

INTEGRATED RESOURCE TIMBER CONTRACT PROSPECTUS

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 :

Hardwoods	Sawtimber	Ton	1,713.00	\$0.00	\$6.88	\$0.00	\$0.02
Southern Yellow Pine	Sawtimber	Ton	14,220.00	\$0.00	\$6.88	\$0.00	\$0.02
Hardwoods	Pulpwood	Ton	2,757.00	\$0.00	\$6.88	\$0.00	\$0.02
Softwood - Other	Pulpwood	Ton	4,513.00	\$0.00	\$6.88	\$0.00	\$0.02
TOTAL		Ton	23,203.00			\$0.00	\$464.06

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.

All of the mandatory stewardship work items, as shown in A4c or AT4d of the sample contract, shall be performed. Optional stewardship work items, as shown in A4c or AT4d of the sample contract, shall be performed when authorized in writing by Contracting Officer. Such authorization may be for all or a portion of the quantity shown. Optional stewardship work items may be selected and authorized in any order. Upon written request of Contractor, additional stewardship work items shall be considered and authorized; however, Contracting Officer shall not be obligated to authorize additional stewardship work items if three or more authorized optional stewardship work items or any of the mandatory stewardship work items remain uncompleted. Contracting Officer shall not be obligated to authorize additional stewardship work items at any time if Contracting Officer determines that there is insufficient value of remaining designated timber to cover the value of additional stewardship work items.

Stewardship Schedule of Work Items			
Item Number (a)	Work Activity Description (b)	Unit of Measure (c)	Estimated Quantity (d)
Mandatory Stewardship Work Items			
001	Snag Mitigation	Acres	4.00
002	Snag Mitigation	Acres	4.00

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

The contract termination date is 05/01/2026. Extensions of this contract may be granted only when the contractor has met specified conditions.

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

6. PAYMENT. Payment for timber and any required deposits for slash disposal or road maintenance are required in advance of cutting. Contractor may earn stewardship credits or provide an acceptable payment guarantee prior to cutting. "Stewardship Credits" are credits that are earned and established when work described in C/CT6.9# of the sample contract has been performed and accepted. Stewardship Credits shall be earned at the offer rate as shown in the awarded contract. Earned Stewardship Credits may be used to pay for Included Timber value in excess of Base Rates and Required Deposits. Base Rates and Required Deposits must be paid in cash.

7. PERFORMANCE BOND. A performance bond is required. The penal sum of the bond will be 10 percent of the total offer value for included timber, rounded up to the nearest \$100 when the total offer value is less than \$10,000, and rounded up to the nearest \$1000 when the total offer value is \$10,000 or more. If the amount determined above is less than \$16,000, the performance bond shall be \$16,000.

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 C/CT5.32# in the sample contract. Maintenance specifications are in the sample contract.

10. INAPPLICABLE STANDARD PROVISIONS. See sample contract.

11. SPECIAL C/CT PROVISIONS. See sample contract.

12. SET-ASIDE CONTRACTS. Not Applicable.

13. LOG EXPORT AND SUBSTITUTION RESTRICTIONS. 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, if required, by the date required in the award letter; or 2) offeror is found to have violated the False Statements Act in making any statement or certification on the offer form including not meeting responsibility requirements, and offeror has made a false statement.

18. SUSPENSION AND DEBARMENT CERTIFICATION. Non-procurement debarments and suspensions are governed by the OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (2 CFR 180), and the policies and procedures for nonprocurement debarment and suspension specific to USDA and the Forest Service (2 CFR 417).

These rules require each contractor, to submit form AD-1047 Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions for themselves, their principals, and their affiliates when requested by the contracting officer. The bidder shall designate their status regarding debarment, suspension, and other matters as specified on the bid form. The bidder, by signing the bid form, certifies this status. An explanation for not submitting a certification may be submitted. The Contracting Officer will determine whether the explanation provides sufficient reason for permitting participation in the bidding. Also, as a Contractor enters into transactions with subcontractors, these subcontractors shall certify their eligibility. Form AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tiered Transactions must be provided to subcontractors, but completed certifications are not required to be submitted with bid forms. Contractor shall keep these subcontractor certification forms on file for review by the Forest Service, if requested.

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

19. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. Conduct of operations on this contract is subject to compliance with all OSHA requirements related to the various work activities. Inspection by OSHA may include inspection for compliance with the logging operations regulations at 29 CFR 1910.266. This standard is applicable to the entire logging industry

wherever logging operations occur. Information is available to assist Contractors to ensure compliance with the logging operations regulations during conduct of this contract from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA Region IV, 1375 Peachtree Street, NE Suite 587, Atlanta, GA 30367, (404) 347-3573.

