

FILE FOLDER

DESCRIPTION ON TAB:

SEED TREE REMOVAL

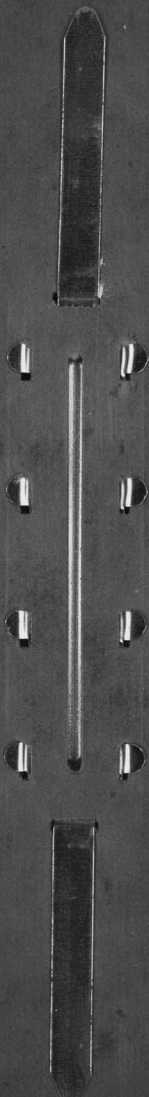
COMPARTMENTS 12, 31, & 50

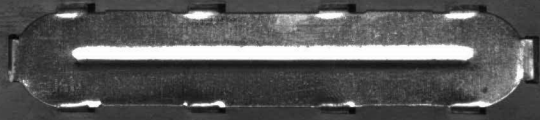
- Outside/inside of actual folder did not contain hand written information
- Outside/inside of actual folder did contain hand written information
*Scanned as next image

SEEDTREE

REMOVAL

COMPARTMENTS 12, 31-50





7530
990
EA 8884

Trusty

DUPLICATE

CONTRACT N62470-84-S-7816

SPECIFICATION NO. 05-84-7816 AND AMENDMENT NO. 1

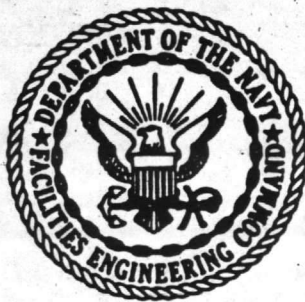
GEORGIA-PACIFIC CORPORATION
(Contractor)

for

SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER
NORTH VERONA LOOP

at the

MARINE CORPS BASE,
CAMP LEJEUNE, NORTH CAROLINA



D.O.

DRO NO.

DATE

142-84

FEB 2 1984

NAVAL FACILITIES ENGINEERING COMMAND
DEPARTMENT OF THE NAVY

150

SALE OF GOVERNMENT PROPERTY—BID AND AWARD

INVITATION FOR BIDS NO.
N62470-84-B-7816

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 and Amendment No. 1

SAME

FOR INFORMATION CONTACT (Name & tel. no.)

Officer in Charge
Telephone:
919-451-2581

BIDS WILL BE OPENED AT 2:00 PM, 17 JANUARY 1984

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

Scaled 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 _____ (Copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.) (2) BID DEPOSIT IN AN AMOUNT NOT LESS THAN 20 % OF THE TOTAL BID. IS REQUIRED

(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 SF114C and Paragraph 4 of Specification Section 01011 and Paragraph 3 of Specification Section 01013.

The entire work shall be completed prior to 30 September 1984.

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 \$ 200.00 and attached is the bid deposit, when required by the Invitation, in the form(s) of Cashiers Check, in the amount of \$ 40.00

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)
Georgia-Pacific Corporation
N. C. Timber Department
P. O. Box 727
Whiteville, N. C. 28472
TELEPHONE NUMBER: 919-642-3193
BIDDER IDENTIFICATION NO. (If applicable):

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

James A. Miller

SIGNER'S NAME & TITLE (Type or print)

James A. Miller, Manager
N. C. Timber Department

DATE OF BID

17 Jan 1984

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

ACCEPTED AS TO ITEM(S) NUMBERED

BASE BID

UNITED STATES OF AMERICA

BY /s/ C. A. JOHANNESMEYER
(Contracting Officer)

DATE OF ACCEPTANCE

23 JAN 1984

TOTAL AMOUNT

\$200.00

CONTRACT NUMBER(S)

N62470-84-S-7816

NAME AND TITLE OF CONTRACTING OFFICER

C. A. JOHANNESMEYER, CDR, CEC, USN
FOR COMMANDER, NAVFACENGCOM
(Contracting Officer)

BUDGET BUREAU NO. 29-R0022

COMPLETION DATE:
30 SEPTEMBER 1984

SPEC. NO. 05-84-7816

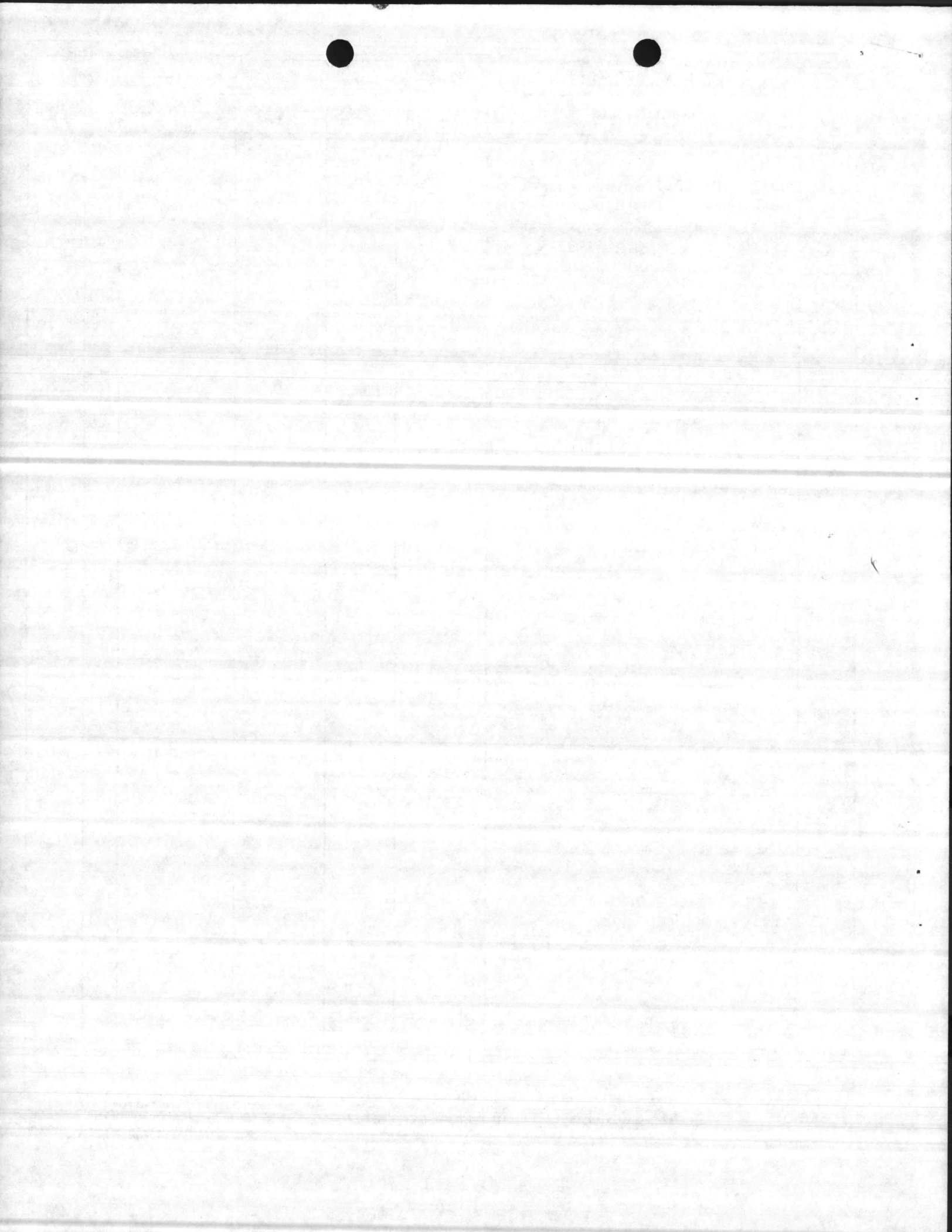
This procurement is NOT set-aside for Small Business concerns;
however, Standard Industrial Classification No. 0851 applies
and the applicable size standard for this procurement is
\$2,000,000.00.

SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BID

IFB NUMBER
470-84-B-7816

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	
		ESTIMATED					
1.	<p>BASE BID. Price for the entire work, complete, in accordance with the specification, based on the following estimated quantities of work:</p> <p>Pine Pulpwood</p> <p>Award of the contract, if made, will be made to the highest conforming bidder on Base Bid.</p>	10	CDS	20.00	\$ 200	00	
BID NO.—TO BE FILLED IN BY SALES OFFICE		NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)					



SALE OF GOVERNMENT PROPERTY

GENERAL SALE TERMS AND CONDITIONS

INFORMATION 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. TITL

Unless sold here effected. equipme agency, for each

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

erty
il is
wn
ory
hed

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)

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

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. The Contracting Officer shall furnish a copy thereof to the Purchaser. The Contracting Officer shall be final and his decision shall be binding on the Bidder or Purchaser from the date of his decision. The Contracting Officer shall, upon request, furnish to the Bidder or Purchaser a copy of his decision. The Contracting Officer shall have jurisdiction to hear and determine any dispute, or so grossly erroneous as to be not supported by substantial evidence, or any appeal proceeding under this clause, if the Bidder or Purchaser is afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(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 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 primarily owned and operated, is not dominant in its field of business, and can further qualify under the following criteria:

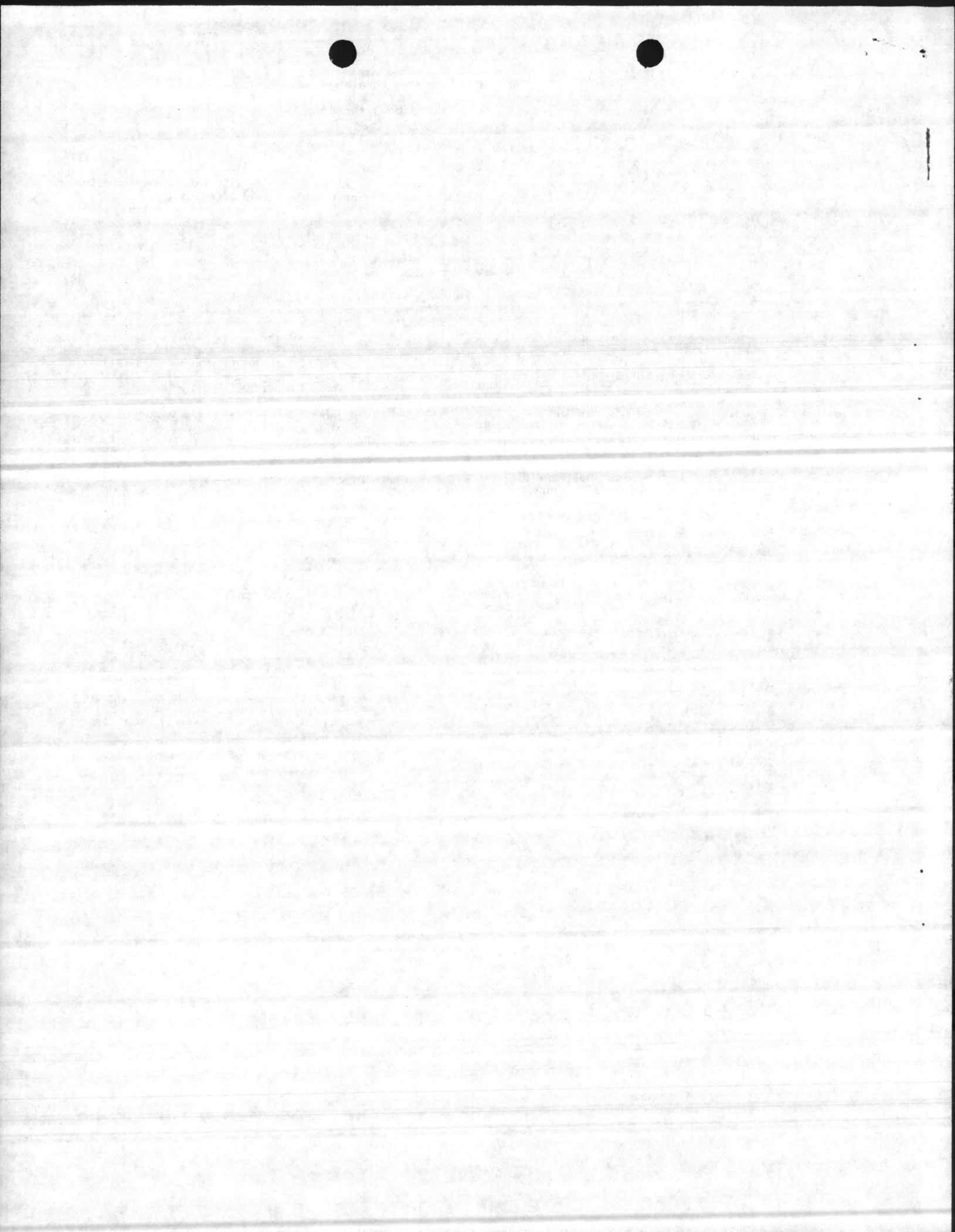
(1) *Manufacture*
manufacturing
ceed 500
en

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

engaged in
es not ex
primarily
small if
persons and it
day crude-oil capa

Any concern which is primarily engaged in the sale of timber, as specified in subparagraph (3) of this clause, shall be considered a small business concern if its annual sales or annual receipts for its preceding 3 fiscal years do not exceed \$5 million.

(3) *Multiple 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.



MARCH 1979

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, 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 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

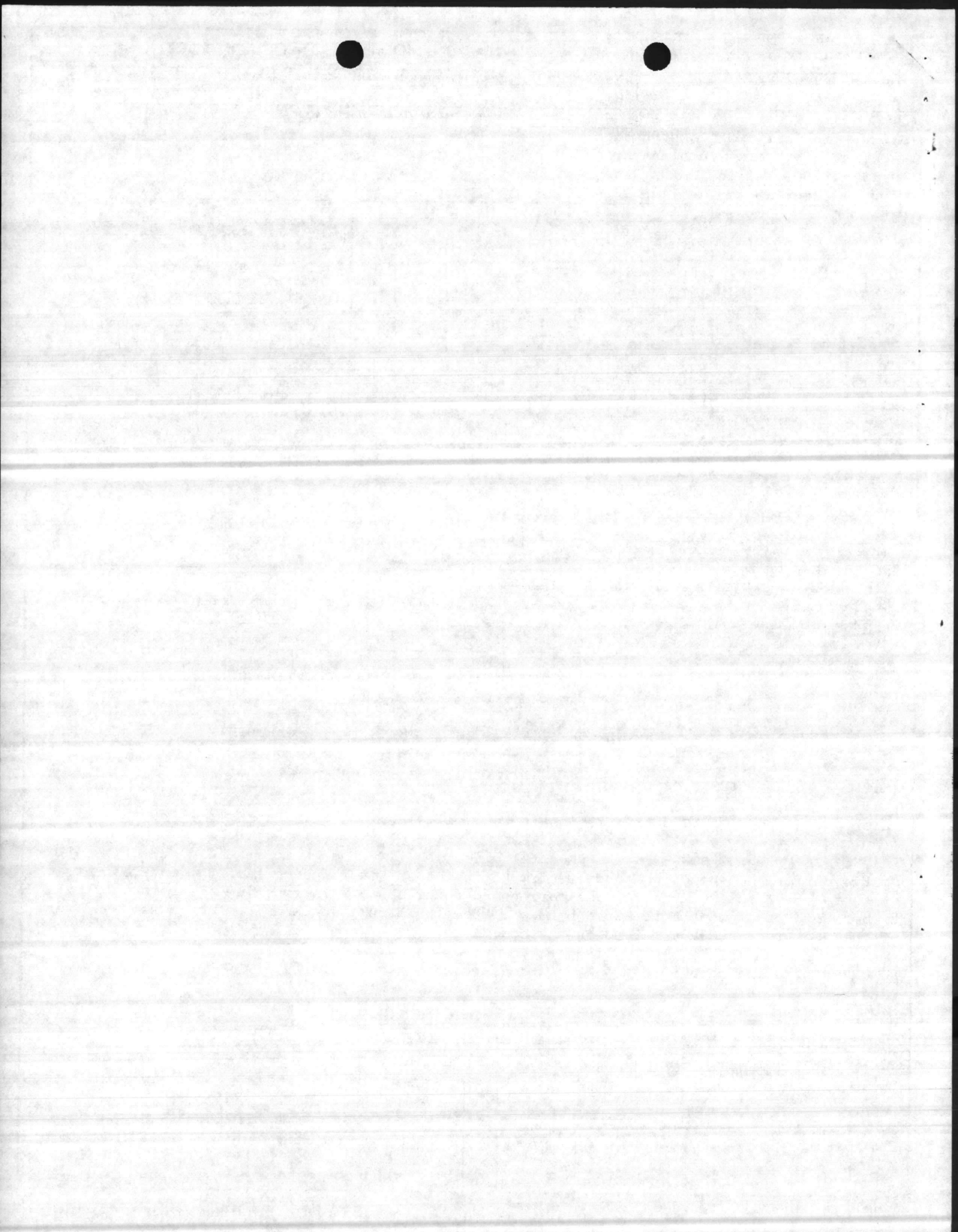
1. On the amount found due on claims submitted under this clause;
2. At the rates fixed by the Secretary of the Treasury, under the Renegotiation Act, Public Law 92-41;
3. From the date the Contracting Officer receives the claim, until the Government makes payment.

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."

