FILE FOLDER

DESCRIPTION ON TAB:

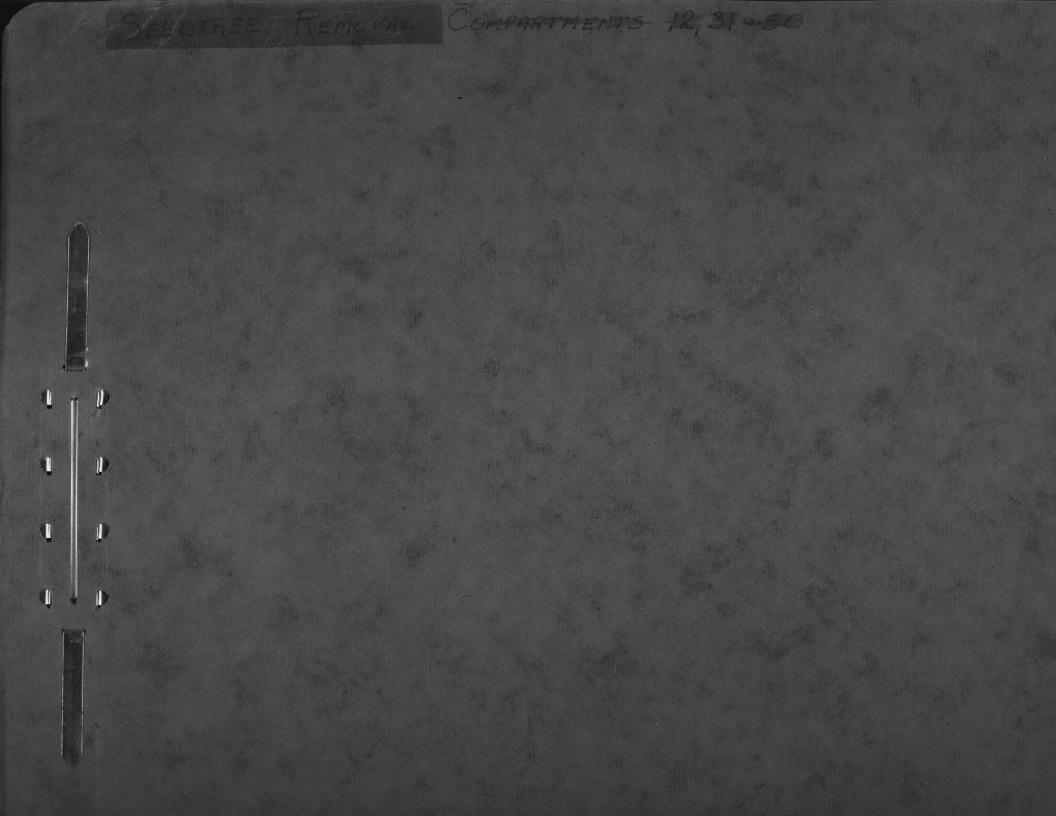
SEED TREE REMOVAL

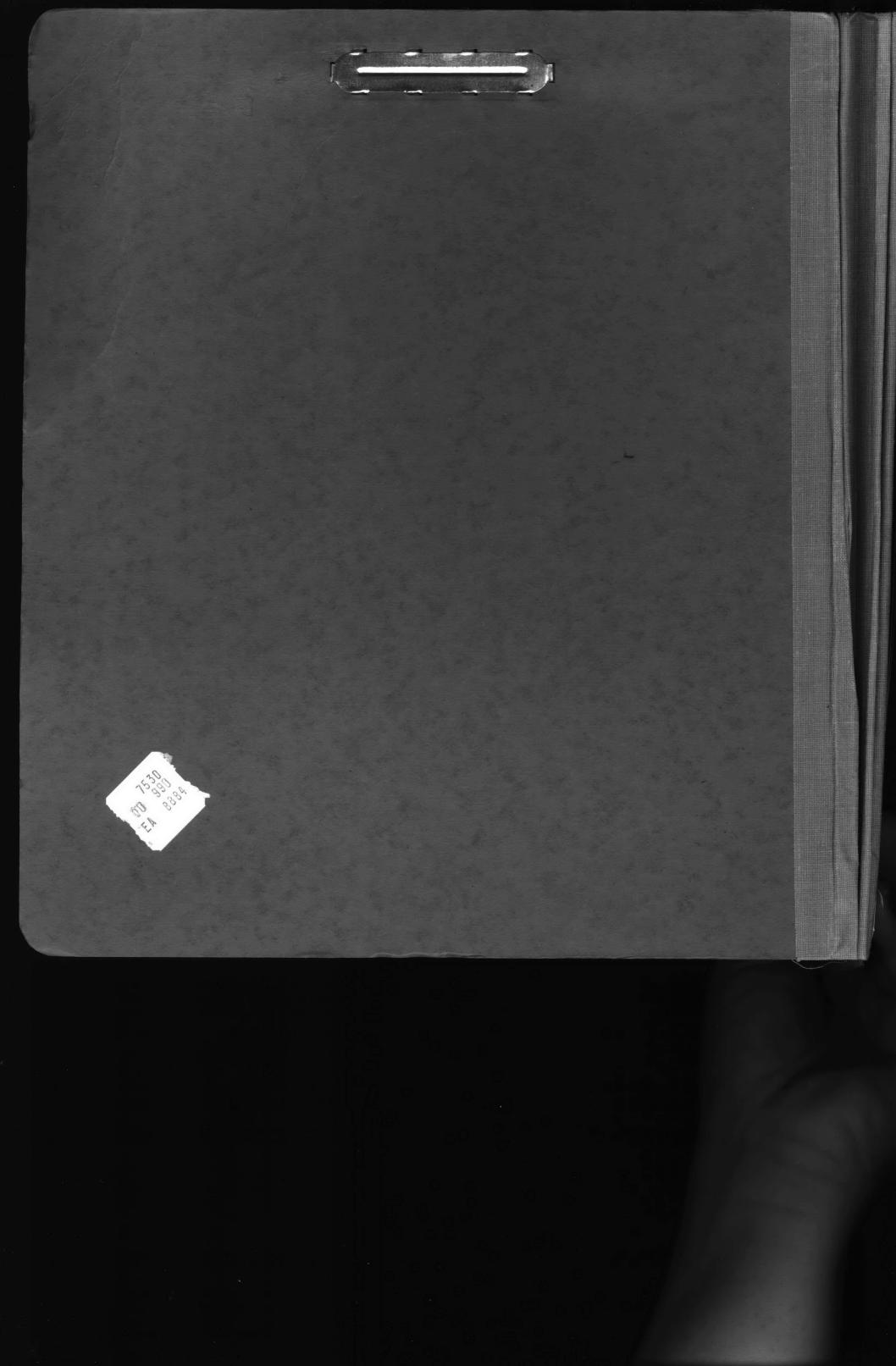
COMPARTMENTS 12, 31, 4 50

Outside/inside of actual folder did not contain hand written information

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





NAVFAC 4280/1 (REV. 12-73) S/N 0105-LF-025-8001



Covernment Printing Office: 1978-783-173/3183 8-1

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DUPLICATE

CONTRACT N62470-84-5-7816

Theolis

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

GEORGIA-PACIFIC CORPORATION (Contractor)

for

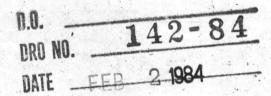
SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER NORTH VERONA LOOP

