# **FILE FOLDER**

# **DESCRIPTION ON TAB:**

Timber Sale: Air Station Access

Bood and Borrow P.T

Air Station Access Rd. & BORROW P.T

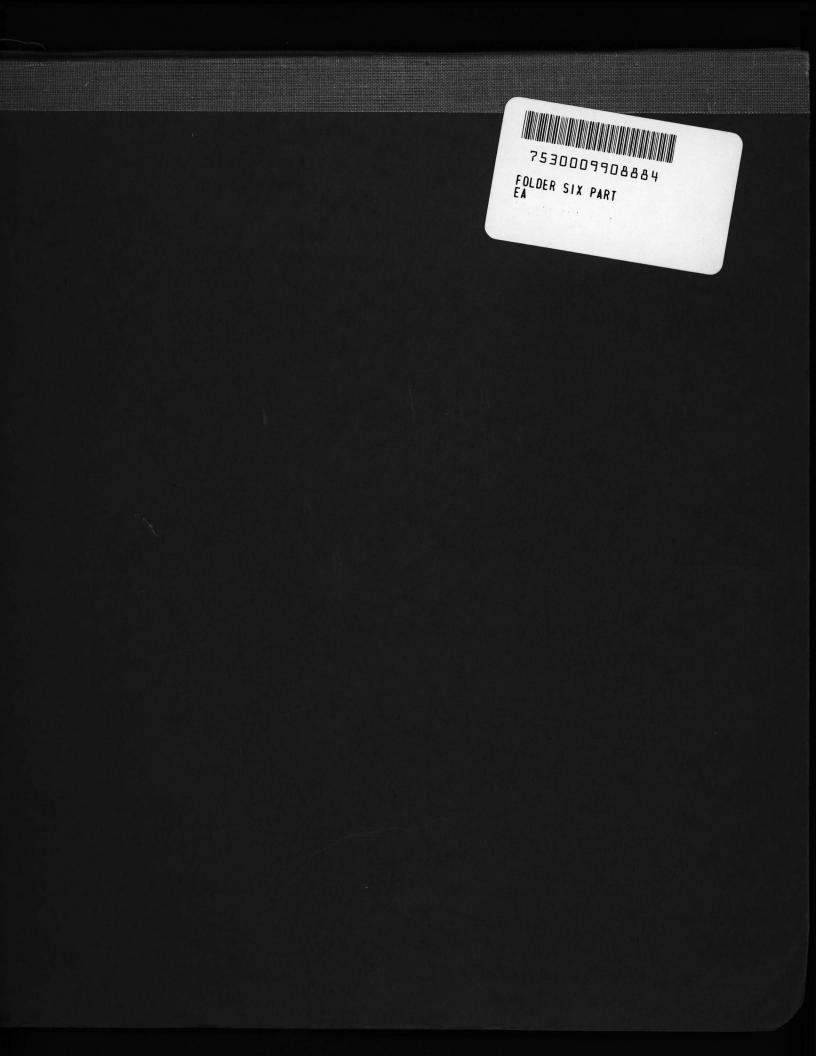
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**Confidential Records Management, Inc.** New Bern, NC 1-888-622-4425 9/08

Timber Sale: Air STation Access Road and Borrow Pit

Air STATION HOURSS KJ. + BOPMON .



# GOVERNMENT PROPERTY

PHESCHIPED BY CENEP TOVICES ADMINISTRAT RECOLATION FIV-302-SQ

> Pege No. 1 of <u>4</u> Poges of Invitcion No <u>N62470-86-B-5492</u> Timber Sale, Air Station Access Road and Borrow Pit, MCAS, New River, Jacksonville, NC

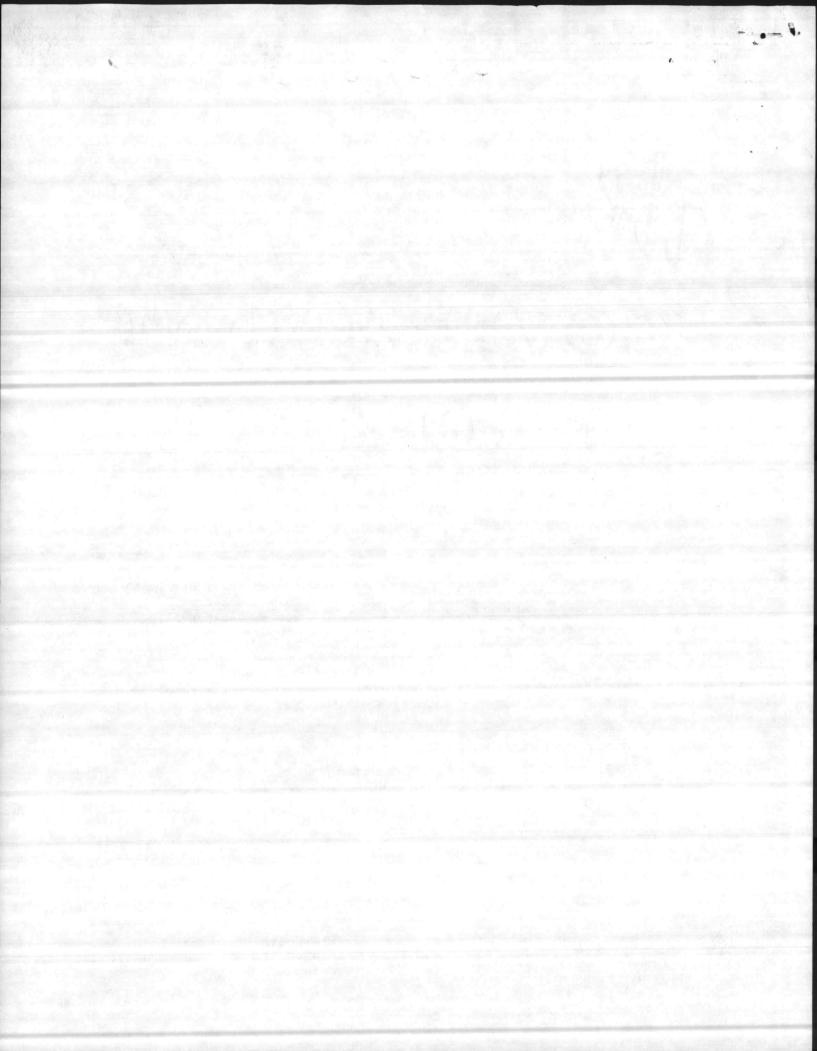
Seoled bids in <u>TRIPIICATE</u> subject to the terms and conditions set forth herein, for the purchase and removal of the Government-owned property listed in this Invitation, will be received until the time, date, and at the place indicated below,

Time of Opening 2:00 P. M. \_\_\_\_\_ Time Dote of Opening 30 January 1986. Ploce of Opening Office of Officer in Charge of Construction, Rm 26, Bldg. 1005, Marine Corps Base, Camp Lejeune, NC

Bid Deposit is not required.

Inspection Invited SEE ATTACHED NOTICE.

Issued by Officer in Charge, Jacksonville North Carolina Area Address Rm 26, Bldg. 1005, Marine Corps Base, Camp Lejeune, NC 28542 Property Located at Marine Corps Base, Camp Lejeune, North Carolina



	* RETURN	TIMBER SALE, AIR STA ROAD AND BORROW PIT	
SALE OF GOVERNMENT PROPE	RTY-BID AND AW	ARD INVITATION FOR BIDS NO. N62470-86-B-5492	PAGE NO. 2 of 4
Officer in Charge Jacksonville North Carolina Marine Corps Base Camp Lejeune, North Carolin	na 28542	ADDRESS YOUR BID TO Officer in Charge Jacksonville North Carolina Marine Corps Base Camp Lejeune, North Carolin BIDS WILL BE OPENED AT 2:00 PM, 30	
FOR INFORMATION CONTACT (Nume & Iel. un Officer in Charge Telephone: 919-451-2582	at the Off Jac Roo	ice of Officer in Charge of C ksonville North Carolina Area m 26, Building 1005, Marine C p Lejeune, North Carolina 285	onstruction orps Base

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

and such other special terms and conditions 🖾 attached or 🗋 incorporated herein by reference and identified as <u>Specification No. 05-86-5492</u> (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 NOT REQUIRED

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price set opposite each item, pursuant to Clause 6 of SF 114C and Parall of the Specification

The entire work, including removal of all litter, shall be completed 30 days after award.

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\_\_\_\_\_\_calendar days

after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$\_\_\_\_\_

#### BIDDER REPRESENTS THAT: (Check appropriate boxes)

(1) He has, has not, inspected the property on which he is bidding.

(2) He  $\square$  is,  $\square$  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  $\square$  has,  $\square$  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  $\square$  has,  $\square$  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.)

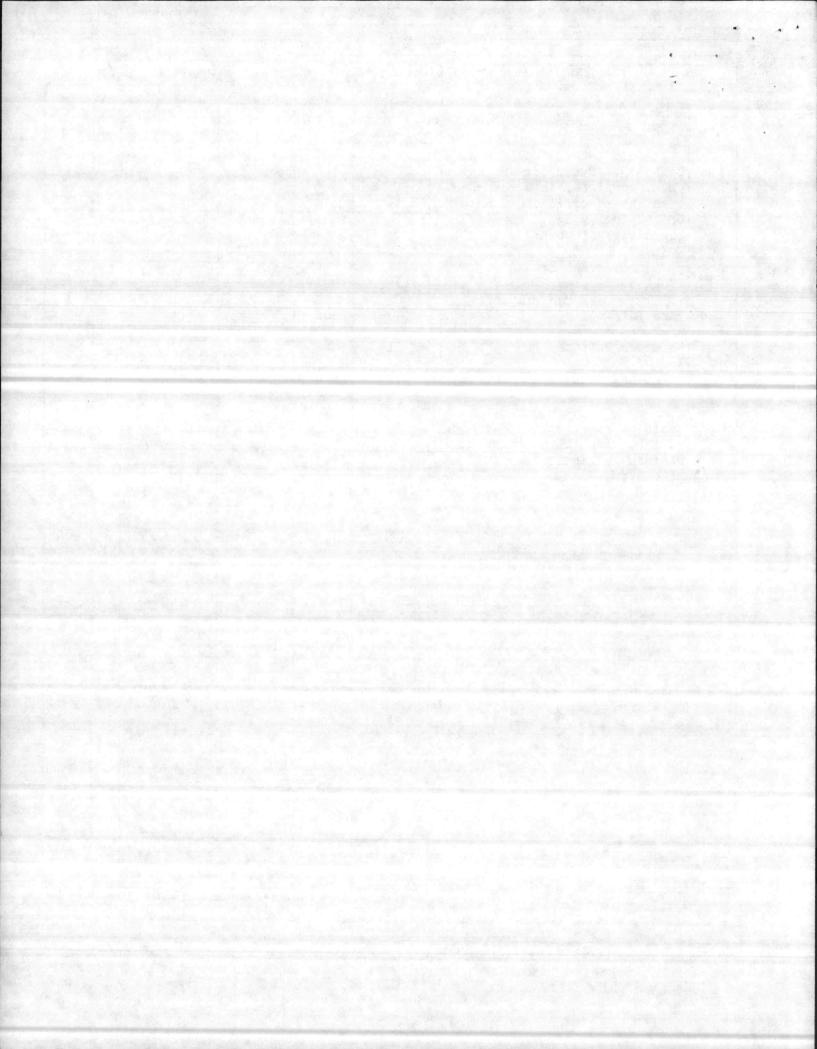
NAME AND ADDRESS OF BIDDER (Street, city, state & ZIP Code) (Type or print)		SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID			
		SIGNER'S NAME & TITLE (Type or print)	DATE OF BID		
TELEPHONE NUMBER: BIDDER IDENTIFICATION NO. (If applicable):					
A STATE OF A	ACCEPTANCE BY THE GOVERNMENT	(This section for Government use only)	at a second state of the second		
ACCEPTED AS TO ITEM(S) NUMBERED		UNITED STATES OF AMERICA BY (.Contracting Officer)	DATE OF ACCEPTANCE		
TAUOMA LATOI	CONTRACT NUMBER(S)	NAME AND TITLE OF CONTRACTING OFFICER			
BUDGET BUREAU NO. 29-R0022	+ GPD : 1970 (	JA Gi IP	ANDARD FORM 114 N 1970 EDITION Eneral Services Administration MR (41 CFR) 101–45.3 4–108		

SPEC. NO. 05-86-5492

This procurement is <u>NOT</u> 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.

ires	I	0	11117 6 -		TOTAL PRICE BID		
ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	DOLLARS	CTS	ITEN
		ESTIMATED				19	(gen)) (
1.	BASE BID. Price for the entire work, complete, in accordance with the specification, based on the following estimated quantities of work:						
	Pine Sawtimber	134	MBF	Same Bran			
	Pine Pulpwood	43	CDS	New york	8. 		
	Hardwood Pulpwood	81	CDS				
	TOTAL BASE BID						
	Award of the contract, if made, will be made to the highest conforming bidder on Total Base Bid.					State Street	
						Construction of the	
D NO	TO BE FILLED IN BY SALES OFFICE	NAME OF BIDDE	R AND IDENT	IFICATION NO.,	IF APPLICABLE (T)	pe or p	rint)

The State



	TIMBER SALE, AIR STATION ACCESS RETURN WITH BID ROAD AND BORROW PIT, MCAS				
SALE OF GOVERNMENT PROPERTY	-BID AND AW	ARD	INVITATION FOR BIDS NO. N62470-86-B-5492	PAGE NO. 2 OF	
rssued by Officer in Charge Jacksonville North Carolina Area Marine Corps Base Camp Lejeune, North Carolina 28542		ADDRESS YOUR BID 10 Officer in Charge Jacksonville North Carolina Area Marine Corps Base Camp Lejeune, North Carolina 28542 BIDS WILL BE OPENED AT 2:00 PM, 30 January 1986			
FOR INFORMATION CONTACT ( Nume & Iel. no. )	1	BIDS V	VILL BE OPENED AT 2:00 PM, 30	January 1986	
Officer in Charge Telephone: 919-451-2582	Jac Roo	e 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 <u>three</u> copy ies for purchasing all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above subject to: (1) The General Sale Terms and Conditions, SF 114C, dated March 1974 and Supplement to SF 114C dated March 1979.

and such other special terms and conditions 🖾 attached or 🗋 incorporated herein by reference and identified as <u>Specification No. 05-86-5492</u> (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 NOT REQUIRED

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price set opposite each item, pursuant to Clause 6 of SF 114C and Parall of the Specification

The entire work, including removal of all litter, shall be completed 30 days after award.