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. NO. 1		2. EFFECTIVE DATE 19 Dec 83	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable) Spec. No. 05-84-7816
5. ISSUED BY Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542		CODE 406	6. ADMINISTERED BY (If other than block 5) CODE	
7. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, state, and ZIP Code)</i>			8. AMENDMENT OF SOLICITATION NO. N62470-84-B-7816 DATED 19 Dec 83 (See block 9) MODIFICATION OF CONTRACT/ORDER NO. _____ DATED _____ (See block 11)	
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
10. ACCOUNTING AND APPROPRIATION DATA (If required)				
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 12.				
12. DESCRIPTION OF AMENDMENT/MODIFICATION <p style="text-align: center;">SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER NORTH VERONA LOOP at the MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA</p>				
SECTION 01013. BIDS After paragraph 2. BID GUARANTY, insert the following: "3. PERFORMANCE BOND: The successful bidder, before the award of the contract, shall post a performance bond on Standard Form 25 in the sum of 25 percent of the entire contract price to cover the Purchaser's obligation and undertaking in harvesting and removal of timber under this contract. Such bond will remain in full force and effect during the term of this contract and any extension thereof." RENUMBER existing paragraphs 3, 4, 5, 6, 7 and 8 to read 4, 5, 6, 7 and 8.				
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.				
13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE				
14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)			17. UNITED STATES OF AMERICA M. L. ENNETT By direction (Signature of Contracting Officer)	
15. NAME AND TITLE OF SIGNER (Type or print)		16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print) C. A. JOHANNESMEYER, CDR, CEC, USN for COMNAVFACENGCOM	19. DATE SIGNED 19 Dec 83



NOTICE:

BIDS TO BE OPENED AT 2:00 P.M.
JAN 17 1984 at the office of
Officer in Charge of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

CONTRACT N62470-84-B-7816

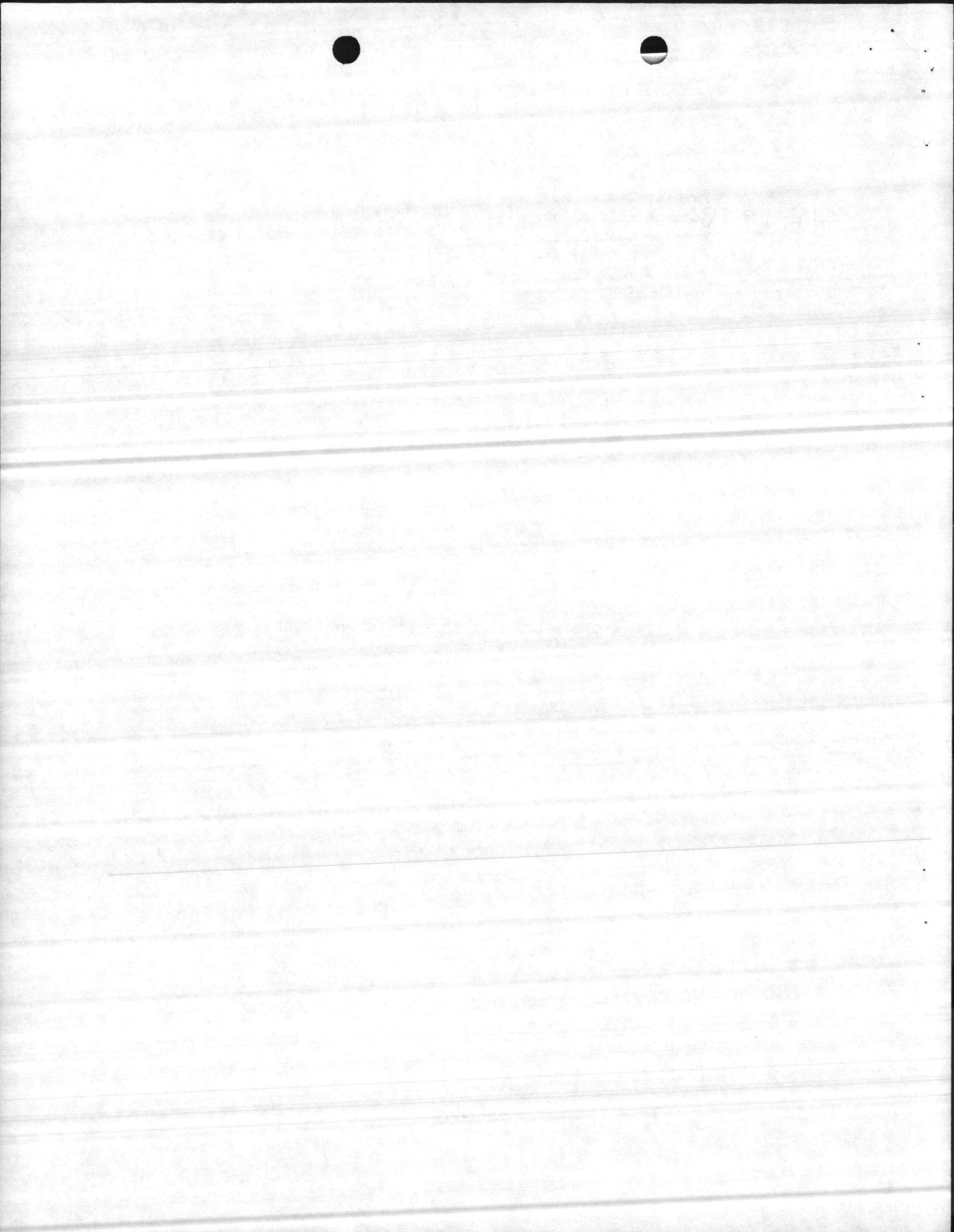
NAVFAC SPECIFICATION
NO. 05-84-7816

SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER
NORTH VERONA LOOP

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

05-84-7816



CONTENTS

DIVISION

1. GENERAL REQUIREMENTS

SECTION

01011. General Paragraphs

01013. Bids

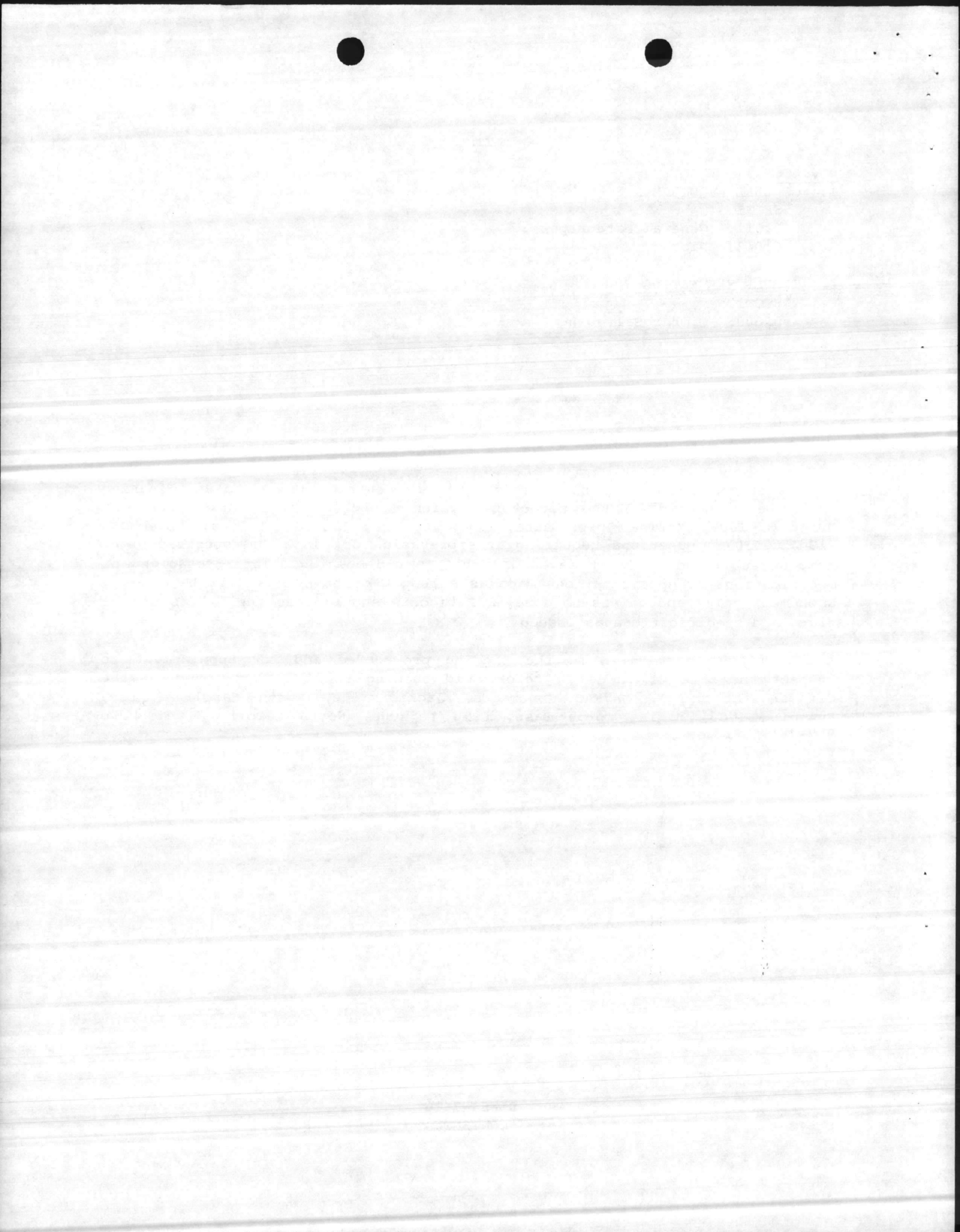
2. TIMBER HARVESTING

SECTION

02000. Timber Salvaging

All questions concerning the specifications occurring prior to bid opening shall be presented to the Director, 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 seven 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 and 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.



SECTION 01011
GENERAL PARAGRAPHS

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning of this contract to remove infested trees and suspected infested trees as a means of eliminating southern pine beetle infestations within the forests at Camp Lejeune.

2. GENERAL DESCRIPTION: Several spots of known southern pine beetle activity are marked on the accompanying plate. Additional discoveries of infestation are likely. The Government will add to the contract quantity those discoveries within the contract's geographic boundaries as the contract work proceeds. There will be at least ten merchantable trees marked for removal at each spot of infestation. Purchaser shall fell and remove from the site the trunks of all marked merchantable timber at each spot, and he shall lop the abandoned tops of those trees so that the full lengths of their stems are in contact with the ground. All tops and limbs must be within the sale area.

3. LOCATION: The work shall be located on Camp Lejeune property within the geographic boundaries marked on the accompanying plate. The merchantable timber to be salvaged is indicated by markings on the trees.

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

IN CLAUSE 6, PAYMENT, of Standard Form 114-C, add the following:

"For payment purposes, the quantity of timber to be salvaged will be calculated according to Volume Tables used by Coastal Plain Units of the U. S. Forest Service in Region 8 (86 cubic feet equals one cord). A minimum of 10 cords of timber for salvage as pulpwood are marked initially for removal among the several identified infestation spots, and Purchaser shall pay the Government for the initial 10 cords prior to beginning work. Provided sufficient additional trees have been marked and added to the contract removal so as to exceed the initial 10 cords, Purchaser shall make payment for a second increment of 50 cords before he exceeds the first 10 cords of salvage, payment to be at the same unit price as bid. Similarly, as even more trees are identified for salvage, Purchaser shall pay in advance before beginning to salvage the next 50-cord increment. When Purchaser has completed the removal of all identified infestations in his contract area, pro rata refund will be made for calculated shortfall in the final 50-cord increment."

5. TIME OF COMPLETION: The entire work shall be completed prior to 30 September 1984.

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.

PLATE NUMBER

1

TITLE

North Verona Loop, S.P.B. Salvage Area

05-84-5816

01011 - 1

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: Time is of the essence in controlling the southern pine beetle infestations and Purchaser will be required to begin on-site salvage operations within seven days of notice of award and have cutting operations underway in all identified infestation spots within 30 calendar days after notice of award. Purchaser shall obtain sufficient personnel and equipment to satisfy the aforementioned start-up requirement and then to continue salvage operations in all areas concurrently until each is completed. As newly discovered infestations are added to the contract, Purchaser shall begin work in each new area within seven days after notification and continue salvage operations until all marked trees have been removed.

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 Officer in Charge of Construction (OICC) Representative will post "OFF LIMITS" buffer zone/colony site(s) prior to logging operations. These areas are designated on the sales 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 OICC 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:

<u>Type of Insurance</u>	<u>COVERAGE</u>		
	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
2. Automobile Liability	\$300,000	\$1,000,000	\$100,000
3. Workmen's Compensation	As required		
4. Other as Required by State Law)			

(b) Prior to commencement of work hereunder, the Contractor shall furnish to the OICC 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 general 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 (Helicopter), 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, Rural Route 6, Box 53, Wilmington, North Carolina 28504; telephong 919-343-4667. 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:

ADD the following to 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)".

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 Pulpwood	10 cords	\$ _____	\$ _____

The timber is to be sold on a per cord basis.

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 SPB DAMAGED TIMBER, NORTH VERONA LOOP, Specification No. 05-84-7816" 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 fell and remove all marked trees at spots of southern pine beetle infestation 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 felled and removed will be marked with orange or yellow paint approximately 4-1/2 feet above the ground and at the stump. Trees marked with orange paint, designating S.P.B. buffer zones, will be removed first, followed by infested trees marked with yellow paint. All marked trees shall be felled and their merchantable portion removed from the Base. All trees cut which have no orange or yellow marking will be paid for as specified under the "DAMAGE TO STANDING TIMBER" paragraph.

3. QUANTITY: The initial quantity of timber to be salvaged under this contract is ten cords of pine pulpwood. As long as the contract is in progress, the Contracting Officer will enlarge identified spots of infestation or identify and mark additional spots for salvage as necessary to arrest the southern pine beetle infestation.

3.1 As with the initial spots, each new spot of infestation will contain at least ten merchantable trees to be salvaged.

3.2 The contract quantity will be adjusted according to tree tally.

3.3 Total contract quantity will not exceed 1,500 cords.

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 sale area must be pulled into the sale area immediately after felling. The stumps of all marked trees, when cut, shall not extend more than six inches above ground at any point. The OICC or his representative will determine the order in which southern pine beetle spots will be harvested.

5. MERCHANTABILITY: Trees are classified merchantable when the diameter outside of bark is five inches or larger when measured 4-1/2 feet above the ground and the top diameter outside of bark is four inches or greater when measured 15 feet above the ground. Only merchantable trees are to be marked and cut.

6. SLASH DISPOSAL: All slash shall be removed a distance of 25 feet from all roads, trails, fences, bridges, culverts, drainageways, and other structures designated on the sale area map, provided that it is not removed outside the limits of marked trees defining the infestation spot. All tops not salvaged shall be lopped so that the main trunk is in full-length direct contact with the soil. Lopping shall 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. DAMAGE TO STANDING TIMBER: The harvesting of trees under this specification shall be accomplished with the use of conventional logging equipment and the application of standard forestry practices currently in use in this area. Work shall be conducted in such a manner which will minimize damage to all species. Skidding with tractors having a bulldozer blade wider than the width of the equipment is prohibited. The use of crawler-type equipment in the woods will be restricted to: (1) the maintenance of established trails currently graded and maintained by the Base, (2) the construction and maintenance of necessary new haul trails as approved by the OICC, (3) the assistance of disabled vehicles, (4) skidding and bunching logs or pulpwood or fuelwood along maintained Base gravel or dirt trails, and (5) within the limits of designated areas to be cut only for felling trees, with no other uses permitted without prior approval. All unmarked trees cut or excessively damaged by careless operations of the Purchaser shall be paid for at the rate of \$1.00 per diameter inch for trees up to 12 inches in diameter outside bark (dob) across the stump, if cut, or at 4-1/2 feet (dbh) outside bark above the ground, if uncut; \$2.00 per diameter inch for trees between 12.1 inches and 18 inches; and \$3.00 per diameter inch for all trees 18.1 inches in diameter or larger. All penalties will be determined by the OICC. When directed by the OICC, damaged trees shall be salvaged. The exception to the foregoing penalty will be when, of necessity, with prior approval of the OICC additional trees are cut for necessary access to roads or trails to facilitate logging operations. In these cases, the additional volume in trees of more than 5 inches dbh will be paid for at the bid prices. Stumpage damaged by fire caused by the negligence or fault of the Purchaser shall be cut. The Government will mark and tally such stumpage and the Purchaser shall buck it into timber products and remove it from the Base as directed. Payment for such fire damaged and removed products shall be made by the Purchaser at double the bid price for pine pulpwood and double the prices listed for the products, other than pine pulpwood, in the current Timber Mart South.

8. TEMPORARY FACILITIES: The construction of temporary structures, roads, or other improvements necessary 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 are approved in advance by the Contracting Officer. The Purchaser will 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 turn-offs where available. Where such existing roads and turn-offs 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. Ingress to the areas to be cut should be directly from a road and then up and down the area to be cut insofar as possible. Egress should follow the reverse procedure.

9. SANITATION: Adequate sanitary conveniences of an approved type, properly secluded from public observation, shall be constructed and maintained in an approved manner for use of persons employed on the work. All temporary structures and the ground adjacent thereto, shall be maintained in a clean, sanitary condition and rubbish shall be disposed of satisfactorily. All buildings, toilets, garbage pits, and other structures shall be located so as to prevent pollution of the water in streams and shall be constructed and maintained to prevent the breeding of flies or the development of unsanitary conditions.

10. PROTECTION OF STREAMS AND STREAMSIDE AREAS: All operations, including the construction of roads and other facilities, shall be conducted in a manner to minimize damage to stream courses and streamside areas. Logs shall not be hauled, skidded, or yarded in or across any stream course without approval. Stream courses shall be cleared of logs, chunks, and debris resulting from operations under this specification by the Purchaser.

