



Metropolitan Wastewater MANAGEMENT COMMISSION INVITATION TO BID (ITB)

PROJECT NUMBER	P80083	
PROJECT NAME	MU3 Poplar Harvest Management Services	
SERVICES REQUESTED	Logging, wood product sales, and associated services	
PROJECT LOCATION	MWMC Biosolids Management Facility and Biocycle Farm 29689 Awbrey Lane, Eugene, Oregon 97402	
ONLINE PROJECT INFORMATION	www.mwmcpartners.org/poplarharvest	
ONLINE BID DOCUMENT VIEWING	www.mwmcpartners.org/capital-improvements/invitation-to-bid	
BID DEADLINE	April 16, 2021 12:00 p.m. (PDT) Late Bids will be rejected	
BID ELECTRONIC SUBMITTAL ADDRESS	Todd Miller, MWMC Project Manager tmiller@springfield-or.gov	
BID OPENING	April 16, 2021 - 3:00 p.m. (PDT) Bid opening will be presented online via Zoom (or similar platform) accessible by a link posted to the Invitation to Bid web page (see "Bid Document Viewing" above) prior to the Bid Opening date	
ISSUING AGENCY	Metropolitan Wastewater Management Commission (MWMC) 225 Fifth Street (Suite 101) Springfield, OR 97477	
PROCUREMENT CONTACT	NAME	Todd Miller
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DATE OF ISSUE: March 15, 2021		

Invitation to Bid
MU3 POPLAR HARVEST MANAGEMENT SERVICES
Biocycle Farm MU3 Harvest

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List of Acronyms

BDT Bone Dry Tons

DEQ Department of Environmental Quality

EFU Exclusive Farm Use

MBF Thousand (M) Board Feet

MU Management Unit (e.g. MU1, MU2, MU3; also may be written as MU-1, MU-2, MU-3)

MWMC Metropolitan Wastewater Management Commission

NPDES National Pollutant Discharge Elimination System

OAR Oregon Administrative Rule

ORS Oregon Revised Statute

ITB Invitation to Bid

UGB Urban Growth Boundary

INVITATION TO BID

MU3 POPLAR HARVEST MANAGEMENT SERVICES

Biocycle Farm MU3 Harvest

I. GENERAL INFORMATION

This section provides details about this Invitation to Bid (ITB), the requesting agency, the purpose of the solicitation, and the Bid submittal process.

A. OVERVIEW¹

This document along with all attachments and exhibits constitutes an invitation for sealed competitive Bids for Goods and Services under MWMC Rules 137-047-0000 through 0810 as adopted by the MWMC and in accordance with the requirements and provisions herein. A listing of legal requirements and terms of the procurement is presented as Exhibit A.

The Metropolitan Wastewater Management Commission (MWMC)

The Metropolitan Wastewater Management Commission (MWMC) is an intergovernmental entity formed by the City of Eugene, the City of Springfield, and Lane County, Oregon (the Regional Partners). The MWMC is the governing body that directs the Regional Wastewater Program. The Regional Wastewater Program comprises the administration, operation, and management of the regional Eugene-Springfield wastewater system. The regional system includes the Water Pollution Control Facility (WPCF) and associated satellite facilities to provide wastewater management services, including the Biocycle Farm poplar tree farm and the Beneficial Reuse Site (a seasonal water storage and agricultural irrigation use facility).

Project and Administrative Locations

MWMC Biocycle Farm

Eugene-Springfield Biosolids Management Facility
29689 Awbrey Lane
Eugene, Oregon 97402
[Link to Address via Google Maps](#)

MWMC Administration

City of Springfield
Development & Public Works Department
225 Fifth Street, Springfield, OR 97477
Tel: (541) 726-3694

Scope of Services Requested

The MWMC requires contract services to harvest farmed poplar from its third Management Unit (MU3) at its Biocycle Farm facility. The contract requires complete harvest of approximately 24,000 12-year old trees across 118 acres. Harvest contracting includes processing and sales of poplar material to achieve optimal market net revenue and management of stumps by either removal, grinding, or preparing for other treatment.

¹ The information in this section is presented per requirements of MWMC Rule 137-047-0255.

Additional optional tasks may be requested if the selected Bidder is able to provide the services. Requested optional services include pre-planting field preparation of the soil, spreading of mulch along designated tree rows, and delivery of logs or other biomass to local users.

See Section II for detailed scopes of work, specifications, and contractor duties.

B. BID PROCESS²

Bidders must review the bid information and complete the bid process as defined in the ITB. See Section IV for instructions on bidding.

Bid Submittal

Bids shall be returned using the provided Bid Form in an electronic transmittal per instructions in Section IV no later than 12:00 pm, Friday, April 16, 2021.

Late Bids Not Considered. The Project Manager will verify Bids are received by 12:00 p.m. on the due date. Any Bids received after the deadline may not be considered. **Bidders should submit Bids early to ensure timely receipt.**

Bid Opening

Bids will be publicly opened at 3:30 pm on April 16, 2021 via live virtual event (e.g. Zoom or similar online platform). A link to view the virtual opening will be posted on the MWMC's Invitation to Bid web page prior to the date of bid opening. Any change to the virtual event location or time will be posted on the MWMC website at least 24 hours prior to the opening. Bidder names become part of the public record available to disclosure upon opening.

Bid Ownership and Public Record

All materials submitted by the Bidder as part of its Bid shall be considered property of the MWMC, and the MWMC shall not be required to return the materials to the Bidder unless otherwise noted in this ITB. The material submitted by Bidders will be treated in the same manner as the MWMC's own records.

Upon announcement of intent to award contract,³ all Bids become part of the public record unless exempt under Oregon Public Records law. Bidders wishing to exempt appropriate portions of their Bids from disclosure as public records shall identify the portions requested for exemption from disclosure in the Bid cover sheet (as described in Section V) as well as take all other steps required by law. Bidders are encouraged to discuss their disclosure concerns with the MWMC Project Manager **prior to the submission** of their Bids. Refer to Exhibit A for related legal terms and conditions.

² The information in this section is presented per requirements of MWMC Rule 137-047-0255.

³ Section VI describes the announcement of intent to award contract procedure.

Recourse for Exceptions to ITB

If for any reason, a Bidder should find fault with the structure of this ITB or with the evaluation process, concerns may be submitted in writing (in hardcopy or electronic means) to the MWMC Project Manager. Further information on procurement rules and ITB protest is located in Exhibit A.