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 \_\_\_\_\_\_ calendar days

after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$\_\_\_\_\_

#### BIDDER REPRESENTS THAT: (Check appropriate boxes)

(1) He has, has not, inspected the property on which he is bidding.

(2) He  $\square$  is,  $\square$  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  $\square$  has,  $\square$  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  $\square$  has,  $\square$  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 (Stiert. city. state & ZIP Code) (Type or print)		SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID				
		SIGNER'S NAME & TITLE (Type or print)	DATE OF BID			
TELEPHONE NUMBER: BIDDER IDENTIFICATION NO. (If applicable):						
Read and the second second second	ACCEPTANCE BY THE GOVERNME	NT (This section for Government use only)	alast a grander of the second second			
ACCEPTED AS TO ITEM(S) NUMBERED		UNITED STATES OF AMERICA BY (Contracting Officer)	DATE OF ACCEPTANCE			
TOTAL AMOUNT	CONTRACT NUMBER(S)	NAME AND TITLE OF CONTRACTING OFFICE				
BUDGET BUREAU NO. 29-R0022			STANDARD FORM 114 JAN 1976 EDITION General Services Administration FFMR (41 CFR) 101-45.3 114-108			

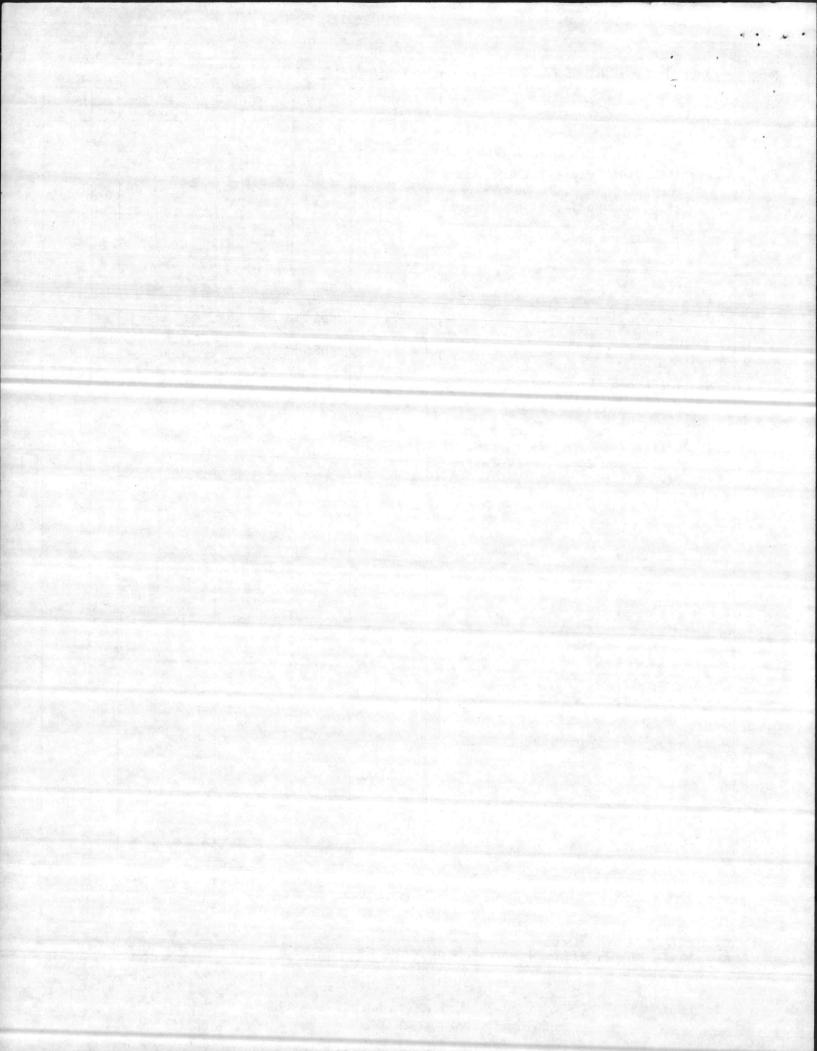
SPEC. NO. 05-86-5492

This procurement is <u>NOT</u> 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.

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF	PRICE BID PER UNIT	TOTAL PRICE BID	ITEN
			MEASURE		DOLLARS CT	S NO
		ESTIMATED	der all	1000	Contraction of the second	
1.	BASE BID. Price for the entire work, complete, in accordance with the specification, based on the following estimated quantities of work:					·
	Pine Sawtimber	134	MBF			
	Pine Pulpwood	43	CDS			
	Hardwood Pulpwood	81	CDS	1		197
	TOTAL BASE BID	Sunday 2			\$	-
-	Award of the contract, if made, will be made to the highest conforming bidder on Total Base Bid.					
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	a the second second second					
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D NO	TO BE FILLED IN BY SALES OFFICE	NAME OF BIDDE	R AND IDEN	TIFICATION NO.,	IF APPLICABLE (T) pe o	r print)

554-002 3436-1

> SPEC. NO. 05-86-5492 10 Seat Sing



# SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS

#### 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 descrip-tion 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 per-sonal 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 pur-

(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 accord-ance 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 additonal 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).

INVITATION FOR BIDS NO.

DELETE CLAUSE 7. SEE CLAUSE 26 OF SUPPLEMENT TO SF 114C	the property en removal is motor-drawn cle regulatory be furnished
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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 repre-tative 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)

STANDARD FORM 114C MARCH 1974 EDITION **General Services Administration** FPMR (41 CFR) 101-45.3 114-405

PAGE

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 forumla 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 pursuue such remidies 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 (\$) 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 indirectly by the Purchaser, its agents, or employees. With respect losses only, in the event the property is offered for sale by the "lot no adjustment will be authorized under this provision unless the Goernment 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.

concerning a question of fact aris	vided in the Invitation, any dispute ing under this contract which is not
disposed of by agreement shall be	e decided by the tracting Officer,
who shall reduce his decision to a	writing and 'berwise furnish
a copy thereof to the Purchase	r. Th Contracting
Officer shall be final and conclu	
from the date of receipt of	ils or other
wise furnishes to the	addressed
to the Secretary.	SEE . uthorized
representativ	final and
conclur"	DLEME' ausdiction to
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tial FLETE 36 U	supported by substall-
THAT DELL CF 210	r peal proceeding under this
clause UL AUSE 114C	an opportunity to be heard and
to offe CLASE II III	s appeal. Pending final decision of a
dispute 10 " naser	shall proceed diligently with the per-
	n accordance with the Contracting
Officer's	

(b) Th., "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 prior to opening, in the case of a bid, or prior to award, in 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 whatsover, 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

U. S. GOVERNMENT PRINTING OFFICE : 1974 O - 540-461 (56-D)

for the property develops 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:

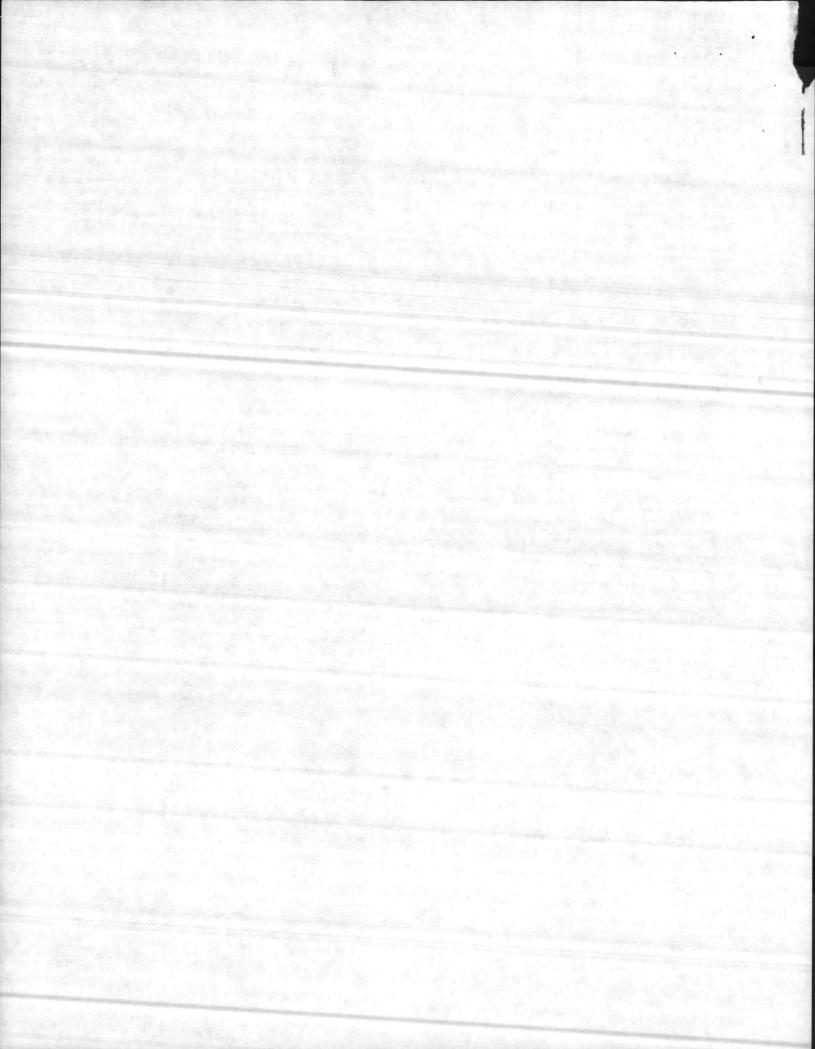
(a) "Secretary" means the Secretary, Deputy Secretary, Under Secretary, or any Assistant Secretary of the executive agency, and the head, deputy or any assistant head of the Federal agency; and the term "his duly authorized representative" means any person(s) or board (other than the Contracting Officer) 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 independent wined and operated, is not dominant in its field of operqualify under the following small business concern for the purpose of interview of the purpose of the purpose of wined and the purpose of the purpose of the sale of Government-owned property, other than timber, is a wined and the purpose of the purpose of the sale of Government-owned property, other than timber, is a timber, is a set of the purpose of the purpose of the sale of Government-owned property, other than timber, is a wined and the purpose of the purpose of the sale of Government-owned property, other than timber, is a timber, is a set of the purpose of the purpose of the sale of Government-owned property, other than timber, is a timber, is a set of the purpose of the purpose of the purpose of the sale of Government-owned property of the purpose of t

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(3) ... purchasers. Any concern 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.