11. PREVENTION AND CONTROL OF SOIL EROSION AND SOIL DAMAGE: The Purchaser shall take all practicable precautions to prevent or minimize soil erosion and 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. Refraining from operation of logging equipment when ground conditions are such that excessive soil damage will result. To avoid such damage, the OICC may suspend logging operations in whole or in part for such periods as are necessary.

Damage attributable to the Purchaser's operations under the contract, which is determined by the OICC as excessive or was avoidable, shall be repaired by the Purchaser as soon as practicable to prevent accelerated erosion or soil damage. After logging operations have been completed in each of the various areas, the Purchaser shall repair in a satisfactory manner all damage resulting from his operation which will cause accelerated soil erosion or reduce the productive capacity of the soil.

12. REMOVAL OF PLANT AND CLEANING UP: When temporary structures or other improvements are moved to another location or are abandoned, the Purchaser shall burn or otherwise dispose of all abandoned structures and debris, and except for slash, shall clean up the site. Upon the completion of the work, the Purchaser shall remove his plant, tools, materials, and other articles from the property of the Government.

13. REPAIRS OR REPLACEMENT OF DAMAGED WORK: Existing roads, bridges, culverts, fences, utility lines, buildings, and other facilities damaged by operations of the Purchaser shall be repaired or replaced as directed without

cost to the Government. Repaired or replaced work shall be in a condition as good as existed prior to the start of the work. Existing roads used by the Purchaser shall, at all times, be maintained usable and shall be kept passable and clear for Government traffic.

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 will immediately call the Officer in Charge of Construction reporting time and location of trouble.

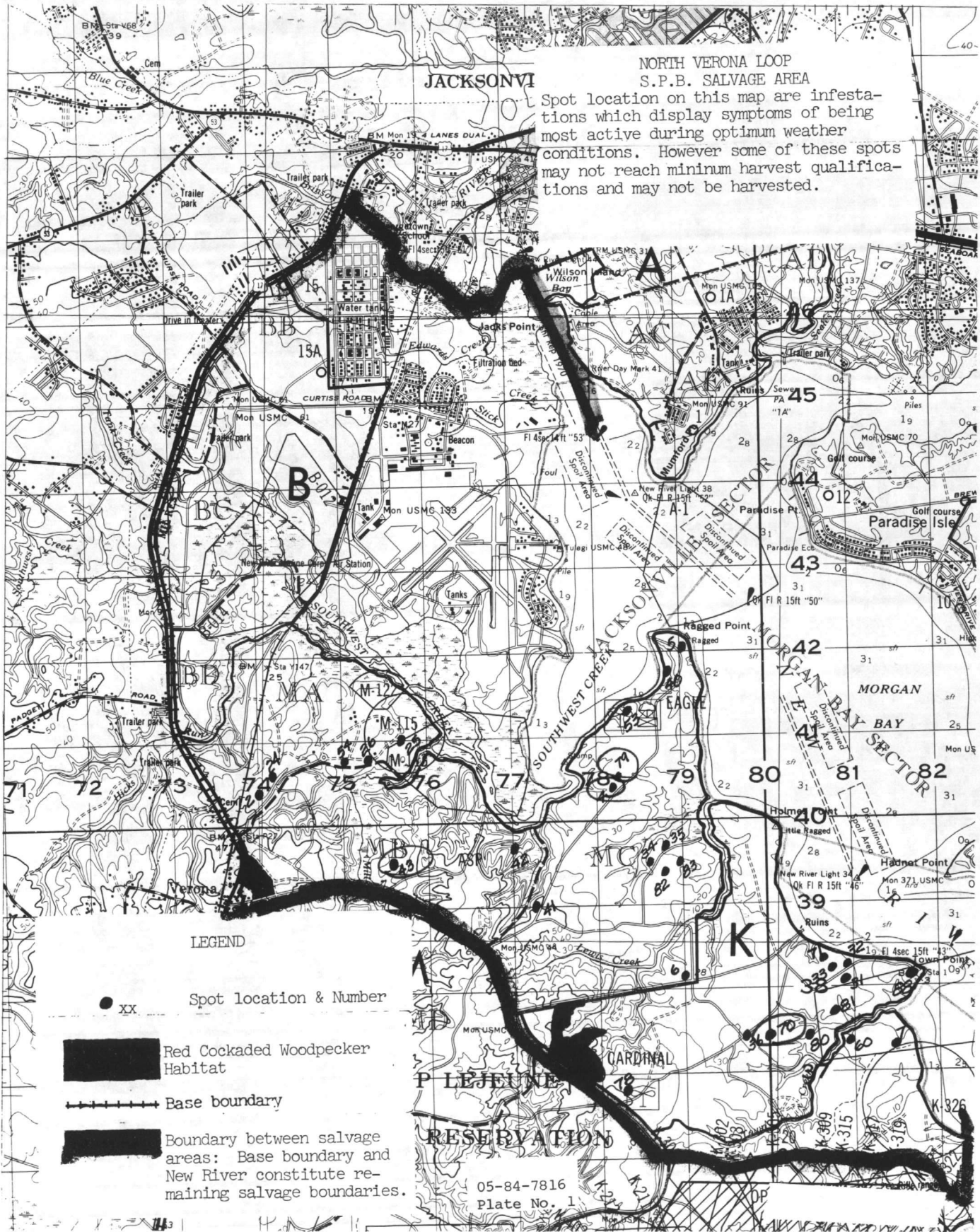
15. TIMBER MARKING EQUIPMENT: The Purchaser, subcontractors, agents, servants and employees are prohibited from bringing on the Base, or having in their possession while on the Base, paint or equipment for timber marking. Any violation hereunder shall make this contract, at the option of the OICC, subject 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 and waste oil and lubricants. Any repair or maintenance which could result in leakage or spillage of oil, fuel 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. Such work must be done so it is not visible from the roads or trails insofar as possible. 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 OICC or his representative. The Purchaser's representative must be a competent individual who is approved by the OICC prior to commencement of this contract. If this representative proves incompetent or fails to take action on instructions given him by the OICC 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 OICC or his representative to safely and economically scale, inspect the cutting, logging, construction or other activity of the Purchaser and to conduct their other official duties in the sale area and vicinity.

END OF SECTION



JACKSONVILLE

**NORTH VERONA LOOP
S.P.B. SALVAGE AREA**

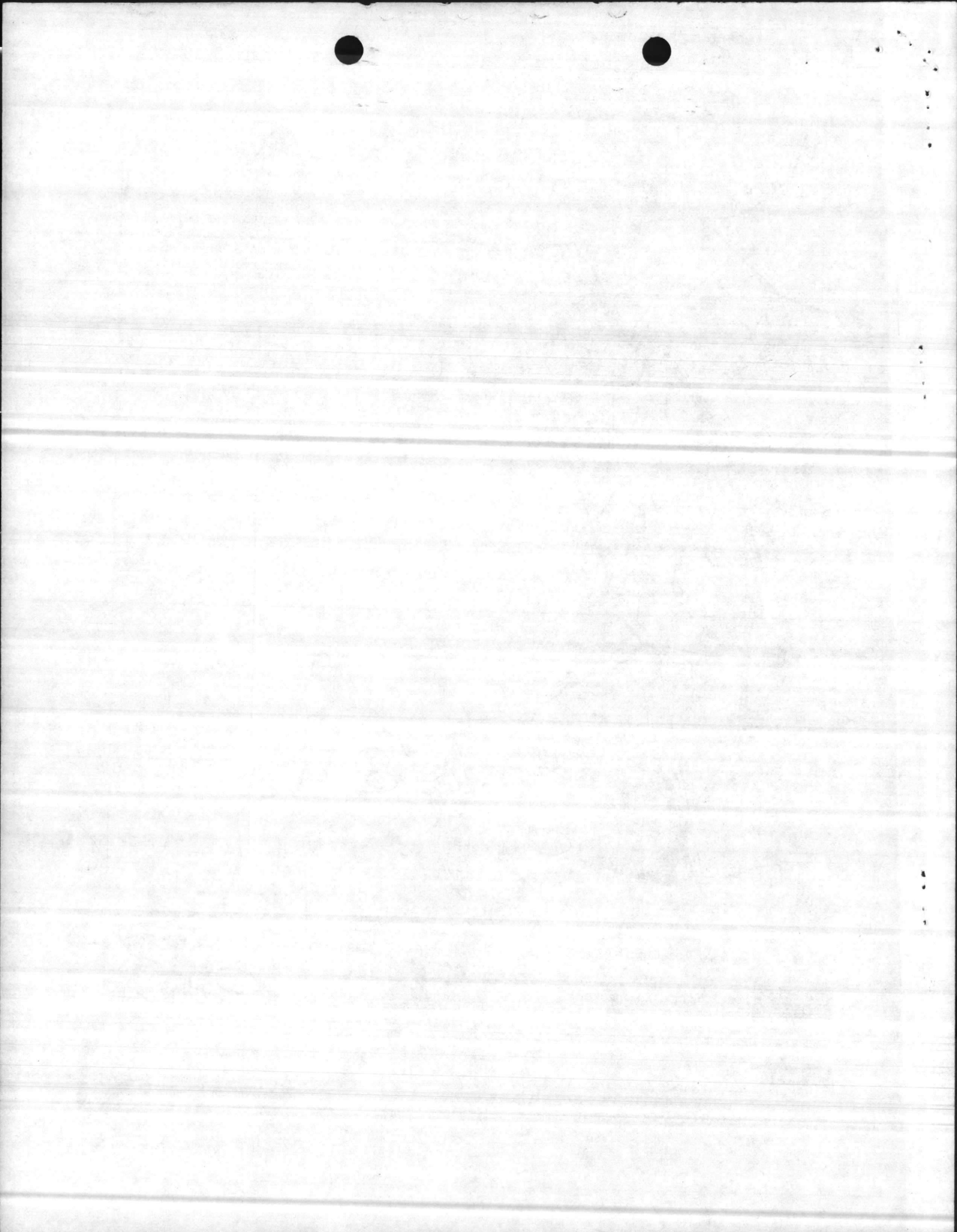
Spot location on this map are infestations which display symptoms of being most active during optimum weather conditions. However some of these spots may not reach minimum harvest qualifications and may not be harvested.

LEGEND

- xx Spot location & Number
- Red Cockaded Woodpecker Habitat
- Base boundary
- Boundary between salvage areas: Base boundary and New River constitute remaining salvage boundaries.

RESERVATION

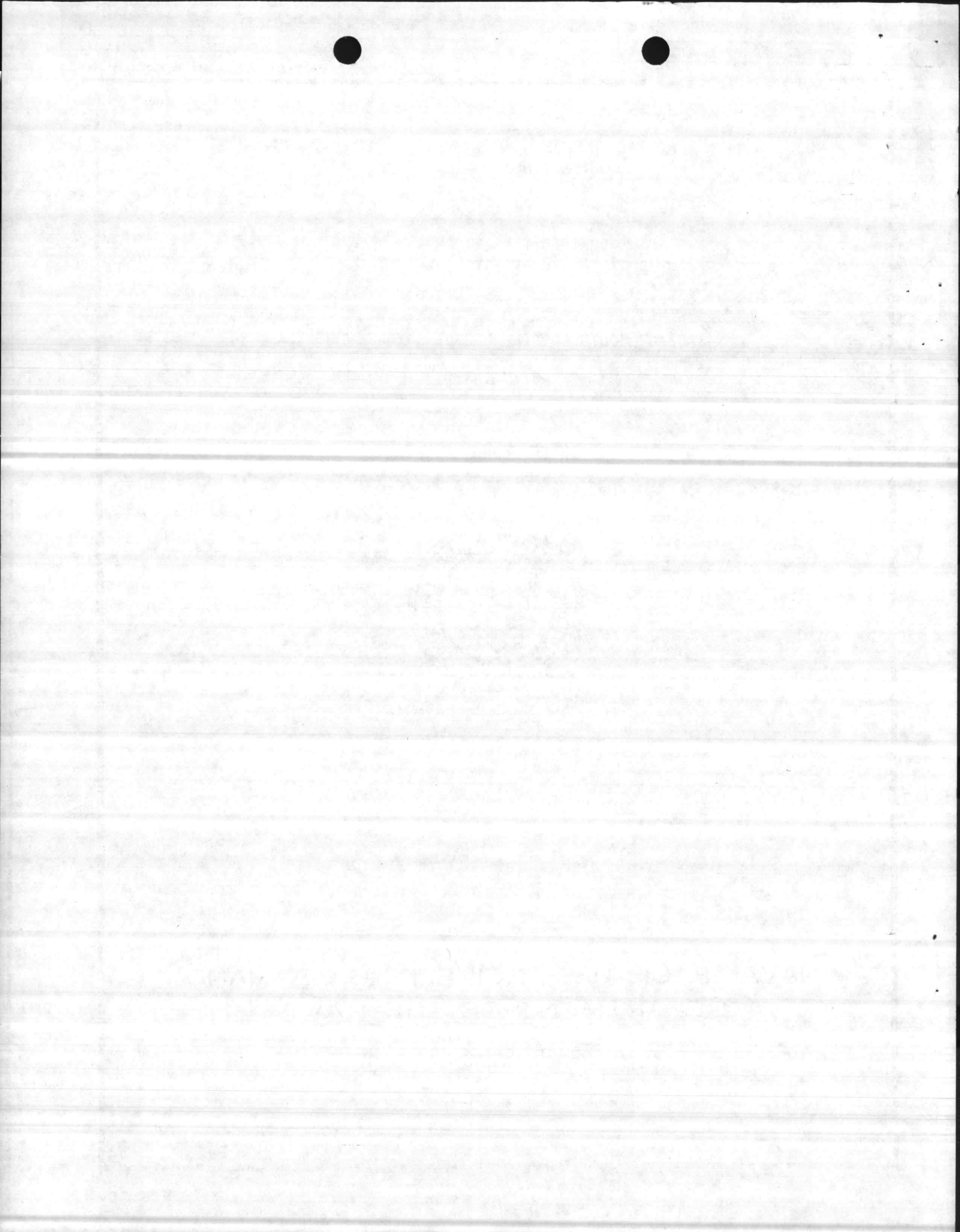
05-84-7816
Plate No. 1



DUPLICATE
CONTRACT N62470-84-S-7818
SPECIFICATION NO. 05-84-7818 AND AMENDMENT NO. 1
SQUIRES TIMBER COMPANY
(Contractor)
for
SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER
EAST MAINSIDE
at the
MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA



NAVAL FACILITIES ENGINEERING COMMAND
DEPARTMENT OF THE NAVY



SALE OF GOVERNMENT PROPERTY — BID AND AWARD

INVITATION FOR BIDS NO.
N62470-84-B-7818 and

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 Amendment No. 1
Officer in Charge
Jacksonville North Carolina Area
Marine Corps Base
Camp Lejeune, North Carolina 28542

FOR INFORMATION CONTACT (Name & tel. no.)

Officer in Charge
Telephone:
919-451-2581

BIDS WILL BE OPENED AT 2:00 PM, 19 JANUARY 1984

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

Scaled 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. 05-84-7818 (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. 4 of the Specification, Section 01011 and Para. 3 of the Specification, Section 01013. The entire work shall be completed prior to 30 September 1984.

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 \$ 90 and attached is the bid deposit, when required by the Invitation, in the form(s) of _____, in the amount of \$ _____.

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

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

214 BURGAW HWY
JACKSONVILLE

DAVID ADAMS

TELEPHONE NUMBER: 345-4169

SIGNER'S NAME & TITLE (Type or print)

DATE OF BID

BIDDER IDENTIFICATION NO. (if applicable):

DAVID ADAMS
FORESTER

1-19-84

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

ACCEPTED AS TO ITEM(S) NUMBERED

UNITED STATES OF AMERICA

DATE OF ACCEPTANCE

TOTAL BASE BID

BY /s/ C. A. JOHANNESMEYER
(Contracting Officer)

31 Jan 1984

TOTAL AMOUNT

CONTRACT NUMBER(S)

NAME AND TITLE OF CONTRACTING OFFICER
C. A. JOHANNESMEYER, CDR, CEC, USN
FOR COMMANDER, NAVFACENCOM
(Contracting Officer)

\$90.00

N62470-84-S-7818

BUDGET BUREAU NO. 29-0022 Completion Date: 30 September 1984

SPEC. NO. 05-84-7818

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
N62470-84-B-7818

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	
		ESTIMATED					
1.	BASE BID. Price for the entire work, complete, in accordance with the specification, based on the following estimated quantities of work:						
	Pine Pulpwood	10	CDS	9 ⁰⁰		90 ⁰⁰	
	TOTAL BASE BID					\$ 90 ⁰⁰	

BID NO.—TO BE FILLED IN BY SALES OFFICE

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



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 hereunder effected. Or equipment agency, a c for each vel

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

y
s
n
y
d**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 this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing. The Contracting Officer shall be final and his decision shall be binding on the Bidder or Purchaser. The Bidder or Purchaser may appeal the Contracting Officer's decision to the Secretary of the Interior. The appeal shall be filed with the Secretary of the Interior within 30 calendar days from the date of receipt of the Contracting Officer's decision. The Secretary of the Interior or his duly authorized representative shall hear the appeal and his decision shall be final and conclusive. The Secretary of the Interior shall have competent jurisdiction to hear and determine any appeal, or so grossly erroneous as to be arbitrary, or not supported by substantial evidence, or where the Bidder or Purchaser has been accorded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, 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.
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 person's 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 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.

