

Forestry

ORIGINAL

CONTRACT N62470-86-S-5543

SPECIFICATION NO. 05-85-5543

SQUIRES TIMBER CO.
(Contractor)

for

INDEFINITE QUANTITY TIMBER SALE, SALVAGE TIMBER, BASEWIDE

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

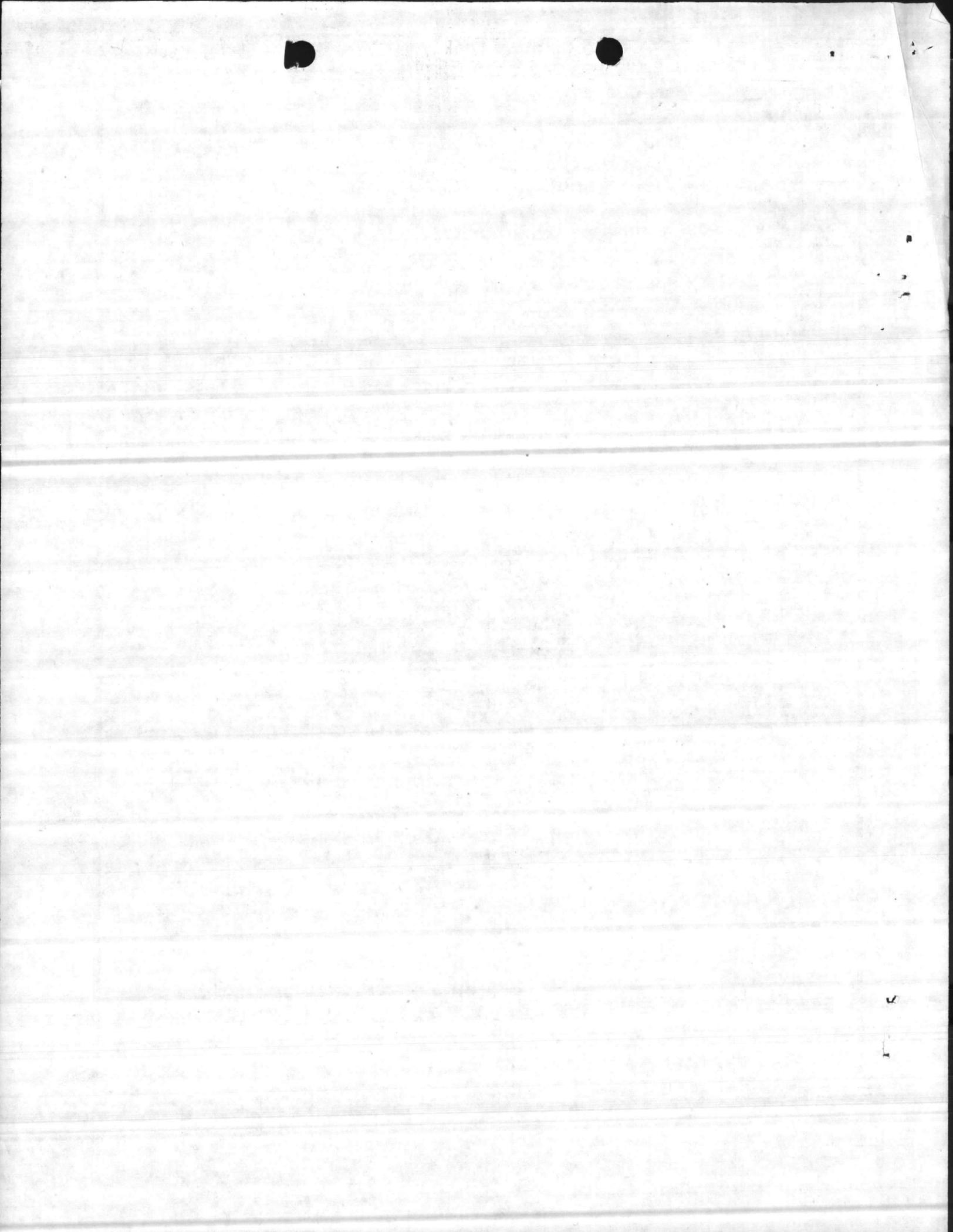
and at the

MARINE CORPS AIR STATION, NEW RIVER, JACKSONVILLE, NORTH CAROLINA



D.O.
DRO NO. 462-86
DATE JUL 30 1986

NAVAL FACILITIES ENGINEERING COMMAND
DEPARTMENT OF THE NAVY



SALE OF GOVERNMENT PROPERTY - BID AND AWARD

INVITATION FOR BIDS NO. N62470-86-S-5543

PAGE NO. 2 of 4

ISSUED BY
Officer in Charge
Jacksonville North Carolina Area
Marine Corps Base
Camp Lejeune, North Carolina 28542

ADDRESS YOUR BID TO
Officer in Charge
Jacksonville North Carolina Area
Marine Corps Base
Camp Lejeune, North Carolina 28542

BIDS WILL BE OPENED AT 2:00 PM, 8 July 1986

FOR INFORMATION CONTACT (Name & tel. no.)

Officer in Charge
Telephone:
919-451-2582

at the Office of Officer in Charge of Construction
Jacksonville North Carolina Area
Room 26, Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

Sealed bids in three (copies) for purchasing all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened, subject to: (1) The General Sale Terms and Conditions, SF 114C, dated March 1974 and Supplement to SF114C dated March 1979.

and such other special terms and conditions attached or incorporated herein by reference and identified as Specification No. 05-86-5543 (Copies of these forms, unless attached hereto, are on file at the

issuing office and will be made available upon request.) (2) BID DEPOSIT IS REQUIRED IN AN AMOUNT NOT LESS THAN 20 % OF THE TOTAL BID

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page as part of this Bid, at the price set opposite each item, pursuant to Clause 6 of SF 114C and Para 3 of the Specification. The entire work shall be completed prior to 30 September 1986.

BID (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within 60 calendar days' after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$ 693.00 and attached is the bid deposit, when required by the Invitation, in the form(s) of CERTIFIED CHECK in the amount of \$ 138.60.

BIDDER REPRESENTS THAT: (Check appropriate boxes)

- (1) He has, has not, inspected the property on which he is bidding.
- (2) He is, is not, an individual or a small business concern. (See CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.) (Complete the following only if the total amount of the bid(s) exceeds \$25,000.)
- (3) (a) He has, has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see CFR, Title 41, Subpart 101-45.3.)

NAME AND ADDRESS OF BIDDER (Street, city, state & ZIP Code)
(Type or print)

SQUIRES TIMBER Co.
314 BURGAW Hwy
JACKSONVILLE, N.C. 28540
TELEPHONE NUMBER: 347-4169

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

Randall W. Henderson

SIGNER'S NAME & TITLE (Type or print)

RANDALL W. HENDERSON
PROCUREMENT FORESTER

DATE OF BID

7/8/86

BIDDER IDENTIFICATION NO. (If applicable):

ACCEPTANCE BY THE GOVERNMENT (This section for Government use only)

ACCEPTED AS TO ITEM(S) NUMBERED

1

UNITED STATES OF AMERICA

BY /s/ T. L. HUGUELET
(Contracting Officer)

DATE OF ACCEPTANCE

30 July 1986

TOTAL AMOUNT
\$693.00

CONTRACT NUMBER(S)
N62470-86-S-5543

NAME AND TITLE OF CONTRACTING OFFICER

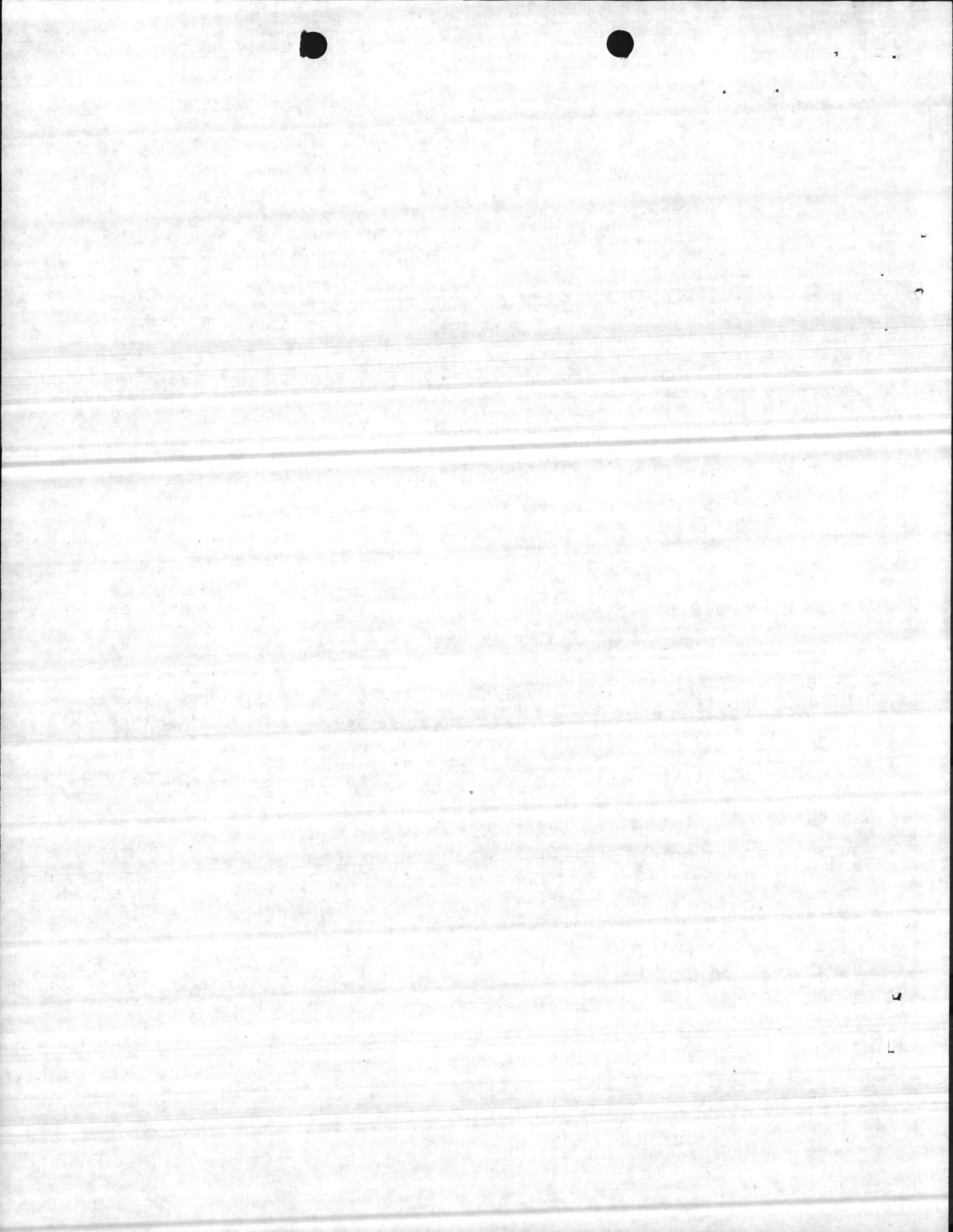
T. L. HUGUELET, CDR, CEC, USN
Contracting Officer