### 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. <u>Violation; liability for unpaid wages; liquidated damages</u>. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor sahll 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. <u>Withholding for unpaid wages and liquidated damages</u>. 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. <u>Subcontracts</u>. 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. <u>Records</u>. 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. /

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 record to thier 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 Exeuctive Order No. 11246 of September 24, 1956, 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 Exeuctive 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;
- 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:

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Bids to be opened at 2:00 P.M. JAN 3 0 1986 at the office of

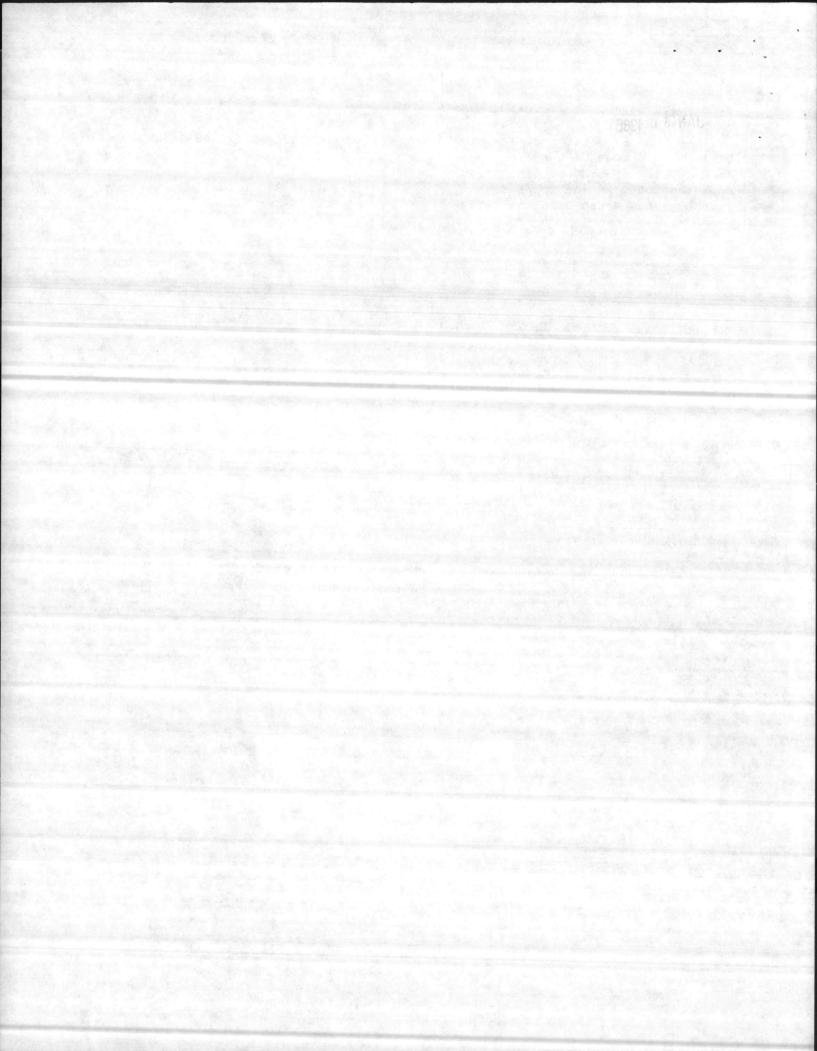
Officer in Charge Of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542 CONTRACT N62470-86-B-5492

NAVFAC SPECIFICATION NO. 05-86-5492

TIMBER SALE, AIR STATION ACCESS ROAD AND BORROW PIT

at the

MARINE CORPS AIR STATION, NEW RIVER JACKSONVILLE, NORTH CAROLINA



## TIMBER SALE, AIR STATION ACCESS ROAD AND BORROW PIT at the

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

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning to remove timber from Government property.

2. LOCATION: The timber is located at the Marine Corps Air Station, New River, Jacksonville, North Carolina, as shown on the attached map. The map is the property of the Government and shall not be used for any purpose other than that contemplated by the specification.

3. GENERAL REQUIREMENTS: The work includes removal of all trees marked with yellow paint, inside the sale area.

#### 4. ESTIMATED VOLUMES:

PINE	VOLUME
Pine Sawtimber	134 MBF
Pine Pulpwood	43 CDS
Hardwood Pulpwood	81 CDS

5. TIME FOR COMPLETION: The entire work, including removal of all litter, shall be completed 30 days after award. No time extensions will be allowed.

6. DETAILED REQUIREMENTS:

6.1 All access roads must be approved by the Contracting Officer or his representative.

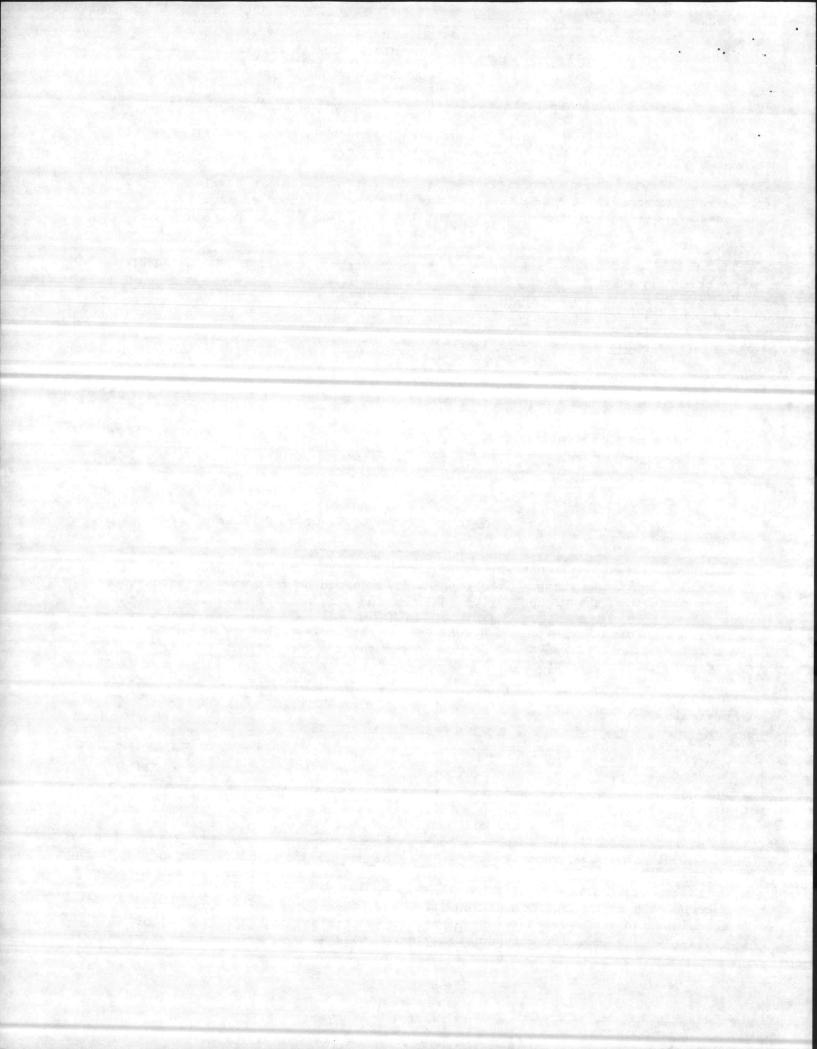
6.2 Stump height shall not exceed 18 inches from the ground, measured on the uphill side of the stump. Tree tops must be lopped so that no portion is over five feet above the ground. Tops shall not be left outside the sale area.

6.3 Marine Corps Air Station, New River security rules and regulations shall be followed. All fires shall be properly secured in accordance with Base Order 11320.1F.

6.4 All logging deck locations shall be approved in advance of the logging operation.

6.5 Purchaser shall give the Contracting Officer three days notice before moving on or off the Base.

7. CONTROL OF HAZARDOUS MATERIALS AND WASTE: No hazardous substance may be discharged onto the ground or into 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 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 such spillage 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 the cost for cleanup of all the spillage.



8. 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.

8.1 Liquidated Damages: Unnecessary damage to or negiligent 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.

8.2 Protection of Undesignated Timber: Undesignated timber, meeting utilization standards, shall be protected from damage or destruction in Purchaser's operations. In the 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 sawtimber tree

\$15.00 for each small roundwood tree

\$100.00 for each red-cockaded woodpecker tree

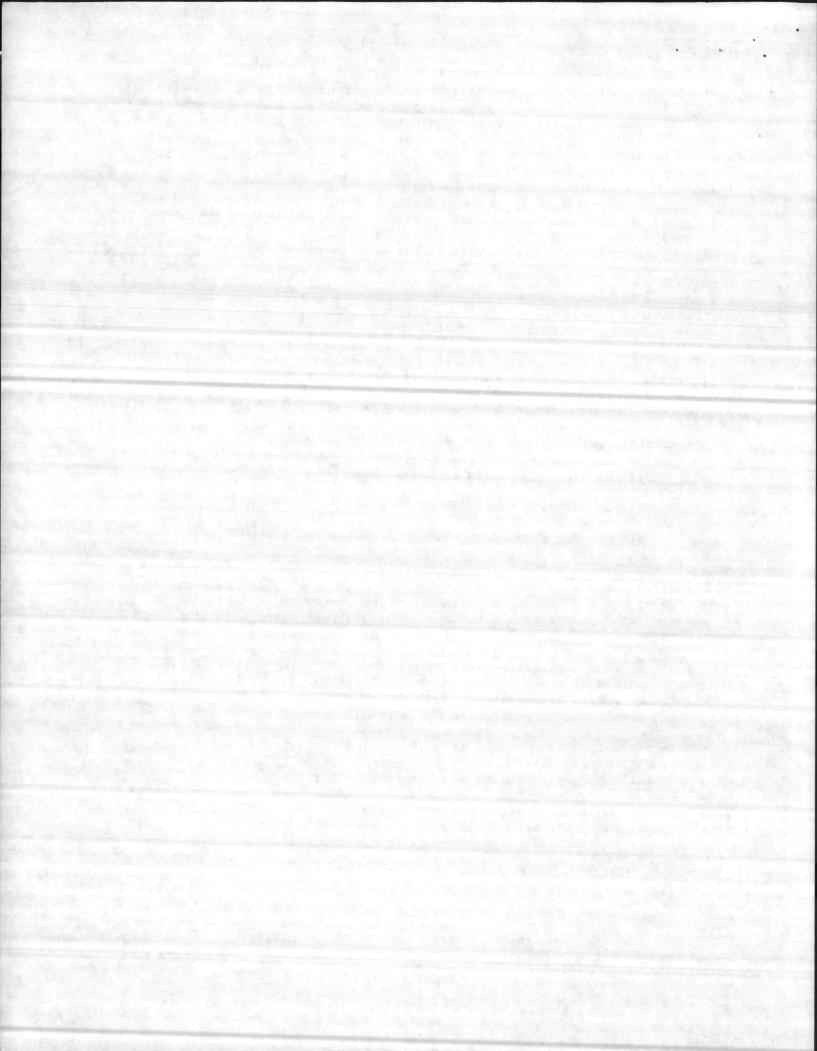
Damage, as used herein, includes injury to the living crown, bole or roots of undesignated trees. If areas are marked on the ground around such trees, operation of heavy equipment or skidding of products within said area shall be considered to be damage to the trees. If designated, Purchaser shall remove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

8.3 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.

8.4 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.

9. ADDITIONAL TIMBER: The designatin 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. In either case, the



additional volume of all merchantable trees which were cut will be paid for at the bid price. 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 which will occur prior to the harvest for such fire damaged products shall be made by the Purchaser at double the bid price. The harvesting of timber under this contract shall be accomplished by use of conventional or specialized equipment, when specified, and the application of standard forestry practices currently in use in the area. Work shall be conducted in a manner which minimizes the damage to residual timber, of all species, including natural regeneration. 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. MANDATORY INSURANCE COVERAGE:

(a) Prior to beginning the work, the successful bidder shall furnish to the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

Type of Insurance	Per Person	COVERAGE Per Accident	
The of montaney			Property
Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
Automobile Liability	\$300,000	\$1,000,000	\$100,000
Workmen's Compensation	AS REQUIRED	BY STATE LAW	
(Other as required by state law)			

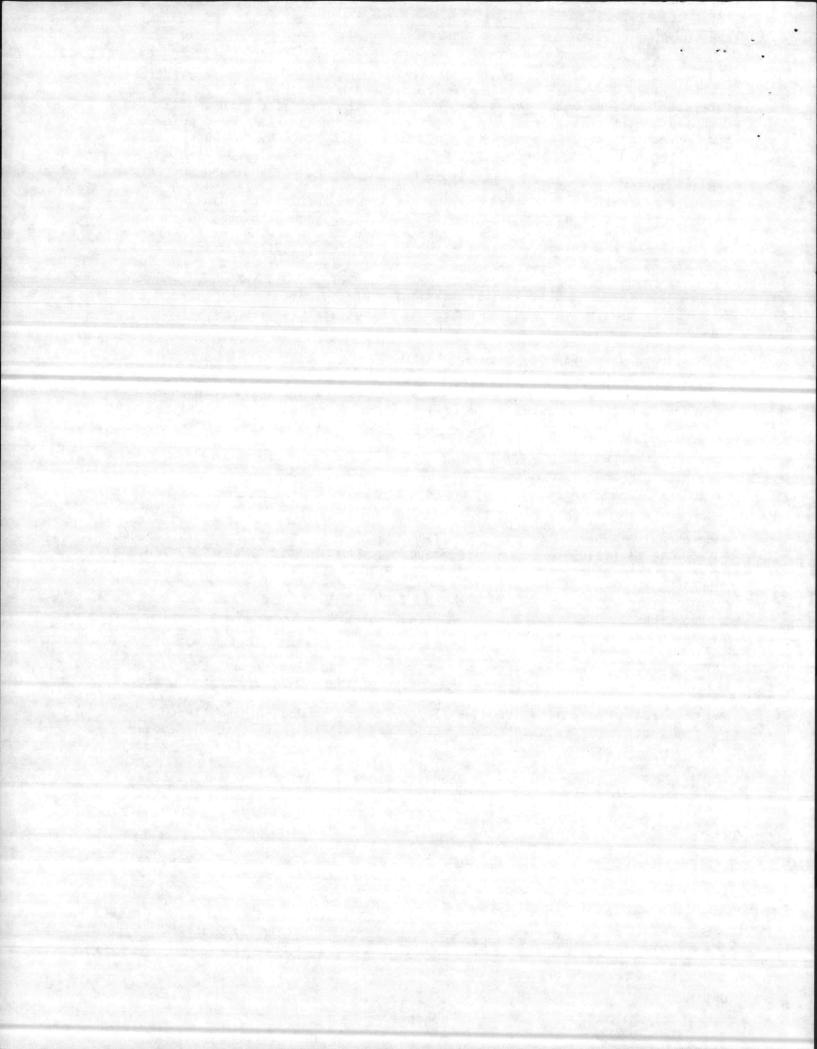
The comprehensive general and automobile liability policies shall contain a provision worded as follows:

'The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy.'