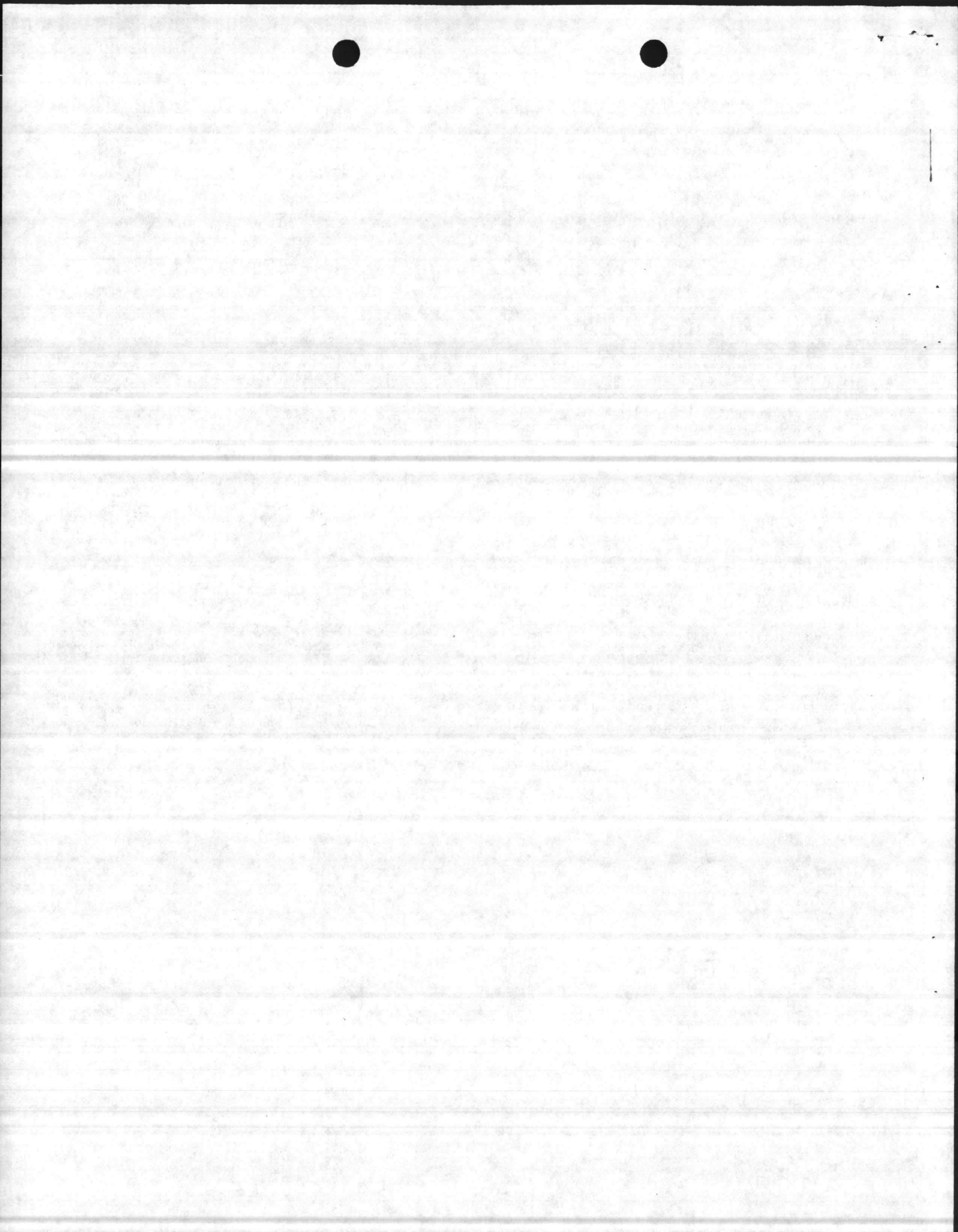
(c) Small Business. A small business concern for the purpose of the sale of Government-owned property, other than a concern, including its affiliates, which is independent and operated, is not dominant in its field of activity, and further qualify under the following small business criteria:

(1) *Manufacturers.* Any concern primarily engaged in manufacturing is small business if its principal product does not exceed 500 persons engaged in its production and its average annual sales or annual receipts for its preceding 3 fiscal years do not exceed \$5 million.

(2) *Wholesalers.* Any concern which is primarily engaged in wholesaling, as defined in subparagraph (3) of this paragraph, and whose average annual sales or annual receipts for its preceding 3 fiscal years do not exceed \$5 million.

(3) *Stocking Purchasers.* Any concern primarily engaged in the purchase of materials which are not domestic products is small business 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



MARCH 1979

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, 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 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."

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. NO. 1	2. EFFECTIVE DATE 19 Dec 83	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable) Spec. 05-84-7818
5. ISSUED BY CODE 406 Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542		6. ADMINISTERED BY (If other than block 5) CODE	

7. CONTRACTOR NAME AND ADDRESS CODE (Street, city, county, state, and ZIP Code)	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO. N62470-84-B-7818 DATED 20 Dec 83 (See block 9) <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO. N62470-84-B-7818 <input type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. DATED (See block 11)
---	---------------	---

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.
 Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
 (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
 (a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.
 (b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.
 (c) This Supplemental Agreement is entered into pursuant to authority of _____
 It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION
 SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER
 EAST MAINSIDE
 at the
 MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

SECTION 01013. BIDS

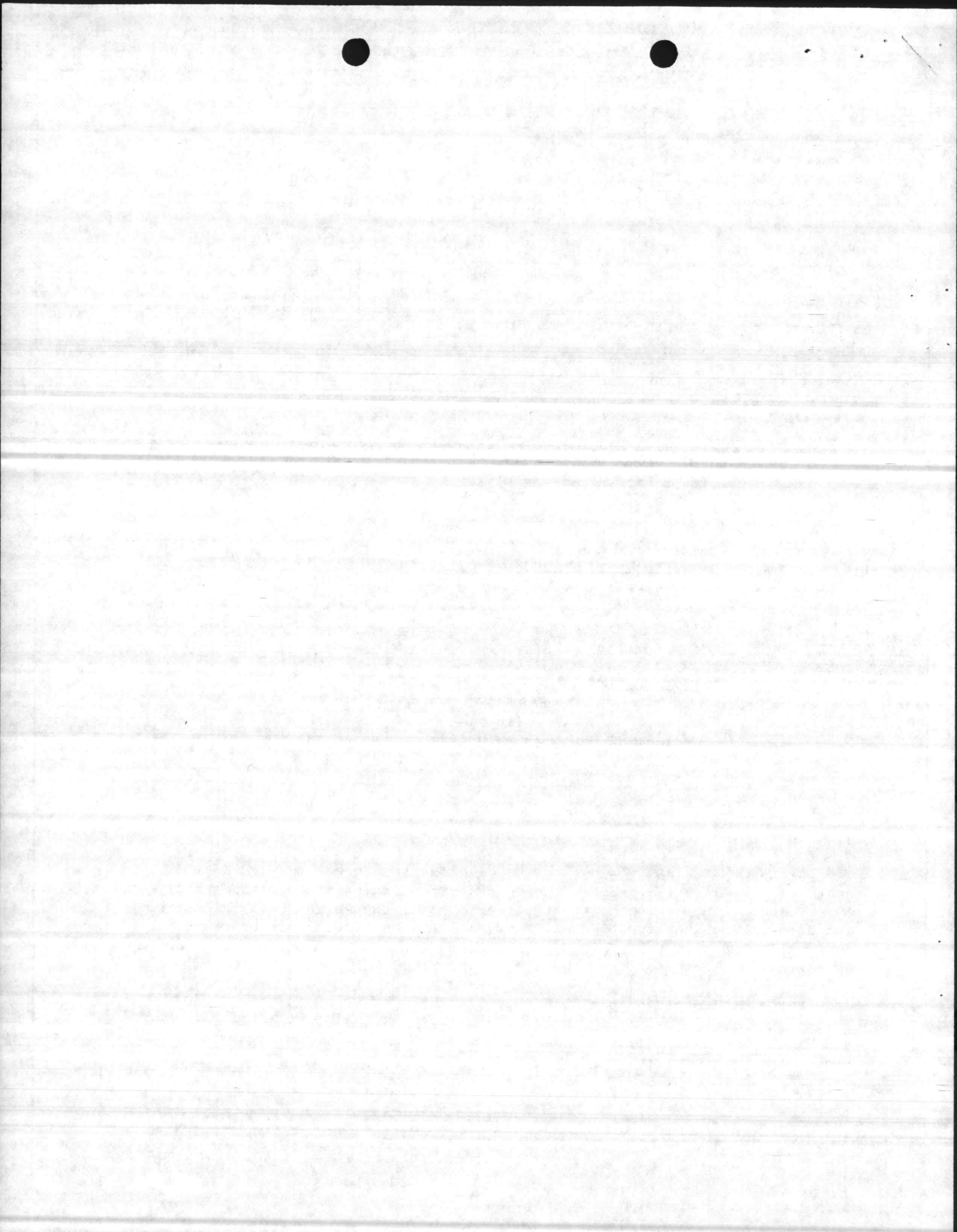
After paragraph 2. BID GUARANTY, insert the following:

"3. PERFORMANCE BOND: The successful bidder, before the award of the contract, shall post a performance bond on Standard Form 25 in the sum of 25 percent of the entire contract price to cover the Purchaser's obligation and undertaking in harvesting and removal of timber under this contract. Such bond will remain in full force and effect during the term of this contract and any extension thereof."

RENUMBER existing paragraphs 3, 4, 5, 6, 7 and 8 to read 4, 5, 6, 7 and 8.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE	
14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA BY M. L. ENNETT By direction (Signature of Contracting Officer)
15. NAME AND TITLE OF SIGNER (Type or print)	16. DATE SIGNED
18. NAME OF CONTRACTING OFFICER (Type or print) C. A. JOHANNESMEYER, CDR, CEC, USN for COMNAVFACENGCOM	19. DATE SIGNED 19 Dec 83



NOTICE:

BIDS TO BE OPENED AT 2:00 P.M.
JAN 19 1984 at the office of
Officer in Charge of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

CONTRACT N62470-84-B-7818

NAVFAC SPECIFICATION
NO. 05-84-7818

SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER
EAST MAINSIDE

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

05-84-7818

JAN 1 1984

CONTENTS

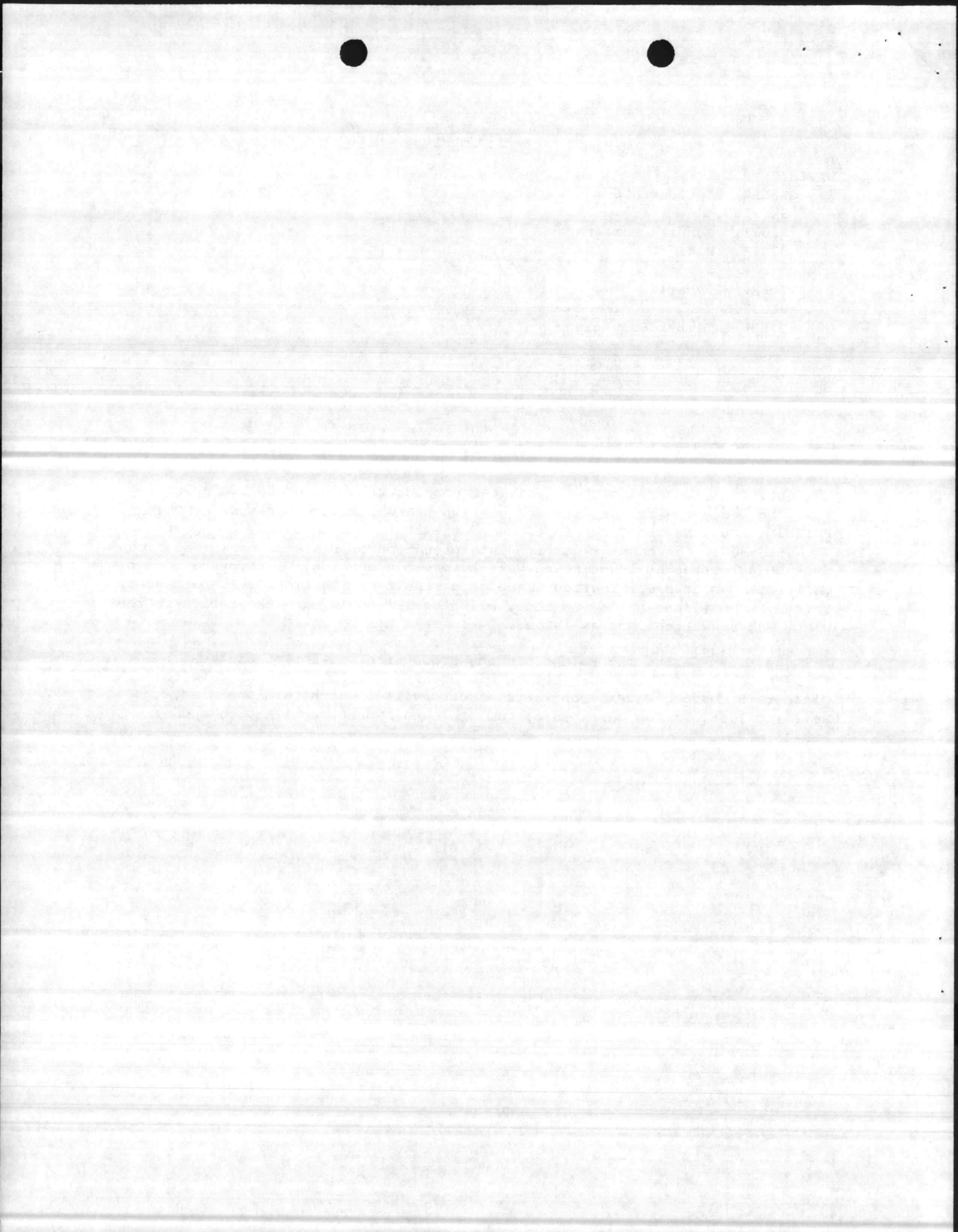
DIVISION

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

2. TIMBER HARVESTING
SECTION
02000. Timber Salvaging

All questions concerning the specifications occurring prior to bid opening shall be presented to the Director, 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 seven 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 and 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.



SECTION 01011
GENERAL PARAGRAPHS

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning of this contract to remove infested trees and suspected infested trees as a means of eliminating southern pine beetle infestations within the forests at Camp Lejeune.

2. GENERAL DESCRIPTION: Several spots of known southern pine beetle activity are marked on the accompanying plate. Additional discoveries of infestation are likely. The Government will add to the contract quantity those discoveries within the contract's geographic boundaries as the contract work proceeds. There will be at least ten merchantable trees marked for removal at each spot of infestation. Purchaser shall fell and remove from the site the trunks of all marked merchantable timber at each spot, and he shall lop the abandoned tops of those trees so that the full lengths of their stems are in contact with the ground. All tops and limbs must be within the sale area.

3. LOCATION: The work shall be located on Camp Lejeune property within the geographic boundaries marked on the accompanying plate. The merchantable timber to be salvaged is indicated by markings on the trees.

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

IN CLAUSE 6, PAYMENT, of Standard Form 114-C, add the following:

"For payment purposes, the quantity of timber to be salvaged will be calculated according to Volume Tables used by Coastal Plain Units of the U. S. Forest Service in Region 8 (86 cubic feet equals one cord). A minimum of 10 cords of timber for salvage as pulpwood are marked initially for removal among the several identified infestation spots, and Purchaser shall pay the Government for the initial 10 cords prior to beginning work. Provided sufficient additional trees have been marked and added to the contract removal so as to exceed the initial 10 cords, Purchaser shall make payment for a second increment of 50 cords before he exceeds the first 10 cords of salvage, payment to be at the same unit price as bid. Similarly, as even more trees are identified for salvage, Purchaser shall pay in advance before beginning to salvage the next 50-cord increment. When Purchaser has completed the removal of all identified infestations in his contract area, pro rata refund will be made for calculated shortfall in the final 50-cord increment."

5. TIME OF COMPLETION: The entire work shall be completed prior to 30 September 1984.

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.

PLATE NUMBER
1

TITLE
East Mainside, S.P.B. Salvage Area

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: Time is of the essence in controlling the southern pine beetle infestations and Purchaser will be required to begin on-site salvage operations within seven days of notice of award and have cutting operations underway in all identified infestation spots within 30 calendar days after notice of award. Purchaser shall obtain sufficient personnel and equipment to satisfy the aforementioned start-up requirement and then to continue salvage operations in all areas concurrently until each is completed. As newly discovered infestations are added to the contract, Purchaser shall begin work in each new area within seven days after notification and continue salvage operations until all marked trees have been removed.

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 Officer in Charge of Construction (OICC) Representative will post "OFF LIMITS" buffer zone/colony site(s) prior to logging operations. These areas are designated on the sales 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 OICC 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:

<u>Type of Insurance</u>	<u>COVERAGE</u>		
	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
2. Automobile Liability	\$300,000	\$1,000,000	\$100,000
3. Workmen's Compensation	As required		
4. Other as Required by State Law)			

(b) Prior to commencement of work hereunder, the Contractor shall furnish to the OICC 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 general 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 (Helicopter), 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, Rural Route 6, Box 53, Wilmington, North Carolina 28504; telephong 919-343-4667. 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:

ADD the following to 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)".

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 Pulpwood	10 cords	\$ _____	\$ _____

The timber is to be sold on a per cord basis.

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 SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER, EAST MAINSIDE, Specification No. 05-84-7817" 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 fell and remove all marked trees at spots of southern pine beetle infestation 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 felled and removed will be marked with orange or yellow paint approximately 4-1/2 feet above the ground and at the stump. Trees marked with orange paint, designating S.P.B. buffer zones, will be removed first, followed by infested trees marked with yellow paint. All marked trees shall be felled and their merchantable portion removed from the Base. All trees cut which have no orange or yellow marking will be paid for as specified under the "DAMAGE TO STANDING TIMBER" paragraph.