BUDGET BUREAU
NO. 25-F0022

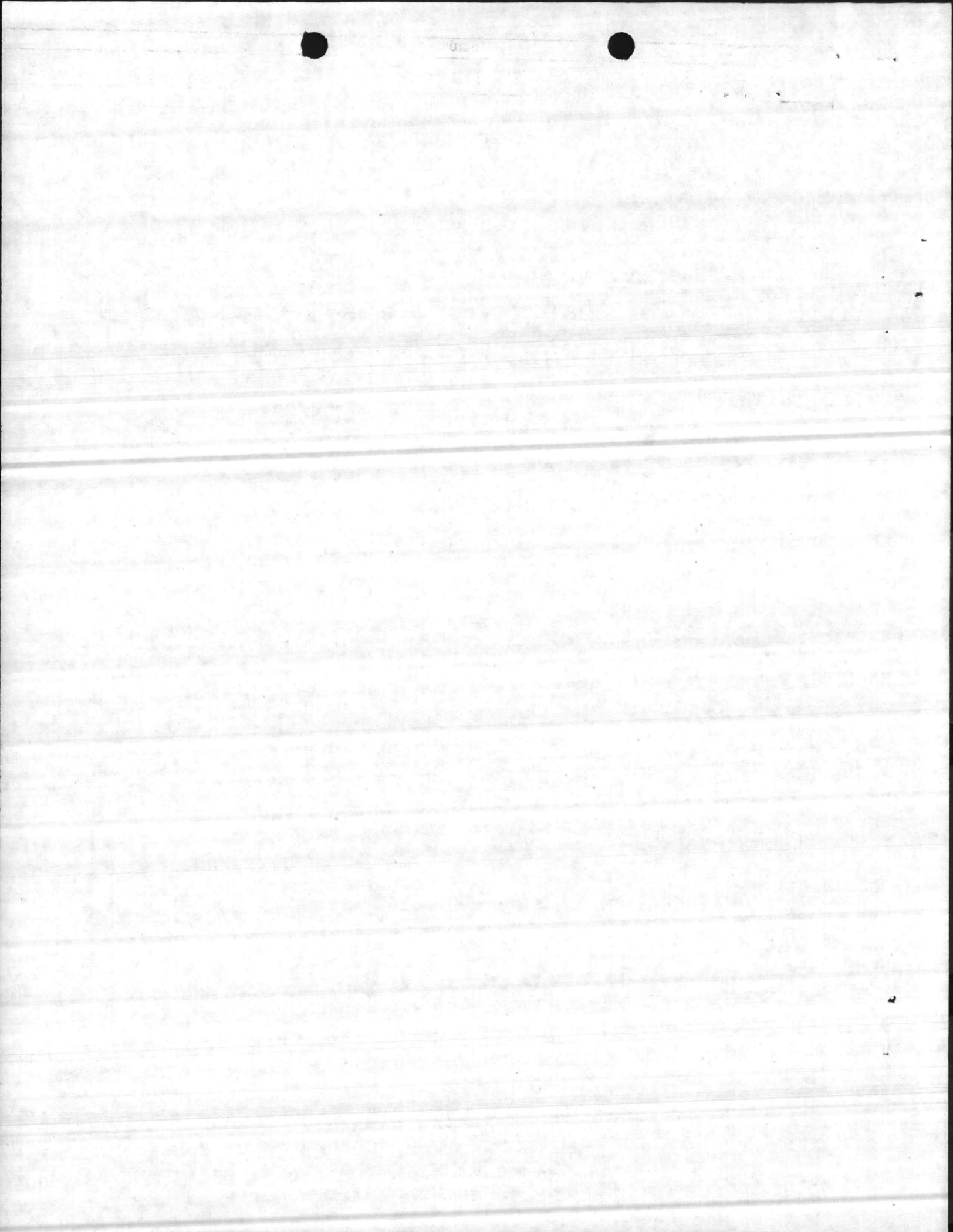
COMPLETION DATE:
30 September 1986

SPEC. NO. 05-86-5543

STANDARD FORM 114
JAN 1970 EDITION
General Services Administration
FPMR (41 CFR) 101-43.3
114-108



This procurement is NOT set-aside for Small Business concerns; however, Standard Industrial Classification No. 0851 applies and the applicable size standard for this procurement is \$2,000,000.00.



SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BID

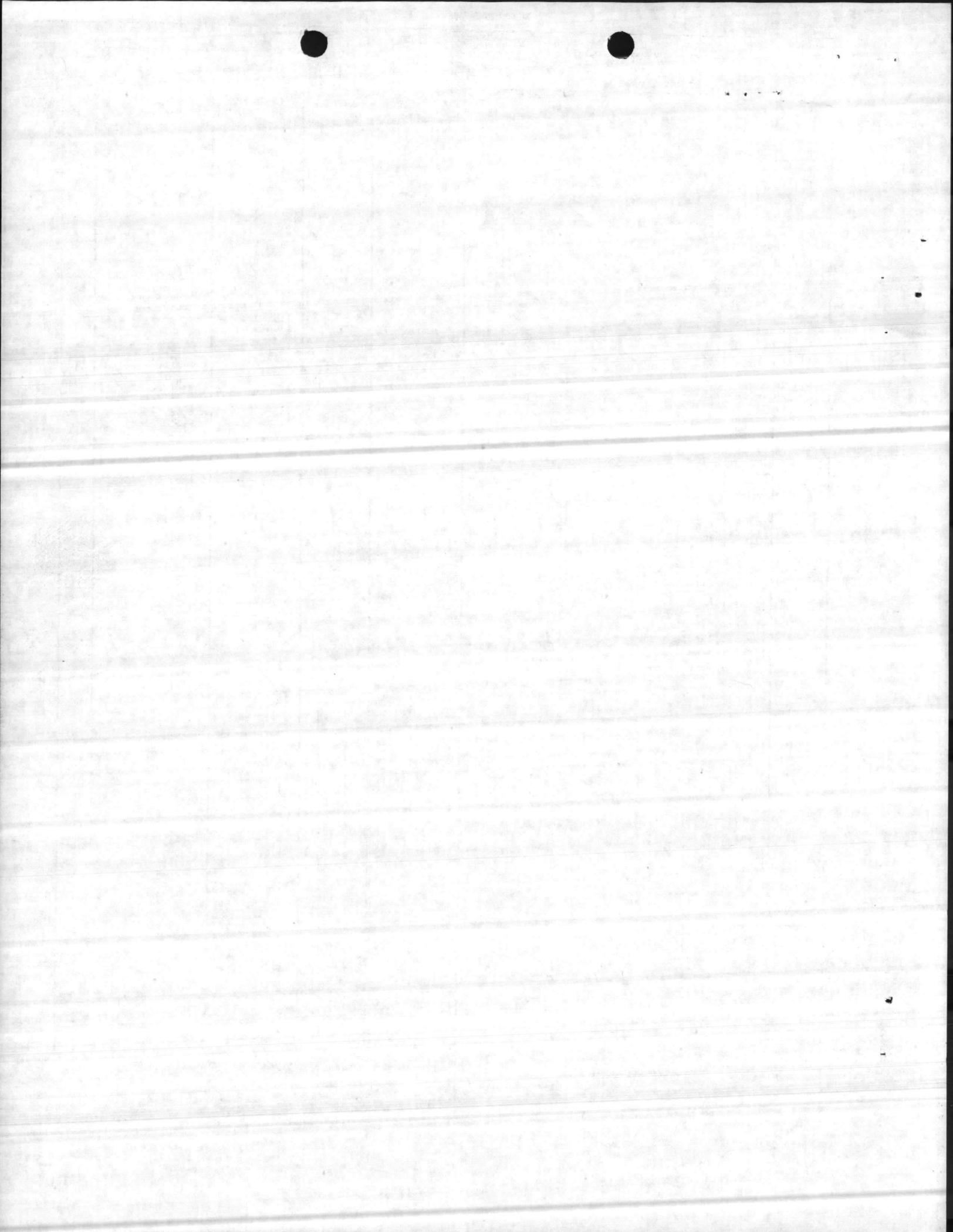
IFB NUMBER 62470-86-B-5543 PAGE 4 of 4

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
1.	Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:						
	Pine Sawtimber	5	MBF	\$ 120 ⁰⁰	\$ 600	00	
	Pine Pulpwood	10	CDS	9 ⁰⁰	90	00	
	Hardwood Pulpwood	1	CD	3 ⁰⁰	3	00	
	GRAND TOTAL				\$ 693	00	
	Award, if made, will be made to the highest conforming bidder on Item 1.						