The certificate of all policies shall provide for notice of cancellation to the Contracting Officer and the certificates shall indicate that the above provision has been included.

(b) The Prime Contractor shall also furnish a certificate of insurance as evidence of the existence of such coverage for all subcontractors who will work on the job. This certificate shall be furnished not less than five days before such subcontractor forces enter the Government premises.

11. PAYMENT: Entire amount of contract must be paid prior to entering sale area. Payment shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the Treasurer of the United States.



12. DEFINITIONS: "Purchaser" or "Contractor" means the party signing the contract for purchase of Government-owned timber. "Officer in Charge" and "Contracting Officer" are used interchangeably in this contract and have the same meaning.

13. 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 SF 114-C, Additional Provisions (Timber Sales) dated March 1979.

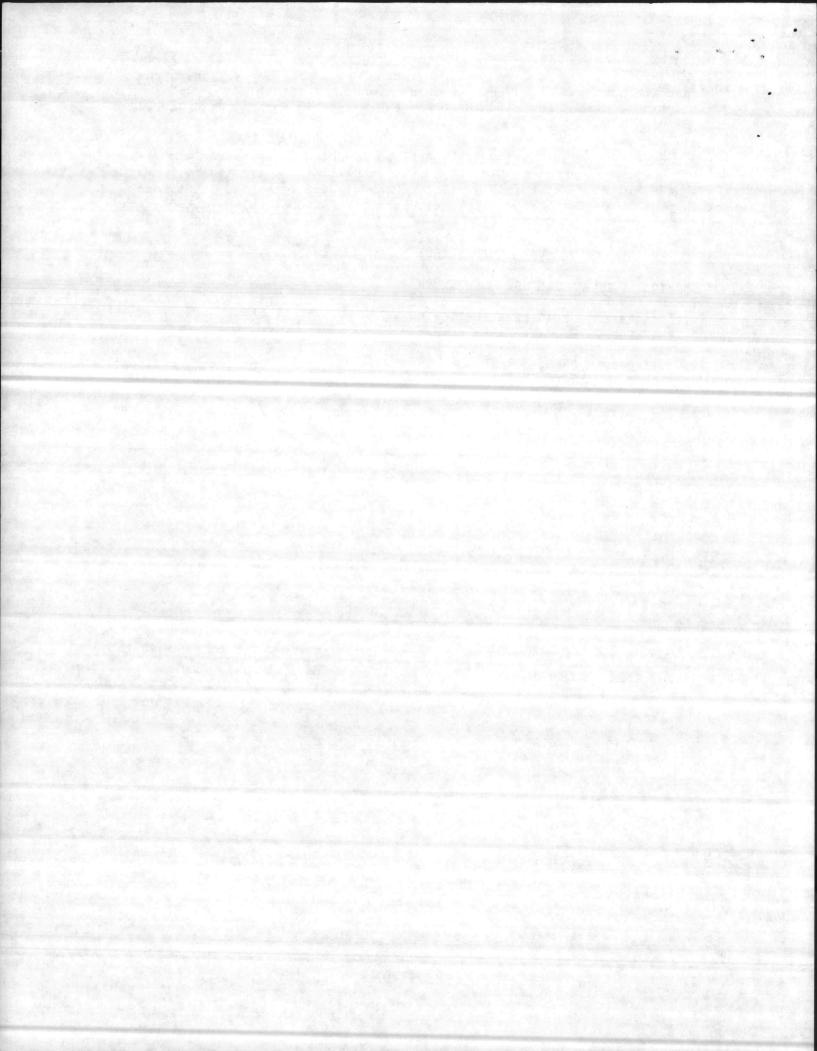
CHANGES TO STANDARD FORM 114-C:

Add the following Clause 25. DEFINITIONS:

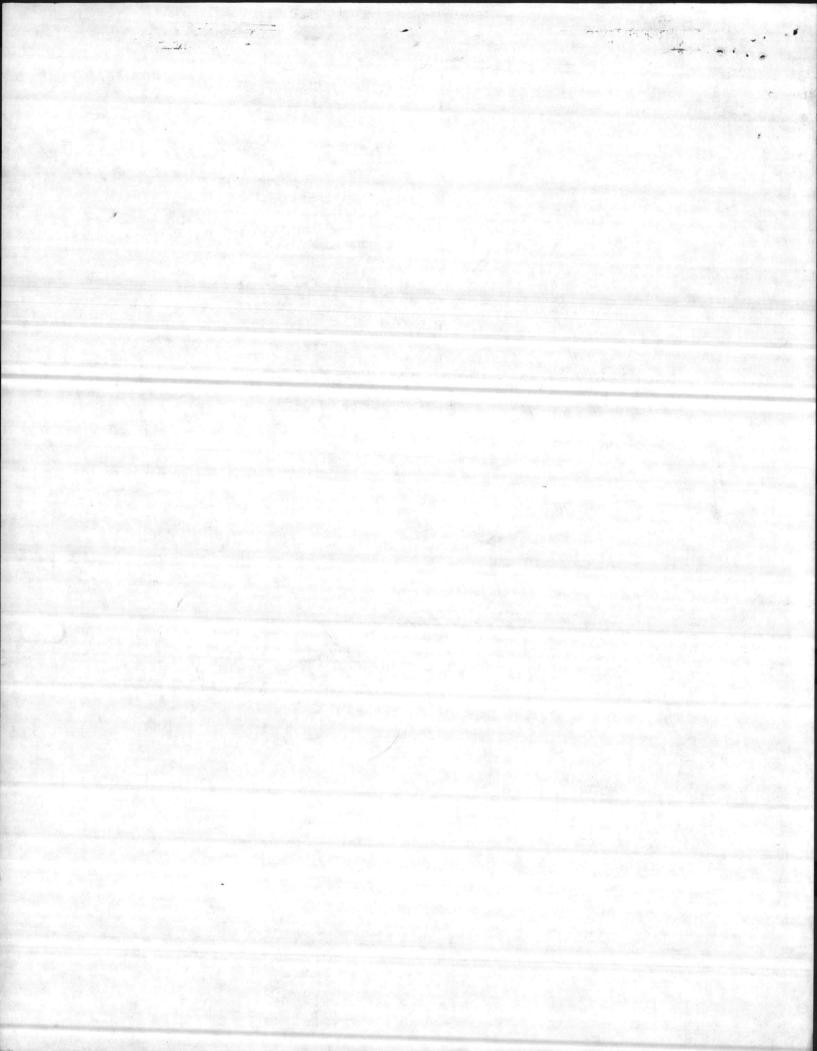
"(d) 'Purchaser' or 'Contractor' means the party signing the contract for purchase of the Government-owned timber."

"(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)".



TIMBER HARVEST - PAVED ROAD ====DIRT ROAD EZZZZ HARVEST AREA MAP NOT TO SCALE GATE URTISS ROAD





## DEPARTMENT OF THE NAVY

OFFICER IN CHARGE OF CONSTRUCTION RESIDENT OFFICER IN CHARGE OF CONSTRUCTION NAVAL FACILITIES ENGINEERING COMMAND CONTRACTS CAMP LEJEUNE, NORTH CAROLINA 28542-5000

JAX/02/MEC/fao N62470-86-S-5492 21 May 1986

IN REPLY REFER TO:

From: Officer in Charge of Construction, Jacksonville North Carolina Area To: Commander, Atlantic Division, Naval Facilities Engineering Command (Attn: Code 02)

Subj: CONTRACT N62470-86-S-5492, TIMBER SALE, AIR STATION ACCESS ROAD AND BORROW PIT, MCAS, NEW RIVER, JACKSONVILLE, NC

Encl: (1) Contractor's Release, Squires Timber Co.

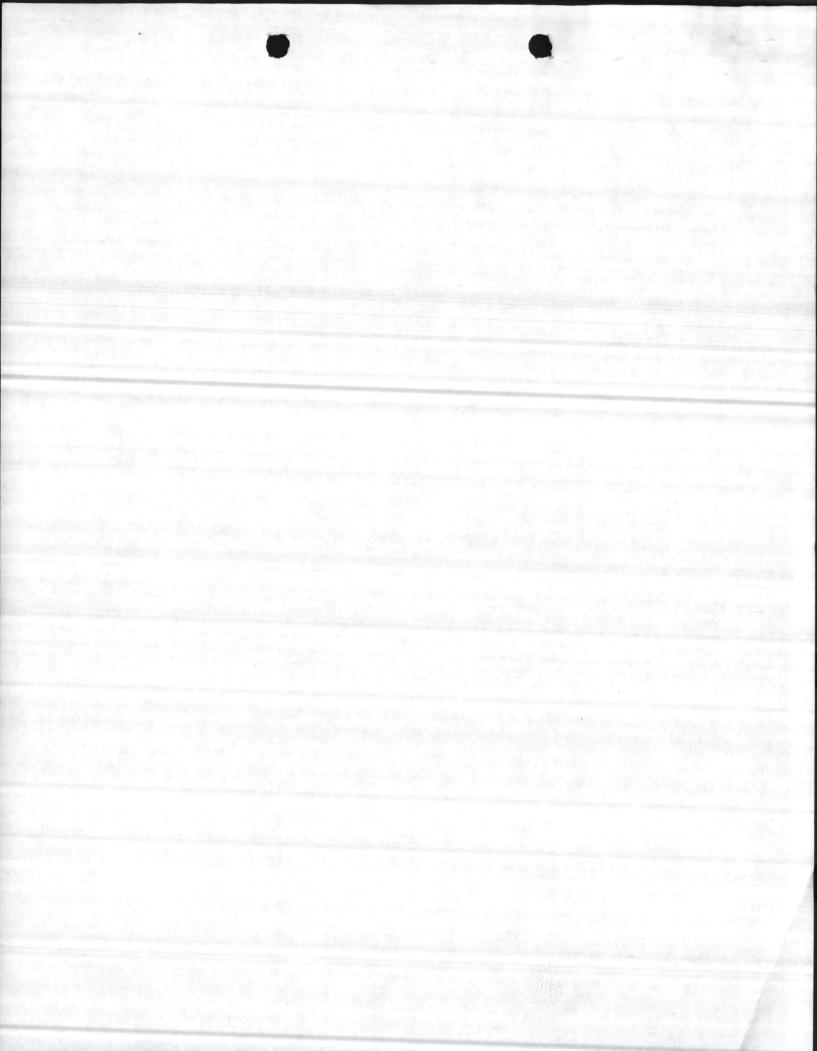
1. All work under the subject contract has been completed. Enclosure (1) is

forwarded for appropriate action.

m. E. Carren

M. E. COYNE By direction

Copy(w/o encl) to: Forestry Ins. Co. HQMC, Code LFF-2



# SEALED BID

Proposal for Specification No.

Bids To Be Opened 2:00 P.M.

------

Officer in Charge of Construction

**Public Works Office** 

**Building 1005** 

**Marine Corps Base** 

Camp Lejeune, North Carolina 28542

SEALED BID

HAVE YOU ACKNOWLEDGED ALL ADDENDA AND ENCLOSED BID SECURITY?

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# CONDITIONS/INSTRUCTIONS GOVERNING USE OF THIS FORM

1. This form may be used as a disbursement voucher/billing document or collection document. Accordingly, Block 1 must always be completed, indicating which.

2. When amounts under Block 9F are stated in foreign currency, the name of the currency is to be entered in the space provided under Block 12H.

3. If the ability to certify and authority to approve are combined in one person; only one signature is necessary; otherwise the approving officer will sign in Block 16, over his official title.