3. QUANTITY: The initial quantity of timber to be salvaged under this contract is ten cords of pine pulpwood. As long as the contract is in progress, the Contracting Officer will enlarge identified spots of infestation or identify and mark additional spots for salvage as necessary to arrest the southern pine beetle infestation.

3.1 As with the initial spots, each new spot of infestation will contain at least ten merchantable trees to be salvaged.

3.2 The contract quantity will be adjusted according to tree tally.

3.3 Total contract quantity will not exceed 1,500 cords.

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 sale area must be pulled into the sale area immediately after felling. The stumps of all marked trees, when cut, shall not extend more than six inches above ground at any point. The OICC or his representative will determine the order in which southern pine beetle spots will be harvested.

5. MERCHANTABILITY: Trees are classified merchantable when the diameter outside of bark is five inches or larger when measured 4-1/2 feet above the ground and the top diameter outside of bark is four inches or greater when measured 15 feet above the ground. Only merchantable trees are to be marked and cut.

6. SLASH DISPOSAL: All slash shall be removed a distance of 25 feet from all roads, trails, fences, bridges, culverts, drainageways, and other structures designated on the sale area map, provided that it is not removed outside the limits of marked trees defining the infestation spot. All tops not salvaged shall be lopped so that the main trunk is in full-length direct contact with the soil. Lopping shall 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. DAMAGE TO STANDING TIMBER: The harvesting of trees under this specification shall be accomplished with the use of conventional logging equipment and the application of standard forestry practices currently in use in this area. Work shall be conducted in such a manner which will minimize damage to all species. Skidding with tractors having a bulldozer blade wider than the width of the equipment is prohibited. The use of crawler-type equipment in the woods will be restricted to: (1) the maintenance of established trails currently graded and maintained by the Base, (2) the construction and maintenance of necessary new haul trails as approved by the OICC, (3) the assistance of disabled vehicles, (4) skidding and bunching logs or pulpwood or fuelwood along maintained Base gravel or dirt trails, and (5) within the limits of designated areas to be cut only for felling trees, with no other uses permitted without prior approval. All unmarked trees cut or excessively damaged by careless operations of the Purchaser shall be paid for at the rate of \$1.00 per diameter inch for trees up to 12 inches in diameter outside bark (dob) across the stump, if cut, or at 4-1/2 feet (dbh) outside bark above the ground, if uncut; \$2.00 per diameter inch for trees between 12.1 inches and 18 inches; and \$3.00 per diameter inch for all trees 18.1 inches in diameter or larger. All penalties will be determined by the OICC. When directed by the OICC, damaged trees shall be salvaged. The exception to the foregoing penalty will be when, of necessity, with prior approval of the OICC additional trees are cut for necessary access to roads or trails to facilitate logging operations. In these cases, the additional volume in trees of more than 5 inches dbh will be paid for at the bid prices. Stumpage damaged by fire caused by the negligence or fault of the Purchaser shall be cut. The Government will mark and tally such stumpage and the Purchaser shall buck it into timber products and remove it from the Base as directed. Payment for such fire damaged and removed products shall be made by the Purchaser at double the bid price for pine pulpwood and double the prices listed for the products, other than pine pulpwood, in the current Timber Mart South.

8. TEMPORARY FACILITIES: The construction of temporary structures, roads, or other improvements necessary 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 are approved in advance by the Contracting Officer. The Purchaser will 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 turn-offs where available. Where such existing roads and turn-offs 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. Ingress to the areas to be cut should be directly from a road and then up and down the area to be cut insofar as possible. Egress should follow the reverse procedure.

9. SANITATION: Adequate sanitary conveniences of an approved type, properly secluded from public observation, shall be constructed and maintained in an approved manner for use of persons employed on the work. All temporary structures and the ground adjacent thereto, shall be maintained in a clean, sanitary condition and rubbish shall be disposed of satisfactorily. All buildings, toilets, garbage pits, and other structures shall be located so as to prevent pollution of the water in streams and shall be constructed and maintained to prevent the breeding of flies or the development of unsanitary conditions.

10. PROTECTION OF STREAMS AND STREAMSIDE AREAS: All operations, including the construction of roads and other facilities, shall be conducted in a manner to minimize damage to stream courses and streamside areas. Logs shall not be hauled, skidded, or yarded in or across any stream course without approval. Stream courses shall be cleared of logs, chunks, and debris resulting from operations under this specification by the Purchaser.

11. PREVENTION AND CONTROL OF SOIL EROSION AND SOIL DAMAGE: The Purchaser shall take all practicable precautions to prevent or minimize soil erosion and 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. Refraining from operation of logging equipment when ground conditions are such that excessive soil damage will result. To avoid such damage, the OICC may suspend logging operations in whole or in part for such periods as are necessary.

Damage attributable to the Purchaser's operations under the contract, which is determined by the OICC as excessive or was avoidable, shall be repaired by the Purchaser as soon as practicable to prevent accelerated erosion or soil damage. After logging operations have been completed in each of the various areas, the Purchaser shall repair in a satisfactory manner all damage resulting from his operation which will cause accelerated soil erosion or reduce the productive capacity of the soil.

12. REMOVAL OF PLANT AND CLEANING UP: When temporary structures or other improvements are moved to another location or are abandoned, the Purchaser shall burn or otherwise dispose of all abandoned structures and debris, and except for slash, shall clean up the site. Upon the completion of the work, the Purchaser shall remove his plant, tools, materials, and other articles from the property of the Government.

13. REPAIRS OR REPLACEMENT OF DAMAGED WORK: Existing roads, bridges, culverts, fences, utility lines, buildings, and other facilities damaged by operations of the Purchaser shall be repaired or replaced as directed without

cost to the Government. Repaired or replaced work shall be in a condition as good as existed prior to the start of the work. Existing roads used by the Purchaser shall, at all times, be maintained usable and shall be kept passable and clear for Government traffic.

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 will immediately call the Officer in Charge of Construction reporting time and location of trouble.

15. TIMBER MARKING EQUIPMENT: The Purchaser, subcontractors, agents, servants and employees are prohibited from bringing on the Base, or having in their possession while on the Base, paint or equipment for timber marking. Any violation hereunder shall make this contract, at the option of the OICC, subject to immediate termination.

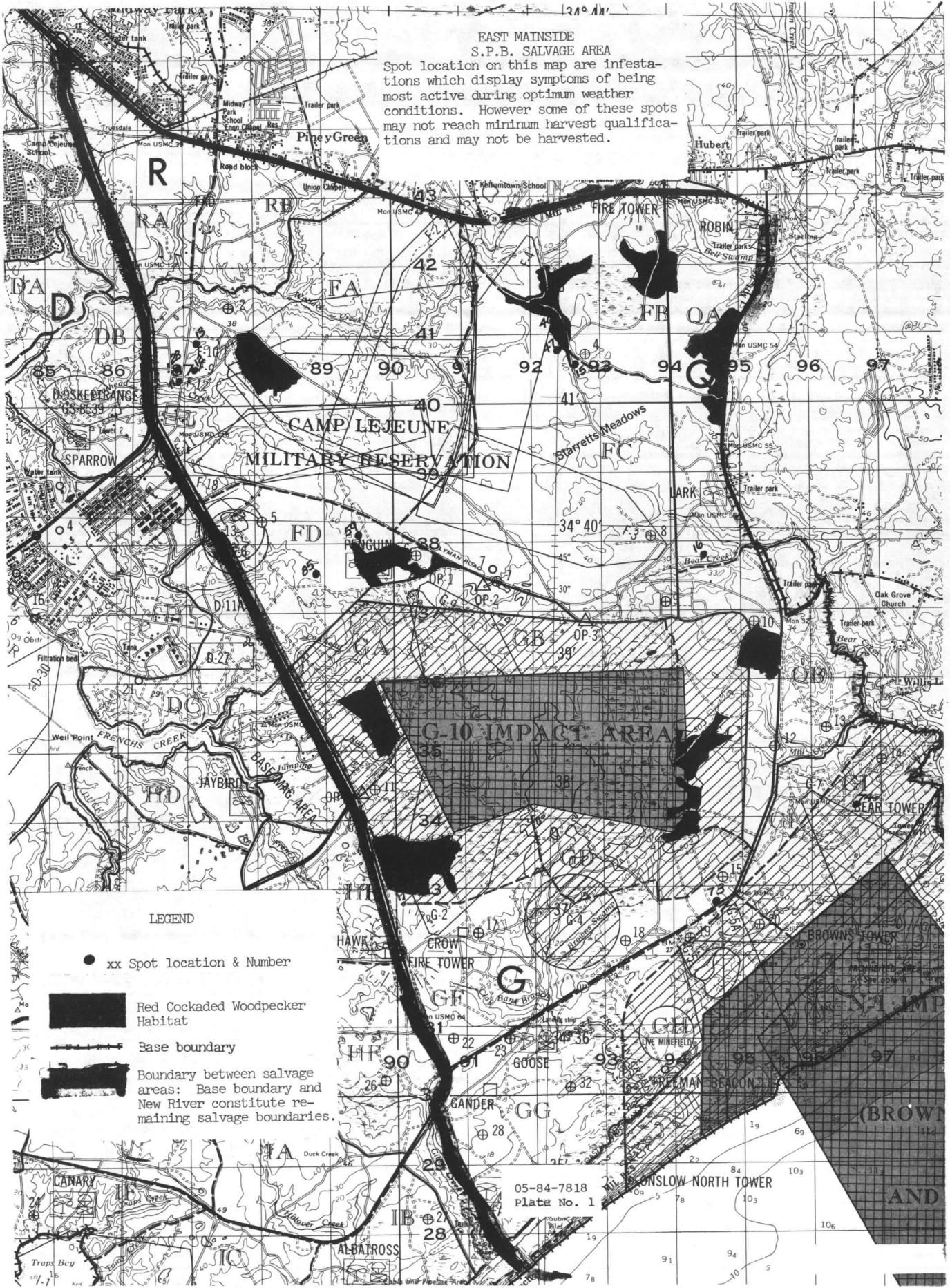
16. CONTROL OF HAZARDOUS MATERIALS AND WASTES: No hazardous substance may be discharged onto the ground or into the streams and surface waters. This includes all petroleum products and waste oil and lubricants. Any repair or maintenance which could result in leakage or spillage of oil, fuel or any hazardous 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. Such work must be done so it is not visible from the roads or trails insofar as possible. 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 OICC or his representative. The Purchaser's representative must be a competent individual who is approved by the OICC prior to commencement of this contract. If this representative proves incompetent or fails to take action on instructions given him by the OICC 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 OICC or his representative to safely and economically scale, inspect the cutting, logging, construction or other activity of the Purchaser and to conduct their other official duties in the sale area and vicinity.

END OF SECTION

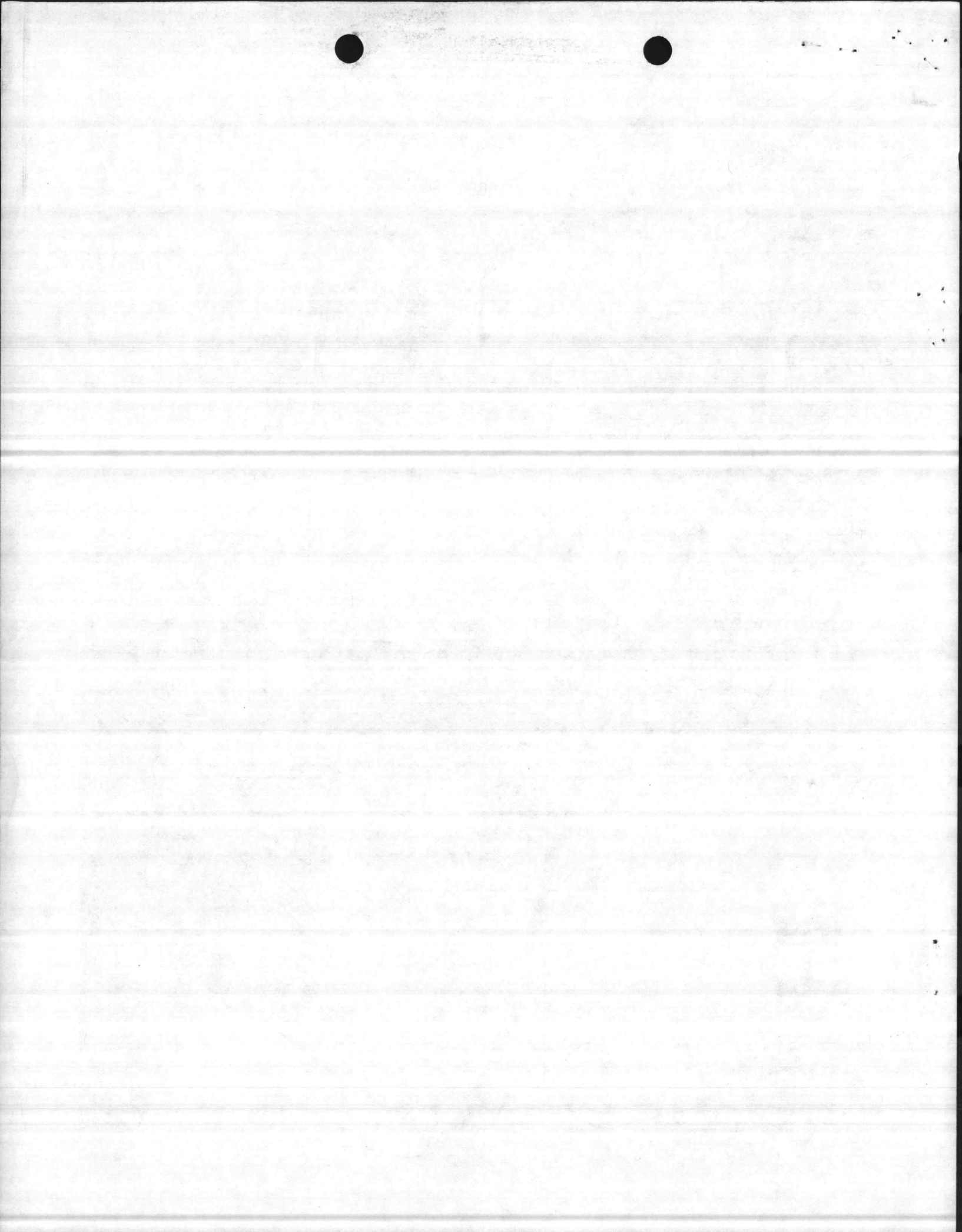
EAST MAINSIDE
 S.P.B. SALVAGE AREA
 Spot location on this map are infestations which display symptoms of being most active during optimum weather conditions. However some of these spots may not reach minimum harvest qualifications and may not be harvested.



LEGEND

- xx Spot location & Number
- Red Cockaded Woodpecker Habitat
- Base boundary
- ▨ Boundary between salvage areas: Base boundary and New River constitute remaining salvage boundaries.

05-84-7818
 Plate No. 1



SALE OF GOVERNMENT PROPERTY—BID AND AWARD

INVITATION FOR BIDS NO.
N62470-84-B-7817

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 and Amendment No. 1

SAME

FOR INFORMATION CONTACT (Name & tel. no.)

BIDS WILL BE OPENED AT 2:00 PM, 17 JANUARY 1984

Officer in Charge
Telephone:
919-451-2581

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 _____ (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 SF114C and Paragraph 4 of Specification Section 01011 and Paragraph 3 of Specification Section 01013.

The entire work shall be completed prior to 30 September 1984
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 \$ _____ and attached is the bid deposit, when required by the Invitation, in the form(s) of _____, in the amount of \$ _____.