C. NOTICES AND ADDENDA

Viewing the ITB

The full ITB, including all documents and supporting materials referenced in the ITB, will be available for online viewing at the location below:

- www.mwmcpartners.org/capital-improvements/invitation-to-bid
- Or, navigate to the MWMC website homepage (www.mwmcpartners.org) and select *Invitation to Bid* under *Quick Links*.

Terms of the ITB

Responsive Bids must include the following elements. All required information shall be entered in the appropriate sections of the Bid Submittal Form.

- **Oregon Resident Bidder Status:** Each Bidder must identify whether the Bidder is a "Resident Bidder" as follows: "Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, and has a business address in this state. Indicate Resident Bidder status via check box on Bid Submittal Form; provide additional information if necessary describing relationship to business in Oregon.
- **Certification of Non-Discrimination:** Bidder's certification of nondiscrimination in obtaining required subcontractors in accordance with ORS 279A.110(4). Bidder shall certify in the Bid that the Bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in awarding a subcontract.
- Affirmation of capability documenting minimum insurance coverage requirements per Exhibit B.
- Financial capacity demonstration.
- Bid Sheet (Bidder's table of costs).
- Statement of Qualifications.
- List of references.
- Performance Bond capacity affirmation.

The MWMC reserves the right to:

- Change the schedule of the Bid and selection process.
- Delay, suspend, or cancel the procurement or reject any or all Bids.⁴

⁴ When in the MWMC's best interest, in accordance with ORS 279B.100

- Seek clarification of each Bidder's Bid if necessary during the evaluation process.
- Award different items or groups of items of the final contract, if so itemized in this ITB, to different Bidders.⁵

Addenda Issuance and Notification

Any changes or additions to the ITB content developed after release of the ITB will be described in addenda. Such changes and/or additions include any change of dates in the ITB Schedule. In the event that it is necessary to amend, revise, or supplement any part of the ITB, an addendum will be issued and posted online via the MWMC website (see "Viewing the ITB" above). Any addenda so issued shall be considered part of the specifications of the ITB.

The MWMC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by written addenda issued by the MWMC. In case of any doubt or differences of opinion as to the services to be furnished hereunder, or the interpretation of the provisions of the ITB, the decision of the MWMC shall be final and binding upon all parties.

The MWMC will not issue addenda less than 72 hours (3 calendar days) prior to 8:00 a.m. on the Bid closing date. Should the Bid closing date be extended by addendum, the extended Bid closing date will supersede the prior closing date in determining the 72-hour addendum window. Bidders should check the MWMC website frequently until the closing date (i.e. at least weekly leading up to the week of closing and daily during the week of closing).

Request for Clarifications

Specific questions or clarifications shall be directed to the MWMC Project Manager. Bidders are encouraged to contact the MWMC Project Manager prior to submitting their Bid to discuss general information regarding this ITB, the project in more detail, the work that has been done to date, and the project objectives and scope.

MWMC Project Manager

Todd Miller – Environmental Services Supervisor
Environmental Services Division
City of Springfield – Development & Public Works Department
225 Fifth Street, Springfield, OR 97477

E-mail: tmiller@springfield-or.gov

Tel: (541) 736-7137

Statements made by the MWMC Project Manager are not binding on the MWMC unless confirmed in writing via an addendum. Addenda will be issued for significant clarifications.

⁵In accordance with ORS 279B.055(1) and MWMC Rule 137-047-0600(4)(a) and (c)).

II. AGENCY NEED FOR SERVICES REQUESTED

This section provides details about the services required, the scope of work to be performed, and the performance expectations of the service provider (Bidder).

The MWMC requires logging services on its Biocycle Farm poplar tree facility. The MWMC needs to entirely harvest its MU3 block of trees within the 12-year-old growth status and therefore harvest must be completed within the dry season of 2021. MU3 comprises 118 acres of 12-year old trees. Of that, a total of 8.5 acres of MU3 trees severely damaged in winter 2017 storm events were previously harvested in summer 2017.

A. SCOPE OF WORK

The scope of work for the three key services needed (Bid Items 1 through 3) and optional tasks (Bid Items 4 through 7) is outlined below. Contractors shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.⁶ For all scopes of work, activities must be managed and coordinated with the MWMC's ongoing biosolids and recycled water application needs. The MWMC will strive to manage its operations to be in as little conflict as reasonably possible with poplar harvest operations. Contractor shall perform all Poplar Harvest tasks according to specifications in Exhibit C.

Bid Item 1: Poplar Harvest. Full harvest of 118 acres of poplar trees (of which 8.5 acres of storm-damaged trees were previously harvested in 2017) at 222 trees per acre, including mobilization/demobilization, all tree felling, processing, and stockpiling, debris removal and mulching, and site restoration of harvest-impacted areas. Processing includes optimum production of logs and chips for market sales and grinding of residual material into hog fuel. At the direction of the MWMC, processing will also require identifying and cutting sawlogs to specification for the MWMC's separate milling contract.

- Harvest Management Unit 3 (MU3) poplar trees (approximately 110 acres of 12-year old trees at 222 trees per acre)
 - Expect trees to measure 6- to 12-inch diameter at base and be approximately 60-80 feet tall.
 - Some partially damaged trees may be present throughout the unit.
- Process sawlogs
 - Identify and select logs that meet market specifications for peeler or saw logs.
 - Prepare saw logs for MWMC's milling contractor.
 - Prepare logs for pulpwood sales, if market demands
 - Process remaining tree material for chips and hog fuel
- Process chips and hog fuel
 - Recover and process as much saleable wood chip material to maximum extent feasible

⁶ In following with the requirement for state agencies per ORS 279B.055(2)(f).

- Grind non-saleable material into hog fuel and stockpile on site (at designated location adjacent to intersection of MU1, MU2, and MU3).
- Clean up and restore harvest area
 - Remove all wood debris to maximum extent practicable such that no large root, branch, or trunk material would interfere with ground prep for planting
 - Grind and spread on site any remaining poplar residuals that do not meet hog fuel specifications
 - Restore any holes, ruts, or damaged areas to level soil condition
 - Restore any road surfaces and culverts impacted by harvest operations

Bid Item 2: Poplar Sales. Marketing of harvested and processed logs, chips, and hog fuel (if economically feasible) as defined in Bid Items 2A, 2B, and 2C, including all on-site loading, trucking/sales documentation, freight, and revenue accounting. At direction of the MWMC, may include loading and accounting/oversight of sawlogs for the MWMC's separate milling contract.