at the

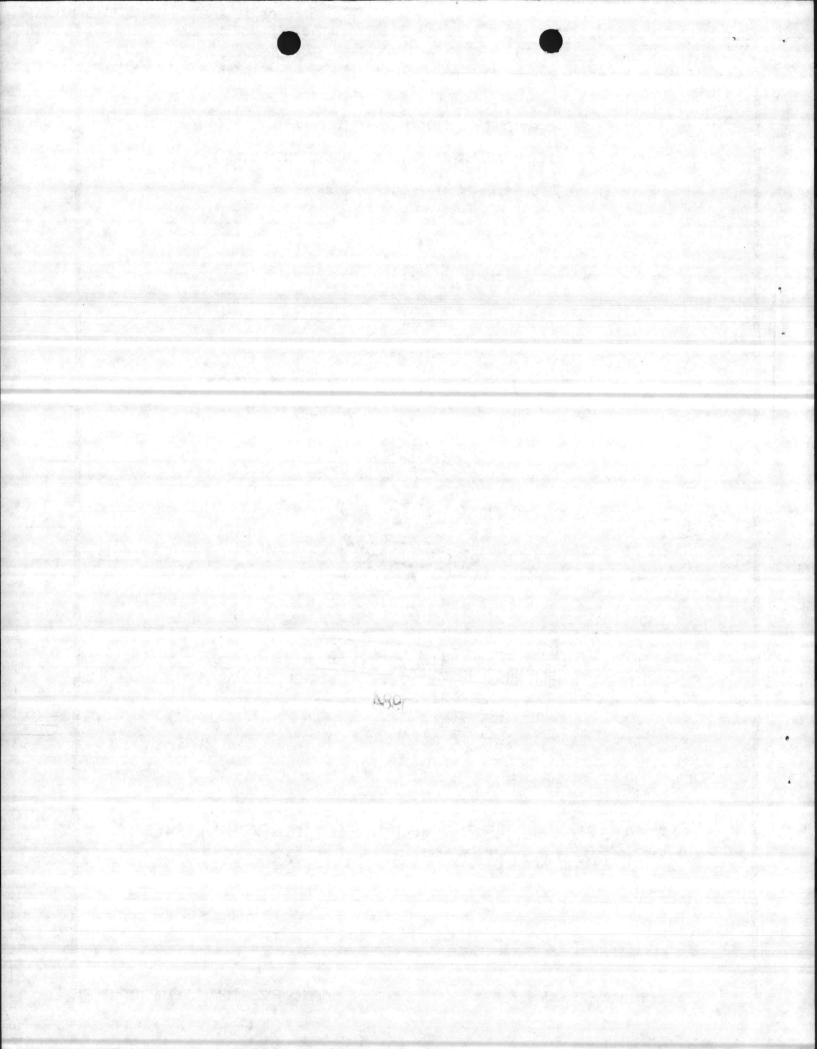
MARINE CORPS BASE,

CAMP LEJEUNE, NORTH CAROLINA

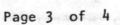




NAVAL FACILITIES ENGINEERING COMMAND DEPARTMENT OF THE NAVY



SALE OF GOVERNMEN	IT PROPERTY-	-BID AND A	WARD	N62470-84	-B-7816		PAGE NO 2
SSUED BY	· · ·		ADDRES	S YOUR BID TO an	Ameridanen		
Officer in Charge			. Berley				
Jacksonville North C	arolina Area	States a state		SAME			
Marine Corps Base			1000				Search and
Camp Lejeune, North	Carolina 285	42	NDS Y	MILL BE OPENED	AT 2:00 P	M, 17 .	JANUARY 19
FOR INFORMATION CONTACT (No	ne & Iel. m.)	at the Of		Officer in	Charge of	Const	ruction
Officer. In Charge	C. N. S. S.	la.	cksonvi	lle North C	arolina Ar	ea	
Telephone:		Ro	om 26.	Building 10	05, Marine	Corps	Base,
919-451-2581	And Roy 22	Ca	mp Leje	une, North	Carolina 2	8542	
Scaled bids in <u>THREE</u> at the place designated ab The General Sale Te dated March 1979, and such other special to	ove until the dat rms and Cond	itions, SF	ecified abo	du çeu înar en	1974 and	Supples crence an	ment to S id identified re on file at 1
issuing office and will be m	- de queilable un	on request.) (2	2) BID D	EPOSIT'		: 🖾 1	IS REQUIRE
issuing office and will be m IN AN AMOUNT NOT	IFSS THAN	20 %	OF THE	TOTAL BID.	Part Charles		
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(3) Bidder is required to	pay for any or a	Il of the items	listed on	the Item Bid J	age as par	Specifi	Bid, at the p cation Se
in the machilton	Dursuant to	Liause o o	51 51117	c alla i ai a		spectri	current oc
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				· · · · · · · · · · · · · · · · · · ·			000 00
after date of Bid op	ening, to pay for	and remove th	he propert	iy. The total an	nount of the B	id(s) is \$ Check	200.00
after date of Bid op and attached is the bid d	langerit when rec		invitation,	in the form(s)	nount of the B of <u>Cashiers</u>	id(s) is \$ Check	200.00
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and attached is the bid d	in the an	abbropriate bo	.00 xes)		nount of the B of <u>Cashiers</u>	id(s) is \$ Check	_200.00
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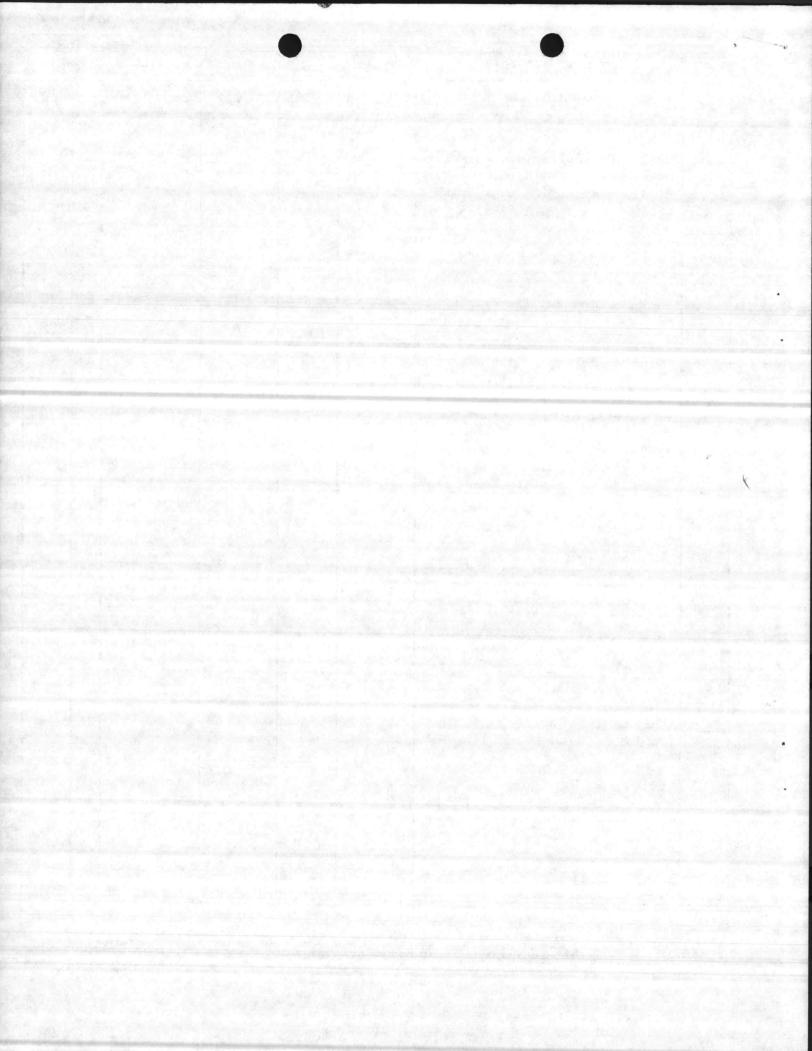


This procurement is <u>NOT</u> set-aside for Small Business concerns; however, Standard Industrial Classification No. 0851 applies and the applicable size standard for this procurement is \$2,000,000.00.

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRIC	CTS
		ESTIMATED	1. And the second second		DOLLARS	
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	20.00	\$	
	Award of the contract, if made, will be made to the highest conforming bidder on Base Bid.					
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BID NO	-TO BE FILLED IN BY SALES OFFICE	NAME OF BIDD	ER AND IDEN	ITIFICATION NO	D., IF APPLICABLE	(Type or

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SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS

1. INSPECTION.

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

2. CONDITION AND LOCATION OF PROPERTY.

Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is." The 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

(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

(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

(TERMS AND CONDITIONS COMPLETELY REVISED)

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).

ATION FOR BIDS NO.

7. TITL

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for each '		

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 propertyafter 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 of his authorized representative.

charge. The Purchaser shall remnunct the other 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 repretative 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

STANDARD FORM 114C and Lecip p), the Entrepret in strong of the p) the Contaction Office to the extent in General Services Administration FPMR (41 CFR) 101-45.3 114-405

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a 15-day written notice of default (calculated from date of mailing) and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Purchaser shall lose all right, title and interest which he might otherwise have acquired in and to such property as to which a default has occurred. The Purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed period(s) of time, the Government at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 20% of the purchase price of the item (s) as to which the default has occurred, or (b) 25, or the purchase price of such item (s) if the purchase price is less than 25: *Provided*, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in "b" above is applicable, shall be determined by the total purchase price reflected in the award documents: Provided further, That the maximum sum which may be recovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the forumla amount. When the Government exercises this election, it shall specifically apprise the Purchaser, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to re-move 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 remidies as are provided by law or under the contract.

10. SETOFF OF REFUNDS.

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

11. INTEREST.

Notwithstanding any other provision of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the Government under this contract shall bear interest at the rate of six percent per annum from the date of first written demand until paid. Irrespective of the amount of the indebtedness, a minimum interest charge of five dollars (\$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 concerning a question of fac disposed of by agreement sh who shall reduce his decision	t arising under this con- all be decided by f to writing	which is not ing Officer, vise furnish
a copy thereof to the Purc		ontracting
Officer shall be final and		ndar days
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dispute heuer, the Purch	aser shall proceed diligen	itly with the per-
formance of the contract a	ind in accordance with	the Contracting
Officer's decision		

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 prior to opening, in the case of a bid, or prior to award, in



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

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

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

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

21. ASSIGNMENTS OF CONTRACTS.

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

22. CLAIMS LIABILITY.

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

23. WITHDRAWAL OF PROPERTY AFTER AWARD.

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

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

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

24. ELIGIBILITY OF BIDDERS

The Bidder warrants that he is not: (a) under 18 years of age; (b) an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold here-under; (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.

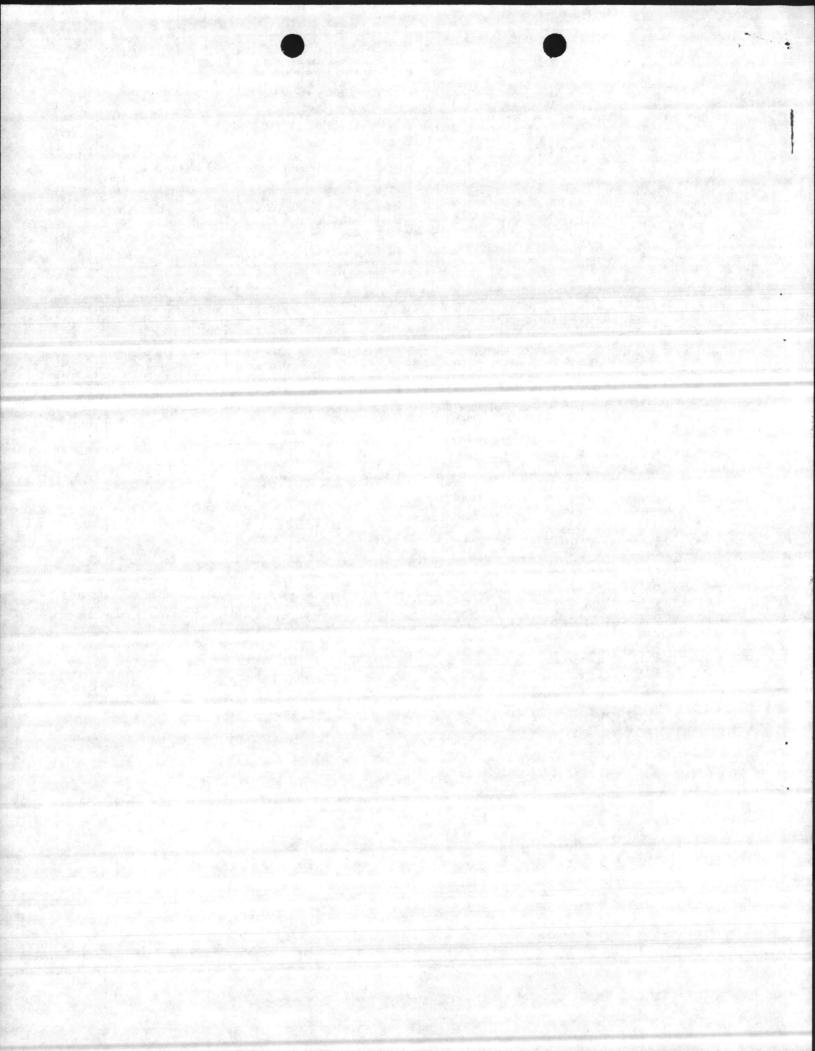
As used herein, the following terms shall have the meaning set forth below:

(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 busi	ness concern for the purpose of
the sale of Government-owned pr	operty, o ^{+'} n timber, is a
concern, including its affiliates, wh	ich is ly owned and
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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