BID NO.—TO BE FILLED IN BY SALES OFFICE

NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)

SQUIRES Timber Co.



SALE OF GOVERNMENT PROPERTY

GENERAL SALE TERMS AND CONDITIONS

INVITATION FOR BIDS NO.

PAGE

1. INSPECTION.

The Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation.

2. CONDITION AND LOCATION OF PROPERTY.

Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is." The description of the property is based on the best information available to the sales office. However, unless otherwise specifically provided in the Invitation, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose and except as provided in Conditions No. 12 and 14 or other special conditions of the Invitation, no request for adjustment in price or for rescission of the sale will be considered. *This is not a sale by sample.*

3. CONSIDERATION OF BIDS.

(a) Unless otherwise provided in the Invitation, telegraphic or telephonic bids will not be considered.

(b) The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (60 calendar days if no period be specified by the Government or by the Bidder, but not less than 10 calendar days in any case) and that during such period his bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, including bids under which a Bidder could take unfair advantage of the Government or other Bidders, to waive any technical defects in bids, and unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless otherwise provided in the Invitation, bids may be submitted on any or all items. However, unless the Invitation otherwise provides, 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.

4. FORMS OF BID DEPOSITS AND PAYMENTS.

Unless otherwise provided in the Invitation, bid deposits (when required by the Invitation) and payments shall be in U.S. currency or any form of credit instrument other than promissory note, made payable on demand in U.S. currency. *Provided*, That uncertified personal or business checks must be first party instruments: *Provided further*, That if in connection with any prior sale, the Bidder or Purchaser tendered an uncertified personal or business check which was not paid by the drawee for any reason and the Bidder, Purchaser, and the Drawer of the check were so notified in writing by the selling agency, uncertified personal or business checks will not be an acceptable form of bid deposit or payment. Bids submitted after the effective date specified in the written notification referred to which are not accompanied by the proper bid deposit (other than an uncertified personal or business check) will be summarily rejected.

5. 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.

(a) In the event the Bidder inserts a total price on the item but fails 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.

(b) When bids are solicited on a "lot" basis, Bidders should submit a single total price in the Total Price Bid column of the bid sheet. Bidders should not make any entry in the Unit Price Bid column. In the event a Bidder submits a total bid price and also a unit bid price which are not identical, the unit bid price will not be considered.

6. PAYMENT.

The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price, after applying the total bid deposit, if any, must be made within the time specified in the Invitation and prior to delivery of any

of the property. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, where the total sum becoming due to the Government from the Purchaser on a contract awarded to him under the Invitation is less than the total amount deposited with his bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be promptly refunded to the Bidder. No refund or demands will be made for any amount less than one dollar (\$1).

7. TITLE

Unless sold here effected. equipme agency, for each

DELETE CLAUSE 7. SEE CLAUSE 26 OF SUPPLEMENT TO SF 114C

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8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

(a) Unless otherwise provided in the Invitation, the Purchaser shall be entitled to obtain the property upon full payment therefor with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the Invitation, and unless otherwise provided in the Invitation, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement on the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the Invitation, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.

(b) Where it is provided in the Invitation that the Government will not load or that the Purchaser will load, the Purchaser will make all arrangements and perform all work necessary to effect removal of the property. The Purchaser shall remove the property at his expense within the period of time allowed in the Invitation. If the Contracting Officer determines that the failure to remove the property within the period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reasonable extension of time for removal shall be allowed. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the Contracting Officer pursuant to this clause, the Government, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during the removal operations by the Purchaser or his authorized representative.

(c) Items purchased under the Invitation will be released only to the Purchaser or his authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property at the property location before any delivery or release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

(d) Segregation, culling or selection of property for the purpose of effecting partial or increment removals will not be permitted except as specifically authorized and prescribed by the Government.

9. DEFAULT.

If, after the award, the Purchaser breaches the contract by failure to make payment within the time allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 8, then the Government may send the Purchaser

(TERMS AND CONDITIONS COMPLETELY REVISED)

a 15-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 the Contracting Officer may allow), the Purchaser shall lose all right, title and interest which he might otherwise have acquired in and to such 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 period(s) of time, the Government at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 20% of the purchase price of the item(s) as to which the default has occurred, or (b) \$25, or the purchase price of such item(s) if the purchase price is less than \$25: *Provided*, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in "b" above is applicable, shall be determined by the total purchase price reflected in the award documents: *Provided further*, That the maximum sum which may be recovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the formula amount. When the Government exercises this election, it shall specifically apprise the Purchaser, either in its 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. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

10. SETOFF OF REFUNDS.

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him to satisfy, in whole or in part, any debts arising out of prior transactions with the selling agency.

11. INTEREST.

Notwithstanding any other provision of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the Government under this contract shall bear interest at the rate of six percent per annum from the date of first written demand until paid. Irrespective of the amount of the indebtedness, a minimum interest charge of five dollars (\$5) shall be due the Government on any amount exceeding \$100 not paid within 30 calendar days from the date of first written demand. Interest on debts of \$100 or less will not be collected if such debts are liquidated without resort to litigation.

12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Except for term contracts, when property is sold by a unit other than "weight", the Government reserves the right to vary the quantity tendered or delivered to the Purchaser by 10%; when the property is sold by "weight", the Government reserves the right to vary the weight tendered or delivered to the Purchaser by 25%. The purchase price will be adjusted upwards or downwards in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the Invitation, no adjustment for such variation will be made where property is sold on a "price for the lot" basis.

13. WEIGHING, SWITCHING, AND SPOTTING.

Where weighing is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all expenses of weighing the property (unless Government scales are available on the premises). All switching and spotting charges shall be paid by the Purchaser unless such services are performed with Government-owned or Government-operated locomotives on Government property. When removal is by truck, weighing shall be under the supervision of the Government and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes.

14. RISK OF LOSS.

Unless otherwise provided in the Invitation, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted

by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. With respect to losses only, in the event the property is offered for sale by the "lot", no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

15. LIMITATION ON GOVERNMENT'S LIABILITY.

Except for reasonable packing, loading, and transportation costs, when a return of property at Government cost is authorized, the measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

16. ORAL STATEMENTS AND MODIFICATIONS.

Any oral statement or representation by any representative of the Government, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser.

17. COVENANT AGAINST CONTINGENT FEES.

Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul this contract without liability or, at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth.

18. OFFICIALS NOT TO BENEFIT.

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

19. DISPUTES.

(a) Except as otherwise provided in the Invitation, 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 his decision to writing and shall furnish a copy thereof to the Purchaser. The Contracting Officer shall be final and his decision shall be binding on the Purchaser from the date of his decision. The Contracting Officer shall be authorized to the extent necessary to carry out his duties and to have jurisdiction to hear and determine any appeal or other proceeding under this clause, and to offer the Purchaser an opportunity to be heard and to support 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.

(b) This "Disputes" condition does not preclude consideration of law questions in connection with decisions provided for in (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on the question of law.

20. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

(a) By submission of this bid or proposal, the Bidder or Offeror certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, that in connection with this sale: (1) the prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the Bidder or Offeror and will not knowingly be disclosed by the Bidder or Offeror prior to opening, in the case of a bid, or prior to award, in

DELETE CLAUSE 19. SEE
CLAUSE 36 OF SUPPLEMENT
TO SF 114C

the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and (3) no attempt has been made or will be made by the Bidder or Offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

(b) Each person signing this bid or proposal certifies that: (1) he is the person in the Bidder's or Offeror's organization responsible within that organization for the decision as to the prices being bid or offered therein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3), above; or (2) (i) he is not the person in the Bidder's or Offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3), above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3), above.

(c) This certification is not applicable to a foreign Bidder or Offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid or proposal will not be considered for award where (a) (1), (a) (3), or (b), above, has been deleted or modified. Where (a) (2), above, has been deleted or modified, the bid or proposal will not be considered for award unless the Bidder or Offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the selling agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

21. ASSIGNMENTS OF CONTRACTS.

Any contract awarded under the Invitation is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such contract.

22. CLAIMS LIABILITY.

The Bidder or Purchaser agrees to save the Government harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property of and injuries to or the death of any and all persons whatsoever, in any manner caused or contributed to by the Bidder or Purchaser, its agents, servants or employees, while in, upon or about the sale or the property site on which the property sold or offered for sale is located, or while going to or departing from such areas; and to save the Government harmless from and on account of damages of any kind which the Government may suffer as the result of the acts of the Bidder or Purchaser, its agents, servants, or employees while in or about the said sites.

23. WITHDRAWAL OF PROPERTY AFTER AWARD.

The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement

for the property developed or exists prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

24. ELIGIBILITY OF BIDDERS.

The Bidder warrants that he is not: (a) under 18 years of age; (b) an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), above. For breach of this warranty, the Government shall have the right to annul this contract without liability.

25. DEFINITIONS.

As used herein, the following terms shall have the meaning set forth below:

(a) "Secretary" means the Secretary, Deputy Secretary, Under Secretary, or any Assistant Secretary of the executive agency, and the head, deputy or any assistant head of the Federal agency; and the term "his duly authorized representative" means any person(s) or board (other than the Contracting Officer) authorized to act for the Secretary.

