US Army Corps of Engineers ®

# DoD/SBA SET-ASIDE SALE

# Sale of Government-Owned Forest Products

## INVITATION FOR BIDS (IFB) NUMBER 16-209

**Dated December 11, 2015**

## UNIT PRICE SALE – 199 ACRES in E9.1 Sale 1

## Contract End Date – NOVEMBER 30, 2017

**(SEE PRIVACY ACT STATEMENT BELOW BEFORE COMPLETING THIS FORM)**

**Product Location:** FORT STEWART MILITARY RESERVATION, LIBERTY COUNTY, GEORGIA

(Ref: Fort Stewart Forestry Availability 16-03, dated November 30, 2015, finalized December 4, 2015.)

Sealed bids in SINGLE, subject to the terms and conditions set forth herein, for the purchase and removal of the Government-owned property listed in this invitation, will be received until the time, date, and at the place indicated below, and then publicly opened.

**TIME** OF BID OPENING: **10:00** A.M., LOCAL TIME AT PLACE OF BID OPENING

**DATE** OF BID OPENING: DECEMBER 30, 2015 (Wednesday)

**PLACE** OF BID OPENING: FOREST RESOURCE OFFICE, Conference Room
U S ARMY CORPS OF ENGINEERS, BUILDING 8058
1829 GA HIGHWAY 144 EAST, FORT STEWART, GA.

**BID DEPOSIT:** **20%** OF TOTAL BID MUST BE INCLUDED WITH BID.

**PERFORMANCE DEPOSIT:** **NONE** at bid opening. Contracting Officer will withhold ten percent of the total bid amount from the bid deposit as performance deposit.

**ADVANCE PAYMENT:** **NONE** at bid opening. Contractor must pay another 20% at harvest start.

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**PRE-BID INSPECTION:** Inspections M-F **8:00**AM - **3:00**PM, "BY APPOINTMENT ONLY"
Contact - Jerry Purcell 912-767-7522 or Neil Medlin, 912-767-7521.

Privacy Act Statement. The purpose of this invitation is to solicit bids from prospective forest product purchasers to determine the best qualified bidder, price and other consideration included. Information required from bidder is voluntary; however, failure to furnish such information would disqualify bid. Authority: 40 USC 484, Federal Property and Administrative Services Act of 1949 and Federal Property Management Regulation, Section 101-47.302-2(a)(3).

INVITATION FOR BIDS NO. SAV-RE-**16-209**

ADDENDUM TO BID FOR ADVERTISED TIMBER

This is a small business set-aside sale. Bids from others will be considered if no valid bid is received from a small business concern.

Notice to Bidders on Set-Aside Sales

Preferential award of this sale to a small business concern is authorized by Section 15 of the Small Business Act of 1958. Any bidder who desires such preferential consideration must certify to his status by signing the "Certificate of Small Business Status" at the end of this page. Forest products industry under Item (1) refers to an industry which utilizes the wood obtained from trees that serve as the principal source of raw material. If you are the high bidder and your representation is questioned by either the contracting officer or another bidder within 5 working days of bid opening, award of this sale will be deferred pending consideration by the Small Business Administration. Concerns not certifying themselves as small business and small business concerns determined by the Small Business Administration to be ineligible for preferential award of timber sales will not be qualified for sale award if an acceptable sealed bid is received from a qualified concern so certifying itself. Any concern which self-certifies as a small business concern for the purpose of the sale of Government-owned timber is expected to maintain sufficient documentary evidence to show that it did so in good faith. This means that a concern which sells or exchanges timber or sawlogs from this sale will maintain the names and addresses of the concerns to whom the timber is sold or exchanged, and size of such concerns, and the volume involved. If the sawtimber is to be manufactured into a product, such manufacture will be done with his own facilities or those of another concern that qualifies as a small business. In addition to the following "Certificate of Small Business Status," the successful bidder will be required to complete a "Small Business Certification Required on all Preferential Sales of Set-Aside Timber" at the time the sale contract is executed. The SBA certification reconfirms his representation as to size status; provides assurance that records of all timber sales or exchanges from this sale will be maintained for 3 years; and acknowledge the possible penalties for violating the foregoing.

Certificate of Small Business Status

The bidder represents that he is a small business concern within the terms of definitions listed below:

(A) In sales of Department of the Army timber, a small business concern is a concern that (1) is primarily engaged in the logging or forest products industry; (2) is independently owned and operated; (3) is not dominant in its field of operation; and (4) together with its affiliates does not employ more than 500 persons.

(B) In sales of Department of the Army timber with any part to be resold, a small business is a concern that (1) meets the requirements of Item 1 above; and (2) agrees that it will not sell or exchange more than 30 percent of such timber to a concern which does not qualify as small business.

(C) In sales of Department of the Army timber not to be resold for manufacture into lumber and timbers, a concern is small business when (1) it meets the requirements of Item 1 above; and (2) agrees that in manufacturing lumber or timbers from Department of the Army timber, it will do so only with its own facilities or those of concerns that qualify as a small business.

_____ _____

Date Signature of Bidder

NOTE: THIS FORM MUST BE SIGNED, DATED AND ATTACHED TO YOUR BID.

| SALE OF GOVERNMENT FOREST PRODUCTS<br>BID AND AWARD | INVITATION FOR BIDS<br>NO. SAV-RE-**16-209** | PAGE **3** |
|---|---|---|

| BID<br>(This Section to be completed by the Bidder) | DATE OF BID: |
|---|---|

In compliance with the Invitation identified on the cover page hereof, and subject to all the sale terms and conditions contained in Instructions to Bidders, General Sale Terms and Conditions, and Special Sales Terms and Conditions, all of which are incorporated as part of this Bid, the undersigned offers and agrees, if the Bid be accepted within 60 calendar days after date of Bid opening, to purchase and pay for any or all of the items listed for sale on Item Bid Page and to remove the property and perform the other required work as specified

herein, after notice of acceptance by the Government. The total amount bid is $_____.

Attached is the required **Bid deposit** in the **form** of (circle one) Cashiers Check/ Money Order/ Certified Bank Check

and in the **amount** of $_____.

*All bidders should complete the "Certificate As to Small Business Status" set forth below. This certificate must be completed and made a part of every Invitation to Bid on the sale of Government-owned timber with an estimated value of $2,000 or more. Failure to properly execute this certificate will not invalidate a bid, but a proper statement must be signed before the bid is accepted by the Government. Refusal or delay in executing a proper statement is grounds for rejecting the bid. Intentional falsification of this certificate is a criminal offense punishable by a fine of not more than $5,000 or imprisonment for not more that two years, or both. (Title 15, United States Code, Section 645(a).)*

CERTIFICATE AS TO SMALL BUSINESS STATUS

The bidder certifies that he (is) (is not) a small business concern within the terms of the following definition:

In sales of Government-owned forest products a "small business" is a concern that: (1) is primarily engaged in the logging or forest products industry: (2) is independently owned and operated: (3) is not dominant in its field of operations: and (4) together with its affiliates does not employ more than 500 persons.

| NAME AND ADDRESS OF BIDDER: (TYPE OR PRINT)<br>NAME: _____<br>STREET/PO BOX: _____<br>CITY, STATE/ZIP _____<br><br>TELEPHONE NUMBER: _____ | SIGNATURE OF PERSON AUTHORIZED TO SIGN BID:<br><br>SIGNER'S NAME AND TITLE: (Type or print) |
|---|---|

**CORPORATE CERTIFICATE**

I,_____, certify that I am the_____ of the
(Name) (Business Position)
corporation named as Purchaser herein, that_____, who signed this contract on
(Name)
behalf of the Purchaser, as then_____of said corporation by authority of
(Title)
its governing body, and is within the scope of its corporate powers. _____ _____

