

Reply to: 2430
Date: 04/23/2025

Dear Prospective Bidder:

On 06/04/202, at 02:00PM, sealed bids will be opened in the Walker District Office for the Twin Wax Stewardship sale. This sale is located in part of Sections 11, 12, 13, 14, 22, 23, 24 and 25, T141N, R27W, and parts of Sections 7, 19, and 20, T141N, R26W, 5th P.M., Chippewa NF, Cass County, MN. Timber sale Contract 2400-13T will be used. The termination date for this sale is 09/30/2028.

This sale is an Integrated Resource Timber Contract which will utilize the exchange of a commercial forest product (goods) for work performed (services). Use of goods for services will necessitate use of contractual term "Stewardship Credits" to apply to service work in the contract. Service work that is completed will be identified as credits toward the purchase of forest products. Bidding occurs on both the forest products offered (goods) and work performed (services).

The estimated quantities in this contract have been determined prior to felling. The total estimated quantity on this sale is 7,139 CCF. The Forest Service encourages potential bidders to make their own inspection and estimate prior to bid submission. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the following quantity estimates:

Estimated Quantities and Rates per Unit of Measure							Required Deposits	
Species	Product	Unit of Measure	Estimated Quantities	Estimated # of Trees	Advertised Rates	Base Rates	Slash	Road
Mixed Hardwood	Sawtimber	CCF	1218.00	5,037	\$4.99	\$0.00	\$0.00	0.37
R&WP	Sawtimber	CCF	1114.00	5,538	\$46.64	\$0.00	\$0.00	0.37
Spruce	Sawtimber	CCF	58.00	1,318	\$21.96	\$0.00	\$0.00	0.37
Aspen	Pulpwood	CCF	1621.00	13,015	\$26.79	\$0.00	\$0.00	0.37
Mixed Conifer	Pulpwood	CCF	425.00	8,211	\$20.77	\$0.00	\$0.00	0.37
Mixed Hardwood	Pulpwood	CCF	2068.00	25,955	\$4.88	\$0.00	\$0.00	0.37
Pine	Pulpwood	CCF	528.00	1,908	\$29.08	\$0.00	\$0.00	0.37
Tamarack	Pulpwood	CCF	107.00	1,689	\$1.11	\$0.00	\$0.00	0.37
	Total	CCF	7139.00				\$0.00	\$2,641.43

The total advertised value for this sale is \$137,127.15

Stewardship Projects Work Items (services)

1. Salvage, Sanitation/Suppression Harvests - Big Rice Lake

No bid deposit is required. All offers must attach a technical proposal. Offers will not be publicly opened or disclosed.

If you wish further information on this sale, the prospectus and bid form, please write or call the USDA Forest Service, Walker District Office, 201 Minnesota Ave. East, Walker, MN 56484, (218)547-1044.

If you would like to view and/or print the detailed information on this sale follow the link:

<https://www.fs.usda.gov/resources/chippewa/landmanagement/resourcemanagement>. See QR code below.

Sincerely,

ANN LONG
VOELKNER

Digitally signed by ANN
LONG VOELKNER
Date: 2025.04.15
11:43:17 -05'00'



Ann Long Voelkner
District Ranger
Enclosure

Mandatory Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance
Mandatory Timber Cutting Units :							
Mixed Hardwood	Sawtimber	CCF	1,218.00	\$0.00	\$4.99	\$0.00	\$0.37
R&WP	Sawtimber	CCF	1,114.00	\$0.00	\$46.64	\$0.00	\$0.37
Spruce	Sawtimber	CCF	58.00	\$0.00	\$21.96	\$0.00	\$0.37
Aspen	Pulpwood	CCF	1,621.00	\$0.00	\$26.79	\$0.00	\$0.37
Mixed Conifer	Pulpwood	CCF	425.00	\$0.00	\$20.77	\$0.00	\$0.37
Mixed Hardwood	Pulpwood	CCF	2,068.00	\$0.00	\$4.88	\$0.00	\$0.37
Pine	Pulpwood	CCF	528.00	\$0.00	\$29.08	\$0.00	\$0.37
Tamarack	Pulpwood	CCF	107.00	\$0.00	\$1.11	\$0.00	\$0.37
TOTAL		CCF	7,139.00			\$0.00	\$2,641.43