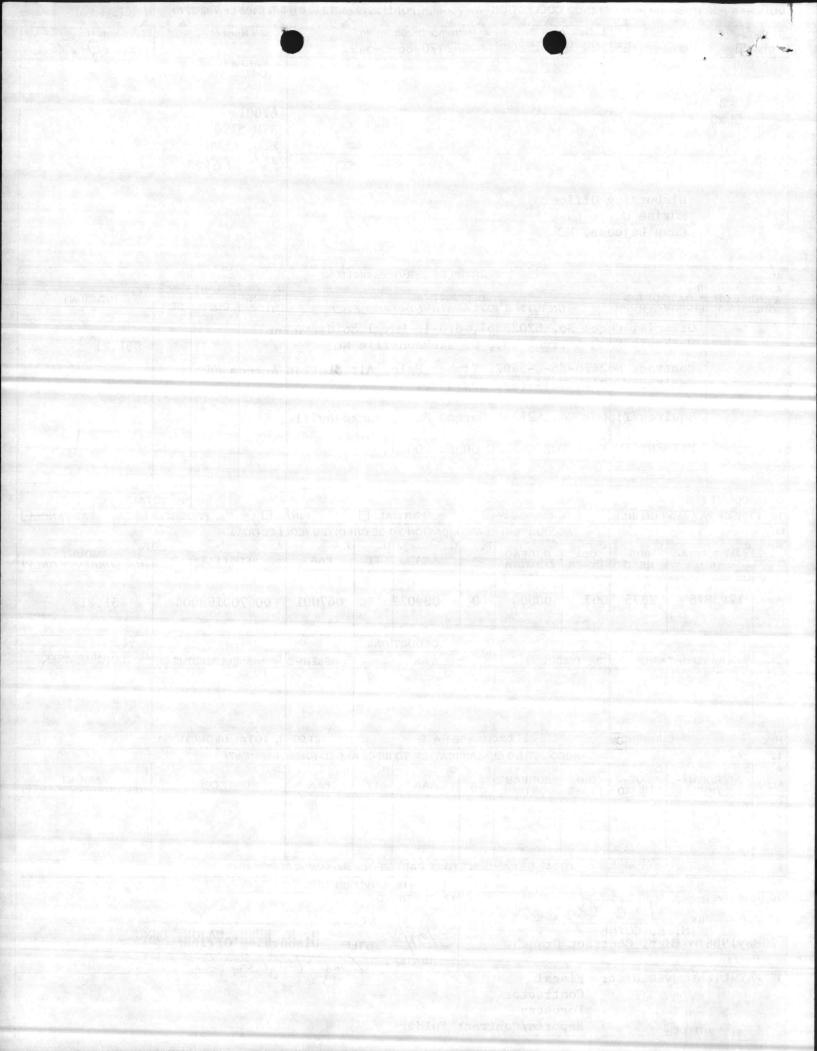
4. When this document is used as a disbursement voucher and payment is to be made in cash, the voucher must be receipted, using the space provided in Block 18. When the voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs must appear. For example, "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

5. When used as a disbursement voucher/billing document the obligation and/or reimbursable order document number to which the disbursement or billing document applies must be cited in Block 3 on the reverse side.

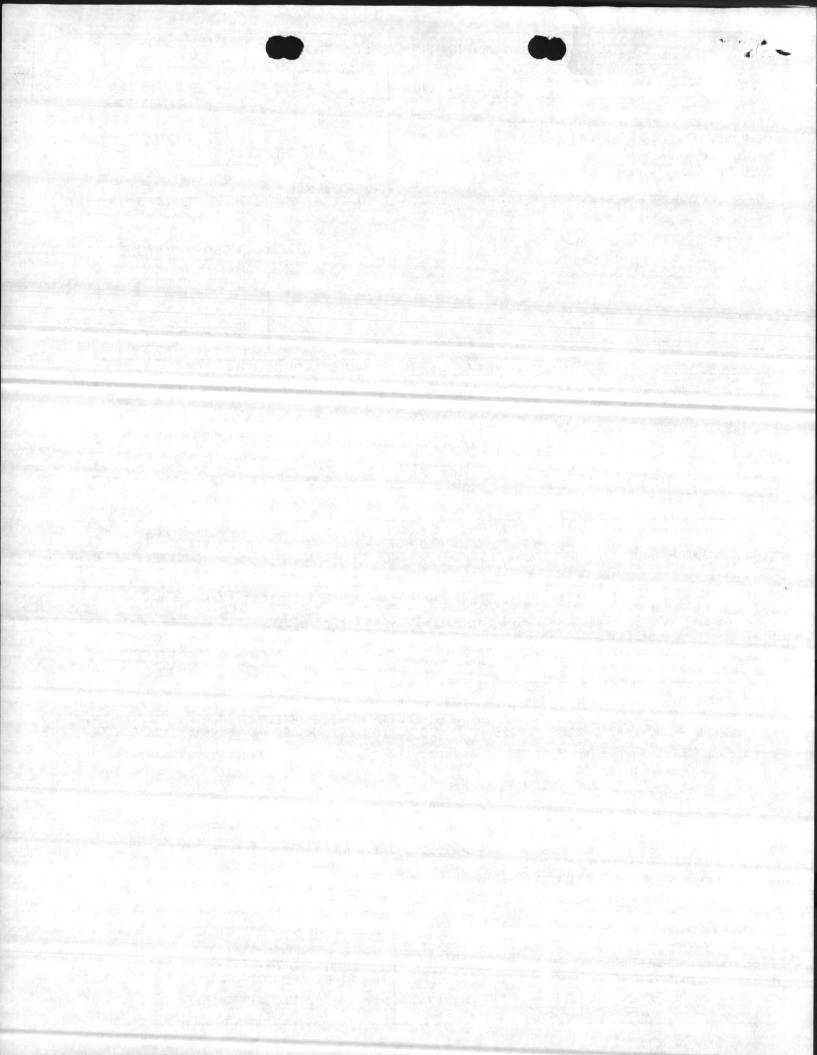
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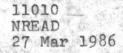
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AMÉNDMENT OF SOLICIT	N/MODIFICATION	OF CONTRAC	1. CONTRACT ID CODE PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO. CHANGE P00004	3. EFFECTIVE DATE 16 April 1986	4. REQUISITION/PUR	
6. ISSUED BY CODE			Y (If other than Item 6) CODE
Officer in Charge of Construct		. 8.6.	
Jacksonville North Carolina Ar Marine Corps Base	ea	DRD NA	359-86
Camp Lejeune, North Carolina		DATE	MAY 2 2 1986
8. NAME AND ADDRESS OF CONTRACTOR (No	, street, county, State and	ZIP Code)	() 94. AMENDMENT OF SUENATATION NO.
		Serie States Ser	
Squires Timber Co.			9B. DATED (SEE ITEM 11)
214-B Burgaw Hwy.			B. DATED (SEE ITEM II)
Jacksonville,NC 28540			10A. MODIFICATION OF CONTRACT/ORD
			NO.
			X N62470-86-S-5492
The second s	Carl Heller and State	A second second second	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE	and the aspet is the	3 February 1986
11. THIS ITE	MONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS
The above numbered solicitation is amended as tended. Offers must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning	prior to the hour and date	specified in the solicitatio	on or as amended, by one of the following methods:
submitted; or (c) By separate letter or telegram wh MENT.TO BE RECEIVED AT THE PLACE DESIG	ich includes a reference to NATED FOR THE RECEII f this amendment you desi	the solicitation and amend PT OF OFFERS PRIOR TO re to change an offer alrea	Iment numbers. FAILURE OF YOUR ACKNOWLED O THE HOUR AND DATE SPECIFIED MAY RESU
12. ACCOUNTING AND APPROPRIATION DATA N/A	(If required)	\$51.	21
	PLIES ONLY TO MOD		
	THE CONTRACT/ORE JANT TO: (Specify autho		ED IN ITEM 14. FORTH IN ITEM 14 ARE MADE IN THE CON-
B. THE ABOVE NUMBERED CONTRACT/OI appropriation date, etc.) SET FORTH IN IT	RDER IS MODIFIED TO P EM 14, PURSUANT TO T	REFLECT THE ADMINIST	TRATIVE CHANGES (such as changes in paying officer R 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS E	INTERED INTO PURSUA	NT TO AUTHORITY OF:	And the second second
D. OTHER (Specify type of modification and a	uthority)	1	
E. IMPORTANT: Contractor is not,			
TIMBER SALE, AIR STATION AC	CESS ROAD AND BO	RROW PIT, MCAS,	NEW RIVER, JACKSONVILLE, NC
accordance with Paragraph 9 of reased as follows:	the contract, th	e quantity of t	imber to be harvested is
e Sawtimber .325 MBF	@ \$145.00	= \$47.13	
e Pulpwood .50 CDS	@ 8.17302	= <u>4.08</u> \$51.21 To	tal Increase
al amount of contract now reads	\$24,943.10.	A set of the set of the set of the	mpletion date remains unchanged
	) JAX - 02, 04	; LANTDIV - 02.	
y to: MCB - CG, BMO, FORESTRY; SBA, HOMC, IRS			
SBA, HQMC, IRS	f the document referenced	in Item 9A or 10A, as here	etofore changed, remains unchanged and in full force
SBA, HQMC, IRS except as provided herein, all terms and conditions of a effect. 5A. NAME AND TITLE OF SIGNER (Type or print		16A. NAME AND TITLE	OF CONTRACTING OFFICER (Type or print)
SBA, HQMC, IRS Except as provided herein, all terms and conditions on ind effect. 5A. NAME AND TITLE OF SIGNER (Type or print TOM BRANTHAM		16A. NAME AND TITLE T. L. HUGUELET FOR COMMANDER,	COF CONTRACTING OFFICER (Type or print) , CDR, CEC, USN NAVFACENGCOM
SBA, HQMC, IRS Except as provided herein, all terms and conditions of nd effect. 5A. NAME AND TITLE OF SIGNER (Type or print TOM BRANTHAM FIELD REPRESENTATIVE	Ð	16A. NAME AND TITLE T. L. HUGUELET FOR COMMANDER, (Contracting O	COF CONTRACTING OFFICER (Type or print) , CDR, CEC, USN NAVFACENGCOM fficer)
SBA, HQMC, IRS Except as provided herein, all terms and conditions on ind effect. 5A. NAME AND TITLE OF SIGNER (Type or print TOM BRANTHAM	Ð	16A. NAME AND TITLE T. L. HUGUELET FOR COMMANDER, (Contracting O 16B. UNITED STATES C	, CDR, CEC, USN NAVFACENGCOM officer)





From: Director, Natural Resources and Environmental Affairs Division, Marine Corps Base, Camp Lejeune To: Resident Officer in Charge of Construction, Jacksonville, North Carolina Area

Subj: TIMBER SALE; CLOSURE OF

Ref: (a) Contract No. N62470-86-S-5492

1. All work covered under the reference has been completed. An additional .325 MBF and .50 cords were harvested as deck trees at the contract bid price of \$145.00/MBF and \$8.17302/cord.

2. It is recommended that the reference be closed following payment for, or resolution of, Item 1 for a net adjustment of \$51.21.