Signature

(CORPORATE SEAL)

| **ACCEPTANCE BY THE GOVERNMENT**<br>**(This Section for Government use only)** | | **DATE OF ACCEPTANCE** |
|---|---|---|
| **ACCEPTED AS TO ITEMS NUMBERED** | | **UNITED STATES OF AMERICA**<br><br>**BY**_____<br>(Contracting Officer) |
| **TOTAL AMOUNT**<br>**$** | **CONTRACT NUMBER**<br>**DACA21-7-16-3211** | **TITLE OF CONTRACTING OFFICER** |

| SALE OF GOVERNMENT FOREST PRODUCTS<br>ITEM BID PAGE | | INVITATION FOR BIDS NO.<br>SAV-RE-**16-209** | | PAGE **4** | | |
|---|---|---|---|---|---|---|
| | | | | TO BE SUPPLIED BY BIDDER | | |
| ITEM NO. | **PRODUCTS FOR SALE**<br>FORT STEWART MILITARY RESERVATION, GEORGIA | **QUANTITY**<br>(No. Units) | **UNIT OF MEASURE** | **PRICE BID PER UNIT** | TOTAL PRICE BID<br>**DOLLARS** | **CENTS** |
| **1.** | All pine and hardwood trees marked with blue paint located within a red-painted boundary as shown on maps on Pages 5-6. and in a 10' strip along FS 20/20B widening in E9.2/E10.1<br>**PINE TREES: 5,238 TONS** | **5,328** | **TON** | | | |
| | **PINE SAWTIMBER – 2,177 Tons**<br>DBH / NO. TREES / CORDS<br>14" 661 263<br>16" 319 187<br>18" 208 160<br>20" 95 96<br>22" 46 59<br>24" 16 25<br>26"+ 12 24<br>**TOTAL: 1,357 814** | | | | | |
| | **PINE POLES – 43 Tons**<br>DBH / NO. TREES / CORDS<br>12 30 8<br>14" 20 8<br>**TOTAL: 50 16** | | | | | |
| | **PINE CHIP-N-SAW – 570 Tons**<br>Estimated volume to a 5" top diameter:<br>DBH / NO. TREES / CORDS<br>8" 95 9<br>10" 684 109<br>12" 405 95<br>**TOTAL: 1,184 213** | | | | | |
| | **PINE PULPWOOD - 2,448 Tons**<br>DBH / NO. TREES / CORDS<br>6" 2,129 96<br>8" 2,036 179<br>10" 1,260 189<br>12" 804 187<br>14" 273 90<br>16" 100 47<br>18" 35 22<br>20" 28 22<br>22 +" 10 11<br>Tops 72<br>**TOTAL: 6,675 915** | | | | | |
| **2.** | **HARDWOOD TREES:**<br>**HARDWOOD PULPWOOD 1,502 Tons**<br>DBH / NO. TREES / CORDS<br>8" 1,690 16 | **1,502** | **TON** | | | |

| | | | |
|---|---|---|---|
| 10” | 1,018 | 15 | **BIDDERS REQUIRED TO BID ON ITEMS 1. AND 2. ONLY ONE CONTRACT AWARDED BASED ON HIGHEST TOTAL COMBINATION OF ITEMS 1 AND 2.** |
| 12” | 503 | 12 | |
| 14” | 145 | 4 | |
| 16” | 64 | 2 | |
| 18” | 26 | 2 | |
| 20+ | 5 | 1 | |
| **TOTAL:** | **3,451** | **527** | |

| | |
|---|---|
| BIDDER IS CAUTIONED TO INSPECT THE PROPERTY. BIDDER’S NAME SHOULD APPEAR ON EACH ITEM BID PAGE CONTAINING A BID. | NAME OF BIDDER: (Type or print) |

| SALE OF GOVERNMENT FOREST PRODUCTS DESCRIPTION AND MAP OF SALE AREA | INVITATION FOR BIDS NO. SAV-RE-**16-209** | PAGE **5** |
|---|---|---|

DESCRIPTION OF FOREST PRODUCTS SALE AREA(S): **199 acres** **E9.1 Sale 1**

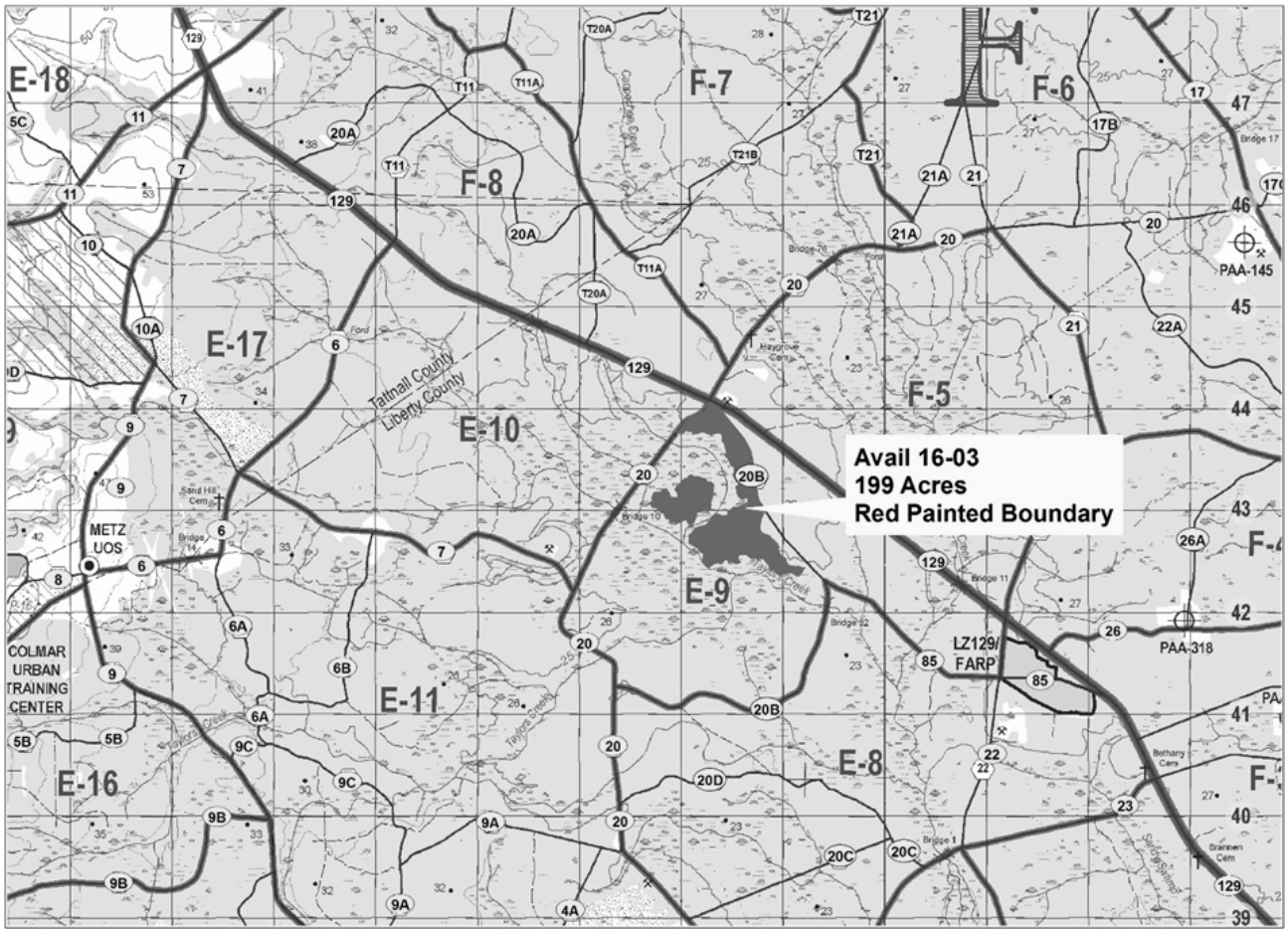
The sale area is located in the western portion of the Fort Stewart Military Reservation within forested sections of Training Area E9.1 in **LIBERTY** County, Georgia. The trees to be harvested are within a red painted boundary line and marked with BLUE paint at 4 ½ feet above ground level (breast height) and at ground level. The sale area contains **199 acres** and is accessed by FS 20, FS 20B, FS 129 and woods roads and trails. The sale area is bounded on the west by FS 20, on the north by FS 129 , on the east by FS 20B and on the south by drains and wetlands. Rutting, bogging or other soil/site damage is to be avoided inside the sale and wetland areas.