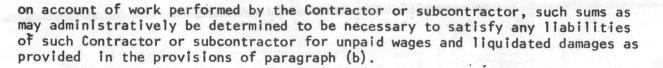
26. DELIVERY AND REMOVAL OF PROPERTY. Clause 7, Title, is hereby modified as follows: Title to the timber in each payment unit area as defined in the specification shall vest in the Purchaser as and when full and final payment for the timber in each payment unit area is made and severance from the soil 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. <u>Violation; liability for unpaid wages; liquidated damages</u>. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor sahll be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

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



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

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

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

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

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

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

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

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

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Exeuctive Order No. 11246 of September 24, 1956, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Exeuctive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISPUTES (1979 MAR):

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

- B. "Claim" means
 - 1. A written request submitted to the Contracting Officer;
 - 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

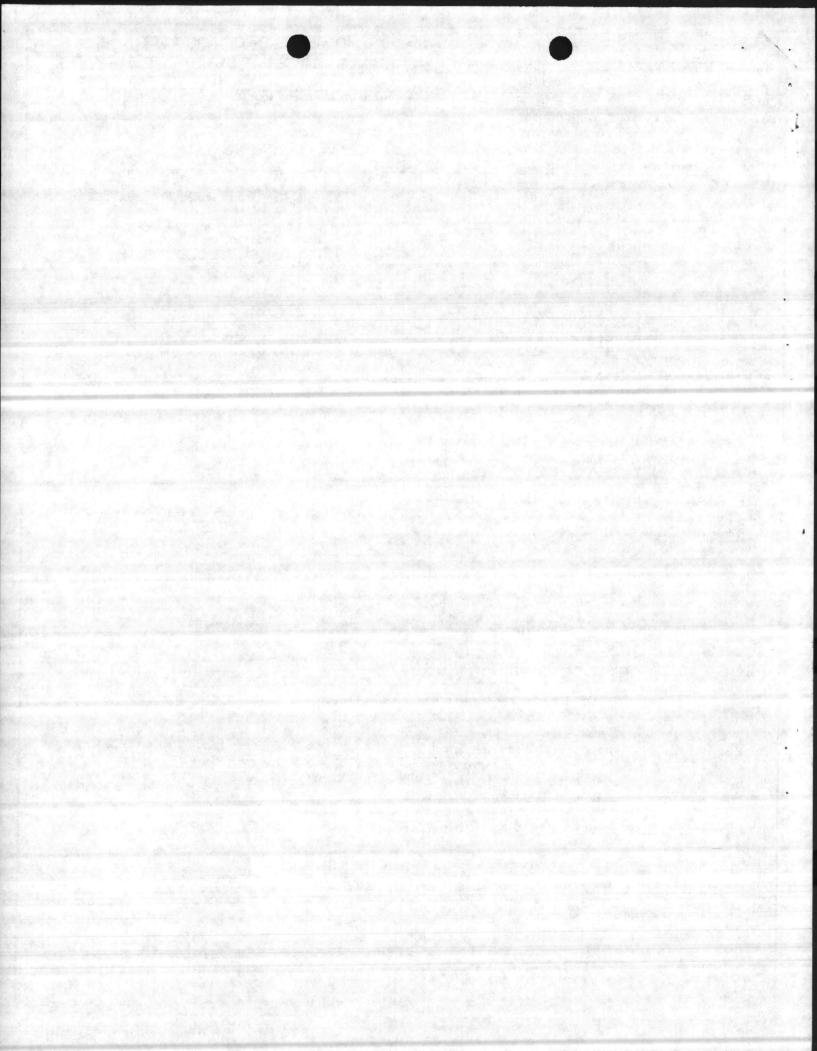
- On the amount found due on claims submitted under this clause;
- At the rates fixed by the Secretary of the Treasury, under the Renegotiation Act, Public Law 92-41;
- 3. From the date the Contracting Officer receives the claim, until the Government makes payment.

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."

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NOTICE:

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

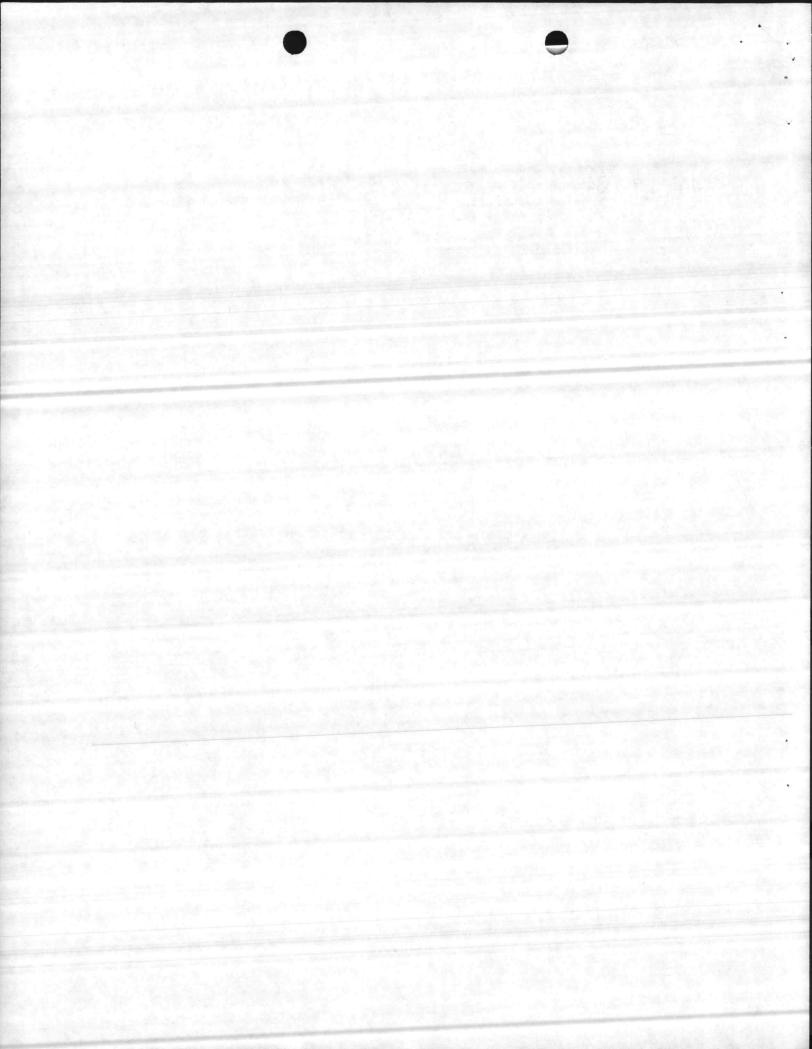
CONTRACT N62470-84-B-7816

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



CONTENTS

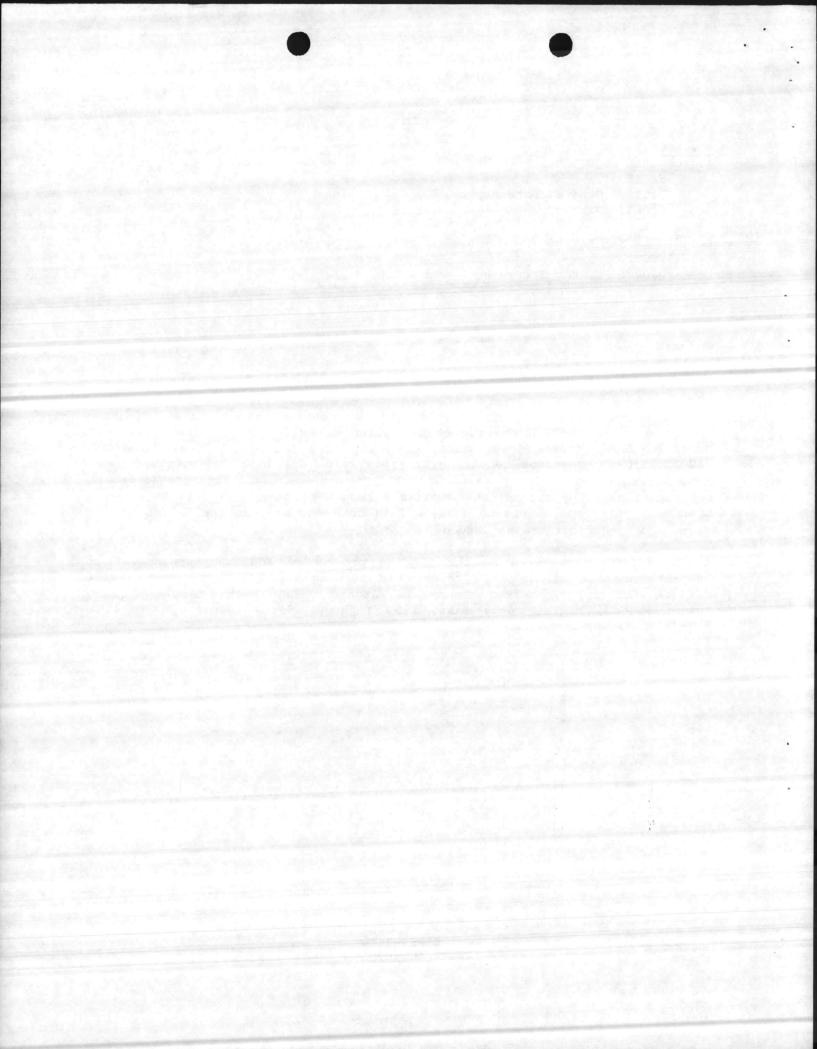
DIVISION

- 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.

05-84-7816 CONTENTS



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. Similiarly, 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

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 dur 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:

COVERAGE

Type of Insurance	Per Person	Per Accident	Property
1. Comprehensive General Liability	\$300,000 \$300,000	\$1,000,000 \$1,000,000	\$100,000 \$100,000
 Automobile Liability Workmen's Compensation Other as Desuined by State Law) 	As required	\$1,000,000	\$100,000

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 aversely 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 generall infested are 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

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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 followiing item:

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

Classification of Work	Estimated Quantities	Unit Price	Total Price
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

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(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, modifiction 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

05-84-7816 01013 - 2

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.

> 05-84-7816 02000 - 1

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 aproval 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.

> 05-84-7816 02000 - 2

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 conditon 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 streamsides. 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 aritificial 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 Purhaser'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.