> P. E. BLACK Acting

Writer: A. Henry, NREAD 5003 Typist: J. Cross 27Mar86 itero die AL 19 Mgganose

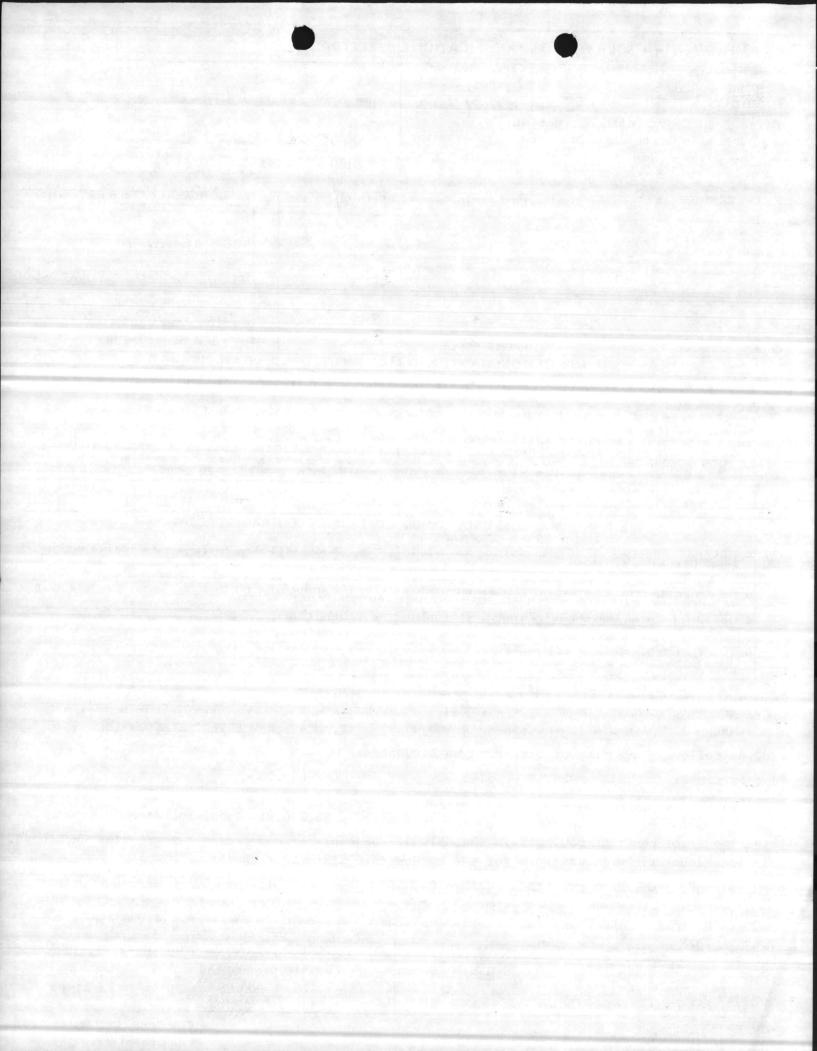
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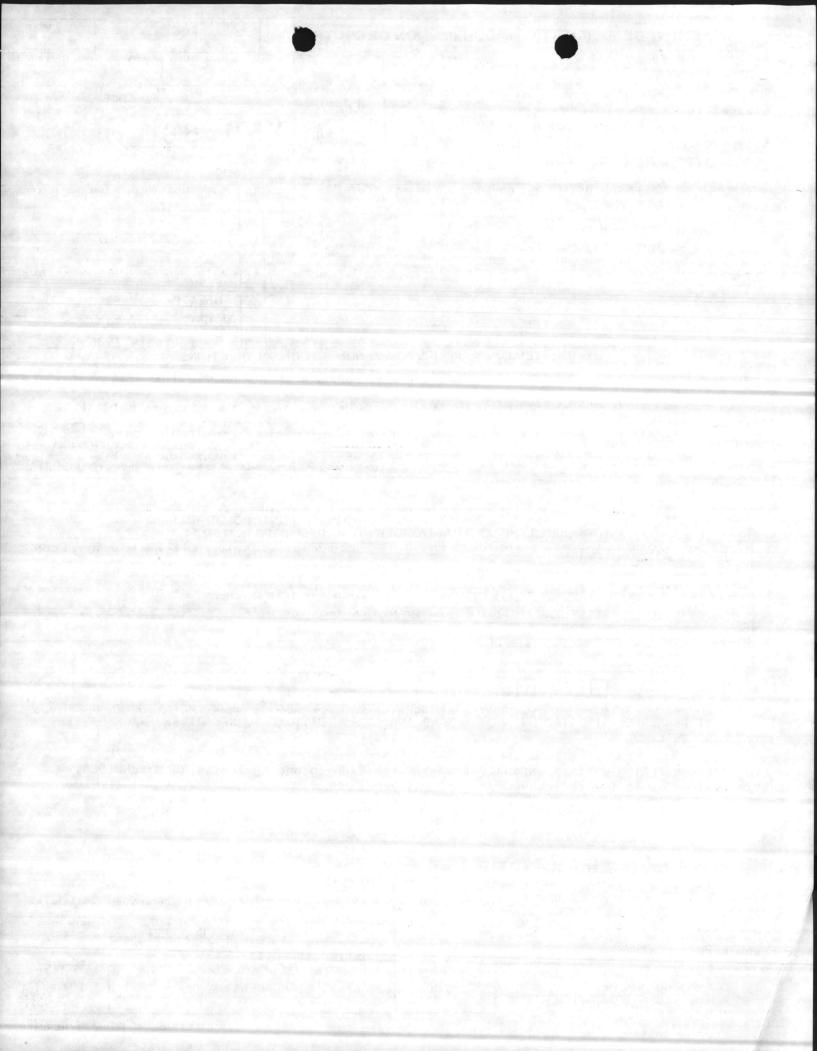
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State: " Henry 18545 200 Temiste d. Crocs-27Mer

	MODIFICATION O	FCONTRAC		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	REQUISITION/PURCH	HASE REQ. NO.	5. PROJECT NO. (If applicable)
CHANGE PO0002	25 February 86			
6. ISSUED BY CODE	JAX/02/fao	ADMINISTERED BY	If other than Iter	CODE
Officer in Charge of Construct		he	and the states	and the second
Jacksonville North Carolina Ar	ea	HAL.	Concern Martine H	
Marine Corps Base Camp Lejeune, North Carolina		DRD NO.	255-	86
8. NAME AND ADDRESS OF CONTRACTOR (No	., street, county, State and ZI	P Code)	() 9A. AMEN	MENT OF SOLICITATION NO.
Squires Timber Co.		A STATE AND	98. DATED	(SEE ITEM 11)
214-B Burgaw Hwy. Jacksonville, NC 28540		2 Ale Distanti	Contracting the	
Jacksonville, NC 20040		and the second second	10A. MODI	FICATION OF CONTRACT/ORDER
				0-86-S-5492
		and the second		D (SEE ITEM 13)
CODE	FACILITY CODE	A CAR STORE STORE		ebruary 1986
11. THIS ITE	MONLY APPLIES TO A	MENDMENTS OF SO	LICITATIONS	
Submitted; or (c) By separate letter or telegram with MENT TO BE RECEIVED AT THE PLACE DESIG IN REJECTION OF YOUR OFFER. If by virtue of letter, provided each telegram or letter makes refere 12. ACCOUNTING AND APPROPRIATION DATA	of this amendment you desire ince to the solicitation and this		ived prior to the	opening hour and date specified.
N/A				\$3,206.91
12 THIC ITEM AL	PPLIES ONLY TO MODIF	LICATIONS OF CONT	rracts/ord	ERS.
IS. THIS TEN A	TUE CONTRACT/ORDE	P NO AS DESCRIBE	D IN ITEM 14	
IT MODIFIES	THE CONTRACT/ORDE	R NO. AS DESCRIBE	D IN ITEM 14	· · · · · · · · · · · · · · · · · · ·
A. THIS CHANGE ORDER IS ISSUED PURS	THE CONTRACT/ORDE	R NO. AS DESCRIBE	D IN ITEM 14	· · · · · · · · · · · · · · · · · · ·
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## CONDITIONS/INSTRUCTIONS GOVERNING USE OF THIS FORM

1. This form may be used as a disbursement voucher/billing document or collection document. Accordingly, Block 1 must always be completed, indicating which.

2. When amounts under Block 9F are stated in foreign currency, the name of the currency is to be entered in the space provided under Block 12H.

3. If the ability to certify and authority to approve are combined in one person, only one signature is necessary; otherwise the approving officer will sign in Block 16, over his official title.

4. When this document is used as a disbursement voucher and payment is to be made in cash, the voucher must be receipted, using the space provided in Block 18. When the voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs must appear. For example, "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

5. When used as a disbursement voucher/billing document the obligation and/or reimbursable order document number to which the disbursement or billing document applies must be cited in Block 3 on the reverse side.

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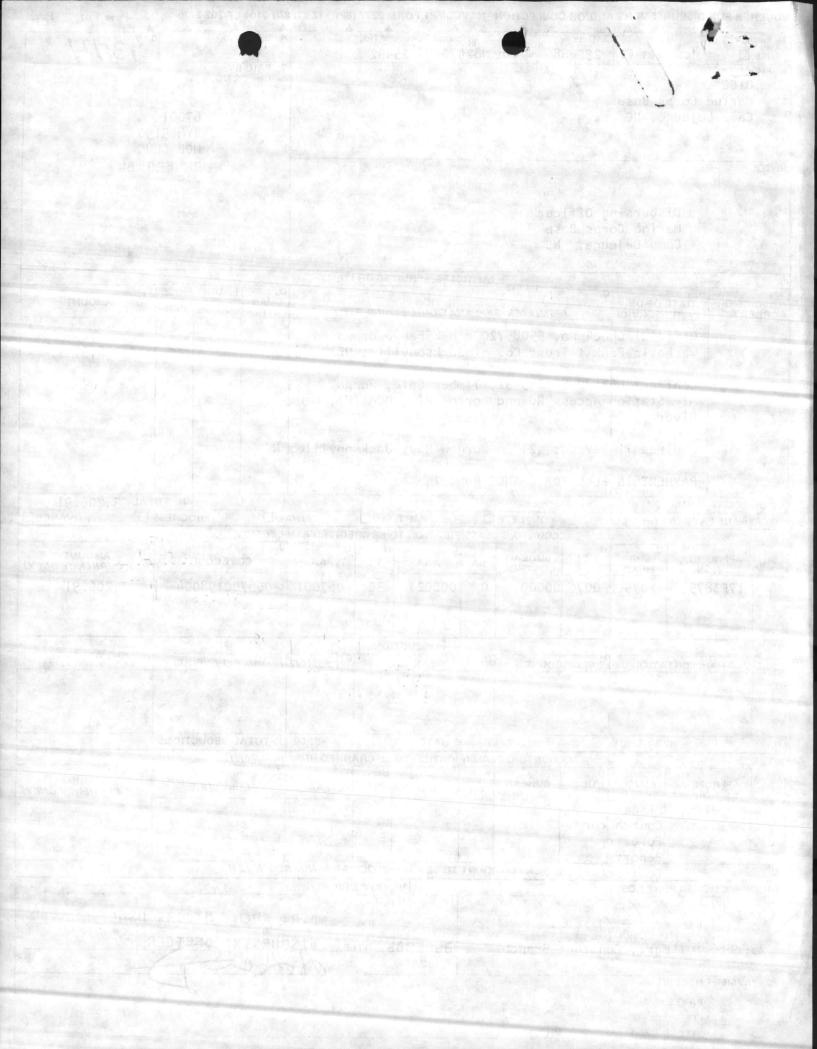
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11010 NREAD 26 Feb 1986

 From: Director, Natural Resources and Environmental Affairs Division, Marine Corps Base, Camp Lejeune
 To: Resident Officer in Charge of Construction, Jacksonville,

North Carolina Area

Subj: TIMBER SALE; ADDITION TO

Ref: (a) Contract No. N62470-86-8-5492

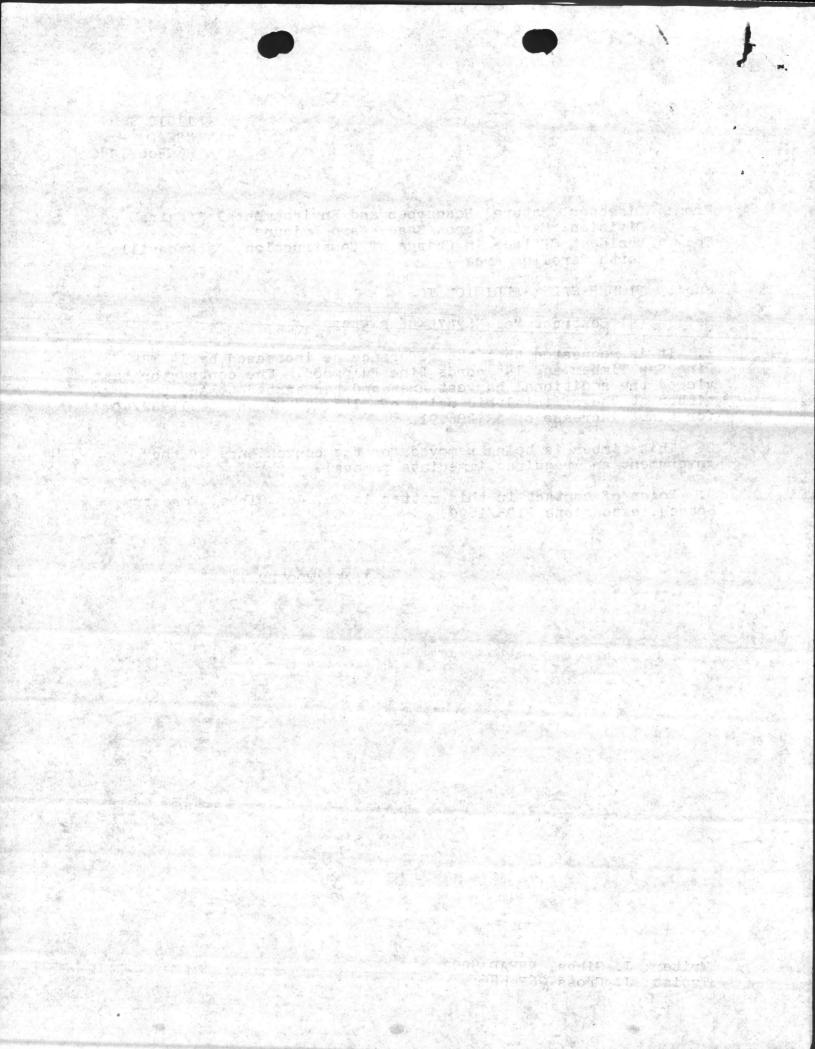
1. It is requested that the reference be increased by 14 MBF Pine Saw Timber and 144 cords Pine Pulpwood. The contractor has viewed the additional harvest area and has agreed to add the timber at the official bid price of \$145.00/MBF and \$8.17302/CD for a net increase of \$3,206.91.