(b) "Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of the representative's authority.

(c) Small Business. A small business concern for the purpose of the sale of Government-owned property, other than timber, is a concern, including its affiliates, which is primarily owned and operated, is not dominant in its field of activity, and can further qualify under the following criteria:

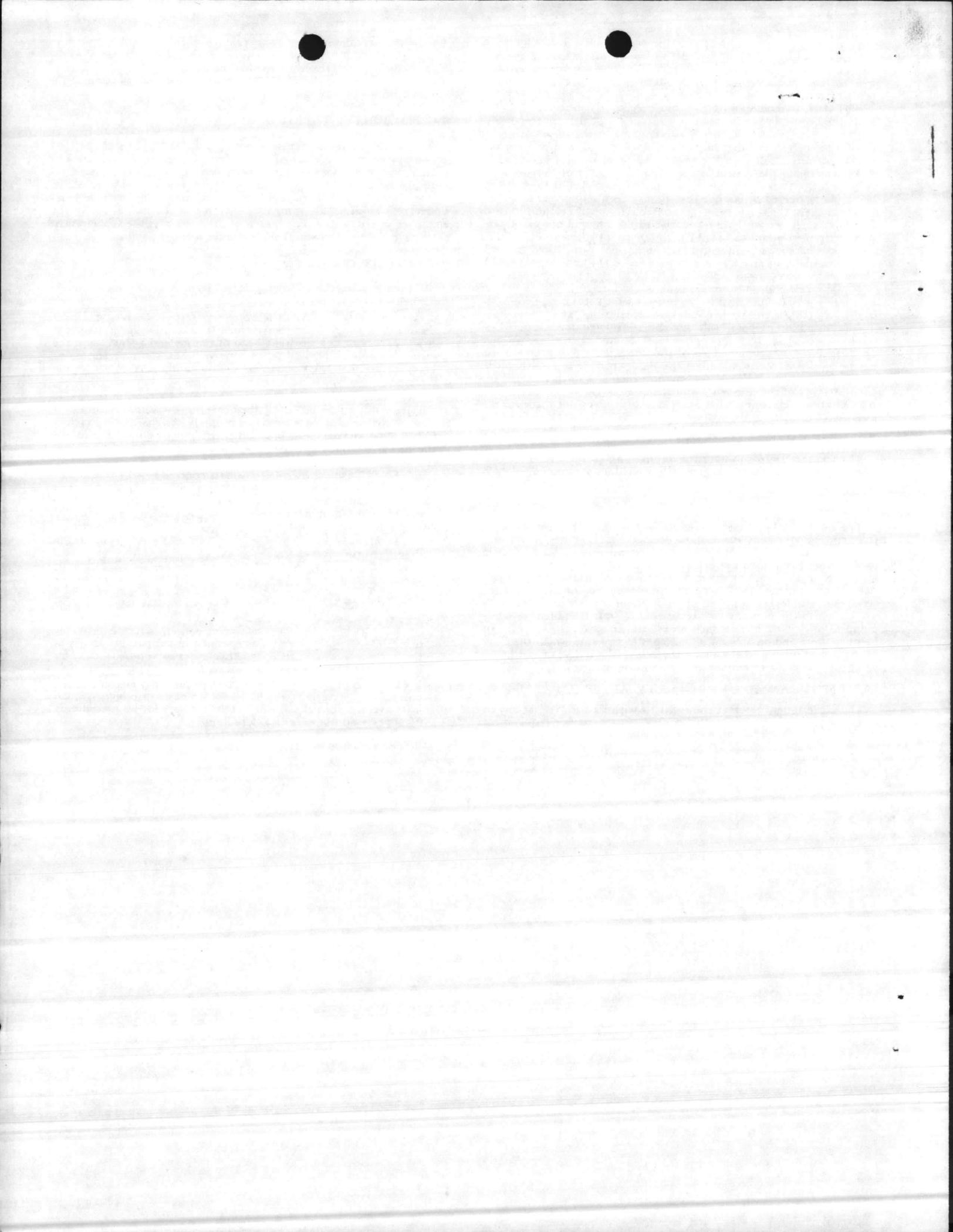
(1) *Manufacturing* - manufacturing concern whose average annual receipts do not exceed \$500,000.

(2) *Wholesale-retail* - primarily engaged in the sale of goods to the general public, and its average annual receipts do not exceed \$1 million.

(3) *Service* - primarily engaged in the sale of services, and its average annual receipts do not exceed \$1 million.

(4) *Wholesale-retail* - primarily engaged in the purchase of materials which are not domestic products is small if its average annual sales or annual receipts for its preceding 3 fiscal years do not exceed \$25 million.

DELETE PARA (c) OF CLAUSE 25. SEE CLAUSE 35 OF SUPPLEMENT TO 114C



SUPPLEMENT TO SF 114C
ADDITIONAL PROVISIONS (TIMBER SALES)
SALE OF GOVERNMENT PROPERTY
GENERAL SALE TERMS AND CONDITIONS

26. DELIVERY AND REMOVAL OF PROPERTY. Clause 7, Title, is hereby modified as follows: Title to the timber in each payment unit area as defined in the specification shall vest in the Purchaser as and when full and final payment for the timber in each payment unit area is made and severance from the soil of such timber is accomplished. Delivery shall be at the designated location, and the Purchaser shall remove the property at his expense. The Purchaser shall reimburse the Government for any damage to Government property caused by the removal operations of the Purchaser. If the Purchaser fails to remove the property as and when instructed, the Government shall have the right to charge the Purchaser and collect upon demand a reasonable storage charge if the property is stored on premises owned or controlled by the Government, or store the property elsewhere for the Purchaser's account, and all costs incident to such storing, including but not limited to handling and moving charges, shall be borne and paid by the Purchaser.

27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

c. Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable

on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

d. Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

e. Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 515 2(a). Such records shall be preserved for three years from the completion of the contract.

28. EQUAL OPPORTUNITY (1978 SEP). If, during any twelve (12) month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded Federal contracts and/or subcontracts which have an aggregate value in excess of \$10,000, the Contractor shall comply with (1) through (7) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause. 7

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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; and selection for training, including apprenticeship. The Contractor 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 the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor 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 of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) 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 by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

29. CONVICT LABOR (1975 OCT). In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 408(c) (2)) and Executive Order 11755, December 29, 1973. (ASPR 7-104.17)

30. WORK OUTSIDE OF REGULAR HOURS. If the Purchaser desires to carry on his work outside of regular hours or on Sundays or holidays, he may submit application to the Officer in Charge, but shall allow ample time to enable satisfactory arrangement to be made by the Government for inspection and for providing necessary Gate Service.

31. SECURITY REQUIREMENTS. No employee or representative of the Purchaser will be admitted to the site of the work unless he furnishes satisfactory proof that he is a citizen of the United States or if an alien, his residence within the United States is legal. All employee or representatives of the Purchaser shall wear identification badges in accordance with station requirements. The Purchaser shall provide each of his employees or representatives with a badge suitable to the Officer in Charge. This badge shall be substantially constructed and shall show the name of the Purchaser and a serial number. The Purchaser shall provide, in writing, and without cost to the Government, all information concerning identification and citizenship of the employees as required by the Officer in Charge.

32. FIRE PREVENTION AND PROTECTION. The Purchaser shall take all necessary precautions for the prevention of forest fires and shall take immediate steps to suppress all fires resulting from his operations. The Purchaser shall maintain at the site of the work, in suitable tool boxes, a sufficient number of hand fire tools so that each employee can be supplied with an axe and a shovel in case of fire. Smoking will be restricted to areas to be indicated by the Officer in Charge. No smoking will be permitted in restricted areas. Flame permits shall be obtained from the Officer in Charge prior to performing any burning operations. All fires, whether accidental or not, shall be reported immediately to the Officer in Charge. Any and all expense incurred by the Government in the process of extinguishing fires resulting from the negligence or fault of the Purchaser shall be reimbursed in full to the Government by the Purchaser.

33. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (1976 MAY).

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, and orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance. (ASPR 7-103.28)

34. CONTRACTOR'S RELEASE & LABOR STANDARDS AFFIDAVIT. Upon completion of all contract requirements by the contractor and the Government's acceptance thereof, the contractor shall execute a "Contractor's Release", 5ndLANTDIV 4-4330/84(11-74), (sample form attached) and deliver to the Contracting Officer an original and three signed copies of said "Contractor's Release". Accompanying said "Release", the contractor shall execute and submit to the Contracting Officer an original "Affidavit" (sample attached) certifying that the contractor and his subcontractors have complied with all Labor Standards Provisions of the contract.

35. The definition of Small Business under Clause 25 is hereby deleted, and the following definition is hereby substituted therefor:

SMALL BUSINESS CONCERN. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

36. ALTERATIONS (3-79). DELETE CLAUSE 19, GENERAL SALE TERMS AND CONDITIONS, STANDARD FORM 114C, MARCH 1974 EDITION AND SUBSTITUTE THE FOLLOWING.

DISPUTES (1979 MAR):

A. This contract is subject to the Contract Disputes Act of 1978 (41 USC 601, Et. Seq.). If a dispute arises relating to the contract, the Contractor may submit a claim to the Contracting Officer who shall issue a written decision on the dispute in the manner specified in DAR 1-314 (FPR 1-1.318).

B. "Claim" means

1. A written request submitted to the Contracting Officer;
2. For payment of money, adjustment of contract terms, or other relief;
3. Which is in dispute or remains unresolved after a reasonable time for its review and disposition by the Government; and
4. For which a Contracting Officer's decision is demanded.