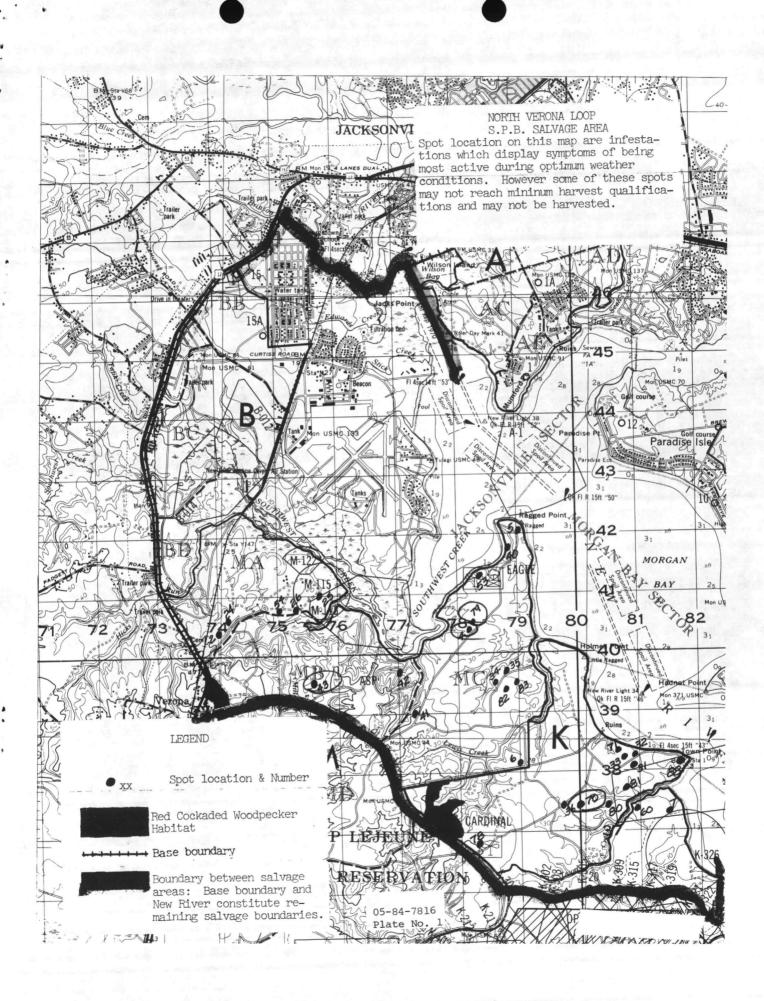
15. TIMBER MARKING EQUIPMENT: The Purchaser, subcontractors, agents, servants and employees are prohibited from bringing on the Base, or having in their possession while on the Base, paint or equipment for timber marking. Any violation hereunder shall make this contract, at the option of the OICC, subject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

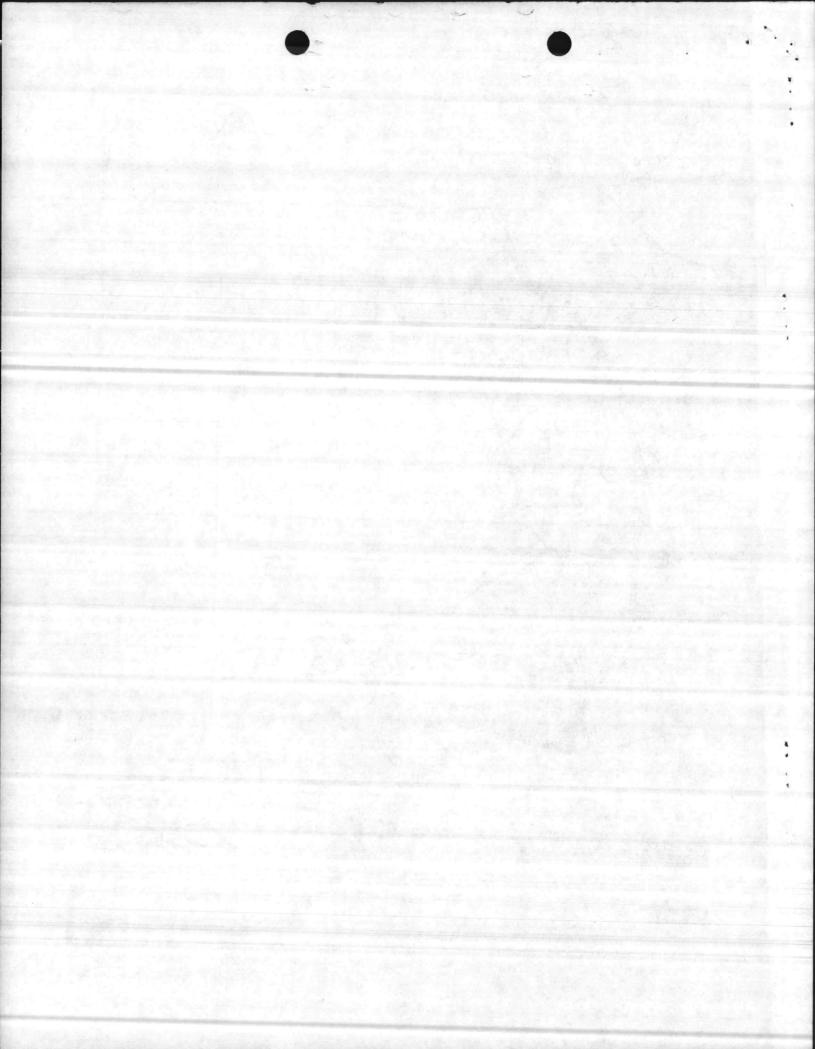
16. CONTROL OF HAZARDOUS MATERIALS AND WASTES: No hazardous substance may be discharged onto the ground or into the streams and surface waters. This includes all petroleum products and waste oil and lubricants. Any repair or maintanence which could result in leakage or spillage of oil, fuel or any hazardous 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 shallat 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





NAVEAC 4280/1 (REV. 12-73)



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

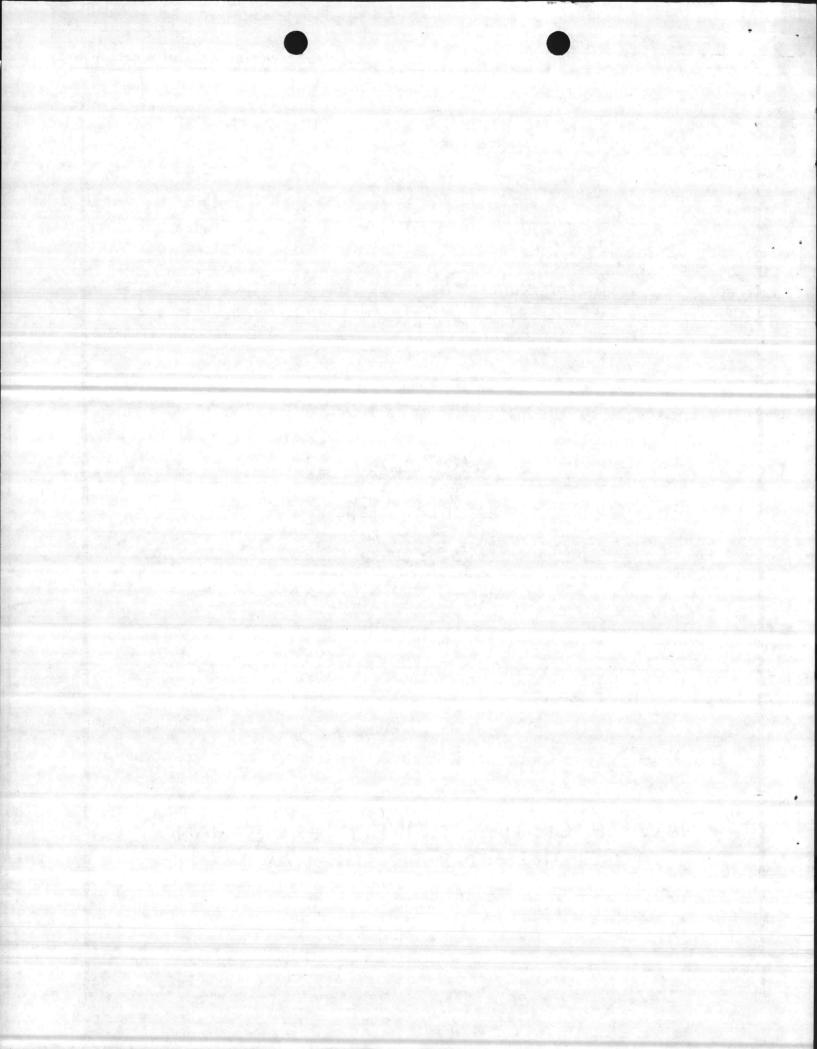
at the

MARINE CORPS BASE

CAMP LEJEUNE, NORTH CAROLINA



NAVAL FACILITIES ENGINEERING COMMAND DEPARTMENT OF THE NAVY



CHILD OF CONFOULIENT PPI	OPERTY-BID AND AWA	INVITATION FOR AL		PAGE NO 2 OF
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or INFORMATION CONTACT (Numu & In fficer in Charge elephone: 19-451-2581	at the Office Jackso Room 2 Camp	e of Officer in C onville North Car 26, Building 1005 Lejeune, North Ca	Charge of Cons olina Area , Marine Corj rolina 28542	struction ps Base
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Specification No. 05-84 issuing office and will be made av IN AN AMOUNT NOT LESS	ailable upon request.) (2) E	es of these forms, unle BID DEPOSIT F THE TOTAL BID	ss attached hereto	A IS REQUIRED
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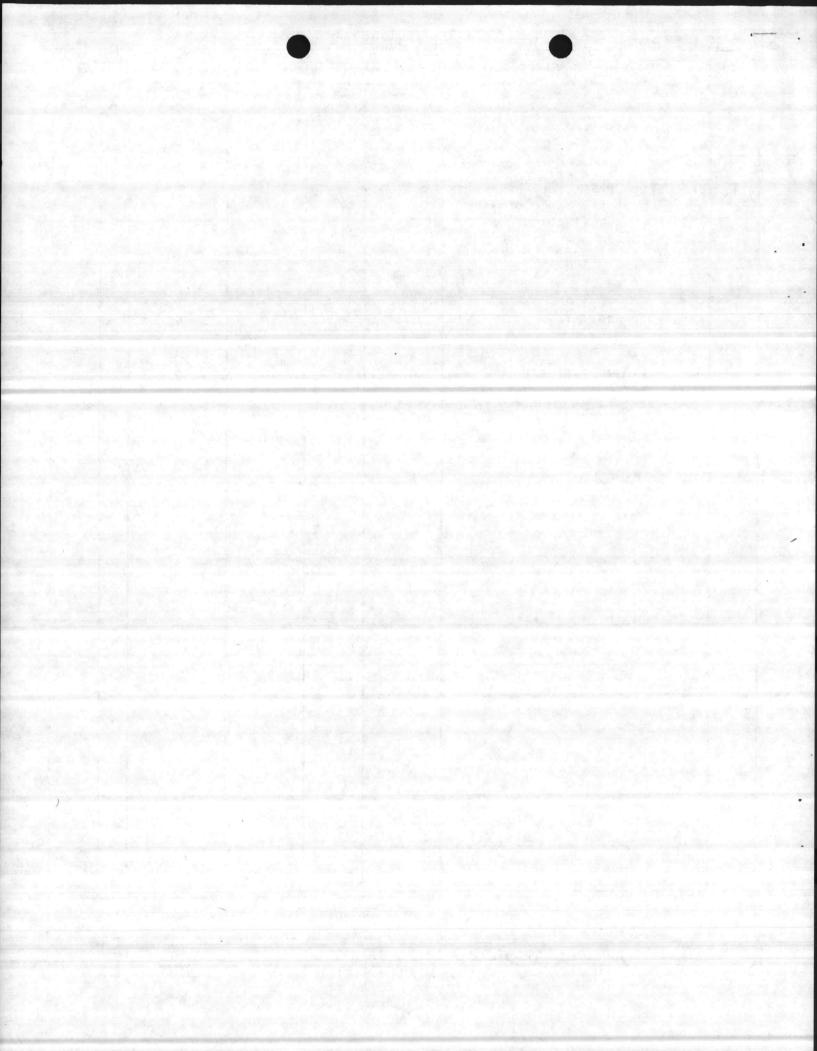


