	CCF	8,672.00			\$0.00	\$7,891.52

### 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							

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)
<b>Mandatory Stewardship Work Items</b>			
001	Midstory Removal	Acres	65.00
003	Midstory Removal	Acres	39.00
008	Midstory Removal	Acres	27.00
011	Midstory Removal	Acres	107.00
012	Midstory Removal	Acres	6.00
013	Midstory Removal	Acres	22.00

**5. PERIOD OF CONTRACT.** The normal operating season covers the period between 03/15 and 11/01.

Contract termination date is 11/01/2019. 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.

**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; or \$24900, whichever is greater.

**8. SPECIFIED ROADS.** Not Applicable.

**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.** Not Applicable.

**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, OSHA Region IV, 1375 Peachtree Street, NE Suite 587, Atlanta, GA 30367, (404) 347-3573.

**20. GENERAL.** 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>.

-- PRE-ENTRY CONFERENCE: A pre-entry conference will be held with the Forest Service Representative, designated Purchaser's Representative and Logging Contractor before the start of logging operations. The purpose of the meeting is to ensure that there is a clear understanding of the contractual requirements and obligations of all parties concerned.

-- ADVANCED DEPOSIT: It is recommended that the Purchaser enters into an agreement to provide "Advance Cash Deposit" to facilitate the timely removal of additional timber marked during the course of the sale for landings, temporary roads, skid trails, etc., as they can not be cut and removed without being paid for first.

-- FINANCIAL REVIEW: A financial review will be required of Purchaser having never purchased a Forest Service timber sale unless the sale is to be paid for in-full in advance or a payment guarantee for bid value of sale plus associated charges is provided prior to contract award. Purchaser not having purchased and operated a FS sale in the last 3 years or have experienced significant financial changes (bankruptcy) maybe required to under go a financial review.

-- PAYMENT UNIT RELEASE: No more that two (2) Payment Units will be allowed "open" at any one time, unless otherwise agreed to in writing.

-- SAFETY: Purchaser is responsible for erecting and maintaining appropriate safety warning signs on road and/or trails within or adjacent to sale area at locations specified by the Forest Service and/or as agreed to in the Purchaser's Safety and Traffic Control Plan.

-- PROTECTION OF IMPROVEMENTS: Purchase's operations will protect Improvements, as identified on the the Sale Area Map, from damage. If damaged, the Purchaser will take immediate necessary actions to repair and/or mitigate the damage. Improvements to be protected are monuments and gates.

-- SPECIAL AREAS: Special Protection Areas, identified on the Sale Area Map by SA, occur within Payment Units 3, 8, 11, 12 and 14. These areas are identified on-the-ground by WHITE painted boundaries. All equipment is prohibited from entering these areas without prior written agreement. Every effort will be made not to fall trees into these Areas. Should this occur trees can be pulled from protected areas without getting equipment inside the areas or the tree will bucked off at the point on the tree where it crosses the protection boundary.

-- DURING HAUL MAINTENANCE: During haul road maintenance by the Purchaser is required on some FS roads. Work includes: FS road 552 - Surface Blading, Waterbars and Spot Surfacing; FS road 552B - Surface Blading and Spot Surfacing; FS road 555 - Surface Blading and Spot Surfacing. A cost allowance of \$8,208.00 was given in the appraisal for this work.

-- TEMPORARY ROADS: There is an anticipated need for temporary road building on this sale. To facilitate hauling, light maintenance work will be required which includes skidder blading, curve widening and removal of some encroaching trees to increase road width. 100 Tons of pit-run gravel was allowed for in the appraisal to fill in boggy areas and/or larger pot holes.

PURCHASER BE AWARE that use of temporary roads is a Purchaser maintenance responsibility. USE OF ROADS WHEN WET may require the hauling and spot surfacing of #3 gravel depending upon the time of the year and/or weather conditions when roads are used.

-- PROTECTED STREAMS: Protected streamcourses, as shown on the Sale Area Map, will be protected from logging activities and kept free of created debris unless agreed to otherwise. Crossing of streams is prohibited without prior written agreement.

-- SLASH TREATMENT (GENERAL): Created logging debris will be lopped and scattered to within 2 feet of the ground at and adjacent to landings and delimiting areas. Upon agreement, this debris can be scattered back over the cutting unit or on main skid trails having exposed soil.

-- SHOW-ME TRIP: A show-me trip is scheduled for August 30, 2016 beginning at 9:00am from the Shoal Creek District Office located at 451 Hwy 281 Heflin, AL 36264.

-- EROSION CONTROL (GENERAL): Purchaser shall construct waterbars and/or dips for diversion of water from roads, skid trails and/or landings as designated on-the-ground by the Forest Service. Should waterbars fail or not function properly during a 1-year period after being construction, the Purchaser is responsible for their repair.

-- EROSION CONTROL SEEDING: As designated by the Forest Service, the Purchaser is required to revegetate areas where logging and/or construction activities have exposed mineral soil. Mulching of exposed soils on slopes greater than 6% and having no tree canopy will be required. Temporary roads will be ripped/disked with seed, fertilizer, lime and/or mulch spread uniformly over treatment area in accordance with contractual requirements. Purchaser may request that the required work be performed by the Forest Service under a Cooperative Agreement. If the Forest Service agrees to preform said work, the Purchaser will deposit \$1,264.00 LUMP-SUM.

The successful offeror shall register in the Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.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	20%
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	20%
1. Key Personnel	
2. Subcontractors	
3. Past Contacts	
D. Utilization of Local Workforce	5%
E. Other	5%

In reference to letter D. Utilization of Local Work Force: The local community is defined as the area relevant to the contract area boundary of the Raven Rock IRTC. Heflin, AL may be used as a geographical point of reference but is not the only town or city

of consideration. The offeror shall describe their ability to enhance local and small business employment. Identify how you intend to utilize local hires and subcontractors.

In reference to letter E. Other: Geographical Proximity - the offeror will provide driving distance in miles from the contractor and/or sub-contractor's facility to Heflin, AL. Identify where you intend to deliver logs. Provide the name of the facility and its distance in miles from Heflen, AL town limits. A small business concern is a concern primarily engaged in the timber harvest or service work, which is independently owned and operated, is not dominant in its field of operation, and together with its affiliates, does not employ more than 500 persons.

**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.