C. In the case of disputed requests or amendments to such requests for payment exceeding \$50,000, or with any amendment causing the total request in dispute to exceed \$50,000, the Contractor shall certify, at the time of

submission, as follows:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, and that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(Contractor's Name)
(Title)

D. The Government shall pay the Contractor interest

1. On the amount found due on claims submitted under this clause;
2. At the rates fixed by the Secretary of the Treasury, under the Renegotiation Act, Public Law 92-41;
3. From the date the Contracting Officer receives the claim, until the Government makes payment.

E. The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless an appeal or action is timely commenced within the times specified by the Contract Disputes Act of 1978.

F. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal or action related to the contract, and comply with any decision of the Contracting Officer."

NOTICE:

Bids to be opened at 2:00 P.M.

JUL 8 1986 at the
office of

Officer in Charge Of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

CONTRACT N62470-86-B-5543

NAVFAC SPECIFICATION
NO. 05-86-5543

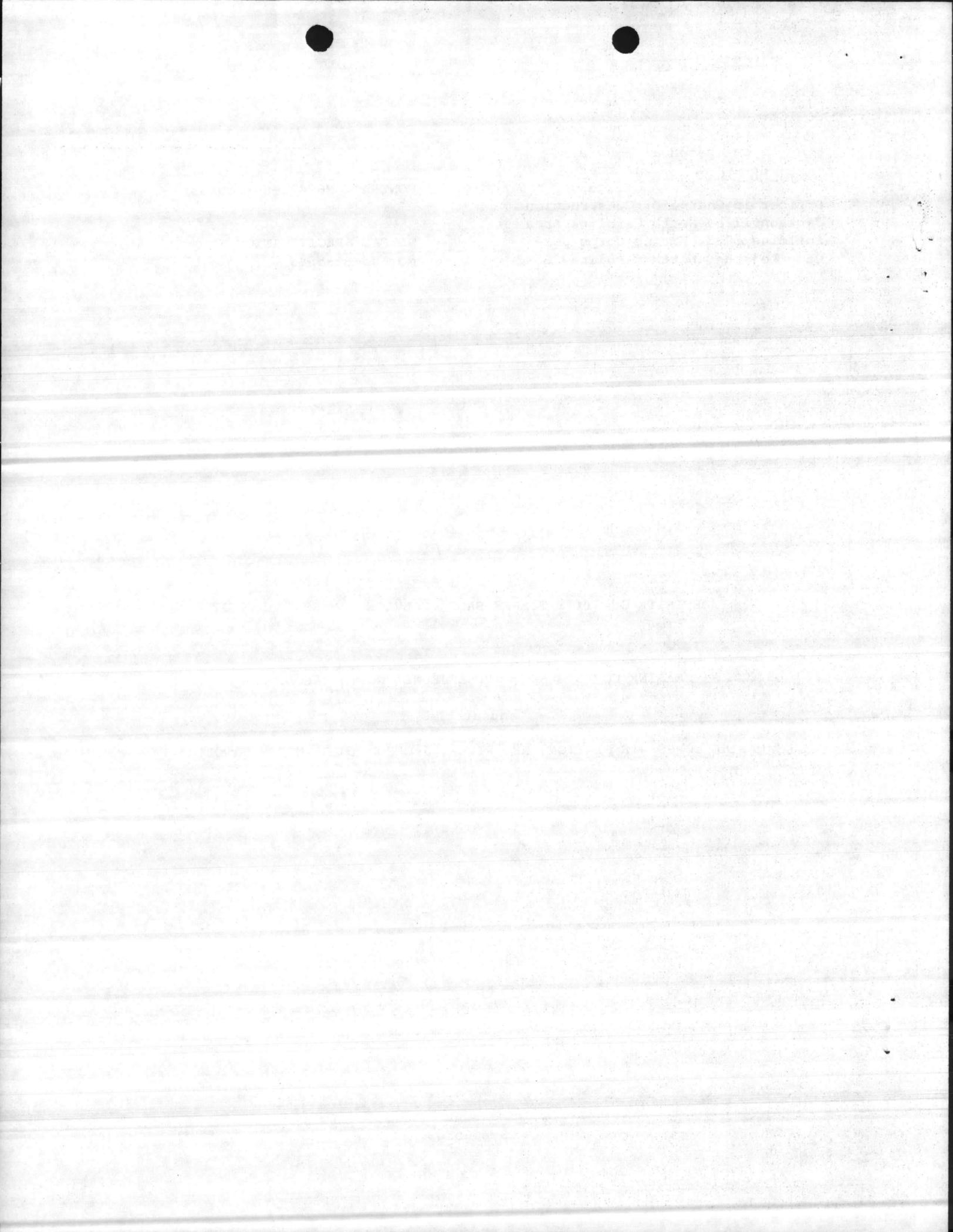
INDEFINITE QUANTITY TIMBER SALE, SALVAGE TIMBER, BASEWIDE

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

and at the

MARINE CORPS AIR STATION, NEW RIVER, JACKSONVILLE, NORTH CAROLINA



CONTENTS

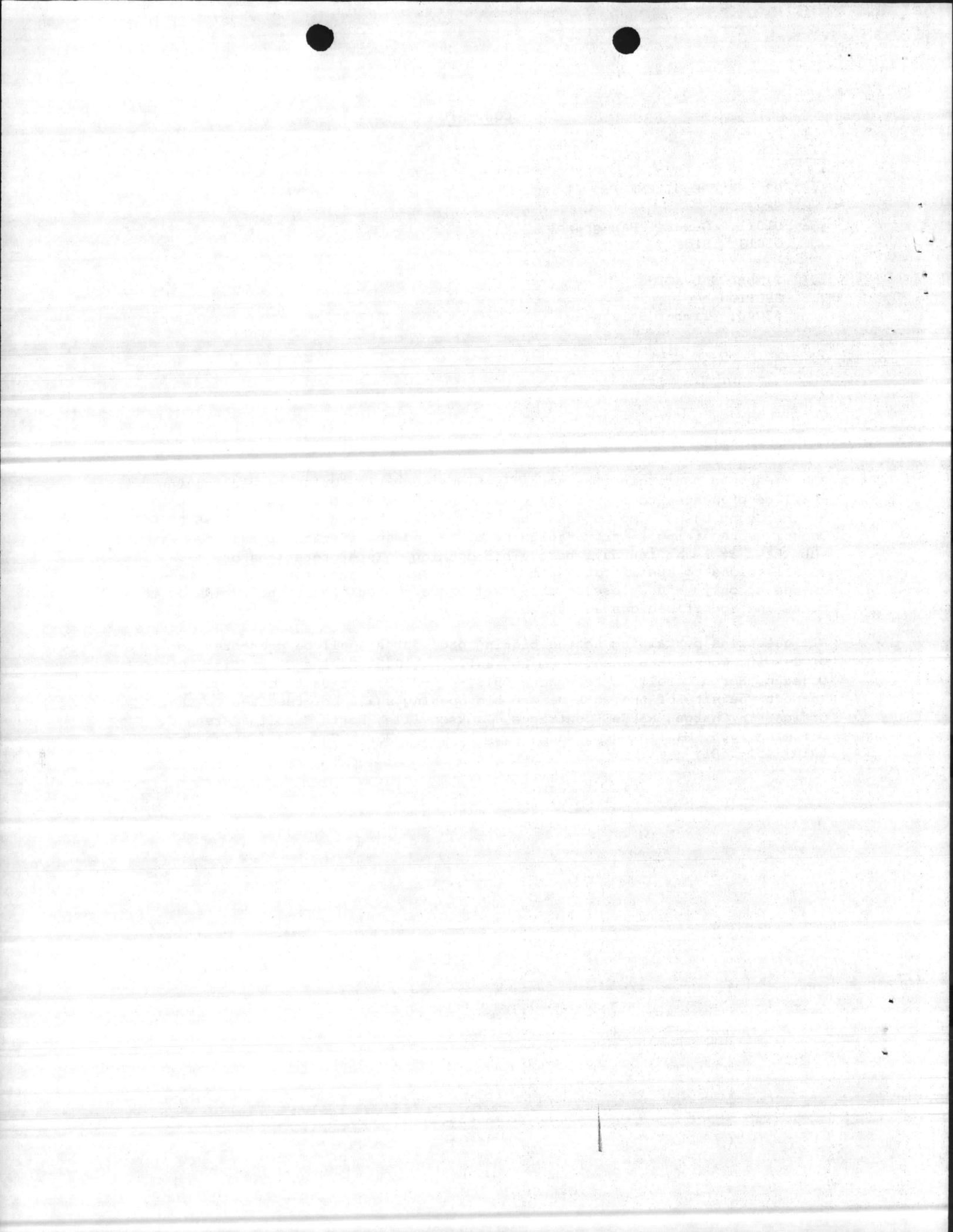
DIVISION

1. GENERAL REQUIREMENTS
SECTION
01011. General Paragraphs
01013. Bids

2. TIMBER SALVAGING
SECTION
02000. Timber Salvaging

All questions concerning the specifications occurring prior to bid opening shall be presented to the Design Branch, Public Works Division, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone (919) 451-5507. Questions requiring interpretation of plate and specifications must be submitted at least ten days before bid opening. Interpretations or modifications to specifications made as a result of questions will be made by amendment only, and unless so done, all bidders should base their bids on the plate and specifications as issued.

All questions pertaining to the bidding procedures shall be presented to OICC-ROICC Contract Branch, Room 26, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone (919) 451-2582. Request for appointment to inspect the site of the work before bid opening shall be presented to the Officer in Charge, NAVFAC Contracts, Jacksonville, North Carolina Area, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone (919) 451-2581.



