

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

| | |
|---|---------------------------------------|
| Stewardship Contract Name : River Road Stewardship | Type of Contract : Premeasured |
| National Forest : Chippewa | Ranger District : Blackduck |
| Bidding Method : Sealed Bid | |
| Location to Receive Offers : Blackduck, MN | |
| Date : 10/28/2020 | 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 2400-13T 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 20, General for instructions for preparation of technical proposals and evaluation factors for award.

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

This timber is located east of Cass Lake, near the Mississippi River and is primarily pine

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 |
| Red/White Pine | Sawtimber | CCF | 311.00 | N/A | \$65.38 | \$0.00 | \$0.00 |
| Aspen | Pulpwood | CCF | 13.00 | N/A | \$23.65 | \$0.00 | \$0.00 |
| Mixed Hardwoods | Pulpwood | CCF | 1.00 | N/A | \$3.56 | \$0.00 | \$0.00 |
| Pine | Pulpwood | CCF | 875.00 | N/A | \$24.58 | \$0.00 | \$0.00 |
| TOTAL | | CCF | 1,200.00 | | | \$0.00 | \$0.00 |

Mandatory Timber Cutting Units :

| | | | | | | | |
|-----------------|-----------|-----|----------|-----|---------|--------|--------|
| Red/White Pine | Sawtimber | CCF | 311.00 | N/A | \$65.38 | \$0.00 | \$0.00 |
| Aspen | Pulpwood | CCF | 13.00 | N/A | \$23.65 | \$0.00 | \$0.00 |
| Mixed Hardwoods | Pulpwood | CCF | 1.00 | N/A | \$3.56 | \$0.00 | \$0.00 |
| Pine | Pulpwood | CCF | 875.00 | N/A | \$24.58 | \$0.00 | \$0.00 |
| TOTAL | | CCF | 1,200.00 | | | \$0.00 | \$0.00 |

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 | | | | | | | |

Not Applicable

Timber Subject to Agreement

| Species | Product | Unit of Measure | Fixed Rates | Slash Disposal Deposits | Road Maintenance Deposits |
|----------------|------------|-----------------|-------------|-------------------------|---------------------------|
| Pine - Biomass | Grn Bio Cv | CCF | \$1.00 | | |

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 | | | |
| 1 | Pimushe Lake Access Road | Tasks | 1.00 |

5. PERIOD OF CONTRACT. The normal operating season covers the period between 05/15 and 03/15.

Contract termination date is 09/10/2023. 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.

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 \$4300, 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, 443 Lafayette RD, N St. Paul, MN 55155, 651-282-5772.

20. GENERAL. This contract includes K(T)-I(T).2.1-Contract Term Adjustment, to allow stewardship projects to be eligible for contract term adjustment (CTA) if scheduled stewardship work is interrupted or delayed by any of the three circumstances stated in this provision. I(T).2.1-Contract Term Adjustment is inapplicable.

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

Until further notice; The USDA Forest Service, Chippewa National Forest will only accept timber sale bids submitted via mail. Bids must be received by the date, time and at the location specified in the bidder's letter and/or bid sheet.

KT-CT.3.5.5# Individual Trees, Cut Tree Mark - All Payment Units are Cut Tree Mark (CTM) with Yellow Paint

KT-GT.7# - Slash Disposal Measures - All Payment Units are Lop and Scatter

KT-GT.9# - Stewardship Project - Service Work includes repairing a portion of Pimushe Lake Access Road to include 60 yards of class 5 gravel and 24 yards of Rocks

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

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

(a) General Instructions. Proposals submitted shall be furnished in the following format with the numbers of copies as specified below.

(1) - The proposal must include a technical proposal and price proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost.

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

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

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

(i.) One copy of the completed, signed offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract, and

(ii.) Three copies of the technical proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. Refer to offer form for Technical Proposal Instructions.

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 factors 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 factor.

EVALUATION CRITERIA

The evaluation factors for this contract and their relative importance are listed below. All subfactors within a factor are equal in weight. Technical evaluation factors may be weighted in only one of the following two ways:

- (1) They may be ranked in numerical order of importance, where 1 is most important. Equal rank indicates approximately equal importance; or
 (2) They may be weighted as an approximate percentage of 100%. Method (2) may be used any time, but it must be used if any factor is disproportionately weighted.

All technical evaluation factors (I. below), when combined, are significantly less important than price (II. below).

If box is checked, supplemental technical proposal information is included with this solicitation.

| I. <u>Technical Evaluation Factors</u> | <u>Ranking of Importance</u> | or | <u>Approximate Weight</u> |
|---|------------------------------|----|---------------------------|
| A. Technical Approach | | | 40% |
| 1. Plan of Operations | | | |
| 2. Quality Control | | | |
| 3. Contract Manager and On-the-Ground Supervisor(s) | | | |
| 4. Equipment | | | |
| 5. Production Capability | | | |
| 6. Other Subfactors: | | | |
| N/A | | | |
| B. Capability and Past Performance | | | 40% |
| 1. Key Personnel | | | |
| 2. Subcontractors | | | |
| 3. Past Contacts | | | |
| 4. Other Subfactors: | | | |
| N/A | | | |
| C. Utilization of Local Workforce | | | 20% |
| 1. Other Subfactors: | | | |
| N/A | | | |

II. Price Evaluation Factor

A. Offeror's price proposal information is required on offer form FS-2400-14BV or FS-2400-14BVU provided by the Forest Service for this contract.

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. 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.

TC24: STAND TABLE FOR SALE 11115 -- ESTIMATED NUMBER OF TREES
 BY 2" DIAMETER CLASS

PAGE 12

(12-inch class = 11.0 - 12.9 inches; 14-inch class = 13.0 - 14.9 inches, and so on.)

CRUISE#: 11115 SALE#: 11115

SALENAME: River Road

VERSION: 10.01.2019

RUN DATE & TIME: 7/24/2020 10:48:05 AM

VOLUME LIBRARY VERSION: 09.25.2019

| | Jack Pine | Red Pine | Sugar Maple | Birch | Aspen | |
|--------|-----------|----------|-------------|-------|-------|--------|
| SPEC | 105 | 125 | 318 | 375 | 746 | |
| PROD | ALL | ALL | ALL | ALL | ALL | |
| U OF M | ALL | ALL | ALL | ALL | ALL | TOTALS |
| <hr/> | | | | | | |
| 1-4 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6 | 322 | 4365 | 39 | 4 | 292 | 5022 |
| 8 | 0 | 7806 | 15 | 0 | 42 | 7862 |
| 10 | 0 | 2803 | 0 | 0 | 21 | 2824 |
| 12 | 0 | 943 | 0 | 0 | 0 | 943 |
| 14 | 0 | 45 | 0 | 0 | 0 | 45 |
| TOTALS | 322 | 15961 | 54 | 4 | 355 | 16696 |