Contractor shall optimize market value of poplar through log sales (sawlogs, peeler logs, or pulp logs), chip sales (of pulp wood not feasible for log sales), and hog fuel sales (if economically feasible; otherwise remaining hog fuel is to be stockpiled on site).

- Identify best market opportunities for poplar logs and chips, accounting for gate price and freight costs
- Arrange sales of logs and chips (and hog fuel, if economical) to appropriate markets
- Oversee sales or transfer of sawlogs to MWMC-arranged buyer(s)
- Document all quantities of materials produced, stockpiled, sold, or otherwise distributed. The MWMC's certified truck scales located at the main gate to the Biosolids Management Facility and Biocycle Farm are available for Contractor use.

Bid Item 3: Stump Management. Treatment of stumps by the preferred bid method (Bids Item 3A, 3B, or 3C) selected by the MWMC (either removal, left in place and prepared for treatment, or destroyed in place) across 118 acres of harvested area at approximately 222 stumps per acre. Includes any additional final site grading and cleanup as impacted by stump management.

The MWMC's preferred alternative is Bid Item 3A – Stump Removal. The Bid will be evaluated based on this bid item. However, the MWMC may request Contractor to treat stumps to any of the Bid Item 3 alternatives as bid. Under all alternatives, Contractor may be directed to set aside stumps under the Bid Item 3B method as bid for growing out of cuttings for future planting stock.

- Bid Item A: Remove and process stumps
 - Pull stumps by removing the majority of the root wad.
 - Through arrangement with the MWMC, the site can be irrigated to soften the soil to facilitate stump removal
 - Process stumps into separate hog fuel stockpile (dirty hog fuel) at hog fuel stockpile area for the MWMC's use

- Bid Item 3B: Prepare stumps for herbicide treatment or grow out
 - Cut stumps flush to 3 inches above ground surface
 - Ensure stumps are swept of debris and free from soil that would hinder herbicide application
- Bid Item 3C: Grind stumps in place
 - Grind stumps to a minimum 18-inch diameter and 18-inch below grade. Larger stumps may require grinding to 50% larger diameter than the root flare diameter.
 - Remove all wood debris
 - Grind and spread any remaining poplar residuals on site
 - Restore any stump holes, ruts, or damaged areas to level soil condition

OPTIONAL SCOPES OF WORK

The following bid items (Bid Items 4 through 7) are optional. Depending on selected contractor's ability to provide the requested services and the cost of those services, the MWMC may include these optional items in the harvest contract.

Bid Item 4: Field Preparation. Final raking, tilling, and ripping of MU3 to prepare tree rows for planting at the completion of harvest activities.

Bid Item 5: Row Mulching. Spreading of hog fuel down tree planting rows to serve as mulch for new tree plantings.

Bid Item 6: Biomass Delivery. Trucking of hog fuel or biochar from the Biocycle Farm to local users identified by the MWMC (within 25 mile radius of Biocycle Farm).

Bid Item 7: Log Delivery. Trucking of logs to the MWMC's milling contractor or other identified local users (within 25 mile radius of Biocycle Farm).

B. ANTICIPATED DUTIES OF THE CONTRACTOR

The anticipated duties in fulfilling the requested services and scopes of work are summarized in Table 1 below.

Table 1. Anticipated Contractor Duties

Principal Duty	Associated Tasks	Deliverable/Milestone
Prepare Harvest Plan	<ul style="list-style-type: none"> Outline a written plan for acceptance by the Project Manager, including schedule of activities Include details about mobilization, access, staging, harvest technique, tree processing and marketing, freight load tracking, and site cleanup and restoration. Detail operations plan, project leader contact information, and site sanitation, health, and safety. Follow the MWMC's Environmental Management System (EMS) training materials and policies. Describe sustainable business practices to be followed in the course of the harvest plan. 	<ul style="list-style-type: none"> Harvest Plan
Harvest Poplar	<ul style="list-style-type: none"> Complete harvest of entire MU3 not later than August 31, 2021 Complete site clean-up not later than September 15, 2021 Process harvested poplar, to maximum extent achievable, into logs, chips, and hog fuel 	<ul style="list-style-type: none"> Harvest Record
Process Poplar Biomass	<ul style="list-style-type: none"> Prepare saw logs for sales per market requirements and MWMC specifications Process materials into salable logs and chips (and hog fuel if economical) Stockpile hog fuel onsite at designated location for MWMC use Record volumes of materials recovered and processed Prepare Harvest Record summarizing total material recovery and disposition 	
Market Poplar Materials	<ul style="list-style-type: none"> Market logs, chips, and hog fuel (as feasible) to buyers, including those on the MWMC's identified buyers list (as economical or as directed) Coordinate trucking to buyers Manage, at the MWMC's direction, transfer of logs to the MWMC's milling contractor Prepare Market Report documenting market venues contacted, pricing, and final sales record 	<ul style="list-style-type: none"> Market Report

	of including sales inventory records, freight costs, and overall market performance.	
Stump Treatment	<ul style="list-style-type: none"> Remove, treat, or grind stumps per final contract agreement. 	<ul style="list-style-type: none"> Site inspection with MWMC Project Manager
Restore Harvest Area for Planting	<ul style="list-style-type: none"> Site cleanup and restoration per contract specifications (removal of wood debris, grinding and spreading of mulch material, and filling, leveling, or repair of any holes, divots, ruts, or damage left from equipment or operations). 	<ul style="list-style-type: none"> Site inspection with MWMC Project Manager

C. PERFORMANCE EXPECTATIONS

The Contractor shall meet or exceed the highest standards prevalent in the industry or business most closely involved in providing the requested services.⁷ The Contractor shall strive for sustainable business practices in its operations, project approach, and/or market use of materials produced while providing the required services for the MWMC. The Contractor shall meet the following performance objectives:

Poplar Harvesting and Removal Objectives

- Ensure complete and timely harvesting of trees within the allocated timeframe (expected to be from June 11, 2021 through August 31, 2021).
- Remove all wood, slash, and materials from the site to ensure clear ground for site personnel or other contractors to maintain ongoing operations and replanting activities.
- Ensure site is left in a planting-ready condition (ruts/holes repaired; no large woody material left on site that would interfere with normal equipment operations).
- Coordinate all harvesting activities with the MWMC Project Manager to ensure site operational needs are met and safety plans are followed.