SALVAGE SALE OF STANDING AND DOWNED TIMBER

SECTION 01011
GENERAL PARAGRAPHS

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning of this contract to remove salvageable trees damaged or requiring rapid removal to eliminate waste and expedite base mission at Marine Corps Base, Camp Lejeune, North Carolina.

2. GENERAL DESCRIPTION: Locations of known salvageable timber are marked on the accompanying plate. Additional locations of salvageable standing or downed timber are likely during the duration of the contract. The government will add additional quantities, within the scope of the contract as necessary. There will be at least 10 merchantable trees marked for removal at each location. Purchaser shall remove from the base all marked merchantable timber at each site, and lop unmerchantable tops in accordance with Section 02000, paragraph 6, of this Specification.

3. LOCATION: The work shall be located on Camp Lejeune property, shown on the accompanying plate. The timber to be salvaged or harvested is marked with paint at various locations within the base boundaries.

4. FORM OF CONTRACT: The contract will be executed on Standard Form 114, Sale of Government Property Bid and Award, and will include Standard Form 114B, Item Bid Page, Standard Form 114C, General Sale Terms and Conditions, and Supplement to Standard Form 114-C, Additional provisions (Timber Sales) dated March 1979.

5. TIME OF COMPLETION: The entire work shall be completed prior to 30 September 1986.

6. PLATE ACCOMPANYING SPECIFICATION: The following plate accompanies this specification and is a part thereof. The plate is the property of the Government and shall not be used for any purpose other than that contemplated by the Specification.

<u>PLATE NUMBER</u>	<u>TITLE</u>
I	Camp Lejeune

7. SAFETY PROGRAM: The Purchaser shall implement a safety program conforming to the requirements of Federal, State, and Local laws, rules and regulations. The program shall include, but is not limited to, "Occupational Safety and Health Standards", which can be ordered from the Superintendent of Documents, U. S. Government Printing Office, Washington, DC 20402, or be examined at the office where bids are being received.

8. METHODS AND SCHEDULES OF PROCEDURES: The Purchaser will be required to begin on-site salvage operations within seven days of notice of award, and will begin subsequent salvage or harvest within 10 calendar days after notice of additional sites. Purchaser shall obtain sufficient personnel and

equipment to satisfy the aforementioned start up requirement and continue salvage or harvest operations to comply with the following deadlines. Completion schedules of harvesting or salvage operations at designated sites will depend on quantities to be removed as follows:

Quantity of Merchantable Timber marked at site *See note	Number of days to complete work at site
1-10 cords	14 days
11-20 cords	21 days
21-50 cords	30 days
50+ cords	60 days

* for timetable schedule purposes only; one MBF is equivalent to two cords.

9. PROTECTION AND REPAIRS: The Purchaser shall comply with the fire prevention requirements which can be found in Base Order 11320.1, CH-1, Security Rules and Regulations of the Base, and shall provide approved means necessary for the protection of all Government and private property, including contents of buildings affected directly or indirectly by his operations. All damage to Government or private property resulting directly or indirectly from the Purchaser's actions shall be repaired or replaced as soon as practicable without cost to the Government.

10. ACCIDENT REPORTS: The Purchaser and his subcontractors shall maintain an accurate record of, and shall report to the Contracting Officer, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, and equipment incidental to work performed under the contract. The report shall be submitted on Standard Form 92 and shall be in accordance with "Instructions to Contractor for Preparation of Supervisor's Report of Accident". The "Instructions" and the required forms will be furnished by the Contracting Officer.

11. EMERGENCY MEDICAL CARE: Only emergency care is available at the Government facilities at Marine Corps Base, Camp Lejeune, to Purchaser and employees who suffer on-the-job injury or disease. Emergency care will be rendered at the prevailing rates established in BUMEDINST 6320.4 series. Reimbursement shall be made by the Purchaser to the Naval Hospital Collection Agent upon receipt of a monthly statement. A map showing locations of emergency medical care facilities will be provided.

12. ENDANGERED SPECIES:

12.1 Off Limits Area: The purchaser/logger and Contracting Officer representative will post "OFF LIMITS" buffer zone/colony site(s) prior to logging operations. These areas are designated on the sale area map.

12.2 Violation of "OFF LIMITS" area(s) may result in termination of the contract and bar the purchaser/logger from operating on Base in the future and/or be subject to prosecution under Section 9, Public Law 93205, the Endangered Species Act of 1973.

13. ENVIRONMENTAL LITIGATION:

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, and such order is based solely on acts or omissions of the U. S. Government, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of Standard Form 114C, Clause 8, of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation" as used herein means a lawsuit alleging that the U. S. Government has not duly considered either substantively or procedurally, the effect of the work on the environment.

14. REQUIRED INSURANCE (1977 JAN):

(a) The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage.

<u>Type of Insurance</u>	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability		\$500,000	
2. Automobile Liability	\$200,000	\$500,000	\$ 20,000

3. Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.

4. Employer's liability coverage: \$100,000, except in states where workers' compensation may not be written by private carriers.

5. Other as required by state law.

(b) Prior to commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interest of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

15. QUARANTINE FOR IMPORTED FIRE ANT (CLNC 2/82); All of Onslow, Jones and Carteret Counties and portions of Duplin and Craven Counties have been declared a generally infested area by the United States Department of Agriculture for the imported fire ant. Compliance with the quarantine regulations established by this authority as set forth in USDA Quarantine No. 81 dated 9 October 1970, and USDA Publication 301.81-2A of 23 July 1976, is required for operations hereunder.

15.1 The quarantine applies to materials originating from Camp Lejeune and the Marine Corps Air Station, New River, which are to be transported outside the Onslow County or adjacent suppression areas.

15.2 Certification is required for the following articles, and they shall not be moved from the reservation to any point outside the Onslow County and adjacent designated areas unless accompanied by a valid inspection certificate issued by an officer of the Plant Protection and Quarantine Program, USDA:

- (1) Bulk soil
- (2) Used mechanized soil-moving equipment
- (3) Any other products, articles, or means of conveyance if it is determined by an inspector that they present a hazard of spread of the imported fire ant and the person in possession thereof has been so notified.

15.3 Authorization for movement of equipment outside the imported fire ant regulated area shall be obtained from USDA, APHIS, PPQ, Box 83, Goldsboro, North Carolina 27530, Attn: Mr. Haywood Cox; telephone 919-735-1941. Requests for inspection shall be made at least two days in advance of the date of movement to permit arrangements for the services of authorized inspectors. The equipment shall be prepared and assembled so that it may be readily inspected. All soil on or attached to equipment, supplies and materials shall be removed by washing with water and/or such other means as necessary to accomplish complete removal. Resulting spoil shall be wasted as directed.

16. CHANGES TO STANDARD FORM 114-C:

Clause 6. Add the following: PAYMENT: "Initially, MBF pine, cords pine and cords hardwood are marked for removal. Payment must be received for these quantities at the bid rate prior to onset of harvest operations. As additional trees are marked and added to the contract, the purchaser shall make payment for additional increments of pine or hardwood products as required. Additional products will be added in increments of 50 MBF or 50 cords at the appropriate bid rate with pro rata refund made for calculated shortfall in the final unharvested increments."

Clause 12. Delete this clause in its entirety. (Modified quantities specified shall govern).

Clause 25. Add the following: DEFINITIONS:

"(d) 'Purchaser' or 'Contractor' means the party signing the contract for purchase of the Government-owned timber."

"(e) 'Officer in Charge' is used interchangeably with 'Contracting Officer' and has the same meaning."

Clause 36. ALTERATIONS: After "DISPUTES" change "(1979 MAR)" to read "(1980 JUNE)".

END OF SECTION

SECTION 01013
BIDS

1. INSTRUCTIONS TO BIDDERS: Standard Form 114, January 1970 Edition, Bid and Award, shall be observed in the preparation of bids. Bidders shall affix their name and return address in the upper left corner of bid envelope. Envelope containing bids must be sealed.

2. BID GUARANTY will be required in the amount of 20 percent of the total amount of the bid. A bid bond on Standard Form 24 or a certified or cashier's check may be furnished in lieu of bid deposit.

3. ITEM OF BIDS: Bids shall be submitted, in triplicate, on Standard Form 114-B, upon the following item:

Item 1: Price for the entire work, complete in accordance with the Specification, based on the following estimated quantities of work:

<u>Classification of Work</u>	<u>Estimated Quantities</u>	<u>Unit Price</u>	<u>Total Price</u>
Pine Sawtimber	5 MBF	\$ _____	\$ _____
Pine Pulpwood	10 Cords	\$ _____	\$ _____
Hardwood Pulpwood	1 Cord	\$ _____	\$ _____
GRAND TOTAL \$ _____			

The volume of pine sawtimber is based on Scribner Log Rule, Form Class 78. Pulpwood is calculated in cords (being 85 cubic feet X/cd pine and 90 cubic feet X/cd hardwood) of roundwood only.

4. THE UNIT AND TOTAL PRICES for various items in the schedule above shall be deemed to include all costs required for the entire work, complete in accordance with the specification, including all materials, labor, equipment, tools, supervision and related items.

5. AWARD, if made, will be made to the highest conforming bidder on Item 1.

6. TELEGRAPHIC MODIFICATION OF BIDS may be made. Two signed copies of the telegram in a sealed envelope marked "Copies of telegraphic modification of bid for salvage sale of standing and downed timber, Specification No. 05-86-5543" should be forwarded immediately to the office to which bids were submitted.

7. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS:

a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and either:

(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed on the 15th, or earlier); or

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

b. Any modification or withdrawal of bid is subject to the same conditions as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c. The only acceptable evidence to establish:

(1) The date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U. S. Postal Service postmark on the wrapper or on the original receipt from the U. S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service.)