NOTE : There are FOUR (4) Endangered Species sites, being Red-Cockaded Woodpecker Clusters, within the sale area. Harvesting operations must be conducted in a manner to avoid any damage to these trees or sites.

The contractor is responsible for adhering to the boundary lines of the sale area as identified on the ground and/or on subject timber by the Contracting Officer or his designated representative.

** All contractor timber harvesting personnel must have a current valid Fort Stewart Area Access Pass in their possession at all times while on the military reservation. Personnel without a Pass may be cited for violation of Regulations.

MAP DESIGNATING SALE AREA(S):




Maps produced by Fort Stewart Forestry GIS Lab
GIS Analyst: Arte Rahn (912-435-8024)
Date:04 December 2015

0 0.5 1 2 Miles

Sale Area

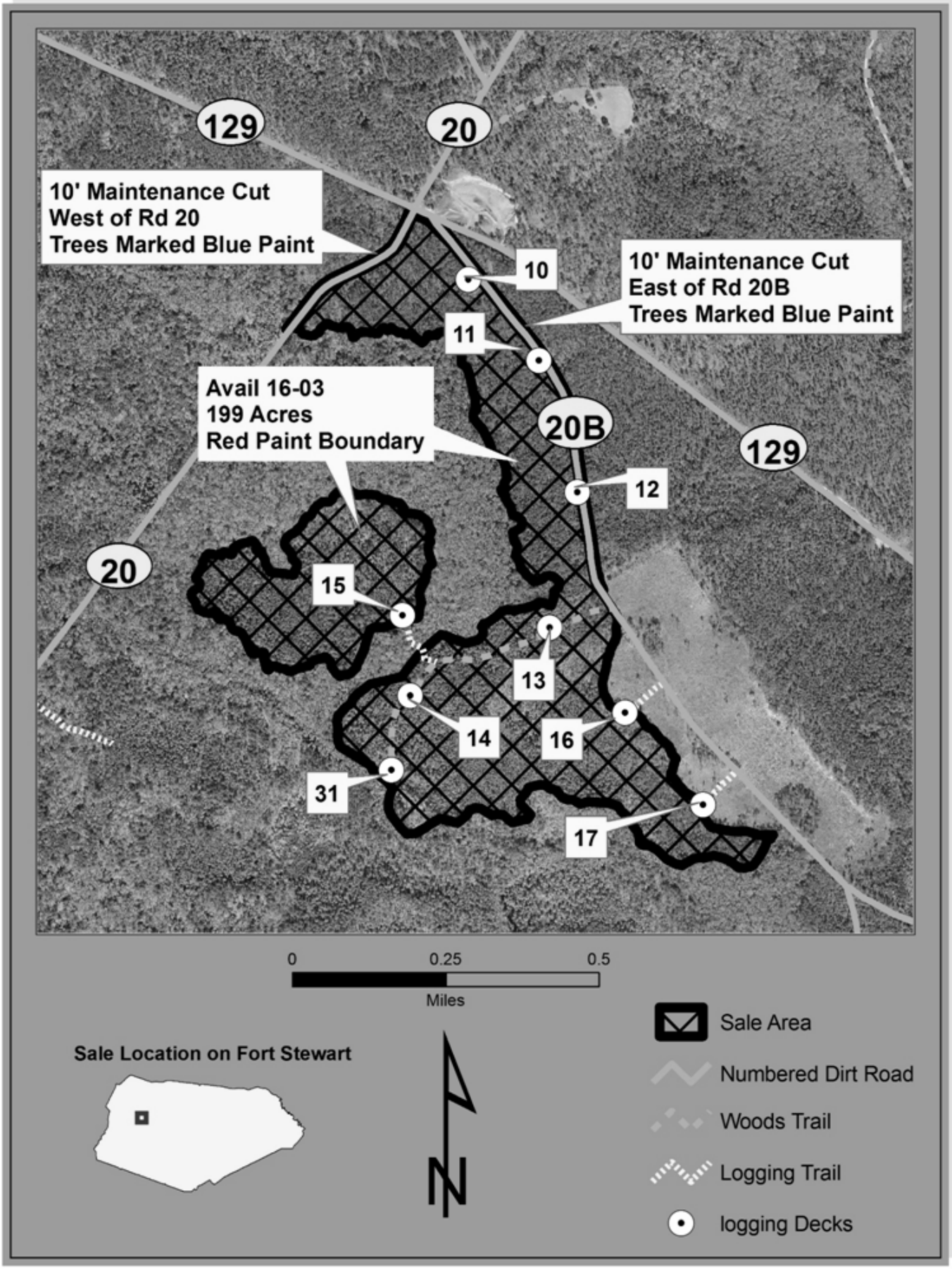
N

SCALE: 1" = 5964' OR APPROXIMATELY 1.1 MILE

**NOT DRAWN TO SCALE**

| SALE OF GOVERNMENT FOREST PRODUCTS DESCRIPTION AND MAP OF SALE AREA | INVITATION FOR BIDS NO. SAV-RE-16-209 | PAGE **6** |
|---|---|---|

Map of Sale Area: DPW Forestry Branch Availability 16-03. E9.1 Sale1


129
20
10' Maintenance Cut
West of Rd 20
Trees Marked Blue Paint
10
10' Maintenance Cut
East of Rd 20B
Trees Marked Blue Paint
11
Avail 16-03
199 Acres
Red Paint Boundary
20B
129
12
20
15
13
14
16
31
17
0
0.25
0.5
Miles
Sale Area
Numbered Dirt Road
Woods Trail
Logging Trail
logging Decks
Sale Location on Fort Stewart
N

SECTION II - SALE OF GOVERNMENT FOREST PRODUCTS - INSTRUCTION TO BIDDERS

1. Knowledge of Sale Terms and Conditions. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements herein contained. Any oral statement or representation by a representative of the Government, changing or supplementing any condition of this advertisement or contract resulting there from is unauthorized and shall confer no right upon the bidder or purchaser.

2. Inspection. The bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. Property is available for inspection during the times and through arrangements made as specified on the cover sheet of this invitation. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.

3. Condition of Property**.** The property is offered for sale "as is" and "where is" with the bidder being obligated and responsible to provide at his sole expense and without any cost whatsoever to the Government all labor, equipment, materials, and supplies required to harvest and remove the forest products involved. The description of the property is believed to be sufficiently specific for purposes of identification. Any error or omission in the description (including location) shall not constitute any ground or reason for nonperformance of the contract or claim by the successful bidder for any allowance, refund or deduction from the amounts offered. The Government does not make any guarantee or warranty expressed or implied with respect to the property as to quantity, quality, character or condition, size or kind, or that the property is in condition or fit to be used for the purpose for which intended. The purchaser acknowledges that he has satisfied himself as to the location, field conditions, and volume of forest products to be removed from the designated area(s). This contract shall be construed to have the intent of covering all the designated forest products of the specified species and sizes on the area and as described herein and shall include all such forest products whether less than, equal to or in excess of the estimated volume or quantity stated.