Optional Estimated Quantities and Rates per Unit of Measure

				Rates Per Unit of Measure			
Species	Product	Unit of Measure	Estimated Quantities	Base Rate	Advertised Rate	Additional Deposits for Slash Disposal	Road Maintenance

Not Applicable

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			
1	1. Salvage, Sanitation/Suppression Harvests - Big Rice Lake EAB Project	Acres	38.00

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

The contract termination date is 09/30/2028. 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 \$14,000, the performance bond shall be \$14,000.

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

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 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>.

Producer Price Index listed in AT (Wood Chips, 3211135). Upon written request, the specified index may be changed by mutual agreement prior to contract execution. Pursuant to 36 CFR 223.52, purchasers requesting a change of index at time of award must substantiate the need for an alternative index by providing the Contracting Officer a list of products, by volume, the purchaser intends to produce from the timber.

Operating Requirements: There are special operating requirement provisions included, see the Sample Contract for details.

Slash Disposal: There are special slash disposal provisions included, see the Sample Contract for details.

Site Protection Measures: There are special site protection measure provisions included, see the Sample Contract for details.

Payment Unit ROW is included in this contract for timber that may be designated to facilitate road maintenance. Volumes of Included Timber shall be deleted from the original Payment Unit and added to Payment Unit ROW. Payment Unit ROW may be released upon payment of Advance Deposits pursuant to BT4.212.

Stewardship service work items are included in the bidding of this project and consist of Reforestation - Timber Stand Improvement work. Refer to CT6.9# of the Sample Contract. Decked timber resulting from service work will be offered to successful offeror at negotiated rates under BT3.41.

Bids will be evaluated on a best value unit rate basis and bidders must submit a technical proposal and a per unit rate for timber and service items. No bid deposit is required. All bids must attach a technical proposal. Offers will not be publicly opened or disclosed.

Additional information concerning this Sale may be obtained from the District Ranger's Office, Walker Ranger District, Walker, Minnesota or the Forest Supervisor's Office, Cass Lake, Minnesota.

If you would like to view and/or print the detailed information on this sale follow the link:
<https://www.fs.usda.gov/resources/chippewa/landmanagement/resourcemanagement> .

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 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:			
Resource Protection/Product Utilization			
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:			
Local Labor (Chippewa National Forest Definition)			

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.

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

VERSION: 09.18.2024

VOLUME LIBRARY VERSION: 06.26.2024

SPEC	071	094	095	125	316	318	375	543	544	741	
PROD	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL	
U OF M	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL	ALL	
1-4	0	0	0	0	0	0	0	0	0	0	
6	994	3973	1589	382	2016	4032	504	2016	0	0	
8	596	2384	265	1526	1764	3528	2520	1260	0	0	
10	0	1318	0	1026	1512	252	1008	0	0	200	
12	99	0	0	2872	0	180	1079	180	0	0	
14	0	0	0	1231	0	0	360	0	180	0	
16	0	0	0	205	0	0	0	0	0	0	
18	0	0	0	205	252	0	0	0	0	0	
20	0	0	0	0	0	0	0	0	0	0	
22	0	0	0	0	0	0	0	0	0	0	
TOTALS	1689	7675	1854	7446	5544	7992	5471	3456	180	200	

SPEC	743	746	823	833	951	
PROD	ALL	ALL	ALL	ALL	ALL	
U OF M	ALL	ALL	ALL	ALL	ALL	TOTALS
1-4	0	0	0	0	0	0
6	200	3204	0	0	1260	20169
8	200	4806	252	252	2016	21369
10	200	2002	504	252	756	9030
12	0	1201	180	360	720	6871
14	200	200	0	0	720	2890
16	0	400	0	360	180	1145
18	0	200	0	180	180	1017
20	0	0	0	0	0	0
22	0	0	0	180	0	180
TOTALS	801	12014	936	1583	5831	62671