(2) The time of receipt at the Government installation is the time/date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

d. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

8. REFERENCE TO AMENDMENTS: Each bidder shall refer in his bid to all amendments to this specification. Failure to do so may constitute an informality in the bid.

END OF SECTION

SECTION 02000
TIMBER SALVAGING

1. GENERAL REQUIREMENTS: Purchaser shall remove all designated merchantable trees identified by the Officer in Charge of Construction (OICC) and to which, in the OICC's judgment, reasonable access can be made.

2. TREE MARKINGS: Trees to be removed will be marked with red, orange or yellow paint. All trees cut which bear no ~~read~~^{red}, orange or yellow markings will be paid for as specified under Section 02000, Paragraph 7.

3. QUANTITY: The initial quantity of timber to be harvested or salvaged under this contract is shown in Section 01013, Paragraph 3. Additional locations for harvest or salvage will be designated as the need arises.

3.1 Each additional location will contain at least 10 merchantable trees to be salvaged or harvested.

3.2 The contract quantity will be adjusted as prepaid increments are completed.

3.3 Total contract quantity will not exceed 500 MBF pine, 500 cords pine or 500 cords hardwood pulp.

4. CUTTING: All designated trees will be cut and felled so that their tops will fall inside the marked area. Any top which falls outside the marked area must be pulled into the area immediately after felling. The stump height of all trees to be harvested shall not extend more than six inches above ground at any point. The OICC or his representative will determine the order in which harvest or salvage areas will be completed.

5. MERCHANTABILITY: Trees are classified as merchantable when they meet the following utilization standards:

PINE SAWTIMBER

Minimum Length Log - 8 feet after first 16-foot log
Minimum Diameter Breast Height - 10 inches D.O.B.
Minimum Diameter Small End - 7 inches D.I.B.

PINE PULPWOOD

Minimum Length to 4 inch D.I.B. top - 20 feet
Minimum Length Bolt - 5 feet
Minimum Diameter Breast Height - 6 inches D.O.B.
Minimum Diameter Small End - 4 inches D.I.B.

HARDWOOD PULP

Minimum Length to 4 inch D.I.B. top - 20 feet
Minimum Length Bolt - 5 feet
Minimum Diameter Breast Height - 6 inches D.O.B.
Minimum Diameter Small End - 4 inches D.I.B.

6. SLASH DISPOSAL: All slash shall be removed a distance of 25 feet from all roads, trails, fences, bridges, culverts, drainageways, and other structures, provided that it is not removed outside the limits of marked areas. All tops not salvaged shall be lopped so that no portion is more than three feet above the surface of the ground. Lopping will be done as the salvaging progresses. Roads, paths, logging trails and fire breaks shall be left clear and passable. No timber, brush or refuse shall be piled on the right-of-way of any communication line, power line, gas line, or any other utility right-of-way. Splinters of stumps shall be cut to conform to specifications.

7. UNAUTHORIZED REMOVAL OF, OR DAMAGE TO, STANDING TIMBER: Undesignated timber meeting utilization standards and unnecessarily damaged or negligently or willfully cut by Purchaser shall be paid for at Bid Prices and required deposits which are in addition to liquidated damages. If such timber is of a species or quality different from designated timber, the rates will be considered to be the current average monthly price quoted by 'TIMBER MART SOUTH, a monthly publication which gives the average stumpage price for the Coastal Plain of North Carolina.

7.1 LIQUIDATED DAMAGES: Unnecessary damage to or negligent or willful cutting of undesignated timber on portions of sale area cut over under this contract is likely to cause substantial silvicultural or other damage to the forest resource. It will be difficult, if not impossible, to determine the amount of such damage, therefore, Purchaser shall pay as fixed, agreed and liquidated damages an amount equivalent to, and in addition to, the amount payable at Bid Prices for such timber. If designated, Purchaser shall remove such damaged or cut timber.

7.2 PROTECTION OF UNDESIGNATED TIMBER: Undesignated timber, meeting utilization standards, shall be protected from damage or destruction in Purchaser's operations. In event undesignated trees are unnecessarily or negligently damaged or destroyed by Purchaser's operations, such damage will cause serious and substantial silvicultural or other damages; therefore, the Purchaser shall pay as fixed, agreed and liquidated damages:

\$35.00 for each pine sawtimber tree

\$15.00 for each pine small roundwood tree

\$100.00 for each red-cockaded woodpecker tree

These amounts shall be in addition to amounts payable under paragraphs 7 and 7.1, Section 02000.

Damage, as used herein, includes injury to the living crown, bole or roots of undesignated trees. If areas are marked on the ground around such trees, operation of heavy equipment or skidding of products within said area shall be considered to be damage to the trees. If designated, Purchaser shall remove such damaged or cut timber.

By agreement, and in accordance with the paragraph entitled "Designation Changes", individual trees designated for cutting in the vicinity of an undesignated tree(s) may be left standing if felling or skidding of such designated tree(s) would endanger the undesignated tree(s).

7.3 DESIGNATION CHANGES: Within sale area, minor adjustments may be made in boundaries of cutting units or in the timber individually marked for cutting when acceptable to the Purchaser and Contracting Officer.

7.4 UNDESIGNATED TIMBER DAMAGED WITHOUT NEGLIGENCE: Undesignated timber meeting utilization standards, damaged without negligence by Purchaser and designated by Contracting Officer, shall be cut, removed and paid for at current contract rates and required deposits.

8. ADDITIONAL TIMBER: The designation of additional trees may be made for access roads or trails to facilitate logging operations and logging decks. Merchantable trees which must be removed by the Government, but are not part of an existing contract, may be added to an existing contract if approved by the Purchaser and approved by the Contracting Officer. Payment for additional timber requiring removal will be made in accordance with Clause 16, Section 01011, Changes to Standard Form 114C. Stumpage damaged by fire caused by negligence or fault of the purchaser shall be cut. The Government will mark and tally stumpage and the purchaser shall remove it from the Base. Payment will occur prior to the harvest for such fire damaged products and shall be made by the purchaser at double the Bid Price. Work shall be conducted in a manner which minimizes the damage to residual timber, of all species, including natural regeneration.

9. TRACKED EQUIPMENT: The use of tracked equipment having a blade or frame wider than the width of the tracks is restricted to (1) the maintenance of established trails currently graded and maintained by the Base; (2) the construction and maintenance of necessary new haul roads as approved by the Contracting Officer; (3) the assistance of disabled vehicles; and (4) within the limits of designated areas to be cut only for felling trees, with no other use being permitted without prior approval.

10. TEMPORARY FACILITIES: The construction of roads, temporary structures, or other improvements for the logging of the timber, except for saw mills, will be permitted provided that the plans, locations and arrangements for removal of such facilities, if necessary, are approved in advance by the Contracting Officer. The Purchaser shall be required to leave and enter main roads at designated places in order to protect seeded road shoulders and to use secondary existing roads and turnoffs where available. Where such existing roads or turnoffs are not available, a temporary "bridge" of planks will be laid over the road shoulder so as to minimize damage from hauling. When no longer needed, such temporary "bridges" shall be removed by the purchaser without cost to the Government. Damage to road shoulders or other seeded areas shall be repaired by the purchaser so as to restore such areas to the condition which existed before use.

11. SANITATION AND CLEANUP: Adequate sanitation conveniences of an approved type, properly secluded from public observation, shall be constructed and maintained in an approved manner for use of persons employed by the Contractor. All temporary structures for sanitation purposes must be approved by the Contracting Officer in writing. The temporary structures and the sale area shall be maintained in a clean and sanitary condition at all times and rubbish, litter, or any type refuse except for logging slash shall be collected and removed from the Base, or disposed of at the Base Sanitary Landfill or other site approved by the Contracting Officer. After completion of the work and before movement to another location, the Contractor shall remove all temporary structures and dispose of all rubbish, litter and refuse in the manner previously described.

12. PROTECTION OF STREAMS AND STREAMSIDE AREAS: All operations directly or indirectly related to the harvesting of timber shall be conducted in a manner to prevent, insofar as possible, damage to stream courses, ditches or streamside zones. No logs shall be hauled, skidded or yarded in or across any stream course without prior approval of the Contracting Officer or his representative, and logging equipment shall not be permitted to cross or enter any stream course or streamside zone outside the logging area without prior approval. Stream courses and ditches shall be cleared of all logs, chunks, slash and debris resulting directly or indirectly from operations under this contract.

13. PREVENTION AND CONTROL OF SOIL EROSION AND SOIL DAMAGE: The Purchaser shall take all possible precautions to prevent or minimize soil erosion and/or damage to the soil, including but not limited to:

- a. Prevention of gullying of roads, skid trails and log landings
- b. Protection of cover, soil, and water conditions in natural or artificial openings
- c. Stop all logging when soil conditions are such that excessive damage could result to forest soil or forest access roads.

If the Purchaser does not suspend operations on his own, the Contracting Officer may suspend logging operations in whole or in part for such period(s) as necessary to prevent excessive damage. Damage attributed to the Purchaser operations under this contract which is determined by the Contracting Officer or his representative to be excessive shall be repaired by the Purchaser as soon as practicable. Corrective action shall be taken and completed in each payment unit, following logging, before moving to another payment unit, except for roads that will be used for logging the next unit.

14. SAFETY PROCEDURES INVOLVING OVERHEAD LINES: The Purchaser shall prevent trees and brush from touching overhead lines and shall inform his personnel of the hazards involved in cutting around overhead lines. If an overhead line is damaged in any way or a power outage results, the Purchaser shall immediately call the Contracting Officer and report time and location of trouble.