4. Preparation and Submittal of Bids.

a. Bid Items. Unless the Invitation otherwise provides, bids may be submitted on any or all items; however, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item.

b. Bid Form. Sealed bids must be executed and submitted on the bid form accompanying this invitation for bids, bid and acceptance, or on exact copies thereof. Bids shall be filled out in ink, or typed, with all erasures, strikeovers, and corrections initialed in ink. Additional copies of the bid form may be obtained from the District Engineer.

c. Execution of Bid. A bid executed by an attorney or agent on behalf of the bidder must be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder. If the bidder is a corporation, the Certificate of Corporate Bidder (page 2), must be executed. If the bid is signed by the Secretary of the Corporation, the Certificate must be executed by some other officer of the corporation under the corporate seal. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid a copy of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be a true copy.

d. Marking and Addressing of Bid Envelope. This invitation number and bid-opening time must be plainly marked on the left side of the sealed envelope in which bids are submitted, for example:

Bidder's
Return
Address

**SEALED BID**

To be Opened:

Time: 10:00 AM
Location: Forest Resource Bldg. 8058
Date: DECEMBER 30, 2015
Invitation: SAV-RE-16-209

**BID DELIVERY LOCATION:**
Forest Resource Office, Building 8058
U. S. Army Corps of Engineers
1829 GA HWY 144 East

e. Delivery of Bids. It will be the duty of each bidder to see that his bid is delivered by the time and at the place prescribed in the invitation. Bids received prior to the time of opening will be securely kept, unopened. The person whose duty it is to open them will decide when the specified time has arrived, and no bid or modifications of a bid, or withdrawals of a bid received thereafter, will be considered. No responsibility will be attached for the premature opening of a bid not properly addressed and identified. All modifications of a bid or withdrawals of a bid must be delivered to a Government Official in writing and received prior to the official Bid Opening. **Bids should not be mailed.** Bidders are strongly encouraged to hand deliver bids to a Forest Resources official prior to Bid Opening or present them at the official time and place of Bid Opening. However, Bids may be submitted in advance by delivery via Bidder's choice of any commercial courier service (UPS, FedEX, DHL and etc.) but must be actually delivered prior to the designated opening date and time. The **Bidder** is **soley responsible** to ensure that their Bid(s) arrive properly. Failure of a delivery service is not grounds for acceptance of late Bids. Deliveries of official bids must be to the Resident Forester or other authorized designated Government official at this location**:**

**Forest Resources Office, Building 8058**
**U. S. Army Corps of Engineers**
**1829 GA HWY 144 East**
**Fort Stewart, Georgia 31314**

5. Bid Deposit. A deposit in the amount of not less than **20% of the total bid price** must accompany each bid submitted in order to validate the transaction. If the total bid amount is $1,000.00 or less, 100% of the total bid amount must be submitted with the bid. Such deposit must be furnished as a money order, or traveler's/cashier's/certified check or a combination thereof made payable to the order of "**F&A Officer, USAED, Savannah". Cash deposit is acceptable but is limited a total of $1,000.00 due to security concerns.** The deposit of the successful bidder will be retained by the Government and applied proportionately as payment of the forest product sold and/or as performance deposit. The sale will be on all-cash basis with additional periodic payments required as hereinafter specified under Condition 3, Section III.

6. Opening of Bids. At the time set for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested, who may be present, either in person or by representatives; provided, however, that any information submitted in support thereof, the disclosure of which may tend to subject the person submitting it to competitive business disadvantage, will upon request be held in strict confidence by the Government.

7. Bid Price Determination. When bids are solicited on a unit price basis, bidders will insert their unit prices and total prices in the space provided for each item. In the event the bidder inserts a total price on the item but falls to insert a unit price, the Government will determine the unit price by dividing the total price by the quantity of the item set out in the invitation. The unit price so determined shall be used for the purpose of bid evaluation, award and all phases of contract administration. The unit price shall govern in any case of error in calculation of the estimated total contract price.

8. Award of Contract.
a. The responsible bidder whose bid, conforming to the invitation of bids, is most advantageous to the Government, price and other factors considered, will be notified that an award will be made to him upon application of the performance deposit or bond as specified in Section III (2) of this contract. In the event that the performance deposit or bond is not tendered within the specified period, the Government may, at its option, select from the remaining bids the responsible bidder whose bid, conforming to the invitation of bids, is most advantageous to the Government, price and other factors considered. That bidder will be notified that an award will be made to him upon application of the performance deposit or bond as provided in Section III (2) of this contract. The Government may, when in its interest, reject any or all bids or waive any informality in bids received. The Government may accept any item or combination of items of a bid, unless precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation.
b. In the absence of information clearly indicating that the bidder is responsible, the Contracting Officer shall conclude that the bidder does not qualify as a responsible bidder. To determine a bidder to be responsible, a Contracting Officer must find that:

(1) The bidder has adequate financial resources to perform the contract or the ability to obtain them;

(2) The bidder is able to perform the contract within the contract term taking into consideration all existing commercial and governmental business commitments;

(3) The bidder has a satisfactory performance record on timber sale contracts. A prospective bidder 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 bidder's control and were not created through improper actions by the bidder or affiliate, or that the bidder has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a

responsible bidder. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;

(4) The bidder has a satisfactory record of integrity and business ethics;

(5) The bidder has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;

(6) The bidder is otherwise qualified and eligible to receive an award under applicable laws and regulations.

c. A bidder may protest a determination made in the bid/award process to the Contracting Officer within 30 days of the date of the notification or rejection letter to the bidder. If the protest cannot be disposed of by agreement, the Contracting Officer will within 14 days forward the protest to the District Engineer, U. S. Army Engineer District, Savannah, Georgia and so notify the protester in writing of such action. The District Engineer should consider such protest within 60 days of delivery, but may continue the Sale of Government Forest Products process. In connection with any written protest proceedings under this provision, protestor should clearly:

(1) identify the Invitation For Bid No.;
(2) identify contact parties;
(3) state the reasons for the protest;
(4) provide documentation in support of the protest; and
(5) state what is the desired result.

The decision of the District Engineer shall be final and conclusive. A written copy of the decision shall be mailed or otherwise furnished to the protester. The Government reserves the right to establish management objectives and requirements designed to achieve these objectives. These objectives are not subject to this protest process.

9. Interstate Commerce. The Interstate Commerce Act makes it unlawful for anyone other than those duly licensed under the act to transport this property in interstate commerce for hire. Anyone aiding or abetting in such violation is a principal in committing the offense (49 USC 301-327; 10101-11914).

SECTION III - SALE OF GOVERNMENT FOREST PRODUCTS - GENERAL SALE TERMS AND CONDITIONS.

1. Definitions.

a. The term "Secretary" as used herein means the Secretary of the Army, and the term "his duly Authorized Representative" means the Chief of Engineers, Department of the Army, or an individual or board designated by him.

b. The term "Contracting Officer" as used herein means the person executing this contract on behalf of the Government and includes a duly appointed successor Authorized Representative.

2. Performance Deposit or Bond. At Contract Award, Bid Deposits may be converted and proportionately applied as performance deposit and/or as stumpage payment. **10%** of the Total Bid Amount is to be held aside and applied as a performance deposit in order to insure faithful performance under this contract In addition to other payments required under the provisions of this contract. If the contract is performed to the full satisfaction of the Contracting Officer, said performance deposit shall be returned to the purchaser upon satisfactory contract completion.