Page 3 of 4

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

ITEM NO.	ARTICLES FOR SALE	OUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BI DOLLARS	CTS	ITE
		ESTIMATED	-		5		
۱.	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	900	900	1	
	TOTAL BASE BID				\$ 9000		
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	-TO BE FILLED IN BY SALES OFFICE	NAME OF BIDD		TIFICATION NO	., IF APPLICABLE -(T	the or h	mint

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SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS

1. INSPECTION.

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

2. CONDITION AND LOCATION OF PROPERTY.

Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is." The 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. currencyor 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

(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. Inthe 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.

(TERMS AND CONDITIONS COMPLETELY REVISED)

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).

ATION FOR BIDS NO.

7. TITLE.

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8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

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

(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 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 repretative 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.

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

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a 15-day written notice of default (calculat 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 grater of (a) 20% of the purchase price of the item (s) as to which the default has occurred, or (b) \$25, or the purchase price of such item (s) if the purchase price is less than \$25: *Provided*, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in "b" above is applicable, shall be determined by the total purchase price reflected in the award documents: *Provided further*, That the maximum sum which may be recovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the forumla amount. When the Government exercises this election, it shall specifically apprise the Purchaser, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to rebasis and the Purchaser removes a portion of the lot but fails to re-move 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 rem-idies 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 Oncer 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 concerning a question of fact arising und disposed of by agreement shall be de- who shall reduce his decision to -	ation, any dispute tract which is not tracting Officer, berwise furnish
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(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 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, 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, 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, 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, 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, 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, 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, and as their agent does hereby so certify and (ii) he has not participated.

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

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

21. ASSIGNMENTS OF CONTRACTS.

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

22. CLAIMS LIABILITY.

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

23. WITHDRAWAL OF PROPERTY AFTER AWARD.

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

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

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

24. ELIGIBILITY OF BIDDERS.

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

25. DEFINITIONS.

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

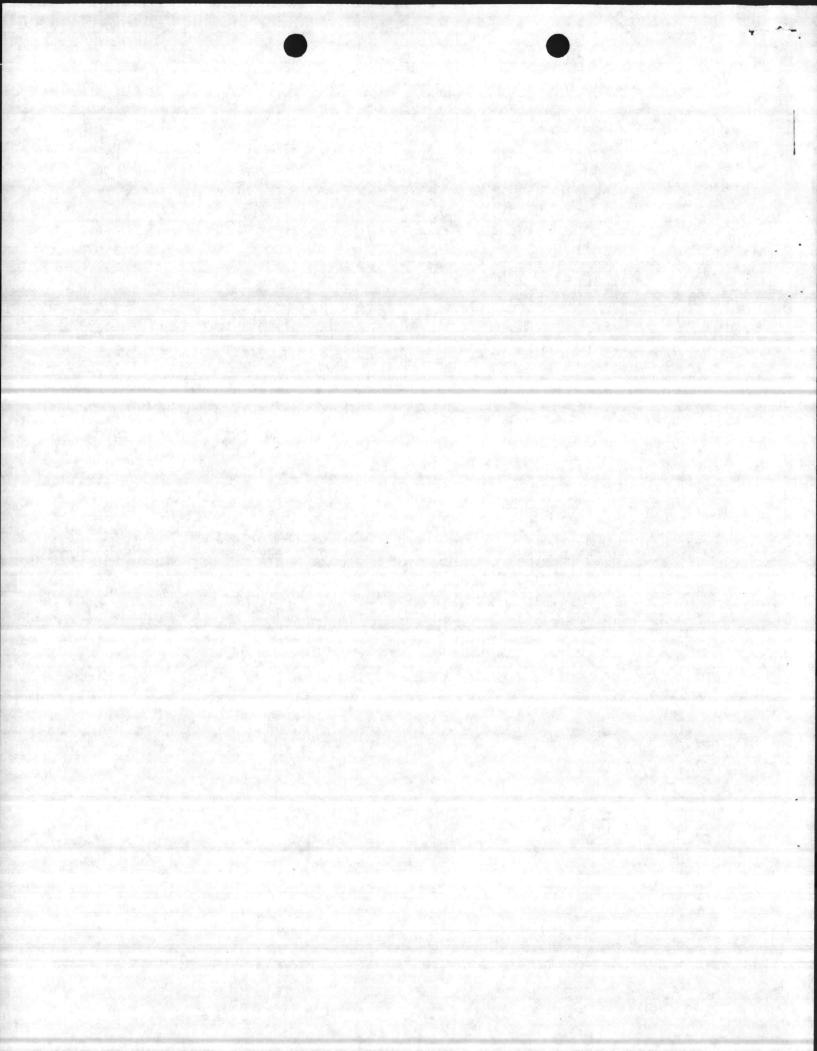
(a) "Secretary" means the Secretary, Deputy Secretary, Under Secretary, or any Assistant Secretary of the executive agency, and the head, deputy or any assistant head of the Federal agency; and the term "his duly authorized representative" means any person(s) or board (other than the Contracting Officer)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

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

(c) Small Business. A small business concern for the rurpose of the sale of Government-owned property, other the concern, including its affiliates, which is inder operated, is not dominant in its field of qualify under the following small be (1) Manufacturers. Any ed in

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(3) Stock archasers. 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

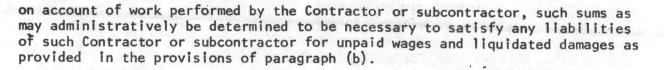
26. DELIVERY AND REMOVAL OF PROPERTY. Clause 7, Title, is hereby modified as follows: Title to the timber in each payment unit area as defined in the specification shall vest in the Purchaser as and when full and final payment for the timber in each payment unit area is made and severance from the soil 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. <u>Overtime requirements</u>. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

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

c. <u>Withholding for unpaid wages and liquidated damages</u>. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable 0



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

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

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

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

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

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

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

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

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Exeuctive Order No. 11246 of September 24, 1956, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Exeuctive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISPUTES (1979 MAR):

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

- B. "Claim" means
 - 1. A written request submitted to the Contracting Officer;
 - 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)

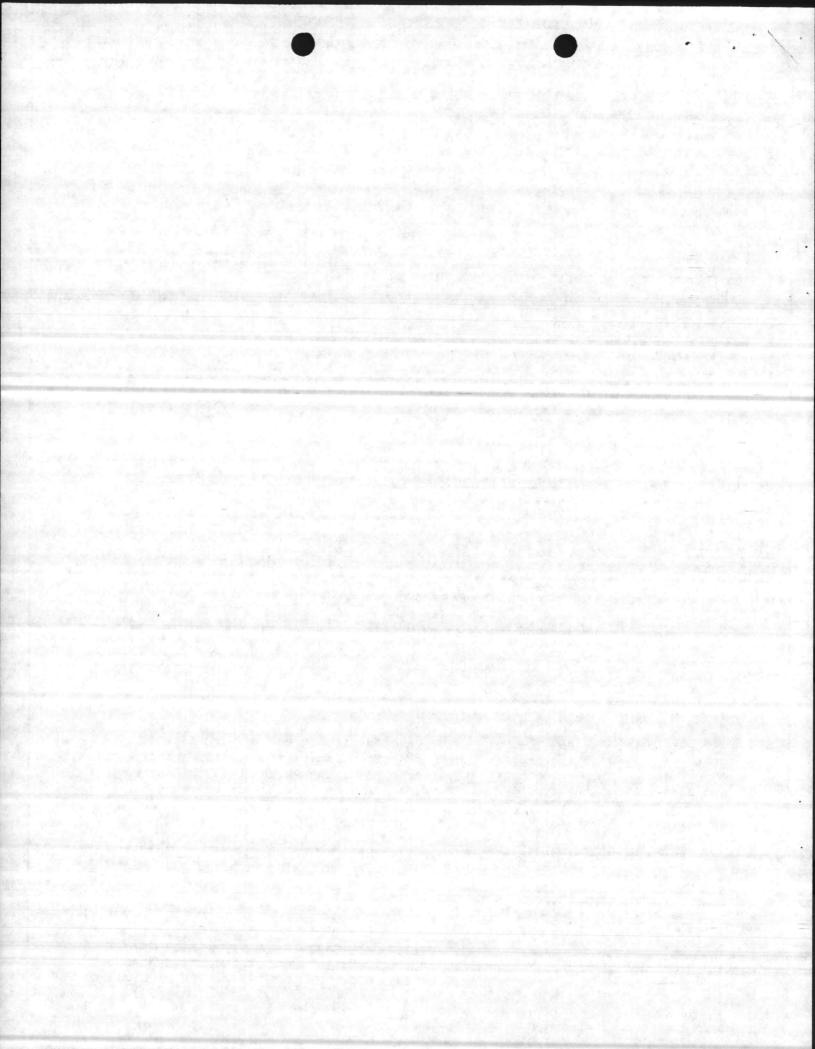
D. The Government shall pay the Contractor interest

- On the amount found due on claims submitted under this clause;
- 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."