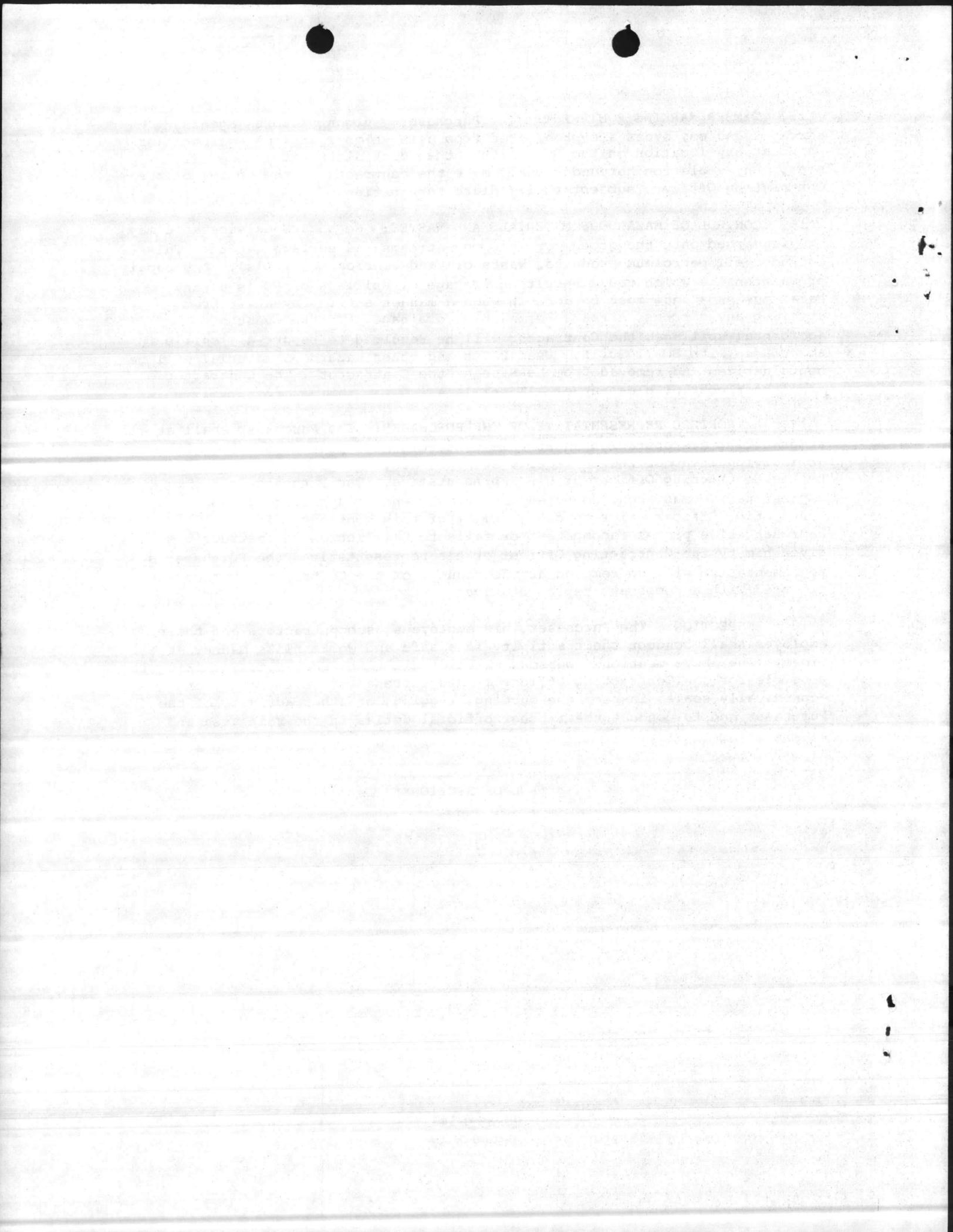
15. **TIMBER MARKING EQUIPMENT:** The Purchaser, subcontractors, agents, servants and employees are prohibited from using timber marking equipment or paint at any location on the Base, other than deck sites within the sale area. Any violation hereunder shall make the contract, at the option of the Contracting Officer, subject to immediate termination.

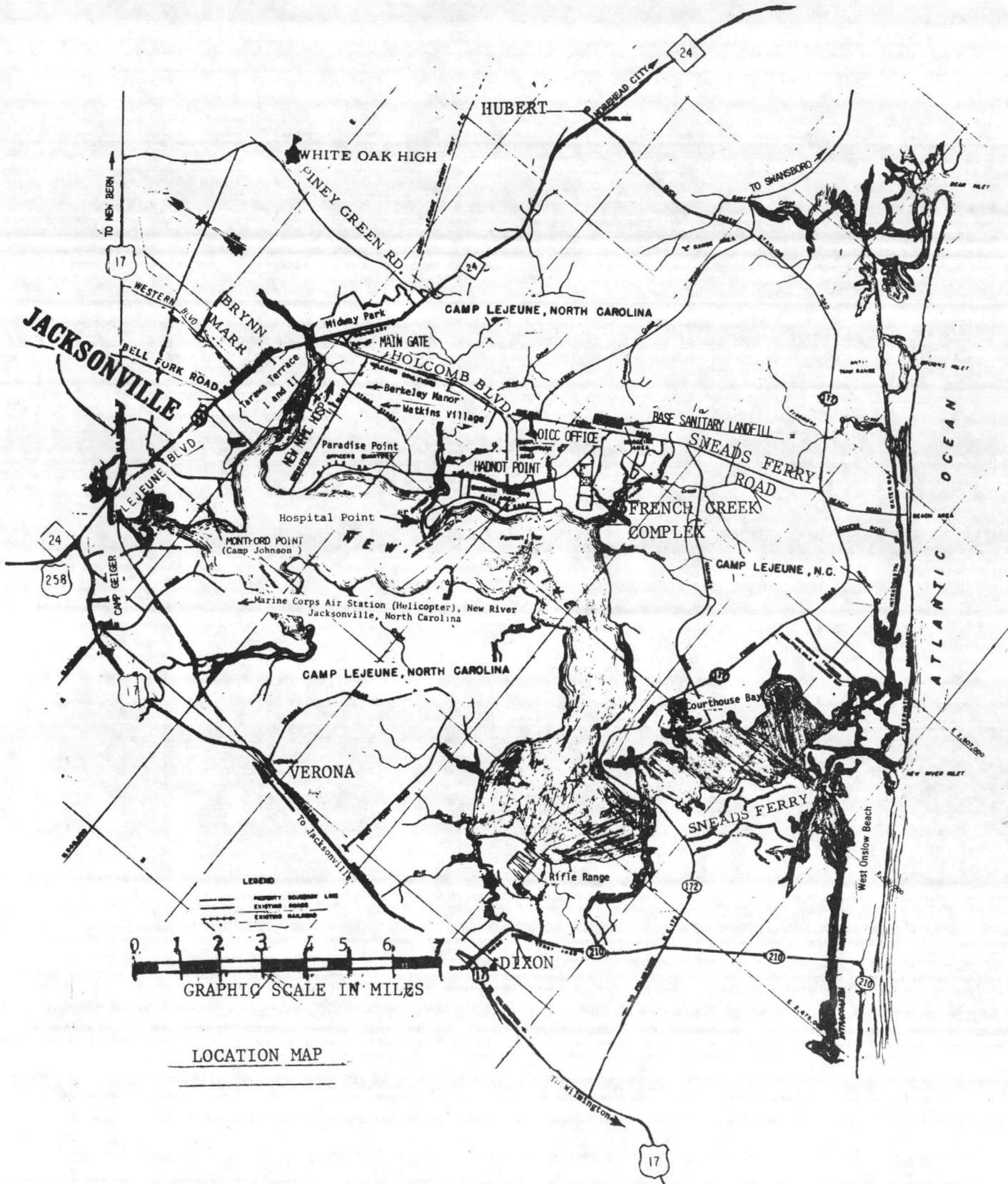
16. **CONTROL OF HAZARDOUS MATERIALS AND WASTES:** No hazardous substance may be discharged onto the ground or into the streams and surface waters. This includes all petroleum products, waste oil and lubricants (POL's). Any repair or maintenance which could result in leakage or spillage of POL's or any hazardous substance must be done in such a manner as to prevent it from entering any ditches, streams, or natural drainage. In the event of accidental spillage, the Contractor will be required to report all spills in accordance with BO 11090.1B. Used POL's and other hazardous material will be containerized and removed from the Base by the Contractor. The Contractor shall bear cost of clean-up of all spillage.

17. **AUTHORIZED REPRESENTATIVE OF THE PURCHASER:** The Purchaser shall at all times during his operation under this contract, have present at the job site an individual authorized to receive and take action on instructions given him by the Contracting Officer or his representative. The Purchaser's representative must be a competent individual who is approved by the Contracting Officer prior to commencement of this contract. If his representative proves incompetent or fails to take action on instructions given him by the Contracting Officer or his representative, the Purchaser's representative will be removed at the request of the Contracting Officer and replaced with a competent representative.

18. **INSPECTION:** The Purchaser, his employees, subcontractors and their employees shall conduct their activity in a safe and workmanlike manner at all times. The above mentioned persons shall at all times cooperate in making it possible for the Contracting Officer or his representative to safely and economically scale, inspect the cutting, logging, or other activity of the Purchaser and to conduct their other official duties in the sale area and vicinity.

END OF SECTION





LEGEND
 PROPERTY BOUNDARY LINE
 EXISTING ROAD
 EXISTING RAILROAD

GRAPHIC SCALE IN MILES
 LOCATION MAP