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)

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):

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

ACCEPTED AS TO ITEM(S) NUMBERED

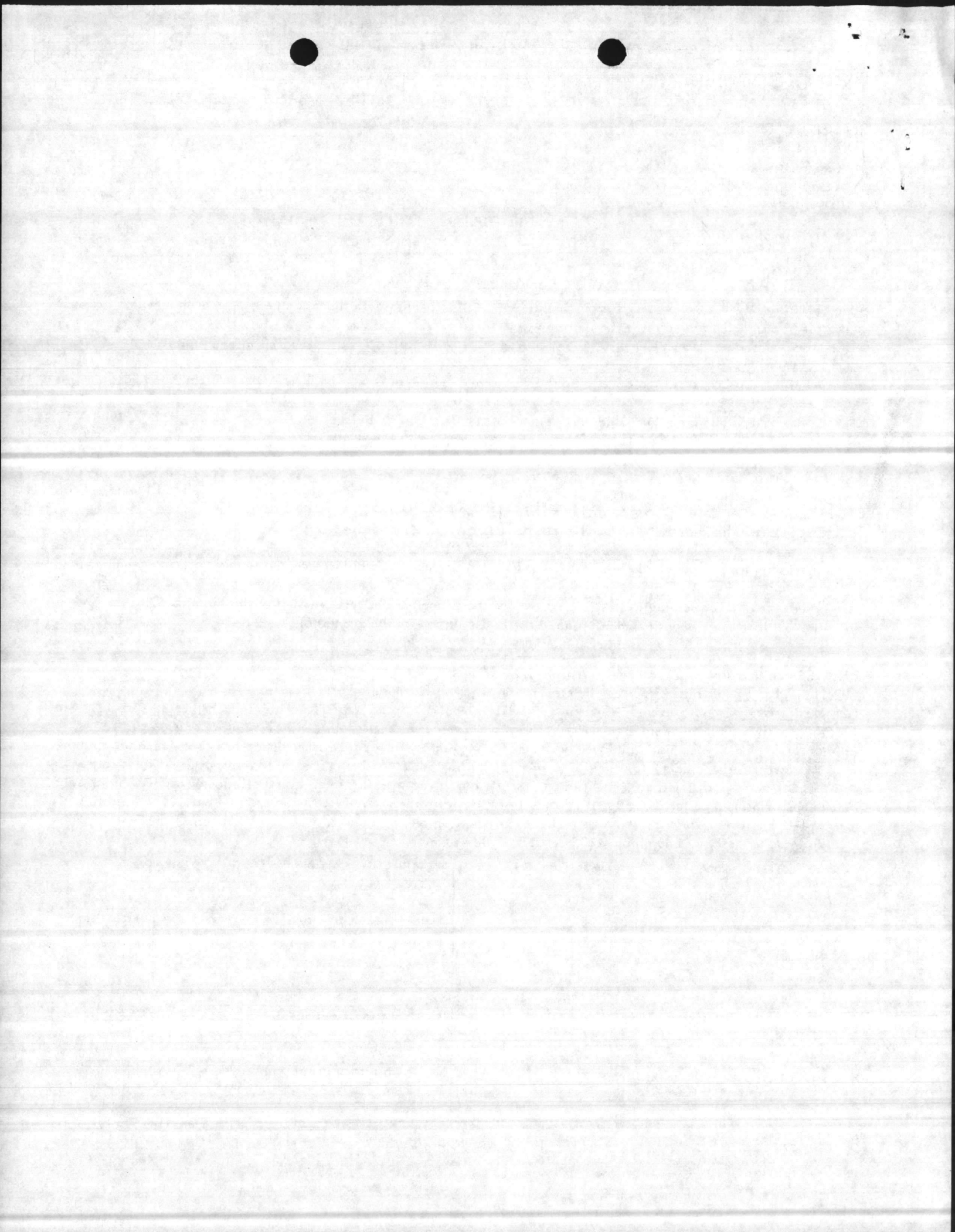
UNITED STATES OF AMERICA
BY
(Contracting Officer)

DATE OF ACCEPTANCE

TOTAL AMOUNT

CONTRACT NUMBER(S)

NAME AND TITLE OF CONTRACTING OFFICER



SALE OF GOVERNMENT PROPERTY—BID AND AWARD

INVITATION FOR BIDS NO.
N62470-84-B-7817

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 and Amendment No. 1

SAME

FOR INFORMATION CONTACT (Name & tel. no.)

Officer in Charge
Telephone:
919-451-2581

BIDS WILL BE OPENED AT 2:00 PM, 17 JANUARY 1984

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

Scaled 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 _____ (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 SF114C and Paragraph 4 of Specification Section 01011 and Paragraph 3 of Specification Section 01013.

The entire work shall be completed prior to 30 September 1984
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 \$ _____ and attached is the bid deposit, when required by the Invitation, in the form(s) of _____, in the amount of \$ _____.

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)

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

TELEPHONE NUMBER:

BIDDER IDENTIFICATION NO. (If applicable):

SIGNER'S NAME & TITLE (Type or print)

DATE OF BID

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

ACCEPTED AS TO ITEM(S) NUMBERED

UNITED STATES OF AMERICA

DATE OF ACCEPTANCE

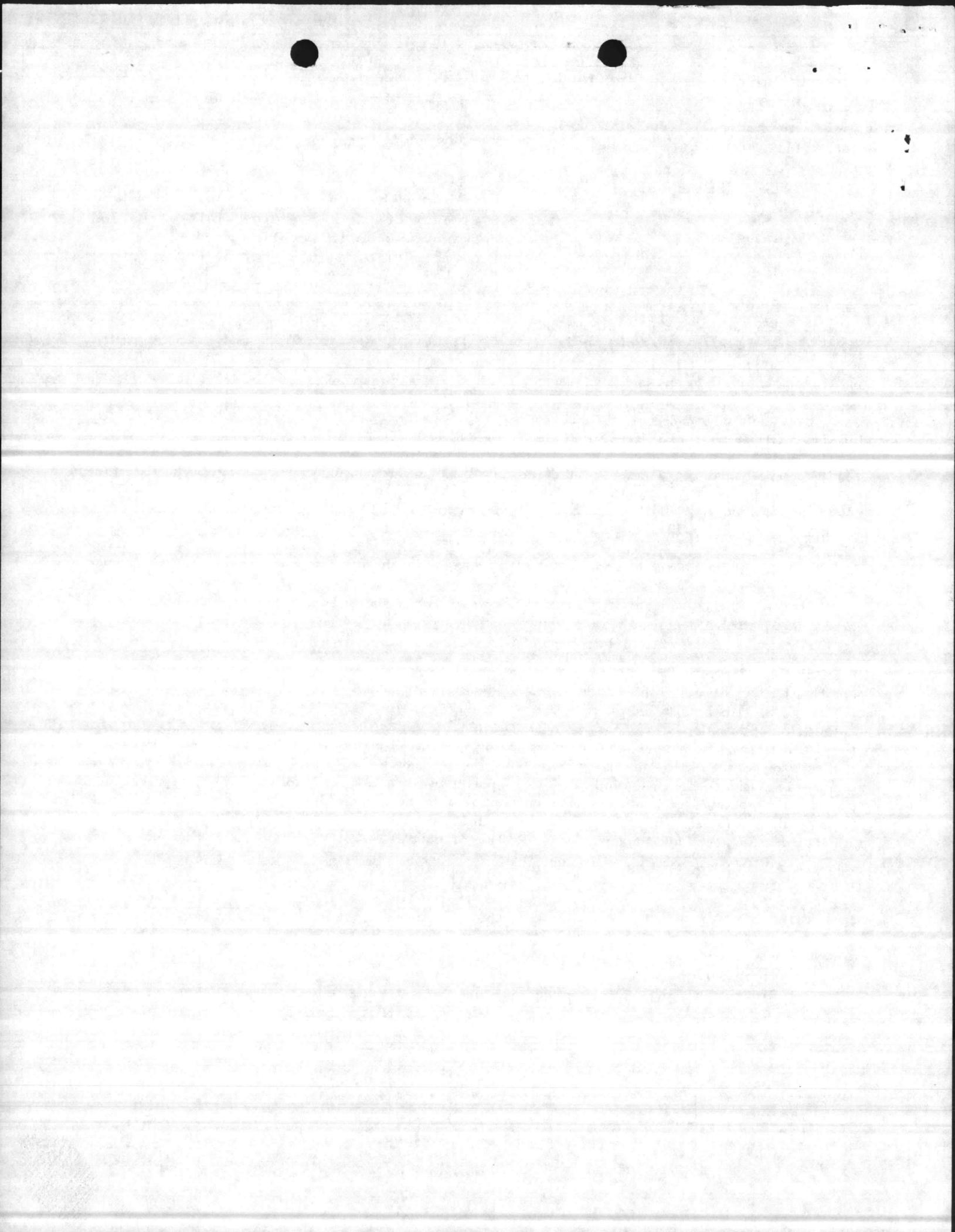
BY

(Contracting Officer)

TOTAL AMOUNT

CONTRACT NUMBER(S)

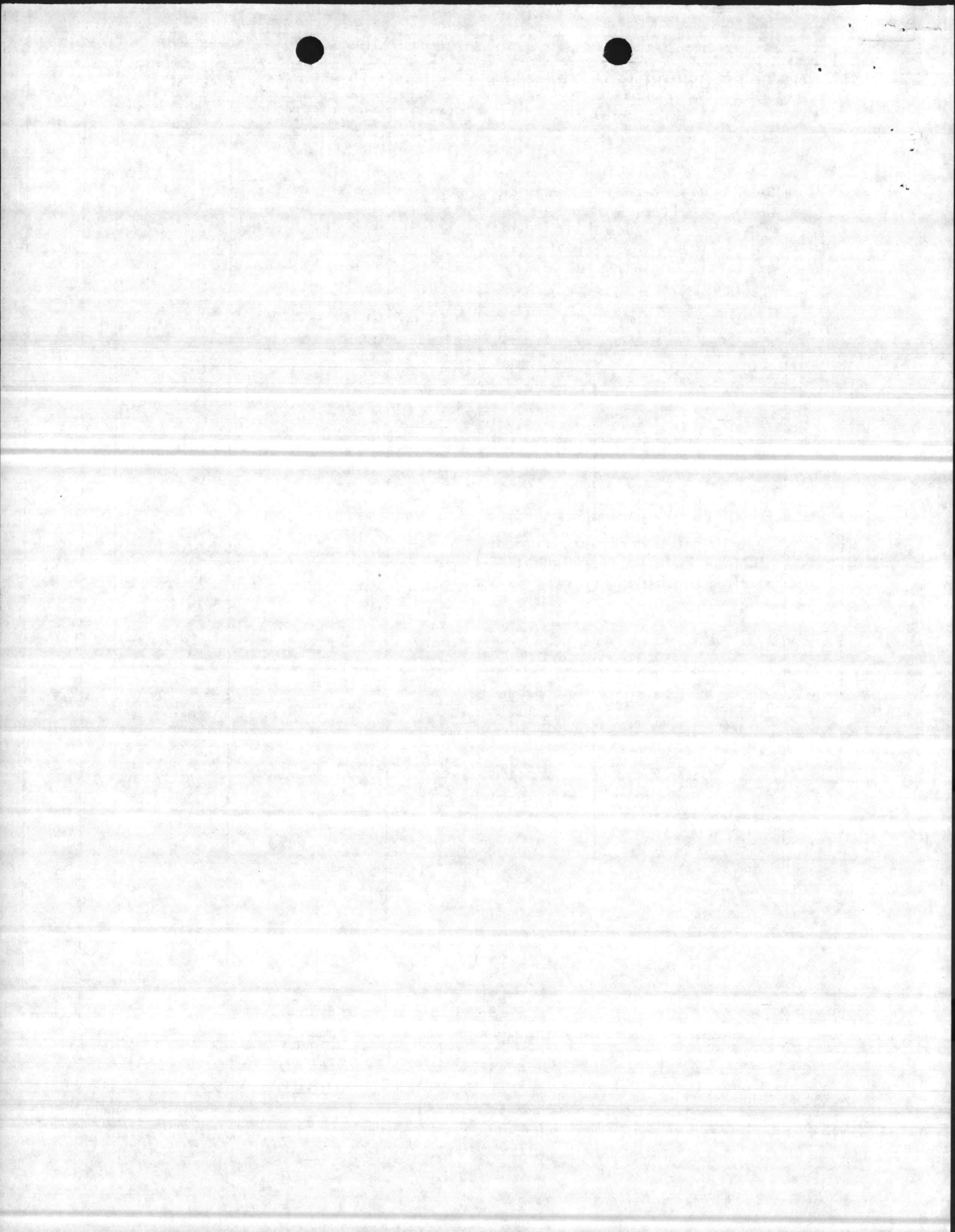
NAME AND TITLE OF CONTRACTING OFFICER



SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BID

and Amendment No. 1
 IFB NUMBER N62470-84-B-7817 PAGE 4 of 4

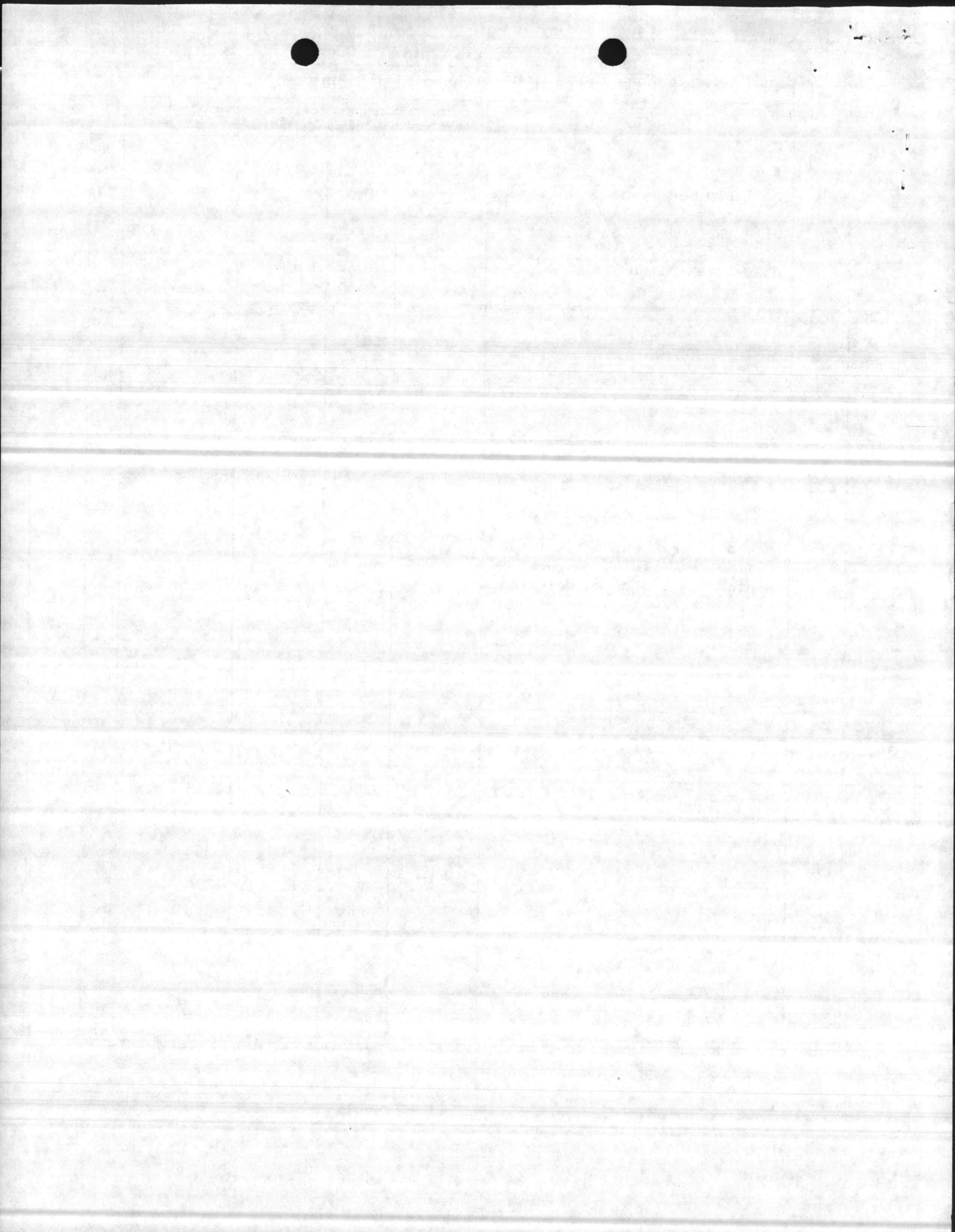
ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
		ESTIMATED					
1.	<p>BASE BID. Price for the entire work, complete, in accordance with the specification, based on the following estimated quantities of work.:</p> <p>Pine Pulpwood</p>	10	CDS	_____	\$ _____		
	<p>Award of the contract, if made, will be made to the highest conforming bidder on Base Bid.</p>						
BID NO.—TO BE FILLED IN BY SALES OFFICE				NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)			