Bond: In lieu of this deposit the purchaser may furnish a performance bond with surety approved by and in a form acceptable to the Contracting Officer. The penal sum of such bond to be the same (equal amount) as the total performance deposit provided for above. Standard Form 25 may be used for this purpose.

Performance Deposit Not A Payment: During the term of the contract active harvesting periods, the Performance Deposit or Bond is not to be considered as a forest product advance payment.

3. Advance Payments. In addition to the original 20% Bid Deposit, the purchaser must make an initial advance payment of **20% of the total bid amount** just prior to commencement of harvesting operations. The purchaser must thereafter pay the remainder of the contract bid price in **advance** portions (minimum 20% increments) for forest products to be harvested as determined by the Contractor or as requested by the Contracting Officer Representative **or** as may be Billed, whichever effects the advance to be paid promptly. The Contractor is responsible for determining current harvest amounts on a daily basis and, when harvest value amount nears actual amount already paid, the Contractor must immediately make additional advance payment or stop harvesting until such payment is made. When value amount of products harvested equals or exceeds amount of total stumpage payments, the Government officials will require all harvesting operations to cease until additional payment is made. Failure of the Contractor to stay ahead on payments is a violation of the Performance requirements.

a. For unit price sales, such **payment shall be made prior to commencement of harvesting operations**.

(1) For all contracts of $10,000 or less, balance of the estimated total purchase price must be paid in full.

(2) For all other contracts (over $10,000), each advance payment shall be an amount to be established by the Contracting Officer but in no case less than **20%** of the estimated total contract price. In the event there is any surplus of funds to purchaser's credit on deposit upon completion of removal operations as required under the terms of the contract, a refund of such surplus will be made to said purchaser.

b. For lump sum sales, the purchase price shall be paid as follows:

(1) On bids below $10,000, payment in full is required within fifteen (15) calendar days after Notice of Acceptance. Bid deposit will be applied toward the amount due.

(2) On bids $10,000 to $20,000, $10,000 is required within fifteen (10) calendar days after Notice of Acceptance and the remaining balance when approximately 50 percent of forest products has been cut.

(3) On bids larger than $20,000, bidder must pay $10,000 within ten (10) calendar days after Notice of Acceptance and the remainder as requested by the Contracting Officer or as billed. The determination of the frequency of $10,000 payments will be based on the volume of the material cut as determined by the Contracting Officer, having as its objective that the amount paid in shall at all times be the equivalent of at least 10 percent more than the percentage of forest products cut. To aid in this determination, the books of account and inventories by the purchaser shall be available for inspection by the Contracting Officer. Purchaser shall submit a letter stating volumes harvested to date to the Contracting Officer on frequency to be established by said officer.

4. Billings. The purchaser should make regular advance payments on his own initiative as required but also may be billed periodically for the estimated quantities of forest products as determined by the Contracting Officer to be removed during a given operational period. Payment must be made in the amounts and by time requirements specified in the bill, otherwise, harvesting may be suspended by the government until the bill is settled.

5. Methods of Payment. All payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the **F&A Officer, USAED, Savannah**. Billing payments will be remitted within the time requested in the bill or otherwise within ten (10) calendar days of the date of the billing, directly to the Forest Resource Project Office or District Office, as specified under Special Sale Terms and Conditions. Late Payment of bills are subject to interest accrual based on current U.S. Treasury rates.

6. Defaults. If, after the award, the purchaser breaches the contract by failing to make any payments as required, or by failing to remove the property as required, then the Contracting Officer may send the purchaser a fifteen (15) calendar day, written notice of default (calculated from date of mailing), and upon purchaser's failure to cure such default within that period (or such further period as Contracting Officer may allow), the purchaser shall lose all the right, title and interest which he might otherwise have acquired in and to the property as to which a default has occurred. The purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed time, the Contracting Officer at his election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to the total amount of such loss or damages sustained. When the Contracting Officer exercises this election, he shall specifically apprise the purchaser either in the original notice of default (or in separate subsequent written notice) that upon the expiration of the period prescribed for curing the default the formula amount will be retained (or collected) by the Government as liquidated damages. The maximum sum, moreover, which may be recovered by the Government as damages for failure of the purchaser to remove the property and pay for the same shall be such formula amount. If the purchaser otherwise fails in the performance of his obligations thereunder, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

7. Disputes. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the purchaser. This decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, the purchaser mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary of the Army. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the purchaser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

8. Title Passage.

a. Unit Price Sale. All right, title, and interest in and to any included forest product shall remain vested in the Government until it has been removed from the authorized sale area, weighed, measured, accounted for, and paid for, at which time title shall vest in the purchaser.

b. Lump Sum Sale. All right, title, and interest in and to any included forest product shall remain in the Government until it has been paid for, at which time title shall vest in the purchaser. Title shall revert to the Government for any forest product remaining on the sale area upon harvest completion or the termination of this contract.

9. Military Mission and Other Delays.

a. Operations may be delayed from time to time, and sale area closed, because of military training. Purchaser will make daily checks with the Contracting Officer regarding military schedules affecting the sale area. If the sale area is closed as a result of military training for a continuous period of thirty (30) calendar days or a total of sixty (60) calendar days, then at the option of the Contracting Officer, the contract may be extended or terminated.

b. At the option of the Contracting Officer, the contract may be extended or terminated in the event the purchaser experiences delays or interruptions of ten (10) days or longer, which stops included timber removal from the sale area through the Government's curtailment of harvesting operations due to specific legal requirements concerning the protection of "Endangered & Threatened Species" (plant/animal) and/or "Cultural/Historical Resources" in the sale area.

c. Stoppages ordered in writing by the Contracting Officer to protect Government property from excessive damage resulting from poor or wet logging conditions or other requirement as stated.

d. The contract may be extended or terminated at the option of the Contracting Officer for causes noted under 9a, 9b, or 9c above. If terminated, the purchaser will be relieved of any further responsibility of removal of the forest products sold hereunder. Any sums prepaid or on deposit will be equitably adjusted upon clearance and final inspection of the area. Under lump sum contracts, this adjustment will be made in the same manner as outlined in Condition 11b below.

10. Extension of Time. The Contracting Officer may, by a Supplemental Agreement or Change Order, extend the time allocated for removal under the following conditions:

a. When the total volume of the forest product designated for removal exceeds the estimated volume advertised, the time allocated for removal may be extended for an equitable period, based upon the minimum weekly production required to complete the removal of the original estimated contract volume within the original allocated time. Weekly rate of production shall be determined as specified herein under Condition 2, Section IV, Schedule of Removal and Completion.

b. When **purchaser desires** a reasonable extension of time for his own **convenience**, provided that:

(1) The Contracting Officer determines that the extension will not endanger final required installation deadlines; and

(2) The **considerations for the extension** is mutually agreed upon by purchaser and said officer.

c. For days lost by the purchaser due to closure of the sale areas as ordered by the Contracting Officer as outlined in Conditions 9 above, this section.

d. For reasonable mobilization time (other than initial mobilization) as a result of major interruptions during contract period and where it is determined necessary by the Contracting Officer.

e. When purchaser experiences delay in commencing scheduled operations or interruption in active operations either of which stops removal of included timber from sale area(s) through curtailment of his field operations for ten (10) or more consecutive calendar days during normal operating season due to causes beyond purchaser's control, including but not limited to acts of God, acts of public enemy, acts of Government, labor disputes, fires, insurrections, floods or earthquakes. (Normal precipitation within geographical vicinity of sale area not justification for extension.)

f. When other Government requirements prohibit access or operation in the sale area(s).