Poplar Sales Objectives

- Secure fair market price for products given poplar quantity and quality available.
- Utilize the highest percentage of poplar biomass as economically feasible.
- Manage chip and hog fuel inventory to optimize costs and shipping efficiency by considering benefits of drying time to reduce moisture content to optimize volume shipped and reduce truck miles and fuel use.
- Ensure all logs prepared for the MWMC milling contractor meet specifications for sawlog purposes and are appropriately decked for pickup or delivery to the mill.

⁷ This standard expectation is a requirement under ORS 279B.060(2)(c).

D. INVOICING REQUIREMENTS

Contractor shall submit cost documentation to the MWMC Project Manager in the form of an invoice reflecting the work completed and market sales at the actual units accounted for in the invoice period and cost-per-unit as bid. For market services under Bid Item 2, Contractor shall provide an accounting of total mass of material handled and sold, including gate price received for material and freight trip ticket details. Appropriate documentation to support each invoice must accompany the invoice, including:

- Brief summary of work accomplished for the invoice period.
- Demonstration that the invoice to date reflects percent job complete (depending on complete or partial harvest events).
- An overall summary for the project to date including measure(s) of work completed and status of site conditions and materials accounting.

The MWMC requires all work completed prior to July 1 (the start of the MWMC's fiscal year budgeting cycle) to be invoiced in full through June 30. Subsequent invoices are to be submitted monthly or as otherwise agreed to by the MWMC project manager. For example, to account for all harvest expenses and revenues collected from sales, it may be appropriate to submit an end-of-harvest invoice instead.

III. CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

This section describes the qualifications required of the Bidder, including business experience, professional resources, financial capacity, insurance coverage, and special considerations.

Bidder must be able to agree to and comply with all standard contractual requirements as presented in the sample contract in Exhibit D. Additionally, Contractor must meet the following minimum qualifications.

A. EXPERIENCE AND PAST PERFORMANCE

Bidders must demonstrate qualifications of key personnel, team members and sub-contractors, and relevant experience each has had with the harvest, processing, and marketing of poplar or similar plantations. Qualifying Bidders must demonstrate the following capabilities:

- Qualifications and relevant experience with the type of work required.
- List experience with at least three similar or closely related projects within the past five years.
- Provide contact information for three or more references who can attest to the qualifications and past performance of the Bidder.

B. FINANCIAL CAPACITY

Only Qualified contractors having the financial strength, bonding capability, operational experience, and ability to financially undertake the project will be considered. Qualified Bidders shall be able to comply with the following financial requirements:

- Demonstrate financial integrity through three years of similar work or services.
- Have the financial capacity to carry performance and payment bonds to guarantee the delivery of services requested.
- Bidders may request alternative bonding values with their bid; if the MWMC deems the alternative bonding values meet metrics of industry practices and the MWMC's risk tolerance, the bid will be deemed competitive.

C. INSURANCE COVERAGE

Bidders are strongly encouraged to review the insurance requirements specified in Exhibit B with their insurer to determine their ability to obtain the required insurance prior to submitting a Bid. These insurance requirements may generate additional premiums which must be anticipated in the Bid prices. **If a Bidder is not able to procure the required insurance, the Bidder shall note any and all exceptions in the Bid Submittal Form and any other relevant sections with related appropriate details.**

All insurance required shall be obtained through a company or companies having a policyholders' best's rating of at least A-VIII. Such company or companies shall be duly authorized to transact business in the State of Oregon and shall be acceptable to the MWMC. All insurance carried by the Contractor shall be primary to any insurance or self-insurance of the MWMC.

The Bidder awarded the contract (Contractor) shall not commence work until it has provided the MWMC with the required insurance certificates in a manner acceptable to the MWMC. The Contractor's failure to maintain any of the required insurance shall be sufficient cause for termination or suspension of the contract.

The Contractor shall ensure that all subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under the contract, unless lesser coverage is proposed, reasonable, and acceptable to the MWMC.

IV. BID SUBMITTAL, EVALUATION, AND SELECTION PROCESS

This section describes the procedure for Bid submittal, the criteria by which Bids will be evaluated, and the selection of the lowest responsible Bidder.

BID SOLICITATION AND CONTRACTING SCHEDULE

SELECTION SCHEDULE MILESTONES	DATE
ITB open (advertisement date)	March 15, 2021
Deadline to submit Bids	April 16, 2021 at 12:00 noon
Bid opening	April 16, 2021 at 3:30 pm
Evaluation period	April 19-23, 2021
Top rated Bid identified and Notice of Intent to Award Contract	April 23, 2021
Protest period (10 days)	April 26 – May 7, 2021
TENTATIVE POST-BID EVALUATION AND CONTRACTING SCHEDULE	
MWMC authorization to award contract	May 14, 2021
Contract negotiations, including meetings to confirm scope of work	May 15 – 19, 2021
Finalize and execute contract (projected)	May 22 – 26, 2021
Notice to proceed with contract services (projected)	June 11, 2021
Harvest completion date	August 31, 2021
Completion of all contract services	September 15, 2021

A. SUBMITTAL PROCESS

Bidders shall follow the requirements and procedures below in preparing their final Bid document and ensuring proper submittal and receipt.

- Bids shall be submitted as a single PDF document via email to the MWMC project manager
- Submit no later than 12:00 p.m. on the Bid closing date.
- Submit Bid Submittal Form and all required additional forms.

Bidders who are unable or unwilling to meet one or more the requirements of this ITB, including required insurance, should include as part of their response written exceptions to those requirements, as well as any additional exceptions to the ITB or conditions of the contract taken by the Bidder.

B. BID SUBMITTAL FORM

All Bids must include the following six elements of the Bid Submittal Form as identified in Table 2 and described in specific detail below.

Table 2. Bid Submittal Form Elements

Bid Form	Bid Element
Part 1	Cover Sheet
Part 2	Bid Sheet
Part 3	Statement of Qualifications
Part 4	Financial Integrity
Part 5	Statutory Compliance

Part 1: Cover Sheet

The cover letter must include business name, mailing address, e-mail address, website address, and telephone number of the primary contact for the project and to whom all related correspondence from the MWMC would be sent.