GENERAL SERVICES ADMINISTRATION AM		TATION/MODIFICIO	-
. AMENDMENT/MODIFICATION NO.	2. EFFECTIVE DATE 3. RE	QUISITION / PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
NO. 1	19 Dec 83		Spec. 05-84-7818
	400	DMINISTERED BY (If other than block	s) CODE
Officer in Charge of Cons	struction		
Jacksonville, North Carol	ina Area		
Building 1005, Marine Cor	ps Base		
Camp Lejeune, North Carol	ina 28542	and an a first strength of the	
CONTRACTOR CODE	FACILITY		
NAME AND ADDRESS			LICITATION NO. N62470-84-B-7818
		DA	TED 20 Dec 83 (See block 9)
(Street, city,		in the second	
county, state, and ZIP			INTRACT/ORDER NO.
Code)			
and the second		DA	TED (See block 11)
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. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF			
The above numbered solicitation is amended as			
Offerors must acknowledge receipt of this amendme	ent prior to the hour and date specified	in the solicitation, or as amended, by or	ne of the following methods:
to the standard and and and and and and and and this or	mendment: (b) By acknowledging receip	t 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 a	amendment numbers. FAILURE OF YO	UR ACKNOWLEDGEMENT TO BE RECE	IVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND already submitted, such change may be made by telegram
DATE SPECIFIED MAY RESULT IN REJECTION OF 1 or letter, provided such telegrom or letter makes ref	ference to the solicitation and this ame	endment, and is received prior to the op	ening hour and date specified.
0. ACCOUNTING AND APPROPRIATION DATA (If			in the second
in and the second	the second second second		
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The Changes set forth in block 12 are mad			
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NOTICE:

BIDS TO BE OPENED AT 2:00 P.M. JAN 1 9 1984 at the offfice 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

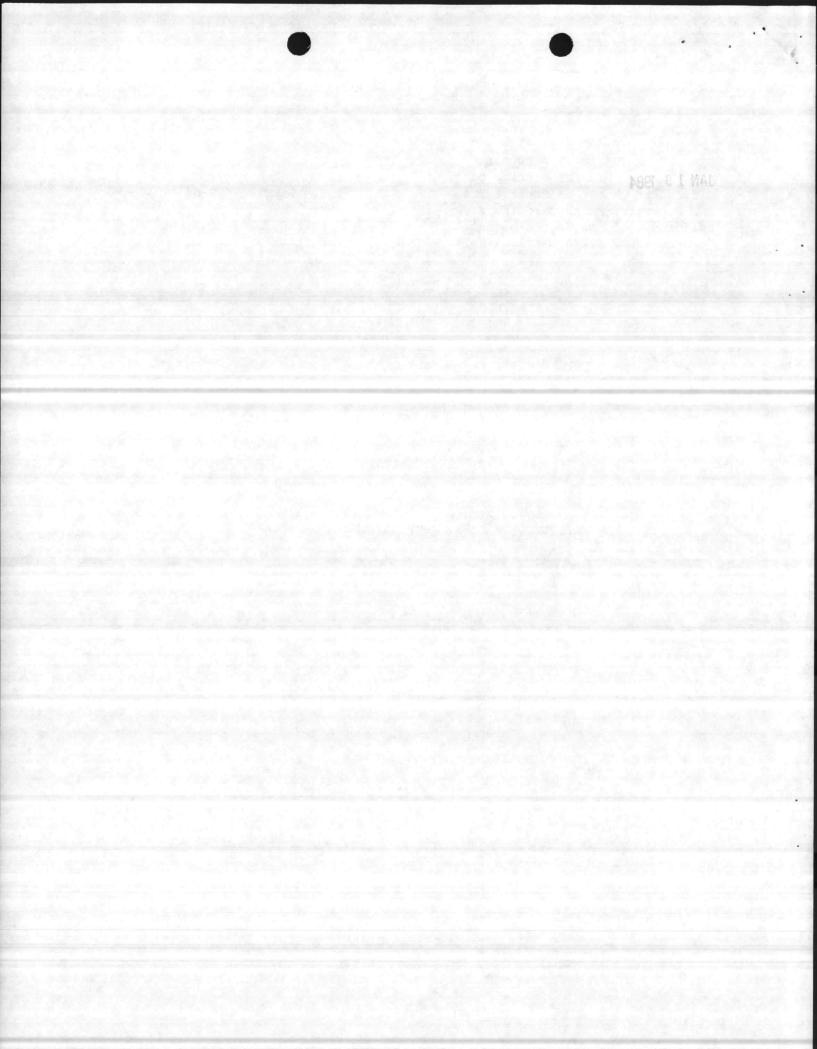
NAVFAC SPECIFICATION NO. 05-84-7818

SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER EAST MAINSIDE

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

05-84-7818



CONTENTS

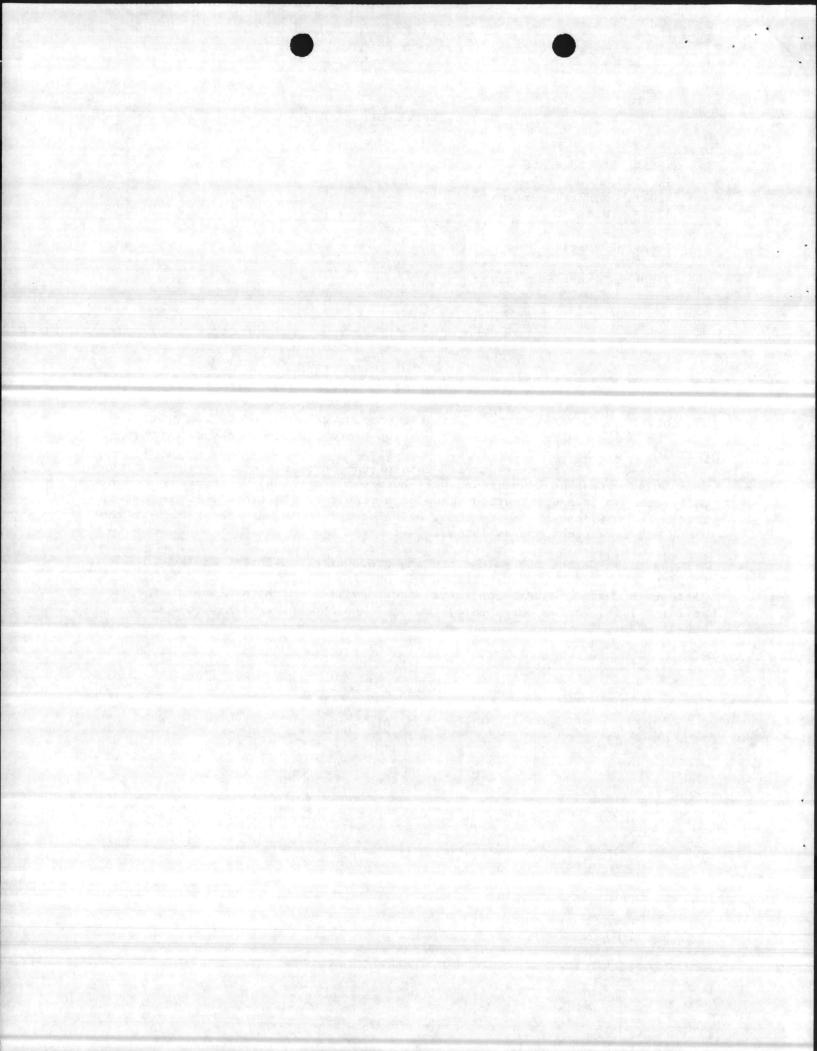
DIVISION

- 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.

05-84-7818 CONTENTS



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. Similiarly, 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

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

> 05-84-7818 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 dur 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:

COVERAGE

Type of Insurance	Per Person	Per Accident	Property
 Comprehensive General Liability Automobile Liability 	\$300,000 \$300,000	\$1,000,000 \$1,000,000	\$100,000 \$100,000
3. Workmen's Compensation	As required		

4. Other as Required by State Law)

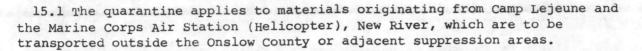
(b) Prior to commencement of work hereunder, the Contractor shall furnish to the OICC a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies aversely 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 generall infested are 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.

> 05-84-7818 01011 - 3

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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

05-84-7818 01011 - 4 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 followiing item:

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

 Classification of Work
 Estimated Quantities
 Unit Price
 Total Price

 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

> 05-84-7818 01013 - 1

(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, modifiction 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

05-84-7818

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.

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DAMAGE TO STANDING TIMBER: The harvesting of trees under this 7. 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 aproval 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 conditon 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 streamsides. 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 aritificial openings

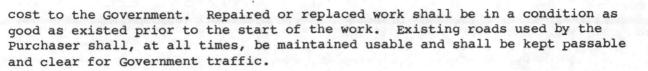
c. Refraining from operation of logging equipment when ground conditions are such that excessive soil damage will result. To avoid such damage, the OICC may suspend logging operations in whole or in part for such periods as are necessary.

Damage attributable to the Purhaser'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

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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.