NOTE: To qualify for a time extension, the **purchaser shall submit a request to the Contracting Officer in writing** As soon as possible but at least ten (10) calendar days **prior to the contract termination date** citing applicable **reasons** described in a. through f. above.

11. Metal Contamination.

a. Some timber included under this sale contract may be contaminated with military bullets and/or shell fragments; and notwithstanding other provisions of this contract, it is not intended that the purchaser be required to harvest such trees when the contamination is **determined to be excessive** by the Contracting Officer. If military metal is encountered, the

purchaser will assist in determining the degree and extent of the contamination. After a thorough examination of the

timber by the Contracting Officer, and a **determination** by the Contracting Officer that **contamination is excessive**, such timber or sale area will either be **deleted** from the contract **or**, if mutually agreeable, a **reduction in the unit price** may be **negotiated** only for this contaminated material. The reduced price will be based on the extra cost of harvesting and utilizing such contaminated material. **Metal contamination is not expected in excess of the rate of 1 tree per 100 trees for any significant portion of the sale.**

b. In the event any portion of the sale area is deleted under a lump sum sale, the adjustment will be negotiated on the basis of a mutual cruise by representatives of both parties to determine volume and value of the timber deleted. The Government, however, will not substitute or replace contaminated timber with like volume or area of timber for the amount withdrawn.

12. Liability of Government. The purchaser hereby waives all claims and agrees to hold the Government harmless for any damages to property or injury to persons which may arise out of the existence of nonexploded ammunition, metal or foreign objects **on the premises as well as** in trees on the premises, or for any damage whatsoever which may arise from the harvesting of timber by him or operations required hereunder.

13. Supervision. When cutting, logging, or other operations under this contract are in progress, the purchaser shall have a Contractor Representative **present** on the work site or readily available (1/2 hour or closer) to the area of such operation at all times. This Contractor Representative shall be named in writing with a phone contact number to the Contracting Officer. This Representative **shall be authorized** to receive on behalf of the purchaser, any **notices and instructions** given by the Contracting Officer in regard to performance under this contract, and to **take such action** thereon as is **required** by the terms of this contract.

14. Vehicles. Contractor vehicles will be authorized to transport forest products under this contract so long as they properly display Government furnished identification markers (blue tags), load numbers on logs and possess current valid passes for the area of harvesting operations. A numbered blue tag will be furnished for each haul vehicle and which must be plainly displayed on its front bumper/grill area as may be acceptable to the Contracting Officer; on the dashboard inside the windshield is not acceptable. Routes to be used for transportation of forest products from the reservation will be designated by said officer. Vehicles used in the transportation of forest products are subject to Federal, State and local laws and regulations governing the securing of loads, size, weight, and load limitations.

15. Compliance with Laws, Rules, Regulations. All operations in connection with the removal of forest products sold hereunder shall be subject to all installation, local, State, Federal laws and regulations pertaining to security, loading and operation of vehicles, fire, safety, sanitation, environmental protection, and other rules, regulations, and directions prescribed by the Contacting Officer in addition to those outlined below. Failure to abide by such laws, rules, regulations, or directions may result in work stoppage or termination of the contract.

a. Protection of Government Property and Personnel. All Government property including utility lines, ditches, bridges, and fences located within or immediately outside the exterior boundaries of the sale area, shall be protected so far as possible in logging and other operations, and if damaged, shall be repaired and restored immediately by the purchaser. Subject to the approval of the Contracting Officer, any utility line or fence which may be damaged in felling or logging operations may be moved from one location to another, or specified trees may be left uncut. Roads, trails, and designated fire lanes shall at all times be kept free of logs, brush, and debris resulting from the purchaser's operations hereunder, and any road or trail used by the purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be repaired by the purchaser to its original condition. The purchaser shall exercise due caution to insure the safety of all personnel on the sale area including all Government personnel engaged in inspection of purchaser activities.

b. Littering. The purchaser shall refrain from littering Government property with glass, metal, paper, plastic, oils, lubricants, fuels, detergents or any other solid or liquid pollutants and shall assure that his employees, agents and subcontractors refrain from doing so. Persistent pollution may result in work stoppage or termination of the contract. Clean up costs incurred by the Government will be assessed against the purchaser in accordance with Condition f, Paragraph 18, Liquidated Damages, herein.

c. Fire Suppression. The purchaser, shall exercise due diligence and take all reasonable and practicable action both

independently and upon request of the Contracting Officer or Fire Marshall of the reservation to prevent and suppress forest fires both within the sale area, and the area contiguous thereto. The purchaser agrees to reimburse the Government for the cost of fire suppression incurred as the result of his negligence or willful acts.

d. Environmental Quality. Purchaser agrees to adhere to all instructions of the Contracting Officer regarding erosion control, stream crossings, and construction of access roads, loading decks, skid trails, water bars, and water diversion ditches. Failure to comply will be grounds for assessment of Liquidated Damages, Paragraph 18, herein, and may result in work stoppage or termination of the contract.

e. Violations. In the event that the purchaser, his/her/its agent or employees, violates any instructions or direction given by the Government or any law, regulation, or policy, the Contracting Officer's Representative may require the purchaser to cease work immediately so that an evaluation of the affected area or the violation itself may be made by appropriate Government personnel. The Contracting Officer will review the evaluation, and at the option of the Contracting Officer, the contract may be terminated. No compensation shall be due the purchaser for any stoppage or termination under this provision. An assessment of the property damage and administrative costs will be made to determine the extent of the damages and costs, and the purchaser shall make payment to the United States in that amount. The purchaser shall be liable for the payment of any penalties or assessments resulting from the acts of the purchaser, his/her/its agent or employees. The purchaser will also be liable for any costs, including, but not limited to, administrative costs, incurred by the Government to complete the removal of the forest products that are the subject of this contract. In addition to penalties assessed under this provision or any other provision of this contract, the purchaser will be subject to appropriate criminal and civil penalties.

16. Gratuities.

a. The Government may, by written notice to the purchaser, terminate the right to the purchaser to proceed under this contract if it is found, after notice and hearing by the Secretary of Army or his duly Authorized Representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the purchaser, or any agent or representative of the purchaser, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract, provided that the existence of the facts upon which the Secretary or his duly Authorized Representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this contract is terminated as provided in 16.a. above, the Government shall be entitled to:

(1) Pursue the same remedies against the purchaser as it could pursue in the event of a breach of the contract by the purchaser, and

(2) Exemplary damages in an amount (as determined by the Secretary or his duly Authorized Representative) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the purchaser in providing any such gratuities to any such officer or employee as a penalty in addition to any other damages to which the Government may be entitled by law.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

17. Nondiscrimination in Employment. If the total value of this contract is in excess of $10,000, purchaser agrees during its performance as follows:

a. Purchaser will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Purchaser will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; the selection for training, including apprenticeship. Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this subsection.

b. Purchaser will, in all solicitations or advertisements for employees placed by or on behalf of purchaser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. Purchaser will send to each labor union or representative or workers with which he has a collective-bargaining agreement or other contract or understanding, a notice to be provided by Contracting Officer, advising the said labor union

or worker's representative of purchaser's commitments under this subsection, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. Purchaser will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and the rules, regulations and relevant orders of the Secretary of Labor.

e. Purchaser will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books or records and accounts by Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In event of **purchaser's noncompliance** with this subsection or with any of such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and **purchaser may be declared ineligible** for further Government contracts in accordance with procedures authorized in Executive Orders No. 11246 or September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. Purchaser will include the provisions of subparagraphs a. through f. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. Purchaser will take such action with respect to any subcontract or purchase order as Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event purchaser becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by Contracting Officer, purchaser may request the United States to enter into such litigation to protect the its interests.