The cover sheet includes a statement of resident Bidder which must be checked. If the Bidder is not a resident Bidder, the Bidder may provide additional detail on their business relation to Oregon.

A principal member of the Bidder's firm authorized to bind the firm must sign the Bid. Included with the signature should be the principal's printed name, title, address, email and telephone number.

Part 2: Bid Sheet

Ensure that the Bid Sheet is filled out completely. The Bid Sheet comprises three tables: (1) Mandatory Bid Items, (2) Mandatory Bid Alternate Items, and (3) Optional Bid Items.

Mandatory Bid Items. Bidder must submit bids on these items.

- Bid Item 1: Harvest
 - Enter cost per acre based on the Bid Item 1 scope of work
 - Enter estimated total cost based on completing 110 acres of harvest logging and processing
- Bid Item 2: Marketing
 - For each of the sales categories identified in Bid Items 2A (saw logs), 2B (chips), and 2C (hog fuel), enter (1) the projected market price (based on best current estimates) and (2) the net revenue after freight and associated costs of market sales. Provide (3) the estimated total revenue from market sales for each bid item.
 - Bid Item 2A: Log sales – price per BDT (assume 1 MBF per BDT)
 - Bid Item 2B: Chip sales – price per BDT
 - Bid Item 2C: Hog fuel sales – price per BDT (if net sales are projected to be negative, enter \$0 for total cost)
- Bid Item 3A: Stump Removal.
 - Enter cost per acre for removal stumps as described in scope of work for Bid Item 3A.
 - Enter estimated total cost based on 118 acres of stump removal.

Bid Alternates (Mandatory). Bidder must submit bids on these alternate bid items.

- Bid Item 3B: Stump Preparation.
 - Enter cost per acre for stump preparation as described in scope of work for Bid Item 3B.
 - Enter estimated total cost for Bid Item 3B based on 118 acres of stumps.
- Bid Item 3C: Stump Grinding.
 - Enter cost per acre for stump grinding as described in scope of work for Bid Item 3C.
 - Enter estimated total cost for Bid Item 3C based on 118 acres of stumps.

Optional Items. Bidder is not required to bid on these items for an acceptable and responsible bid. Bidder shall indicate either bid unit price or “No Bid.”

- Bid Item 4: Field Preparation. Enter per acre cost for post-harvest field tilling/ripping. Provide estimated total cost based on 118 acres.
- Bid Item 5: Row Mulching. Enter per acre cost for post-harvest hog fuel mulching of tree rows. Provide estimated total cost based on 118 acres.
- Bid Item 6: Biomass Delivery. Enter the ton-mile cost to ship hog fuel or biochar to local users.
- Bid Item 7: Log Delivery. Enter the ton-mile cost to ship logs to local users.

Part 3: Statement of Qualifications

Provide the information requested on the Bid Submittal Form, including:

- Background. Briefly describe the Bidder’s capability/experience to provide the requested services. Indicate how many years the company has been in business (as relevant to each of the Bid Item scopes of work).
- Relevant Experience. List at least 3 similar projects recently completed (within the past 5 years). List at least two projects directly relevant to each of the Bid Items elements (Harvest, Marketing, Stump Treatment).
- Project Readiness. List the names of key personnel who would act in supervisory and professional capacities on the project. Specifically identify the proposed main contact for the MWMC for the duration of the project.
 - Include a list of proposed subcontractors, if any, who will perform more than 5% of the work and anticipated work to be provided by the subcontractor(s).
- References. List a minimum of three references with current contact information who can attest to Bidder’s performance on projects providing similar services within the past 5 years.

Part 4: Financial Integrity

- Legal Status. Identify and list any claims, lawsuits, or judgments against or pending with the proposing organization(s). In the event the MWMC desires additional information regarding the documentation of such claims, lawsuits, or judgments, the MWMC shall ask for such information and Bidder shall promptly provide it.
- Bonding. Indicate capability to hold both payment and performance bonds. Surety must be demonstrated prior to contract execution. If Bidder cannot meet bond requirements, Bidder may state alternate level(s) of bonding achievable for the MWMC's consideration. The MWMC may, at its discretion, accept alternate levels of bonding.
- Insurance Capacity. Affirm that Bidder can and will sustain the levels of insurance coverage required per Exhibit B. If Bidder cannot meet insurance requirements, Bidder may state alternate level of insurance(s) for the MWMC consideration. The MWMC may, at its discretion, accept alternate levels of insurance.

Part 5: Statutory Compliance

- Non-Discrimination. The Bidder shall certify in the Bidder's Bid, that the Bidder has not discriminated and will not discriminate against any minority, women or emerging small business enterprise or against a business enterprise that is owned or controlled by or that employs a disabled veteran in obtaining a required subcontract.⁸
- Prevailing Wages. Bidder shall not be listed on the Oregon Bureau of Labor and Industries (BOLI) list of persons having violated prevailing wage rate laws. If Bidder is from a state other than Oregon then Bidder shall not be listed on that state's list of persons having violated prevailing wage laws. Bidder shall not be in violation of any tax laws.⁹

C. BID EVALUATION

The MWMC shall provide written determination of the Bid that is the most advantageous to the MWMC based on the evaluation process, factors described in this ITB, and any negotiation with Bidders as authorized in this ITB and/or state law, if any. The MWMC intends to award the contract to the Bidder that submits the best bid package of total costs based on the estimated extended costs, based on unit prices as bid, of Bid Items 1, 2, and 3A. The bid evaluation price is to be presented on the Bid Sheet as indicated using the total estimated costs of Bid Item 1, less the total projected revenue of Bid Item 2, plus the total estimated cost of Bid Item 3A.

A Bid Evaluation Committee chaired by the MWMC Project Manager and comprised of staff members of the Regional Wastewater Program will evaluate Bids based on the factors set forth above.

⁸ Discrimination is defined as being in violation of subsection (1) of ORS 279A.110

⁹ In accordance with ORS 701.227 and ORS 305.385.

D. AWARD OF CONTRACT

Notice of Intent to Award Contract

The MWMC shall notify Bidders of the results of the Bid Evaluation Committee's findings immediately after the Bid Evaluation Committee has made its decision. Notification will occur via e-mail to the contact address provided by the Bidder.