2. This timber is being removed for the convenience of the government and requires immediate removal.

3. Point of contact in this matter is Mr. Jon Gibbs, Forestry Branch, extensions 2195/1690.

J. I. WOOTEN

Writer: J. Gibbs, NREAD 5003 Typist: J. Cross 26Feb86



11010 NREAD 26 Feb 1986

 From: Director, Natural Resources and Environmental Affairs Division, Marine Corps Base, Camp Lejeune
 To: Resident Officer in Charge of Construction, Jacksonville, North Carolina Area

Subj: TIMBER SALE; ADDITION TO

Ref: (a) Contract No. N62470-86-8-5492

1. It is requested that the reference be increased by 14 MBF Pine Saw Timber and 144 cords Pine Pulpwood. The contractor has viewed the additional harvest area and has agreed to add the timber at the official bid price of \$145.00/MBF and \$8.17302/CD for a net increase of \$3,206.91.

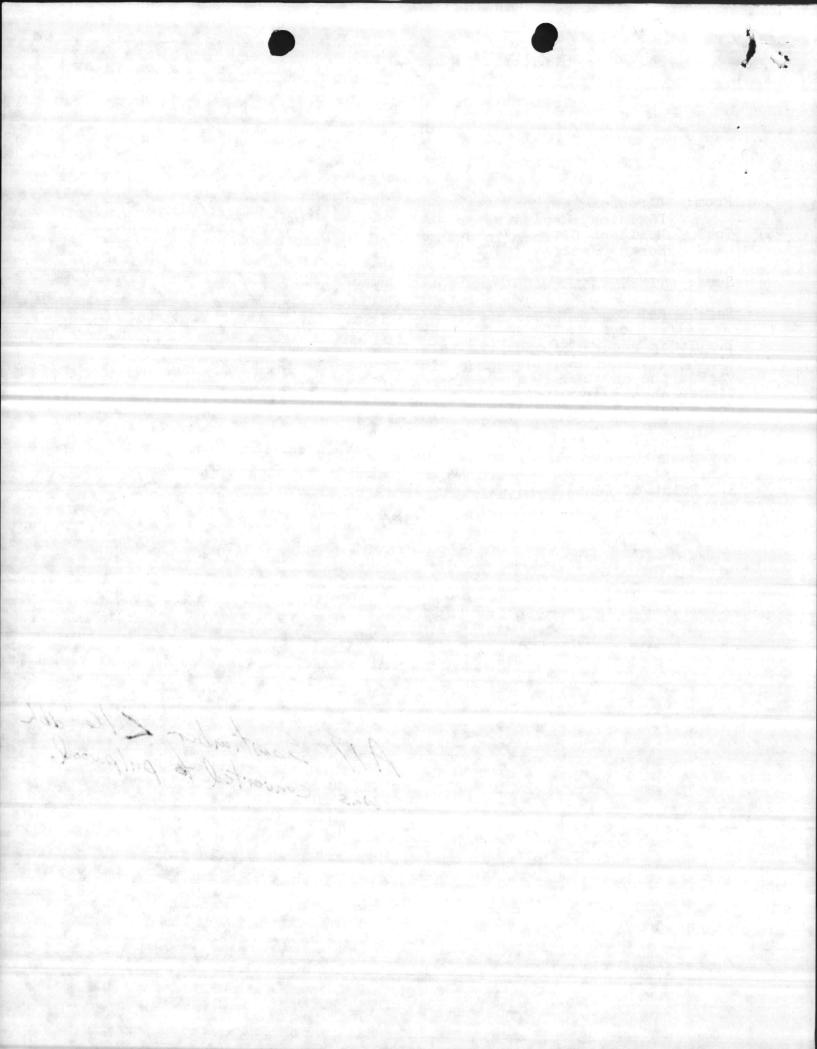
2. This timber is being removed for the convenience of the government and requires immediate removal.

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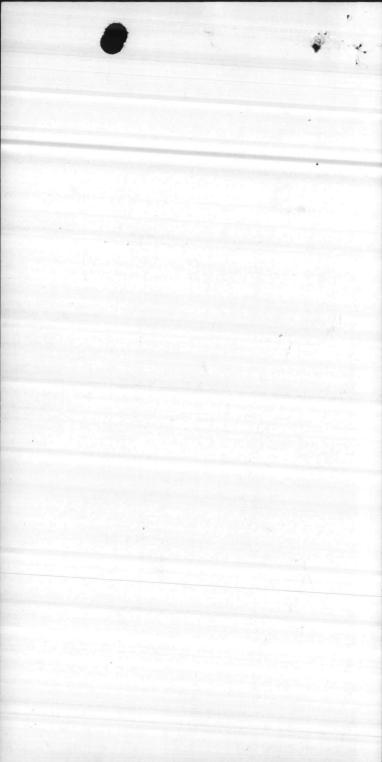
J. I. WOOTEN

All Sawtimber 2/6"dbh was converted to pulpwood.

Writer: J. Gibbs, NREAD 5003 Typist: J. Cross 26Feb86



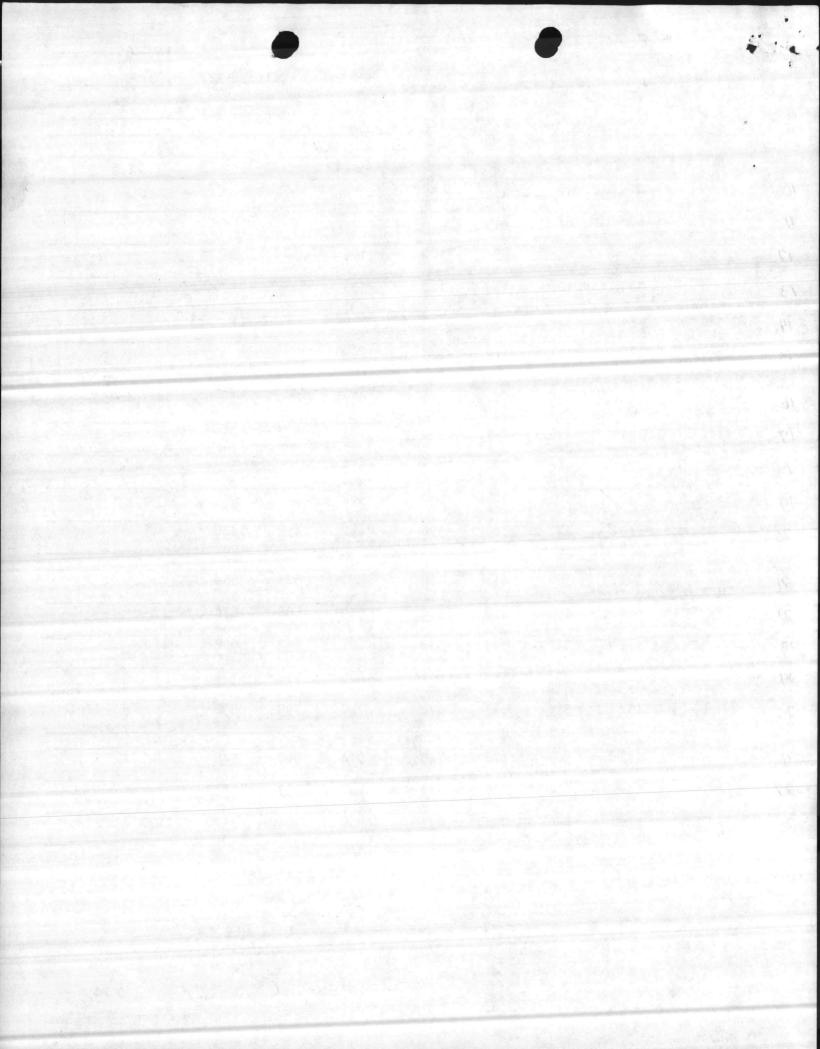
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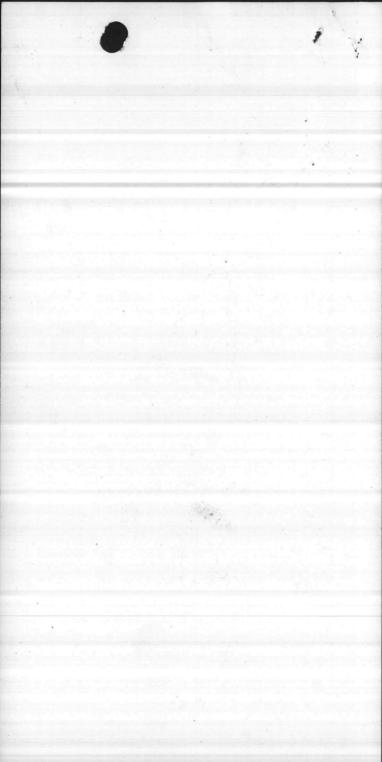
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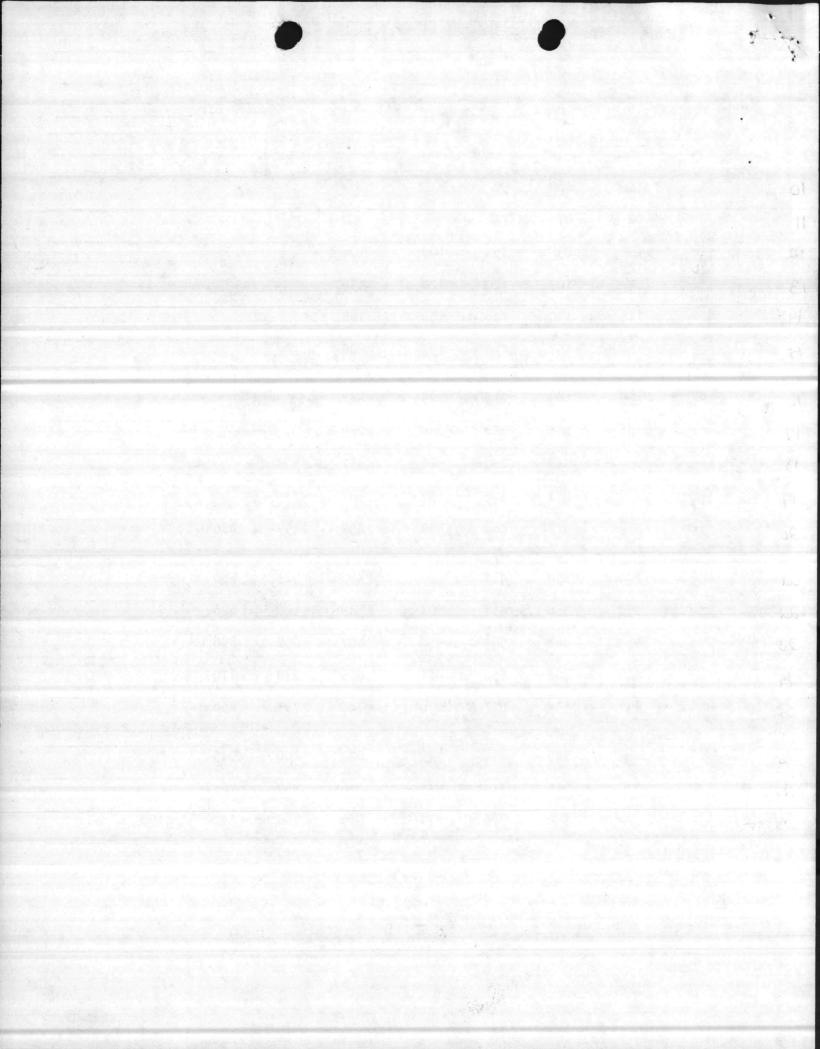