18. Liquidated Damages. Without derogation of any other rights afforded it by this contract, the Government through its Contracting Officer (CO) may determine the extent of damages arising from any of the causes hereinafter set forth, and the purchaser agrees to pay a penalty therefore in an amount to be determined by the Contracting Officer as liquidated damages for the injury and/or cost suffered by the Government; but in no event to exceed the maximum penalty shown in the schedule below:

| Cause | Liquidated Payment* (To include cost incurred by the Government.) |
|---|---|
| a. Cutting or damaging undesignated trees intentionally or through negligence or carelessness. | Triple unit sale price or triple fair market value for the respective forest products, at CO discretion. |
| b. Removal of material harvested from the designated sale area without measurements in accordance with the terms of the contract. | Triple the unit price for the respective forest products. |
| c. Failure to maintain production (Section IV 2.) | $1,000 per week. |
| d. Failure to cut designated or merchantable trees respectively which are not exempted and failure to utilize merchantable material. | **Triple** the unit sale price for forest product. |
| e. Degradation of environmental quality through persistent littering, residual tree skinning, excessive rutting or other negligent or willful acts to Government land or water. | Actual clean up or restoration as determined by the CO |
| f. Incomplete, missing or erroneous load mill tickets or Load Sheet entries, later independently corrected. | $500 per load if Contractor corrected within 10 work days; $200 if corrected within 6 days; $100 within 3 workdays. |
| g. Failure to return used or unused Load Sheets, missing or erroneous mill tickets or entries. | $1000.00 per load, line or missing mill ticket or failure to complete sheet-line or weigh ticket. (Even later corrected.) |

19. Contract Termination. The Government may terminate this contract at any time by giving ten (10) calendar days notice in writing to the purchaser. In the event the contract is so terminated, the purchaser shall release the Government from liability for any damages or claims of whatsoever nature which result from said termination, except that funds on

deposit in excess of that required in payment of material cut and removed shall be refunded, unless otherwise provided herein. Under lump sum contracts, this refund will be based on volumes and values determined under the same procedures as outlined in paragraph 11b supra.

20. Records. Books and records of the purchaser relating to all operations covered by this contract shall be open to inspection at any time by the Contracting Officer an available for audit with the understanding that the information obtained shall be regarded as confidential.

21. Invitation, Bid and Acceptance. Invitation, Bid and Acceptance shall constitute the entire contract of sale between the purchase and the Government.

Section IV - Special Sale Terms and Conditions

1. Commencement. The purchaser will commence removal of the forest products within 10 calendar days after issuance of Notice to Proceed **if site is available/operable and purchaser continue harvesting throughout remainder of the contract period.**

2. Schedule of Removal and Completion. The purchaser agrees to remove from the sale area all forest products designated to be removed under this contract prior to date(s) shown below and at the minimum production rate specified herein:

| | | |
|---|---|---|
| Item 1: **November 30, 2017** | Item 5: _____ | Item 9: __ |
| Item 2: **November 30, 2017** | Item 6: _____ | Item 10: _ |
| Item 3: _____ | Item 7: _____ | Item 11: _ |
| Item 4: _____ | Item 8: _____ | Item 12: _ |

The minimum rate of production will be determined by dividing the number of weeks within the period of time established for the item purchased into the estimated volume or quantity of the forest product included under such item.

3. Period of Operations. Unless authorized by the Government, removal of forest products will not be permitted on Saturdays, Sundays, or any Government holiday and will be accomplished only during the hours designated by the Contracting Officer. The daily schedule of hours may be modified due to seasonal changes by notice in writing to the purchaser. **All contractor harvesting operations (cutting, skidding, loading and hauling) must be accomplished after 6:30 A. M. and before 7:00 P. M. Mon-Fri.** The daily schedule of hours may be re-designated, changed or otherwise modified to meet the urgent needs of the installation by notice in writing to the purchaser. When modified harvest hours are authorized, purchaser must inform the FS Resident Forester in advance of actual scheduled work hours.

4. Identification of Forest Product(s) included in Sale.

a. ITEM NO. 1: The purchaser will harvest all merchantable pine trees marked in blue found within the red-painted sale area.

b. ITEM NO. 2: The purchaser will harvest all merchantable hardwood trees marked in blue within the red-painted sale area.

c. The contractor is responsible for adhering to the boundary lines of the sale area as identified on the ground and/or on subject timber by the Contracting Officer or his authorized representative. The purchaser accepts the marking as final, except that, by mutual agreement between the Contracting Officer and the purchaser, changes in the marking can be made by marking additional trees or removing the marks from trees already marked when such changes are clearly the result of errors or omissions in the original marking. Trees to be removed in the construction of logging trails and loading points, and trees damaged in logging will be marked or designated for cutting as needed by the Contracting Officer.

5. Merchantability Standards.

a. Unit Price Sale. Trees and forest products cut from those trees which equal or exceed the specifications set forth in paragraph c below are considered merchantable and will be cut and utilized as specified. Tops resulting from the

harvesting of standing trees which are within said merchantability specifications are included.

b. Lump Sum Sale. Cut and utilize all trees and forest products as specified in paragraph c below.

c. Specifications. Basis Scribner Log Rule, Form Class 78,

ITEM NO. 1. - PINE
Species & Product – Pine Trees
Units Per Tree – 1
Minimum Length Feet – 16
Minimum DBH – 5”
Minimum Diameter Inside Bark at Small End – 2”

ITEM NO. 2. - HARDWOOD
Species & Product – Hardwood Trees
Units Per Tree – 1
Minimum Length Feet – 24
Minimum DBH – 7”
Minimum Diameter Inside Bark at Small End – 4”

6. Harvesting Operations.

a. Order of Logging. The order of logging will be designated by the Contracting Officer. Purchaser’s proposal for sequence of cutting will be considered. All forest products will be removed and all phases of operations completed within the assigned operational unit prior to commencement of operations in another operational unit. From time to time, due to military activities, the order of operations may be realigned by the Contracting Officer.

Operations under this contract will be conducted in a manner that will not interfere with removal operations under other contracts. Operations will be confined to the designated sale area(s).

b. Conduct of Logging.**

(1) Felling and Bucking. Felling shall be done to minimize breakage of sale timber and damage to residual timber and seedlings. Unless otherwise agreed, felling shall be done by saws or shears. Bucking shall be done to permit utilization of all material in accordance will merchantability specifications noted in paragraph 5 above. So far as practicable, trees shall be felled in a direction with reference to skid roads that will facilitate skidding and result in minimum damage to young growth and the residual stand.

(2) Stump Height. All trees to be harvested will be cut as low as possible but not higher than 10 inches for pine and 12 inches for hardwood and cypress above the ground line on the highest side, except when the measurements are impractical in the judgment of the Contracting Officer.

(3) Limbing. All felled trees shall be limbed flush to the bole prior to skidding. Use of limbing gates is not permitted except as expressly approved and used in accordance with instructions of the Contracting Officer.

(4) Skidding. During tree length skidding, logs shall not be skidded against or over residual trees or groups of tree reproduction. Skidders shall be turned around in openings and backed into the tow. Unmarked trees or reproduction may not be cut/damaged to facilitate skidding or loading of trucks except as approved by the Contracting Officer. The Contracting Officer reserves the right to establish the location/size of skid trails, landings, and haul roads.

(5) Loading Areas (Decks & Landings) and Skid Trails. Loading sites must be located at specific sites marked on the ground and shown on the Contract map. If not pre-designated by the COREP, skid trails may be located at the discretion of the Contractor except in the wetland areas and near the boundary lines where line trees or areas outside the sale areas may be affected or as otherwise authorized by the Contracting Officer.