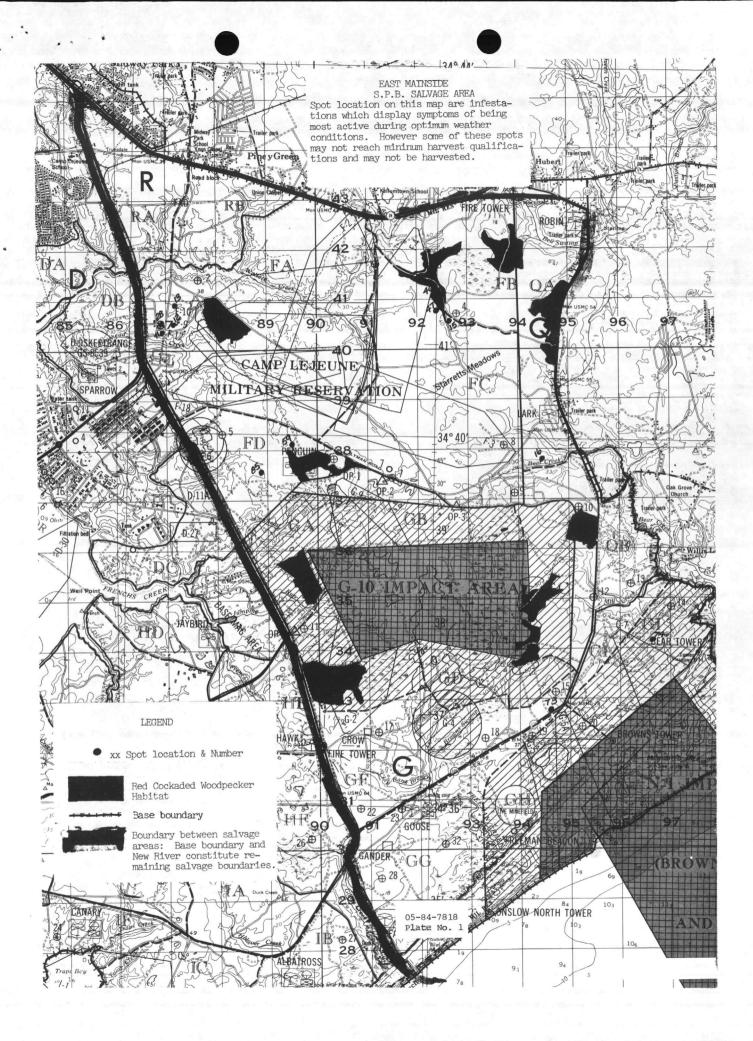
15. TIMBER MARKING EQUIPMENT: The Purchaser, subcontractors, agents, servants and employees are prohibited from bringing on the Base, or having in their possession while on the Base, paint or equipment for timber marking. Any violation hereunder shall make this contract, at the option of the OICC, subject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

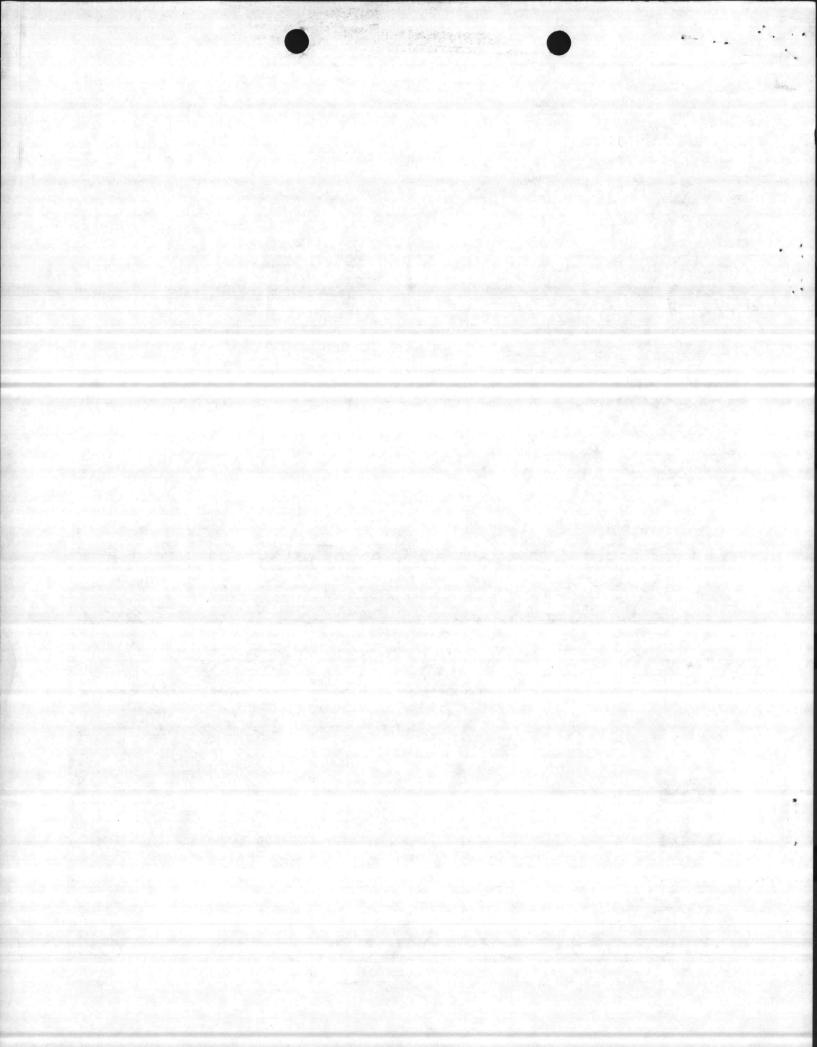
16. CONTROL OF HAZARDOUS MATERIALS AND WASTES: No hazardous substance may be discharged onto the ground or into the streams and surface waters. This includes all petroleum products and waste oil and lubricants. Any repair or maintanence which could result in leakage or spillage of oil, fuel or any hazardous 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 shallat 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





SALE OF GOVERNMENT PROPERTY	-BID AND AW	ARD	N62470-84-	B-7817	PAGE NO. 2 of
ISSUED BY		ADDRESS	YOUR BID TO a	nd Amendment	No. 1
Officer in Charge Jacksonville North Carolina Are Marine Corps Base Camp Lejeune, North Carolina 28			SAME		
FOR INFORMATION CONTACT (Name & Iel. no.)	and the second second	BIDS WI	LL BE OPENED A	1 2:00 PM, 17	JANAURY 1984
and the second				Charge of Cons rolina Area	struction

SALE OF SOUTHERN -PINE BEETLE DAMAGED

all items listed on the accompanying schedule, will be received Sealed bids in THREE cop ies for purchasing 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 , [X] IS REQUIRED issuing office and will be made available upon request.) (2) BID DEPOSIT' 20 _% OF THE TOTAL BID. IN AN AMOUNT NOT LESS THAN.

as part of this Bid, at the price (3) Bidder is required to pay for any or all of the items listed on the Item Bid page 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)

60 In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within calendar days

after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$. and attached is the bid deposit, when required by the Invitation, in the form(s) of , in the amount of \$

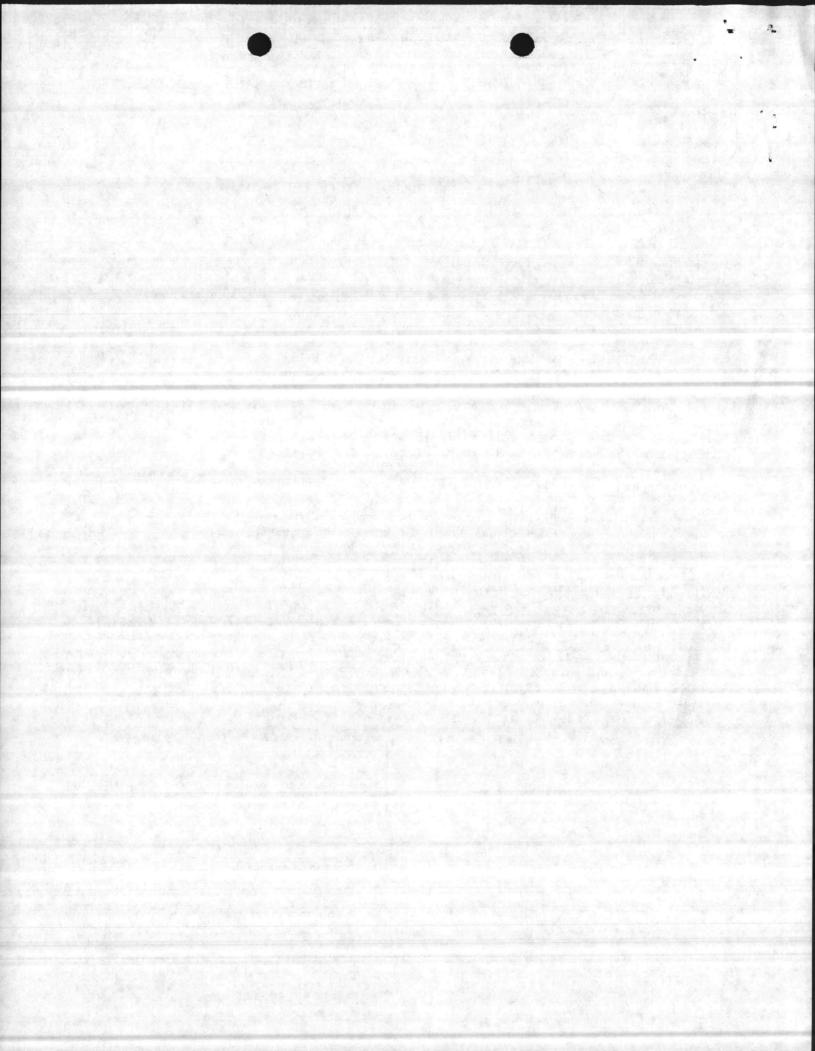
BIDDER REPRESENTS THAT: (Check appropriate boxes) (1) He has, has not, inspected the property on which he is bidding.

(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 (Type or print)	BIDDER (Sincel, city, state & ZIP Code)	SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID			
		SIGNER'S NAME & TITLE (Type or print)	DATE OF BID		
TELEPHONE NUMBER					
BIDDER IDENTIFICATION					
	ACCEPTANCE BY THE GOVERNMEN	IT (This section for Government use only)	and the second second second		
ACCEPTED AS TO ITEM	NUMBERED	UNITED STATES OF AMERICA BY (Contracting Officer)	DATE OF ACCEPTANCE		
TOTAL AMOUNT	CONTRACT NUMBER(S)	NAME AND TITLE OF CONTRACTING OFFICER			
BUDGET BUREAU NO. 29-R0022	SPEC. NO	05 01. 7017 JAN 1	DARD FORM 114 1970 EDITION ral Services Administration		

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114-108



RETURN WITH BID

SALE OF SOUTHERN PINE BEETLE DAMAGED TIMBER, OUTH VERONA LOOP, MCB, CLNC

SALE OF GOVERNMENT PROPERTY	-BID AND AWARD	N62470-84-8-7817	PAGE NO. 2 of 4
ISSUED BY	ADDRES	S YOUR BID TO and Amendme	nt No. 1
Officer in Charge Jacksonville North Carolina Are Marine Corps Base Camp Lejeune, North Carolina 28	a rate of the state of the state	SAME ·*	
FOR INFORMATION CONTACT (Name & lel. m.)	BIDS V	WILL BE OPENED AT 2:00 PM,	17 JANAURY 1984
Officer in Charge Telephone: 919-451-2581	Jacksonvi Room 26,	Officer in Charge of lle North Carolina Are Building 1005, Marine une, North Carolina 28	a Corps Base,

Scaled bids in <u>THREE</u> cop ies for purchasing all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above 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 DEPOSIT¹, [X] 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.)