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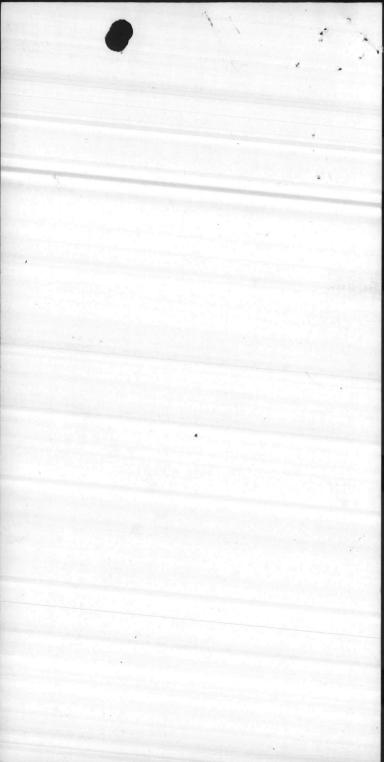
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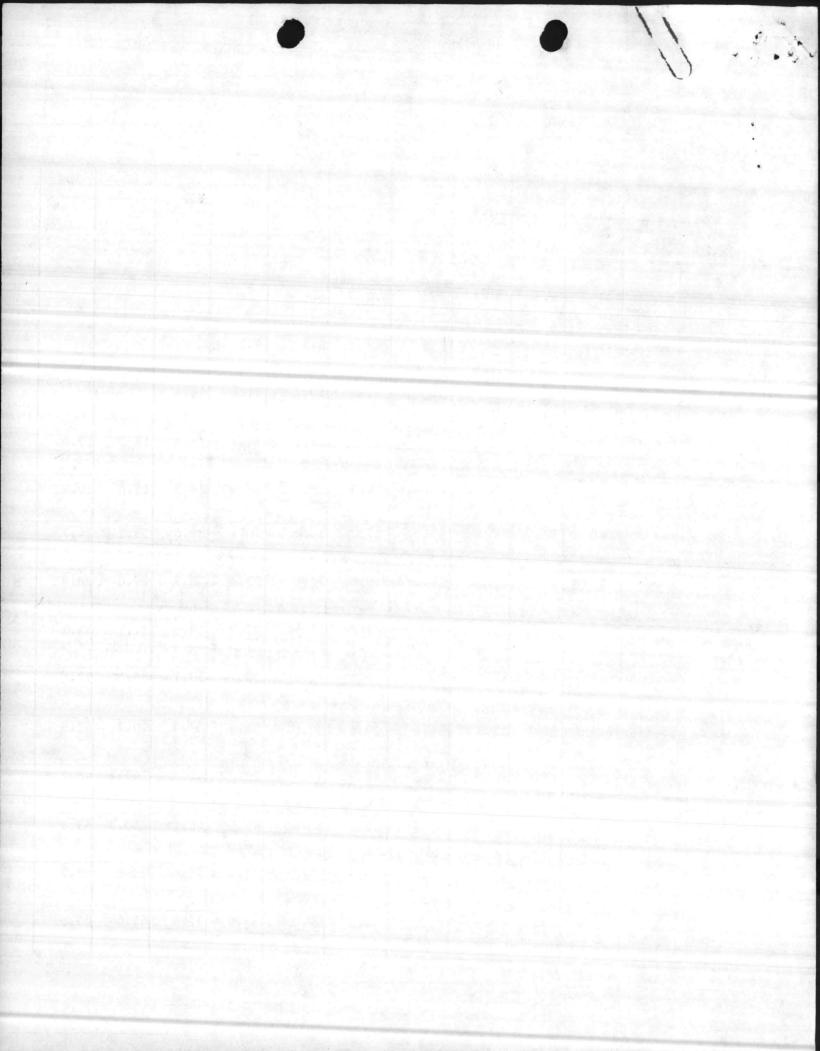
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### CONDITIONS/INSTRUCTIONS GOVERNING USE OF THIS FORM

NUT RELATED OR COLLEGIEN - LAVORET PICK RELATED

1. This form may be used as a disbursement voucher/billing document or collection document. Accordingly, Block 1 must always be completed, indicating which.

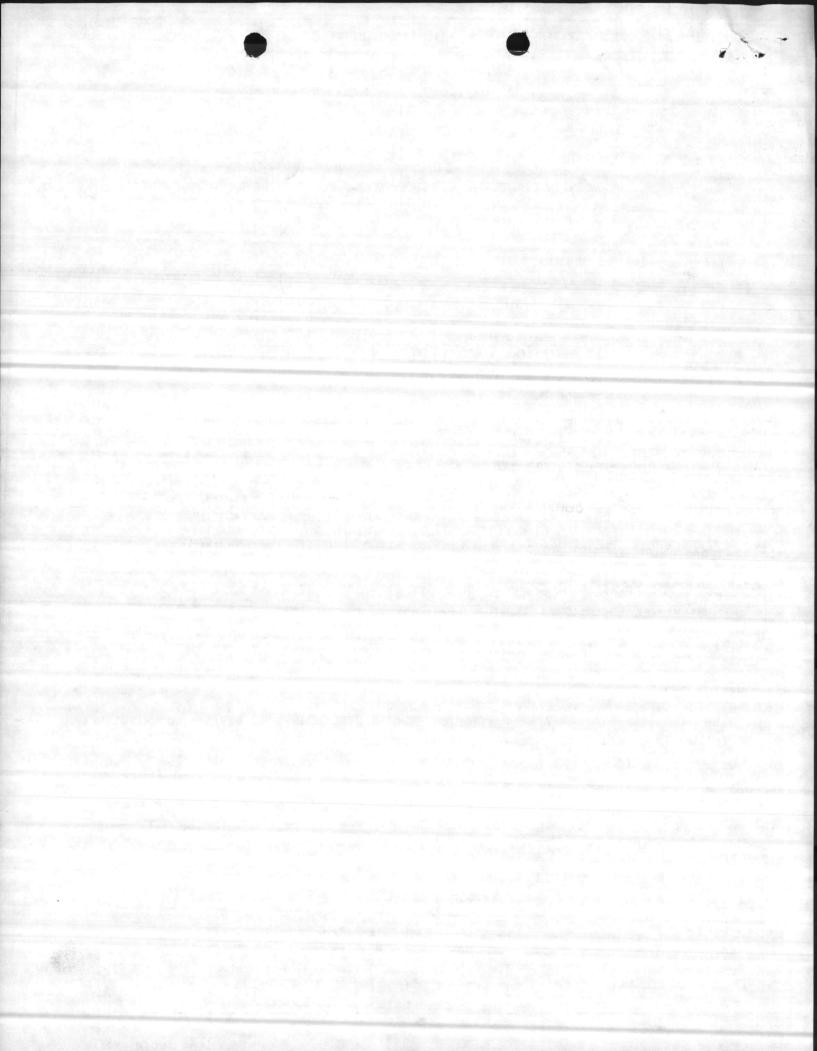
2. When amounts under Block 9F are stated in foreign currency, the name of the currency is to be entered in the space provided under Block 12H.

3. If the ability to certify and authority to approve are combined in one person, only one signature is necessary; otherwise the approving officer will sign in Block 16, over his official title.

4. When this document is used as a disbursement voucher and payment is to be made in cash, the voucher must be receipted, using the space provided in Block 18. When the voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs must appear. For example, "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

5. When used as a disbursement voucher/billing document the obligation and/or reimbursable order document number to which the disbursement or billing document applies must be cited in Block 3 on the reverse side.

<ul> <li>AMENDMENT OF SOLICITATION</li> </ul>					
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PU	RCHASE REQ. N	O. IS. PROJE	CT NO. (If applicable)
CHANGE P00001	13 February 86	13,54 3,54			
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Offers must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning submitted; or (c) By separate letter or telegram whi MENT TO BE RECEIVED AT THE PLACE DESIGN	copies of the amenda ch includes a reference to the ATED FOR THE RECEIP	nent: (b) By acknowled he solicitation and amen T OF OFFERS PRIOR	ging receipt of thi idment numbers. I TO THE HOUR A	s amendment on FAILURE OF YOND DATE SPEC	each copy of the offer OUR ACKNOWLEDG- CIFIED MAY RESULT
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11010 NREAD 10 Feb 1986

From: Director, Natural Resources and Environmental Affairs Division, Marine Corps Base, Camp Lejeune To: Resident Officer in Charge of Construction, Jacksonville, North Carolina Area

Subj: TIMBER SALE; ADDITION TO

Ref: (a) Contract #N62470-86-S-5492

1. It is requested that the reference be increased by 10.838 MBF pine sawtimber and 11.29 cords pine pulpwood. The contractor has viewed the additional harvest area and has agreed to add the timber at the official bid price of \$145.00/MBF and \$8.17302/CD for a net increase of \$1,663.78.

2. This timber is being removed, at the request of the government, for an extension to the access road.

3. Point of contact in this matter is Mr. Albert Henry, Forestry Branch, extensions 2195/1690.

J. I. WOOTEN

Writer: A. Henry, NREAD 5003 Typist: J. Cross 10Feb86



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## CONDITIONS/INSTRUCTIONS GOVERNING USE OF THIS FORM

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1. This form may be used as a disbursement voucher/billing document or collection document. Accordingly, Block 1 must always be completed, indicating which.

2. When amounts under Block 9F are stated in foreign currency, the name of the currency is to be entered in the space provided under Block 12H.

3. If the ability to certify and authority to approve are combined in one person, only one signature is necessary; otherwise the approving officer will sign in Block 16, over his official title.

4. When this document is used as a disbursement voucher and payment is to be made in cash, the voucher must be receipted, using the space provided in Block 18. When the voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs must appear. For example, "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

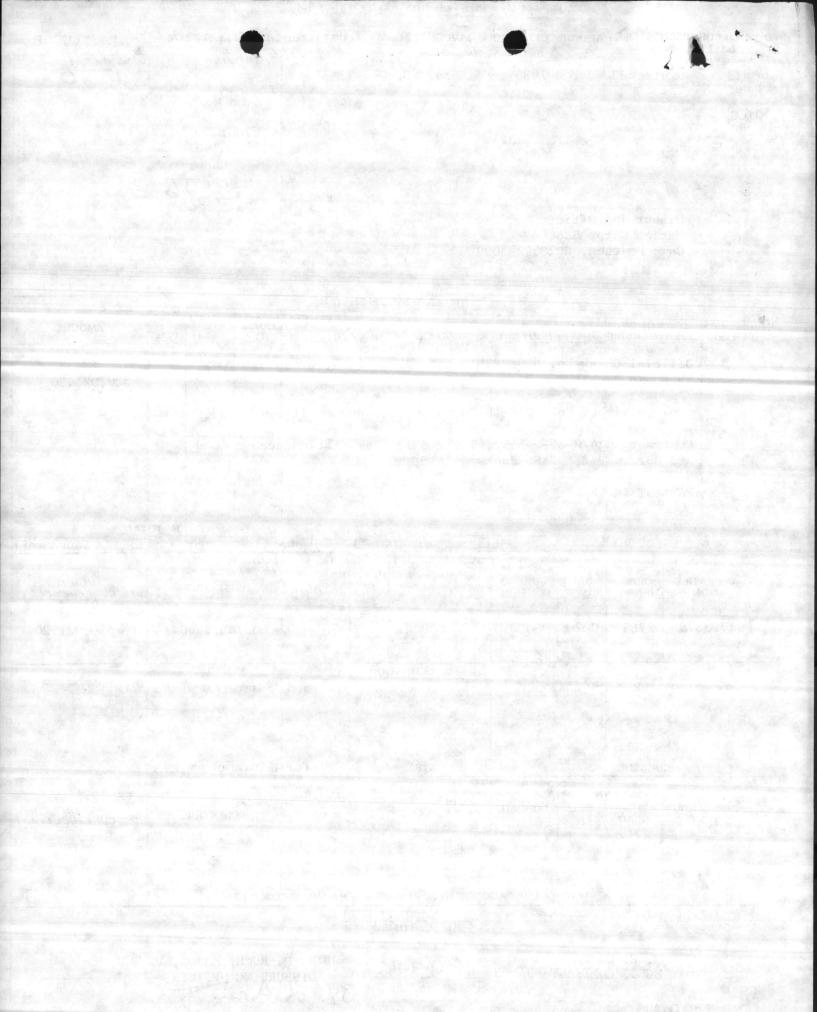
5. When used as a disbursement voucher/billing document the obligation and/or reimbursable order document number to which the disbursement or billing document applies must be cited in Block 3 on the reverse side.

S. W. S. M. M. F. S.

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TIMBER SALE FORMULATION OF GOVERNMENT ESTIMATE

1 Date of Estimate	Tax 27 8/ 2 location of sala Nia Stati Name DI I Roma D.T.
	Jan 27, 86 2. Location of Sale Air Station Access Rd & BORROW Pit
3. Type of Logging	lear Cul
4. Quantity	134 MBF 43 Cds pine 81 cds HD4Cds Avg Vol/Ac
5. Quality	Acres
Accessability	mbre Accessible at both locations (Hand packed dirt Rd)
7. Loggability The Side - Borrow Pi	Access Rd has a low spot which can be logged from either Thas a low spot but this should pose no problem
One big draw bac	ok - Access Rd long and NARROW,
8. Limitations and Res	strictions <u>30 days To complete</u>
9. Comparability to Re	erent Sales
Sale .	Acres Type Vol/A Govt Est TMS Bid
Selalio School	18 Clearcut 1.28 cds/pc \$100 00/100F \$15200/100F \$15200/100F \$13000/100F
New High School	73 CC 63 AC 5.21 MBF/AC \$13000/MBF \$16900/MBF \$1000/MBF \$1000/MBF \$1000/MBF \$1000/MBF \$1000/MBF
10. Stumpage Price TMS	a Date Dec 25 Based on all types of logging
-ot obtainpuge fiftee file	5 - Date <u>Vec</u> B3 Based on all types of logging Low High Avg Demand
Rate/MBF Rate/Cd	9600 12400 11300 Fair
11. Government Estimat	te $\frac{7^{40}}{1^{50}}$ Rate/MBF x $\frac{10^{50}}{1^{50}}$ = $\frac{10^{50}}{1^{50}}$ = $\frac{100^{50}}{1^{50}}$ = $\frac{100^{50}}{1^{50}}$ = $\frac{100^{50}}{100^{50}}$
	Rate/Cd x Vol in Cds/(Pine) = $9^{10}/cds \times 43 cds = 387 $
	Rate/MBF x Vol MBF/(Hardwood) = $2^{10}/cds \times 8/cds = 162^{10}$
	$Rate/Cd \times Vol in Cds/(Hardwood) = 2^{cds} \times 81^{cds} = 162^{cds}$ $To Tal$