(6) Lopping. The tops and limbs resulting from the conduct of this sale will be lopped to within 36 inches of the ground within 300 feet of main roads and 150 feet of Fort Stewart roads or other areas designated by the Contracting Officer. Purchasers will lop all of their respective tops as tree felling progresses.

(7) Slash Disposal. Piling of tops or branches immediately adjacent to live trees will not be permitted. The unused portion of all tops and branches must be removed from roads, drainage ditches, fire lanes, power lines, pipelines, stream channels, and mowed or other areas designated by the Contracting Officer. When limbing gates are permitted, slash will be dispersed if directed by Contracting Officer.

(8) Roads and Access to Sale Area. The purchaser in accordance with the sale map accompanying this invitation for bids will exercise maximum utilization of existing gates, roadways, bridges, and fire lanes. Only by special permission from the Contracting Officer and then only when conditions warrant will the purchaser be allowed to construct any roads or bridges on the premises. The Contracting Officer must approve truck/vehicle routes to be followed by the purchaser in connection with the removal of the timber. Restoration of the area where any new route has been constructed by the purchaser to approximately its original condition may be required prior to expiration of the sale agreement. Ingress or egress through or across any private property (non-Government) shall be the responsibility of the purchaser.

(9) BMPs Utilized. Logging will conform to Georgia Best Management Practices with particular emphasis upon the following guidelines: Waste oil and fuel must **not** be drained into the soils or waters of Fort Stewart/Hunter AAF. Skid trails will be minimized in wet areas and will cross drains at right angles. Logging operations will be limited to operable dry periods. Tops and limbs will be kept out of drains where water flow will be restricted. No significant rutting or soil damage allowed in the designated wetlands.

**The manual "Georgia's Best Management Practices for Forestry", dated May 2009, and published by the Georgia Forestry Commission, will be used as a guide to implement BMP's under this contract.

7. Weight Factors (Unit Price Sale). Weight factors used to determine the number of units of respective forest product:
**1 ton equals 2,000 pounds.**

8. Volume Determination.

a. Unit Price Sale. The quantity of units sold under this contract of sale will be determined by weighing each truckload at a Government operated weight station (when available), or at a consumer mill or commercial weight station acceptable to and approved in writing by the Contracting Officer. When the use of consumer mill or commercial scales is authorized, the purchaser will pay the cost of weighing, if any, and furnish to the Contracting Officer, on a frequency to be established, certified weight tickets for each load showing data and information required by the Contracting Officer. With the written consent of the Contracting Officer, the quantity of units may be based upon cubic foot measurements, using an acceptable weight conversion factor. Quantities will be based on net units plus any loss due to purchaser's fault. Mixed loads of various items under the contract may be removed, provided payment shall be at the rate of the item having the highest unit price. Forest products sold under this contract may be removed as a product other than that specified, provided that when the sale is under the weight method, the product is weighed with all bark intact or provisions made for bark weight through mutual agreement.

b. Lump Sum Sale. The timber described as to be harvested is sold as one lot in its entirety for one lump sum, and the Government makes no guarantee or warranty as to the volume, quality or condition of material.

9. Security Log-Load Sheets. Timber Harvest Load Sheets will be issued and must be utilized on unit price sales with each sheet designed to record 33 loads. Each prenumbered line must be filled out as soon as a truck load leaves the loading deck for transport to a mill. The first pink section of each line should have date, time of truck's deck departure time and blue-tag truck number entered. The line number on the left margin of the load sheets becomes the load number which must also be painted on the butt-end side of a log on the driver's side, just rearward of the front-most bolster. The number should be painted with a vividly contrasting color as large as reasonably possible, such that the number can be easily read at a glance by the driver of an oncoming vehicle traveling at road/highway speed, as the two vehicles pass. Suitable paint of an acceptable contrast and clarity is to be provided by the Contractor (Example: Nelson brand aerosol white tree marking paint works well). This Load Number, with the blue tag displayed on the front of the truck, authorizes transport of Government timber (or other forest products). At the delivery mill site, the truck operator **must acquire a copy of the mill's official weigh ticket** and return it to the loading deck to be logged in on the yellow section of the load sheet as soon as that truck returns but no later than 1 work-day after original deck departure. Upon return to the loading deck, the mill code, date/time of weigh-in net weight in pounds and weigh ticket number should be entered on the Load Sheet. The load number from the left hand first column of the Load Sheet should be handwritten in the upper right corner of the copy of the mill ticket and all tickets stored sequentially in a neat flat stack with the associated Load Sheet. Crumpled, multi-folded or dirty/greasy mill tickets are not acceptable. If any missing or unreasonably late mill tickets are noted by a Government inspector, monetary penalties may be assessed and/or the harvesting operation may be shut down until the mill ticket(s) are located, properly logged in to the sheet and stored with other tickets for that Load Sheet.

Upon final completion or temporary suspension of harvesting operations, the contractor shall immediately deliver all completed, partially completed and unused Load Sheets to the Resident Forester with blue truck tags. The contractor will be penalized $1,000 for each missing, damaged, destroyed or lost mill ticket and $1,000/line for missing, lost or destroyed Load Sheets ($33,000 each).

10. Tree Paint and Marking Equipment. The contractor may use tree marking paint to designate utility-class pole timber so long as color used is distinctly different from the select-mark or boundary paint colors already in place. The contractor may use aerosol paint to place Load Numbers on the side of logs loaded on the truck ready to haul. Other marking hammers, paint or equipment for painting, or any other equipment similar to that used by the Government in the marking of trees, logs, or bolts are prohibited from Government reservations, except as approved in writing.

11. Logging Equipment. Without regard to weather or ground condition, the purchaser must at all times keep tractors, trucks, or other required equipment in operation on the sale area, as determined by the Contracting Officer, to maintain the minimum production rate and to complete this contract of sale within the time allocated.

12. Other. (Special requirements and instructions.)

a. The location of all brows, main skid trails and haul routes may be pre-designated in the Contact and may be used but new additional or alternates must be approved by the Resident Forester or his representative prior to their use or construction.

b. Damage to the residual stand will be kept to a minimum.

c. **The use of a limbing gate will be authorized by the Resident Forester in accordance with Fort Stewart Limbing Gate Policy for Timber Harvest Contracts dated May 14, 1998.**

d. The use of a grapple skidder will not be allowed unless used in conjunction with an approved feller-buncher.

e. Special care must be taken during logging to protect any residual longleaf pine trees.

f. Vehicles used in the transportation of forest products are subject to Federal, State and local laws and regulations, governing the securing of loads, size, weight and load requirements.

g. The use of non-Government scales must be coordinated by an advance agreement between the scale operator and the contractor.

h. All losses of contractor property due to criminal acts should be promptly reported by the contractor or his agent to the installation law enforcement authorities and Corps Forest Resources personnel for appropriate action.

i. Within the sale area boundaries may be trees which are den trees of the red-cockaded woodpecker (RCW) which is listed as an endangered species. Special instructions concerning RCW den (cavity) trees and RCW colony sites or areas are as follows:

(1) A colony site includes the area with a 200 foot buffer zone around the aggregate of cavity trees. (2) Harvesting within the colony site is allowed only from 1 August through 28 February.

(2) The den trees are marked with YELLOW or WHITE painted reflective tape and/or PINK and LIME flagging.

(3) Colony site boundaries will be delineated from the area of availability marked by YELLOW or WHITE painted bands on trees.

(4) There will be no skidding or hauling within the drip line of cavity trees and no browing within the colony site.

(5) The contractor shall take special care to protect colony sites.

j. Contractor shall minimize rutting and damage to ground cover vegetation.

k. Contractor shall utilize pre-selected brow locations as shown on the Map of Logging Deck Locations on Page 6.

END