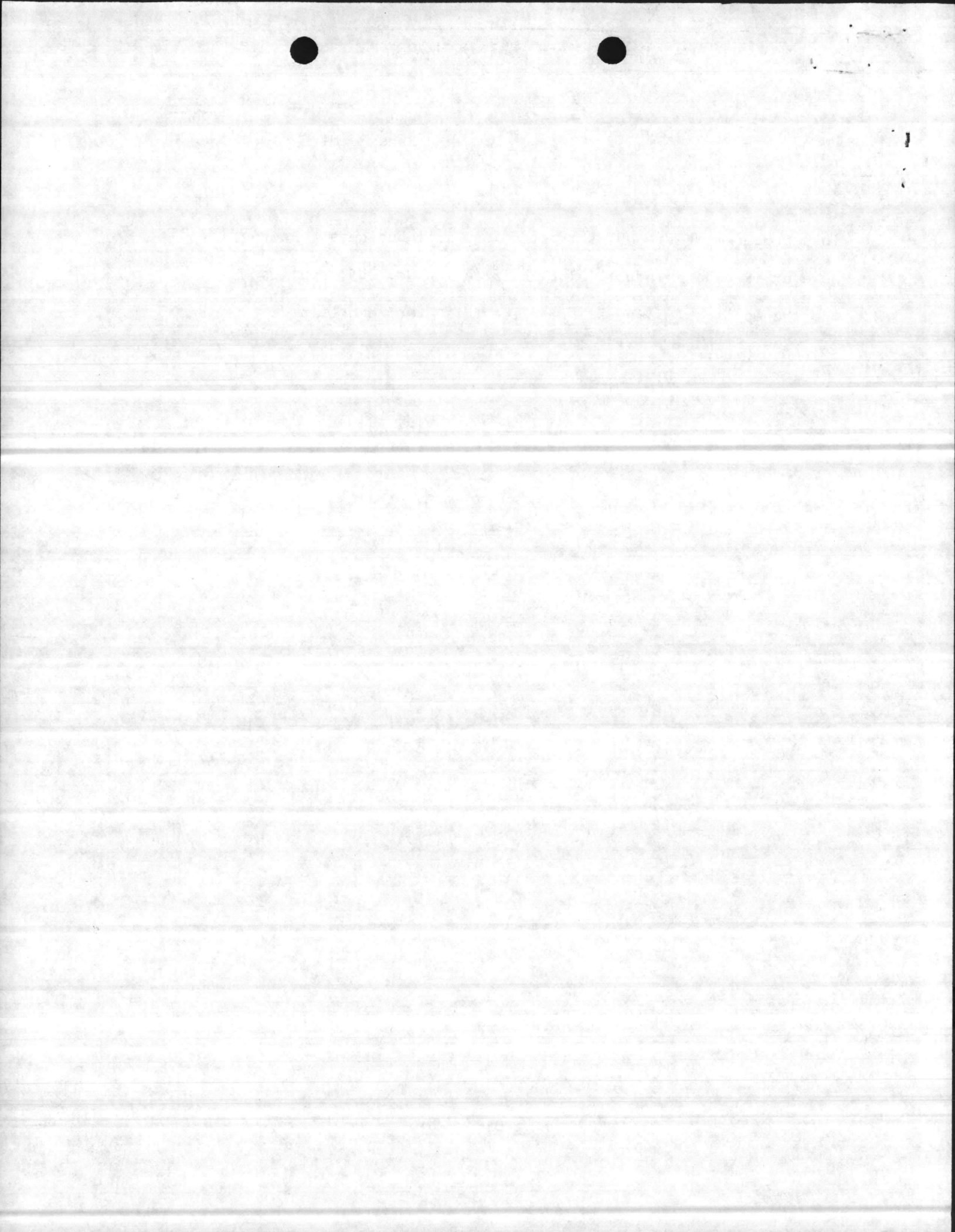
SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BID

and Amendment No. 1
 IFB NUMBER N62470-84-B-7817 PAGE 4 of 4

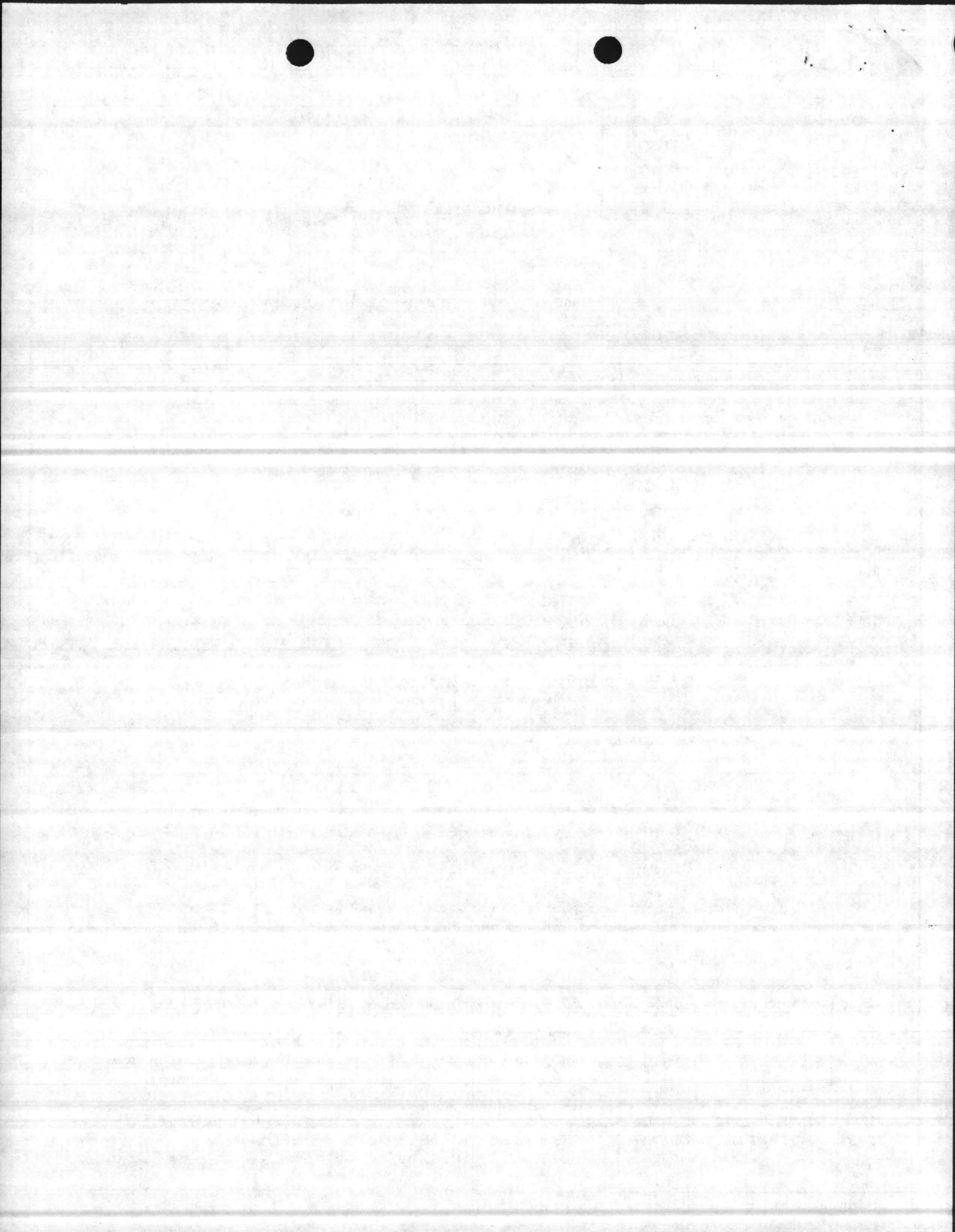
ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
		ESTIMATED					
1.	<p>BASE BID. Price for the entire work, complete, in accordance with the specification, based on the following estimated quantities of work.:</p> <p>Pine Pulpwood</p>	10	CDS		\$		
	<p>Award of the contract, if made, will be made to the highest conforming bidder on Base Bid.</p>						
BID NO.—TO BE FILLED IN BY SALES OFFICE		NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)					



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.



STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		PAGE 1	OF 1
1. AMENDMENT/MODIFICATION NO. NO. 1		2. EFFECTIVE DATE 19 Dec 83	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable) Spec. 05-84-7817	
5. ISSUED BY Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina		CODE 406	6. ADMINISTERED BY (If other than block 5)		CODE
7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code)		CODE	FACILITY CODE	8. <input checked="" type="checkbox"/> AMENDMENT OF SOLICITATION NO. N62470-84-B-7817 DATED 19 Dec 83 (See block 9) <input type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. DATED (See block 11)	
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
10. ACCOUNTING AND APPROPRIATION DATA (If required)					
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 12.					
12. DESCRIPTION OF AMENDMENT/MODIFICATION SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER SOUTH VERONA LOOP at the MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA SECTION 01013. BIDS After paragraph 2. BID GUARANTY, insert the following: "3. PERFORMANCE BOND: The successful bidder, before the award of the contract, shall post a performance bond on Standard Form 25 in the sum of 25 percent of the entire contract price to cover the Purchaser's obligation and undertaking in harvesting and removal of timber under this contract. Such bond will remain in full force and effect during the term of this contract and any extension thereof." RENUMBER existing paragraphs 3, 4, 5, 6, 7 and 8 to read 4, 5, 6, 7 and 8.					
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.					
13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE					
14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)			17. UNITED STATES OF AMERICA BY M. L. ENNETT By direction (Signature of Contracting Officer)		
15. NAME AND TITLE OF SIGNER (Type or print)		16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print) C. A. JOHANNESMEYER, CDR, CEC, USN for COMNAVAFACENGCOM		19. DATE SIGNED 19 Dec 83



NOTICE:

BIDS TO BE OPENED AT 2:00 P.M.

JAN 17 1984 at the office of
Officer in Charge of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

CONTRACT N62470-84-B-7817

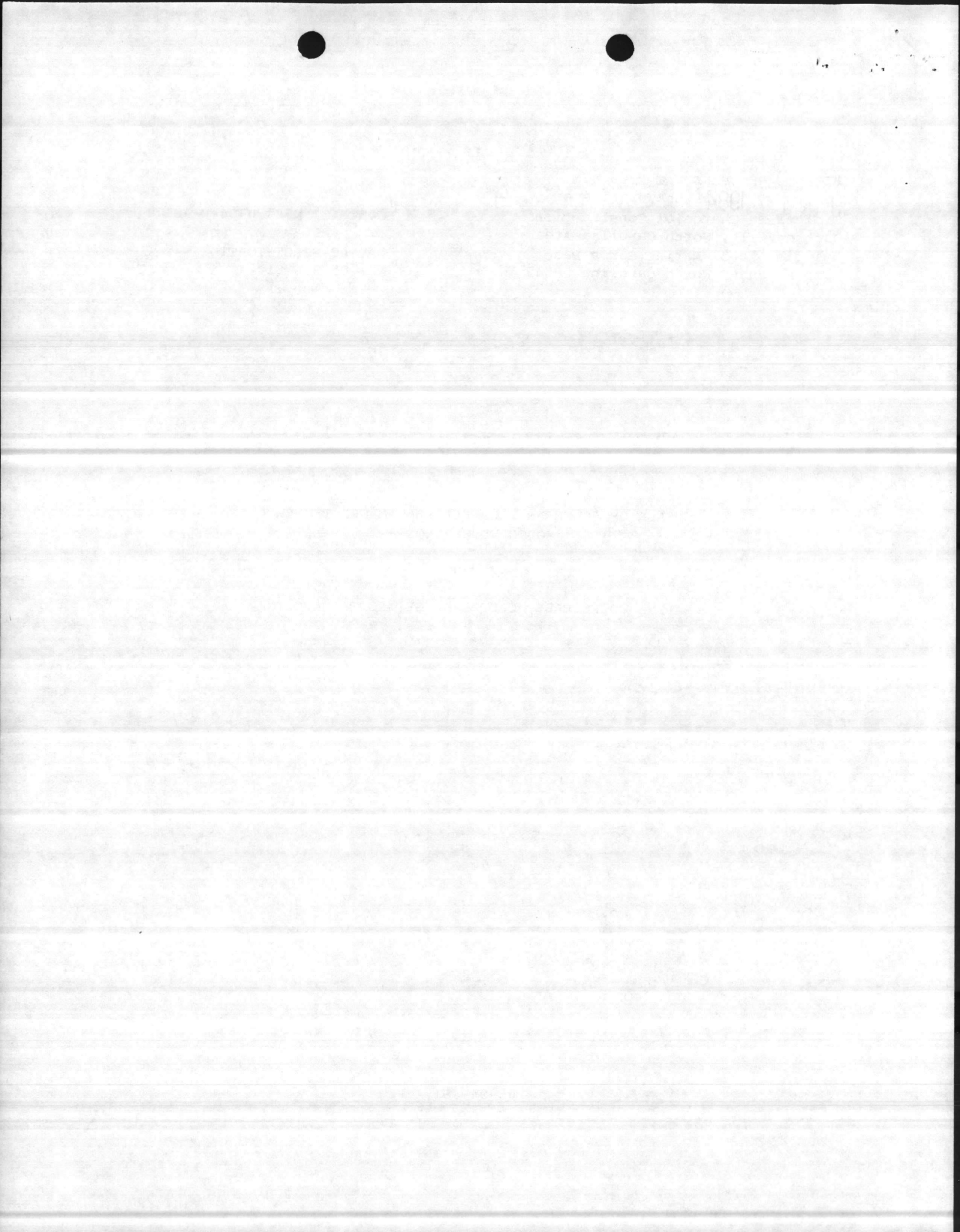
NAVFAC SPECIFICATION
NO. 05-84-7817

SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER
SOUTH VERONA LOOP

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

05-84-7817



CONTENTS

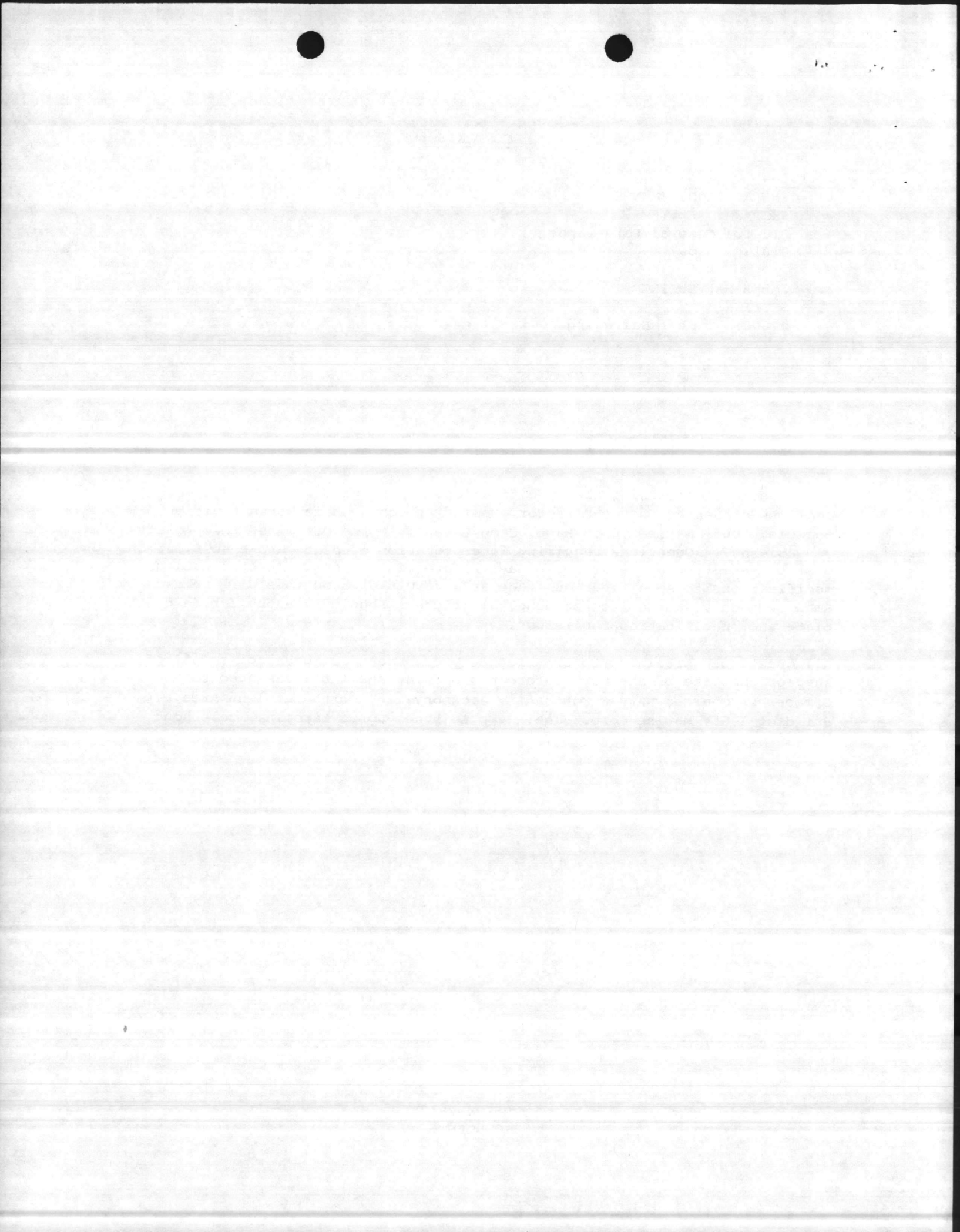
DIVISION

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

2. TIMBER HARVESTING
SECTION
02000. Timber Salvaging

All questions concerning the specifications occurring prior to bid opening shall be presented to the Director, 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 seven 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 and 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.



SECTION 01011
GENERAL PARAGRAPHS

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning of this contract to remove infested trees and suspected infested trees as a means of eliminating southern pine beetle infestations within the forests at Camp Lejeune.

2. GENERAL DESCRIPTION: Several spots of known southern pine beetle activity are marked on the accompanying plate. Additional discoveries of infestation are likely. The Government will add to the contract quantity those discoveries within the contract's geographic boundaries as the contract work proceeds. There will be at least ten merchantable trees marked for removal at each spot of infestation. Purchaser shall fell and remove from the site the trunks of all marked merchantable timber at each spot, and he shall lop the abandoned tops of those trees so that the full lengths of their stems are in contact with the ground. All tops and limbs must be within the sale area.

3. LOCATION: The work shall be located on Camp Lejeune property within the geographic boundaries marked on the accompanying plate. The merchantable timber to be salvaged is indicated by markings on the trees.

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

IN CLAUSE 6, PAYMENT, of Standard Form 114-C, add the following:

"For payment purposes, the quantity of timber to be salvaged will be calculated according to Volume Tables used by Coastal Plain Units of the U. S. Forest Service in Region 8 (86 cubic feet equals one cord). A minimum of 10 cords of timber for salvage as pulpwood are marked initially for removal among the several identified infestation spots, and Purchaser shall pay the Government for the initial 10 cords prior to beginning work. Provided sufficient additional trees have been marked and added to the contract removal so as to exceed the initial 10 cords, Purchaser shall make payment for a second increment of 50 cords before he exceeds the first 10 cords of salvage, payment to be at the same unit price as bid. Similarly, as even more trees are identified for salvage, Purchaser shall pay in advance before beginning to salvage the next 50-cord increment. When Purchaser has completed the removal of all identified infestations in his contract area, pro rata refund will be made for calculated shortfall in the final 50-cord increment."

5. TIME OF COMPLETION: The entire work shall be completed prior to 30 September 1984.

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.

PLATE NUMBER
1

TITLE
South Verona Loop, S.P.B. Salvage Area

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: Time is of the essence in controlling the southern pine beetle infestations and Purchaser will be required to begin on-site salvage operations within seven days of notice of award and have cutting operations underway in all identified infestation spots within 30 calendar days after notice of award. Purchaser shall obtain sufficient personnel and equipment to satisfy the aforementioned start-up requirement and then to continue salvage operations in all areas concurrently until each is completed. As newly discovered infestations are added to the contract, Purchaser shall begin work in each new area within seven days after notification and continue salvage operations until all marked trees have been removed.