Duration of Contract

The resulting contract for service will be in effect through December 1, 2021. All site operations shall be substantially completed by August 31, 2021 and fully completed by September 15, 2021.

V. BACKGROUND INFORMATION

This section provides information about the MWMC's Regional Wastewater Program, the Biocycle Farm poplar plantation, and the history of previous poplar harvests.

A. THE EUGENE-SPRINGFIELD REGIONAL WASTEWATER PROGRAM

Regional Wastewater Program Partnership

The MWMC was formed by Eugene, Springfield, and Lane County through an intergovernmental agreement (IGA) in 1977 to provide wastewater collection and treatment services for the Eugene-Springfield metropolitan area. The seven-member Commission is composed of members appointed by the City Councils of Eugene (3 representatives), Springfield (2 representatives) and the Lane County Board of Commissioners (2 representatives). Since its inception, the Commission, in accordance with the IGA, has been responsible for oversight of the Regional Wastewater Program including: construction, maintenance, and operation of the regional sewerage facilities; adoption of financing plans; adoption of budgets, user fees and connection fees; adoption of minimum standards for industrial pretreatment and local sewage collection systems; and recommendations for the expansion of regional facilities to meet future community growth.

More information about the MWMC, the seven-person commission body, Regional Wastewater Program management, and wastewater facility operations is available at www.mwmcpartners.org.

City of Eugene Facilities Operation

The City of Eugene operates and maintains the regional wastewater facilities, which include the treatment plant (WPCF), the Biosolids Management Facility, the Biocycle Farm, the Beneficial Reuse Site, the regional pump stations, and the regional force mains and gravity sewers. In addition, major equipment replacement, infrastructure rehabilitation programs, and laboratory services are also managed by the City of Eugene.

City of Springfield Administration

Administration of the MWMC is provided by the City of Springfield. This includes legal and risk management services, financial management and accounting, budget and rate development, capital program administration, public policy development, intergovernmental coordination, and public education. The City of Springfield also provides long-range capital planning, design, and construction management.

B. ABOUT THE BIOCYCLE FARM

The MWMC operates the Biocycle Farm, an approximately 596-acre facility hosting approximately 396 acres of poplar trees. The tree farm was established as a permanent land application site for Class B biosolids, which are reclaimed from the wastewater treatment process. The farm is irrigated through application of biosolids and recycled water. Land application of biosolids and recycled water is conducted under a National Pollutant Discharge Elimination (NPDES) Permit and

a Biosolids Management Plan and Recycled Water Use Plan approved by the Oregon Department of Environmental Quality (DEQ).

The Biocycle Farm is an agricultural hybrid poplar operation with a maximum allowed rotation age of 12 years.¹⁰ The farm currently is organized into three management units—MU1, MU2, and MU3. The MWMC operates the farm with wood product generation in mind and has sought and collaborated on market opportunities for poplar. Past uses for Biocycle Farm poplar have included plywood veneer, architectural ceiling panels, corrugated cardboard, kraft paper, newsprint, barbecue charcoal, bio-energy feedstock, compost, and mulch.

The MWMC hosted a poplar workshop in June 2019 to provide a site tour, discuss best management practices and past harvest experience, explore market opportunities, and view the MU3 trees and observe a tree felling and board milling demonstration. Handout materials from the workshop are presented in Attachment 2. The handout material includes maps of the farm and MUs and an overview on projected harvest yields.

Geographic Location

The Biocycle Farm is located northwest of Eugene, Oregon, adjacent to the MWMC's Biosolids Management Facility operations at 29689 Awbrey Lane, Eugene, Oregon 97402.

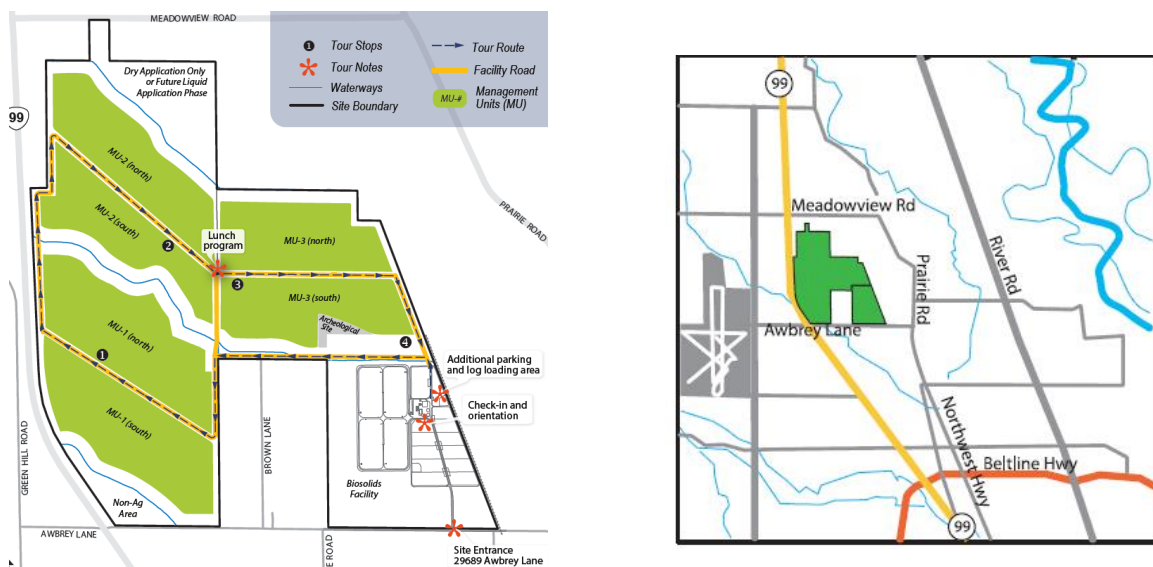


Figure 1. Biocycle Farm Vicinity Location and Site Layout

A map of the MU3 planting layout is provided in the workshop materials provided in Attachment 2.

¹⁰ The Biocycle Farm operates under agricultural rules associated with its designated land use as “farmed wetland,” which limits growth of poplar crops to 12 years or less (ORS 308A.056(3)(j)).