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

Corporations submitting an offer under this solicitation must include form AD-3030 Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants. Copies of this form may be obtained from the Forest Service office shown on page 1 of this prospectus or electronically at:

<http://www.ocio.usda.gov/policy-directives-records-forms/forms-management/approved-computer-generated-forms>.

-- PRE-ENTRY CONFERENCE: A pre-entry conference will be held with the Forest Service Representative, designated Contractor 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.

-- FINANCIAL REVIEW: A financial review will be required of Contractor 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. Contractor 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.

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

-- SAFETY: Contractor 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 Contractor Safety and Traffic Control Plan.

-- PROTECTION OF IMPROVEMENTS: Contractor operations will protect Improvements, as identified on the the Contract Area Map, from damage. If damaged, the Contractor will take immediate necessary actions to repair and/or mitigate the damage. Improvements to be protected are property corners, monuments, line trees, witness trees, gates, buried utility lines, and road signs.

-- PRE-HAUL MAINTENANCE: Pre-haul road maintenance by the Contractor is required on FS road(s): 510G Re-open Road. A cost allowance of \$200.00 was given in the appraisal for this work.

-- DURING HAUL MAINTENANCE: During haul road maintenance by the Contractor is required on some FS roads. Work includes: FS road 510G, 510H, 518 and 517- surface blading and spot surfacing. A cost allowance of \$4,542 was given in the appraisal for this work.

-- PROTECTED STREAMS: Protected streamcourses, as shown on the Contract 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. Stream crossings for subdivision 1 and 9 will be agreed upon in writing prior to implementation.

-- SLASH TREATMENT (SPECIFIC): Contractor shall lop and scatter all created debris to lie within 2 feet of the ground in the Slash Treatment Zones as identified on the Contract area map. The width of the zone is 100 feet from the edge of County Road 3 and of road into subdivision 5. This project may also require skidder/operator to knock down any hanging material within the treatment zone 100 feet into subdivisions on County Road 3 and of road into subdivision 5. A COST ALLOWANCE of \$1,632 was given in the appraisal for slash treatment along County Road 3 and of road into subdivision 5.

-- SLASH DISPOSAL (SPECIFIC): Within Subdivisions 1, 4, 5, 6, 7, 8, and 9, all slash accumulated at landings and delimbing areas shall be loped and scattered throughout the subdivision within 3 ft of the ground, unless it is agreed in writing that slash can be used to cover areas having exposed soil, such as skid trails, for erosion control purposes.

-- ADVERSE SKID (SPECIFIC): Skid distances of longer than 0.25 miles from subdivision exist in sale. A COST ALLOWANCE of \$56,157 was given in the appraisal for longer than normal skidding distances.

-- EROSION CONTROL (GENERAL): Contractor 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 Contractor is responsible for their repair.

-- EROSION CONTROL SEEDING: As designated by the Forest Service, the Contractor 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. Contractor 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 Contractor will deposit \$1,306 LUMP-SUM.

-- STEWARDSHIP PROJECT (SNAG MITIGATION): Stewardship projects 001 and 002 (SPB snag mitigation) have a required completion date by Nov. 1, 2025.

-- STEWARDSHIP PROJECT: Stewardship projects 001 - Additional required acres may be added to treatment areas that were not present in the projected acres listed in the provisions. These additional acres will be the subject of a contract modification.

-- This is a WEIGHT SCALED SALE. All loads will be weighted at Forest Service approved scale locations. SCALES MUST BE CERTIFIED BY THE FOREST SERVICE PERSONNEL PRIOR TO WEIGHING. ALL HAUL ROUTES AND TRUCKS MUST BE APPROVED BY THE CONTRACTING OFFICER PRIOR TO HAULING. Payments will be made by the ton at contract rates.

-- This sale includes subdivisions that have southern pine beetle (SPB) activity.

-- Contractor will pay \$475 (\$0.02/ton) for recurrent maintenance and no deferred maintenance in addition to stumpage payments. A cost allowance of \$475 was given in the appraisal for these deposits. Additional stumpage added after contract execution will include a road maintenance deposit of \$0.02/ton.

-- Contractor is responsible for obtaining any required state and/or county permits on routes used for hauling.

-- Contract term adjustment may be granted by the CO on previously purchased green timber sales on time spent on cutting salvage timber.

-- For questions, contact Wesley Todd 256-493-3912

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

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND PRICE PROPOSALS

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

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

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

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

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

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

(ii.) Three copies of the technical proposal.

(iii.) One copy of the business/cost proposal.

(b) Technical Proposal Instructions. Technical proposals will be evaluated to determine the ability of the Contractor to meet the requirements of the Government. As a minimum, the proposal must clearly provide the following:

EVALUATION, NEGOTIATION AND AWARD PROCESS

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

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

EVALUATION CRITERIA

The 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 approximately equal to 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:			
Geographical Proximity			

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

Price proposals will not be scored.

POSTAWARD DEBRIEFING OF OFFERORS

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