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 Officer in Charge of Construction (OICC) Representative will post "OFF LIMITS" buffer zone/colony site(s) prior to logging operations. These areas are designated on the sales 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 OICC 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:

<u>Type of Insurance</u>	<u>COVERAGE</u>		
	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
2. Automobile Liability	\$300,000	\$1,000,000	\$100,000
3. Workmen's Compensation	As required		
4. Other as Required by State Law)			

(b) Prior to commencement of work hereunder, the Contractor shall furnish to the OICC 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 general 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 (Helicopter), 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, Rural Route 6, Box 53, Wilmington, North Carolina 28504; telephong 919-343-4667. 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:

ADD the following to 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)".

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 Pulpwood	10 cords	\$ _____	\$ _____

The timber is to be sold on a per cord basis.

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 SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER, SOUTH VERONA LOOP, Specification No. 05-84-7817" 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 fell and remove all marked trees at spots of southern pine beetle infestation 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 felled and removed will be marked with orange or yellow paint approximately 4-1/2 feet above the ground and at the stump. Trees marked with orange paint, designating S.P.B. buffer zones, will be removed first, followed by infested trees marked with yellow paint. All marked trees shall be felled and their merchantable portion removed from the Base. All trees cut which have no orange or yellow marking will be paid for as specified under the "DAMAGE TO STANDING TIMBER" paragraph.

3. QUANTITY: The initial quantity of timber to be salvaged under this contract is ten cords of pine pulpwood. As long as the contract is in progress, the Contracting Officer will enlarge identified spots of infestation or identify and mark additional spots for salvage as necessary to arrest the southern pine beetle infestation.

3.1 As with the initial spots, each new spot of infestation will contain at least ten merchantable trees to be salvaged.

3.2 The contract quantity will be adjusted according to tree tally.

3.3 Total contract quantity will not exceed 1,500 cords.

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 sale area must be pulled into the sale area immediately after felling. The stumps of all marked trees, when cut, shall not extend more than six inches above ground at any point. The OICC or his representative will determine the order in which southern pine beetle spots will be harvested.

5. MERCHANTABILITY: Trees are classified merchantable when the diameter outside of bark is five inches or larger when measured 4-1/2 feet above the ground and the top diameter outside of bark is four inches or greater when measured 15 feet above the ground. Only merchantable trees are to be marked and cut.

6. SLASH DISPOSAL: All slash shall be removed a distance of 25 feet from all roads, trails, fences, bridges, culverts, drainageways, and other structures designated on the sale area map, provided that it is not removed outside the limits of marked trees defining the infestation spot. All tops not salvaged shall be lopped so that the main trunk is in full-length direct contact with the soil. Lopping shall 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. DAMAGE TO STANDING TIMBER: The harvesting of trees under this specification shall be accomplished with the use of conventional logging equipment and the application of standard forestry practices currently in use in this area. Work shall be conducted in such a manner which will minimize damage to all species. Skidding with tractors having a bulldozer blade wider than the width of the equipment is prohibited. The use of crawler-type equipment in the woods will be restricted to: (1) the maintenance of established trails currently graded and maintained by the Base, (2) the construction and maintenance of necessary new haul trails as approved by the OICC, (3) the assistance of disabled vehicles, (4) skidding and bunching logs or pulpwood or fuelwood along maintained Base gravel or dirt trails, and (5) within the limits of designated areas to be cut only for felling trees, with no other uses permitted without prior approval. All unmarked trees cut or excessively damaged by careless operations of the Purchaser shall be paid for at the rate of \$1.00 per diameter inch for trees up to 12 inches in diameter outside bark (dob) across the stump, if cut, or at 4-1/2 feet (dbh) outside bark above the ground, if uncut; \$2.00 per diameter inch for trees between 12.1 inches and 18 inches; and \$3.00 per diameter inch for all trees 18.1 inches in diameter or larger. All penalties will be determined by the OICC. When directed by the OICC, damaged trees shall be salvaged. The exception to the foregoing penalty will be when, of necessity, with prior approval of the OICC additional trees are cut for necessary access to roads or trails to facilitate logging operations. In these cases, the additional volume in trees of more than 5 inches dbh will be paid for at the bid prices. Stumpage damaged by fire caused by the negligence or fault of the Purchaser shall be cut. The Government will mark and tally such stumpage and the Purchaser shall buck it into timber products and remove it from the Base as directed. Payment for such fire damaged and removed products shall be made by the Purchaser at double the bid price for pine pulpwood and double the prices listed for the products, other than pine pulpwood, in the current Timber Mart South.

8. TEMPORARY FACILITIES: The construction of temporary structures, roads, or other improvements necessary 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 are approved in advance by the Contracting Officer. The Purchaser will 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 turn-offs where available. Where such existing roads and turn-offs 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. Ingress to the areas to be cut should be directly from a road and then up and down the area to be cut insofar as possible. Egress should follow the reverse procedure.

9. SANITATION: Adequate sanitary conveniences of an approved type, properly secluded from public observation, shall be constructed and maintained in an approved manner for use of persons employed on the work. All temporary structures and the ground adjacent thereto, shall be maintained in a clean, sanitary condition and rubbish shall be disposed of satisfactorily. All buildings, toilets, garbage pits, and other structures shall be located so as to prevent pollution of the water in streams and shall be constructed and maintained to prevent the breeding of flies or the development of unsanitary conditions.

10. PROTECTION OF STREAMS AND STREAMSIDE AREAS: All operations, including the construction of roads and other facilities, shall be conducted in a manner to minimize damage to stream courses and streamside areas. Logs shall not be hauled, skidded, or yarded in or across any stream course without approval. Stream courses shall be cleared of logs, chunks, and debris resulting from operations under this specification by the Purchaser.

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

- a. Prevention of gullyng of roads, skid trails, and log landings
- b. Protection of cover, soil and water conditions in natural or artificial openings
- c. Refraining from operation of logging equipment when ground conditions are such that excessive soil damage will result. To avoid such damage, the OICC may suspend logging operations in whole or in part for such periods as are necessary.

Damage attributable to the Purchaser's operations under the contract, which is determined by the OICC as excessive or was avoidable, shall be repaired by the Purchaser as soon as practicable to prevent accelerated erosion or soil damage. After logging operations have been completed in each of the various areas, the Purchaser shall repair in a satisfactory manner all damage resulting from his operation which will cause accelerated soil erosion or reduce the productive capacity of the soil.

12. REMOVAL OF PLANT AND CLEANING UP: When temporary structures or other improvements are moved to another location or are abandoned, the Purchaser shall burn or otherwise dispose of all abandoned structures and debris, and except for slash, shall clean up the site. Upon the completion of the work, the Purchaser shall remove his plant, tools, materials, and other articles from the property of the Government.

13. REPAIRS OR REPLACEMENT OF DAMAGED WORK: Existing roads, bridges, culverts, fences, utility lines, buildings, and other facilities damaged by operations of the Purchaser shall be repaired or replaced as directed without

cost to the Government. Repaired or replaced work shall be in a condition as good as existed prior to the start of the work. Existing roads used by the Purchaser shall, at all times, be maintained usable and shall be kept passable and clear for Government traffic.

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 will immediately call the Officer in Charge of Construction reporting time and location of trouble.

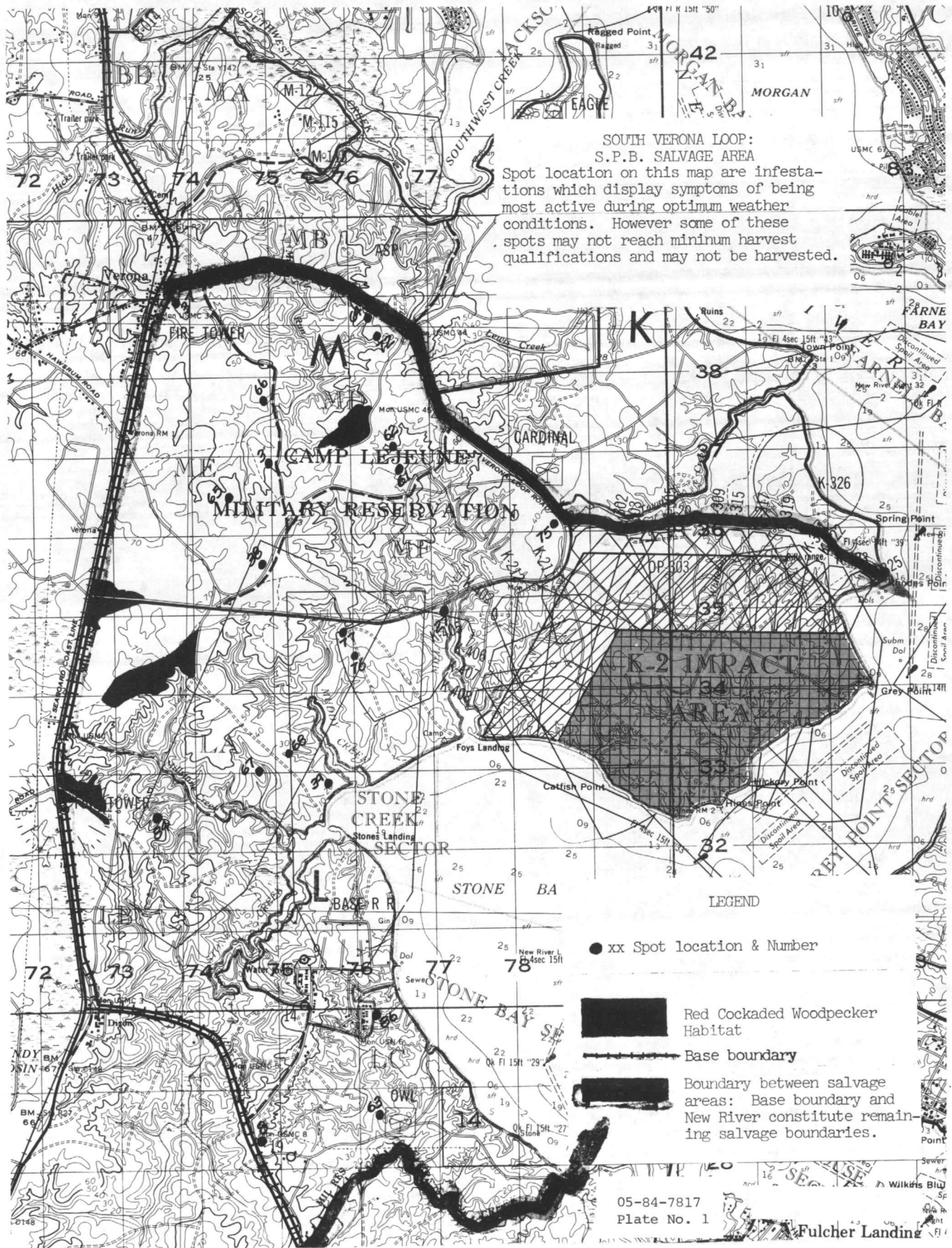
15. TIMBER MARKING EQUIPMENT: The Purchaser, subcontractors, agents, servants and employees are prohibited from bringing on the Base, or having in their possession while on the Base, paint or equipment for timber marking. Any violation hereunder shall make this contract, at the option of the OICC, subject 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 and waste oil and lubricants. Any repair or maintenance which could result in leakage or spillage of oil, fuel 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. Such work must be done so it is not visible from the roads or trails insofar as possible. 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 OICC or his representative. The Purchaser's representative must be a competent individual who is approved by the OICC prior to commencement of this contract. If this representative proves incompetent or fails to take action on instructions given him by the OICC 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 OICC or his representative to safely and economically scale, inspect the cutting, logging, construction or other activity of the Purchaser and to conduct their other official duties in the sale area and vicinity.




END OF SECTION



**SOUTH VERONA LOOP:
S.P.B. SALVAGE AREA**

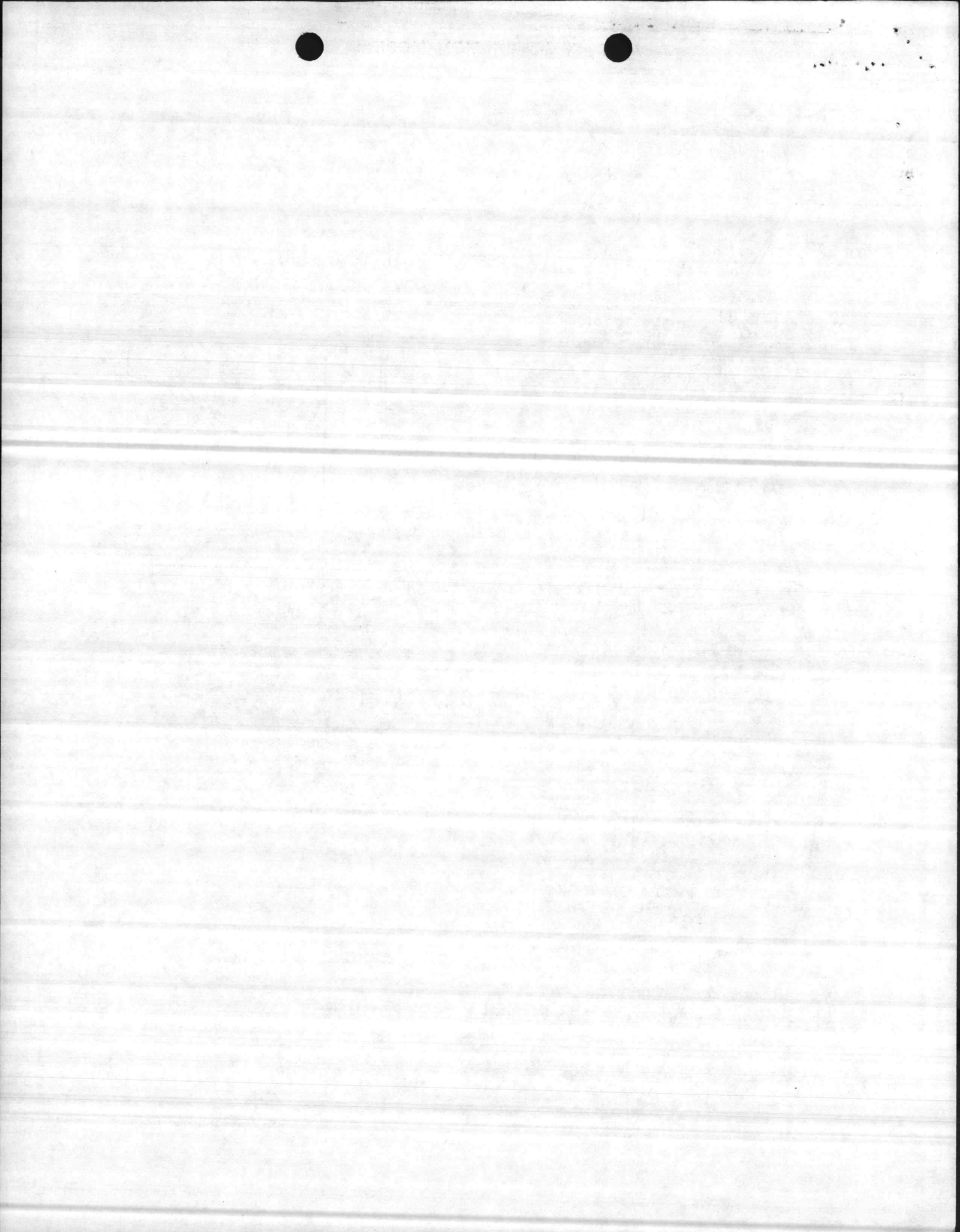
Spot location on this map are infestations which display symptoms of being most active during optimum weather conditions. However some of these spots may not reach minimum harvest qualifications and may not be harvested.

LEGEND

- xx Spot location & Number
-  Red Cockaded Woodpecker Habitat
-  Base boundary
-  Boundary between salvage areas: Base boundary and New River constitute remaining salvage boundaries.

05-84-7817
Plate No. 1

Fulcher Landing



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. NO. 1	2. EFFECTIVE DATE 19 Dec 83	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable) Spec. 05-84-7817
--	--------------------------------	-------------------------------------	--

5. ISSUED BY Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina	CODE 406	6. ADMINISTERED BY (If other than block 5)	CODE
--	-------------	--	------

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code)	CODE	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO. N62470-84-B-7817 DATED 19 Dec 83 (See block 9) MODIFICATION OF CONTRACT/ORDER NO. DATED (See block 11)
---	------	---------------	--

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER
SOUTH VERONA LOOP
at the
MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

SECTION 01013. BIDS

After paragraph 2. BID GUARANTY, insert the following:

"3. PERFORMANCE BOND: The successful bidder, before the award of the contract, shall post a performance bond on Standard Form 25 in the sum of 25 percent of the entire contract price to cover the purchaser's obligation and undertaking in harvesting and removal of timber under this contract. Such bond will remain in full force and effect during the term of this contract and any extension thereof."

RENUMBER existing paragraphs 3, 4, 5, 6, 7 and 8 to read 4, 5, 6, 7 and 8.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA BY M. L. ENNETT By direction (Signature of Contracting Officer)
--	--

15. NAME AND TITLE OF SIGNER (Type or print)	16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print) C. A. JOHANNESMEYER, CDR, CEC, USN for COMNAVFACENGCOM	19. DATE SIGNED 19 Dec 83
--	-----------------	--	------------------------------