Land Use Classifications

The Biocycle Farm is classified as farmed wetland and is zoned for exclusive farm use (EFU) with the exception of the southwestern 200 acres of MU1 that lies with the urban growth boundary (UGB). The area within the UGB is zoned for Heavy Industrial (I-3) use but is retained in farmland use and has not been otherwise developed. As farmed wetland, only agricultural and wetland uses are permissible on the EFU land. The Biocycle Farm is managed to retain seasonal wetland hydrology while under agricultural use. Two wetland swales transect the site, one of which results in a 400-foot-wide buffer dividing MU1 and MU2. The other swale provides the northern boundary to MU2 and MU3.

Biosolids Management

The MWMC applies biosolids¹¹ to the farm during the summer months. Biosolids are applied either in liquid form via sprayers attached to hose reels or in dry form via manure spreaders. Recycled water is also applied via this system as warranted to augment irrigation. Only authorized personnel may be permitted onsite and access may be restricted during active biosolids application.

Site Accessibility

The entire site is fenced and access is controlled through the main entrance to the MWMC's Biosolids Management Facility at 29689 Awbrey Lane. Additional access points can be considered as needed for poplar harvesting and processing operations. Potential alternative access points include the south end of MU1 from Awbrey Lane and the north end of MU2 from Meadowview Road.

Past Harvest Yields

The MWMC expects minimum harvest yields from MU3 to exceed yields from MU1 and MU2 harvests. Table 3 presents the average biomass yields recorded during previous harvests. MU3 trees have benefitted from improved practices in planting and maintenance over previous harvests. More importantly, MU3 is being harvested at the maximum age at Year 12 of growth. In general, the mass of pulpwood per acre increases proportionally to hog fuel with age, and the total biomass substantially increases as well. Due to storm damage in MU2, a portion of pulpwood was not recoverable and therefore is not reflected in the pulpwood yield. The harvest contractor estimates that 25% of potentially salable material could not be recovered for market, indicating pulpwood yield was likely over 48 BDT per acre. The best-growing stock of MU2 trees yielded an estimated 58 BDT per acre.

¹¹ The MWMC manages its biosolids as Class B under DEQ rules. The biosolids are treated to levels that could meet Class A standards should the end use warrant the additional monitoring procedures required.

Table 3. Average Per Acre Yield of MU1 Harvests 2013-2015

Harvest Year	Pulpwood Yield	Hog Fuel Yield	Other Biomass	Total Recovered Biomass
MU1 2013 (Year 9))	26.1 BDT	19.1 BDT*	5.4 BDT	50 BDT
MU1 2014 (Year 10)	27.8 BDT	16.5 BDT	1.6 BDT	46 BDT
MU1 2015 (Year 11)	33.6 BDT	18.3 BDT	-- BDT**	52+ BDT
MU2 2017 (Year 10)	36.2 BDT	4.4 BDT	-- BDT**	40.6+ BDT

* Yields from 2013 include extracted and grinded stump material.

** Other non-saleable biomass residuals in 2015 and 2017 were spread onsite without weighing. Hog fuel yield in 2015 may have included onsite residuals left over from the 2014 harvest.

Future Harvest Yields

Based on the growth and performance curves, the MWMC projects that MU3 will yield 45 to 60 BDT of pulpwood per acre. For sawlogs, which should also have a greater potential due to size of Year 12 trees, 1 BDT yields approximately 1 MBF of log material. The MWMC expects 25% or more of total pulpwood to be suitable for peeler or saw logs.

One of the handout materials in Attachment 2 presents a summary of projected harvest yields compiled by the MWMC. Under the MWMC's estimations, future 12-year harvests are projected to yield 50 BDT of pulpwood per acre (e.g. within the 45 to 60 BDT/acre range stated above), at approximately 33 BDT (33 MBF) of saw log material and 17 BDT of chip material. Adding a projected 15 BDT of hog fuel per acre, total biomass is expected to be 65 BDT/acre.

These projected yields are used in the Bid Sheet for estimating the total project costs based on the Bidder's unit-cost bid. As exact yields and quality are unknown, these values are used only as estimates of the total cost. However, Bids will be evaluated on the total estimated net cost of the project. The contract will be based on the unit prices as bid.

As shown in the Attachment 2 handouts, the MWMC's next harvest will be in 2027. Earlier harvests of younger trees may be possible if the MWMC alters the MU rotations to provide more consistent, 2-year rotations of 11- or 12-year harvests in the more distant future. Based on outcomes of the MU3 harvest and emerging market opportunities, the MWMC can adapt the harvest schedule for the most optimal long-term market supply of poplar.

EXHIBIT A

LEGAL REQUIREMENTS AND TERMS OF PROCUREMENT

A. RIGHT TO CANCEL

ORS 279B.055 (2)(e)/ORS 279B.055 (8): The MWMC may cancel the procurement or reject any or all Bids in accordance with ORS 279B.100.

B. BID DISCLOSURE

ORS 279B.055 (5)(c): Notwithstanding a requirement to make Bids open to public inspection after the contracting agency issues notice of intent to award a contract, a contracting agency may withhold from disclosure to the public trade secrets, as defined in ORS 192.501, and information submitted to a public body in confidence, as described in ORS 192.502, that are contained in a Bid.

C. STANDARDS OF PERFORMANCE

Consequences for Failure to Perform the Scope of Work

In accordance with **ORS 279B.055 (2)(h):** In the event of the Contractor's failure to perform the scope of work as identified in this ITB, or Contractor's failure to meet established performance standards, the MWMC shall have the right to do the following in addition to, or in lieu of, all other remedies available to the MWMC.

1. Reduce or withhold payment;
2. Require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
3. Declare a default, terminating the contract and seek damages and other relief available under the terms of the contract or other applicable law.

D. PROTEST ISSUES

Bidders who believe that this selection process is contrary to law or that it is unnecessarily restrictive or that it is legally flawed or improperly specifies a brand name are encouraged to convey their comments and specific recommendations for improving the selection process to the MWMC by submitting them in writing to the MWMC Project Manager. Comments must be submitted at least seven (7) calendar days prior to the Bid submittal deadline.

Furthermore, the MWMC has adopted Procurement Protest Procedures that are applicable to this selection process. Protests based on the alleged violation of ORS Chapter 279B or the MWMC's Administrative Rules governing procurement may only be filed by a party with an adversely affected direct financial interest. Copies of the Procurement Protest Procedures may be obtained, upon request from the MWMC, by contacting the MWMC Project Manager. Protests must be received not less than ten (10) calendar days prior to the Bid submittal deadline.

EXHIBIT B

INSURANCE REQUIREMENTS

The Bidder awarded this contract shall maintain in force during the duration of the agreement the following insurance policies:

1. **Worker's Compensation Insurance** – coverage for its employees, officers, agents or partners including employers' liability in compliance with the workers' compensation law, ORS Chapter 656, as it may be amended. If workers' compensation insurance is required by ORS Chapter 656, the contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the MPMC for the entire period during which work is performed under the contract.
2. **Commercial General Liability Insurance** – written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 per project in the aggregate for bodily injury, property damage, and personal injury.

The Contractor shall include as additional insured's under the above commercial general liability policy or policies the Owner, City of Springfield, City of Eugene, Lane County, and all of their directors, officers, principals, agents and employees by providing the fully completed Endorsement CG2010 "Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization," or the equivalent thereof, and the fully completed Endorsement CG2037 "Additional Insured – Owners, Lessees, or Contractors – Completed Operations," or the equivalent thereof, to the above policy or policies. Such insurance shall be provided on an occurrence basis and include a "cross-liability" coverage as provided under standard ISO Forms "Separation of Insured" clause.

3. **Automobile Liability Insurance** – in the amount of \$3,000,000 combined single limit.

Furthermore, the Contractor shall include as additional insureds for both ongoing and completed operations under the Contractor's automobile policy or policies, the Owner, City of Springfield, City of Eugene, Lane County, the Contractor and all of their directors, officers, principals, agents and employees by providing the fully completed Endorsement CA 2048, or the equivalent thereof, to the automobile policy or policies.

4. **Professional Liability / Errors & Omissions Insurance** – *Negotiable; possibly not required.* For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, "tail coverage" will be required at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage provided for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail coverage" provided the retroactive date of the coverage is on or before the effective date of this contract.
 5. **Pollution Liability Insurance** – *Negotiable; possibly not required.* Contractor and all of its subcontractors shall at all times carry a Pollution Liability type insurance policy with limits of not less than \$2,000,000 each occurrence (or each claim if coverage is afforded on a claims made
-

basis) and \$2,000,000 in the annual aggregate. If this policy is a "claims made" type policy, the policy type and company shall be approved by the MWMC prior to commencement of the Work.

- 6. Extended Reporting Coverage ("Tail Coverage")** – this insurance extends coverage after a "claims made" policy term has ended. "Claims made" policy means that any claim under the policy must be reported during the policy period.
 - 7. Loggers Broad Form Property Damage Insurance** – written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 per project in the aggregate for bodily injury, property damage, and personal injury.
 - 8. Umbrella Liability** – written on an occurrence basis with limits no less than \$3,000,000 per occurrence and \$3,000,000 in the aggregate.
 - 9. Maximum Deductible/Self-Retention.** Any deductible or self-retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the MWMC.
 - 10. Insurance Certificates** – The successful Bidder shall provide the MWMC with certificates of insurance evidencing all policies required prior to the date of Contract execution. The successful Bidder shall, within five (5) business days of the provision of the Certificates of Insurance, also provide copies of the specific provisions of each policy of insurance setting forth the notification requirements the insurer owes to the Bidder. Thereafter, the Bidder shall be required to provide to the MWMC, within twenty-four (24) hours of the Bidder receiving such notice, the notice of lapse, cancellation, material reduction, or other modification provided to the Bidder from its insurer.
 - 11. MWMC's Right of Coverage Rejection** – The MWMC retains the right to reject any insurance policy or certificate of insurance held or provided by the Bidder that fails to meet the required standards. The MWMC shall not unreasonably withhold its acceptance of the policies and certifications provided by the Bidder.
 - 12. Primary Coverage** – Insurance carried by the Bidder or the Bidder's subcontractor(s) must be the primary coverage and any insurance held by the MWMC is excess and solely for damages or losses for which the MWMC is responsible.
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EXHIBIT C

TECHNICAL SPECIFICATIONS

Acceptable Harvest Methods

Any harvest method employed must protect the Biocycle Farm grounds and equipment from damage, including soil structure and drainage. Methods which disturb the soil or damage infrastructure (e.g. roads and culverts) shall be mitigated to restore the pre-harvest condition.

Materials Management

The Contractor shall strategize means for securing the best market return for the harvested material (logs, chips, and hog fuel). Market strategies should include, at a minimum, assessment of price points for material depending on the amount of processing required, storage time, delay, or availability issues, transportation and distance requirements, and other issues that could impact the marketing decisions.

The Contractor may make use of the following MWMC facilities for materials management:

- Certified truck scale located at main entrance to the Biosolids Management Facility
- Perimeter field space and/or asphalt drying bed areas for stockpiling materials as negotiated with the MWMC.

Poplar Product Specifications

Peeler Logs. Based on previous harvest sales, veneer peeler logs shall meet the following specifications. Saw logs may require larger diameters.

- Length: 18 feet minimum; 27 feet preferred (multiple of 9 feet)
- Diameter: 7 inches (taper end; minimum)
- Quality: Peeler logs shall be stripped of limbs prior to decking. Logs must be free of significant splits and cracks that would impact peeling or milling products.

Saw Logs. Saw logs set aside for the MWMC's milling contractor shall meet the following specifications:

- Length: 8 feet, 9 inches
- Diameter: 10 inches (taper end; minimum)
- Quality: Saw logs shall be stripped of limbs prior to decking. Logs must be free of significant splits and cracks that would impact milled board quality.

Chips. Chips shall be produced to be as close as feasibly possible to 100% pulp wood material in order to attract the highest and best use/price for the material.

Hog Fuel. Hog fuel shall be produced to contain as close as feasibly possible to 0% soil or rock content and minimum amounts of green leaf material while balancing for optimum recovery of salable

biomass. Material shall be able to pass through a manure spreader for the MWMC's onsite use. Higher quality/value hog fuel should be sought over maximum quantity of hog fuel.

Remaining residuals, including woody debris recovered from the ground while restoring site, shall be ground into hog fuel type mulch cover material and equally distributed across the harvest area (or stockpiled at the direction of the MWMC. Distributed material shall be of size suitable to pass through a manure spreader and be spread to avoid amassing concentrated areas more than 3 inches thick.

EXHIBIT D

SAMPLE CONTRACT

ATTACHMENT 1

BID SUBMITTAL FORM

ATTACHMENT 2

JUNE 2019 WORKSHOP HANDOUT MATERIALS