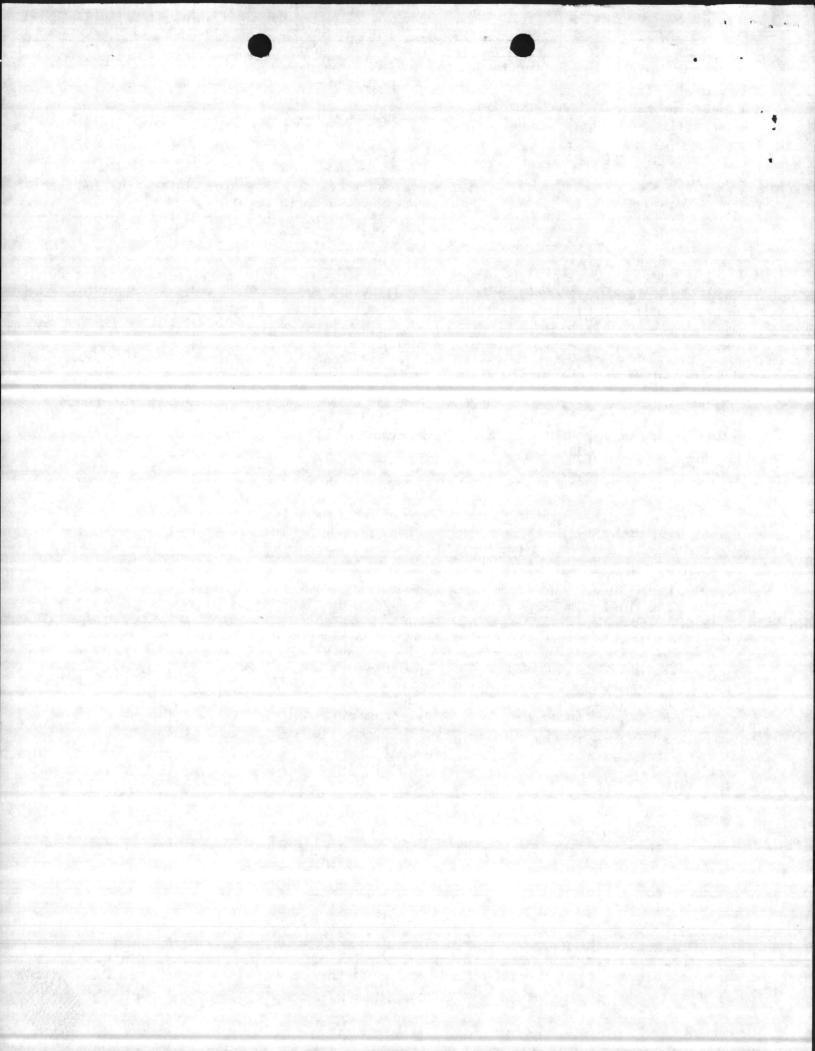
NAME AND ADDRESS OF B (Type or print)	IDDER (Street, city, state & ZIP Code)	SIGNATURE OF PERSON AUTHORIZED TO SIGN TH	IS BID
		SIGNER'S NAME & TITLE (Type or print)	DATE OF BID
TELEPHONE NUMBER:			
BIDDER IDENTIFICATION N		IMENT (This section for Government use only)	
ACCEPTED AS TO ITEM(S) N		UNITED STATES OF AMERICA BY (Contracting Officer)	
TOTAL AMOUNT	CONTRACT NUMBER(S)	NAME AND TITLE OF CONTRACTING OFFICER	
RUDGET BUREAU			DARD FORM 114

BUDGET BUREAU NO. 29-R0022

SPEC. NO. 05-84-7817

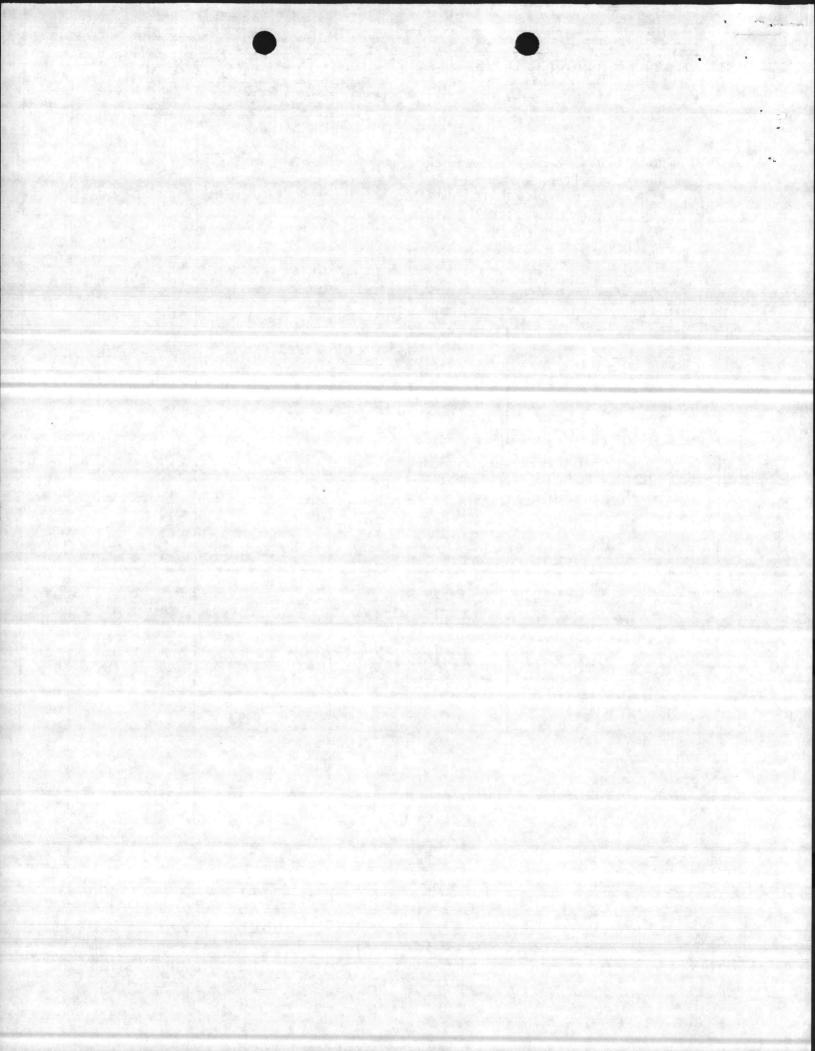
STANDARD FORM 114 JAN 1970 EDITION General Services Administration FPMR (41 CFR) 101–45.3 114–108

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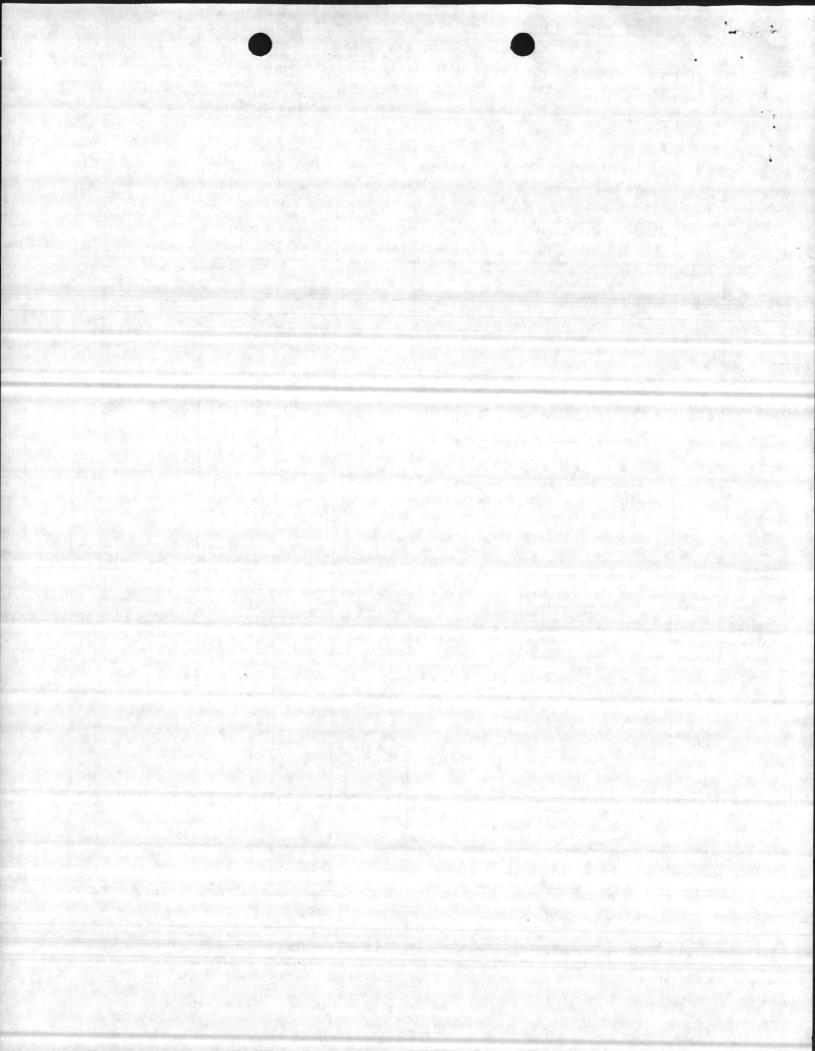
ITEM NO.	E OF GOVERNMENT PROPERTY-ITEM BI ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE DOLLARS	CTS
	A Distance of the second of the	ESTIMATED	C. St.	1944	Constant of the	
1.	BASE BID. Price for the entire work, complete, in accordance with the specification, based on the following estimated quantities of work.:					
	Pine Pulpwood	10	CDS		\$	
	Award of the contract, if made, will be made to the highest conforming bidder on Base Bid.					
			an a			
1						
BID NO.	TO BE FILLED IN BY SALES OFFICE	NAME OF BIDD	ER AND IDEN	TIFICATION NO	D., IF APPLICABLE (Type or
BUDGET E NO. 29-1	(FORM CONTENT COMPL SPECNO.	1 ETELY RE -05-84-78 -83436-1 554-002	17		STANDARD JAN. 1970 I General Ser FPMR (41 C 114–305	DITION vices Ad

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SAL	E OF GOVERNMENT PROPERTY—ITEM BI	D PAGE-SI	ALED BID	N62470-	84-B-7817	PAGE 4	01
ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)		PRICE BID PER UNIT	TOTAL PRICE	BID	1
		ESTIMATED	A. S. S.		1. Salar A	1	- New York
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		\$	_	
					1 States		
	Award of the contract, if made, will be made to the highest conforming bidder on Base Bid.	•					
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BID NO	DTO BE FILLED IN BY SALES OFFICE	NAME OF BID	DER AND IDEI	NTIFICATION N	IO., IF APPLICABLE	(Type or	pri

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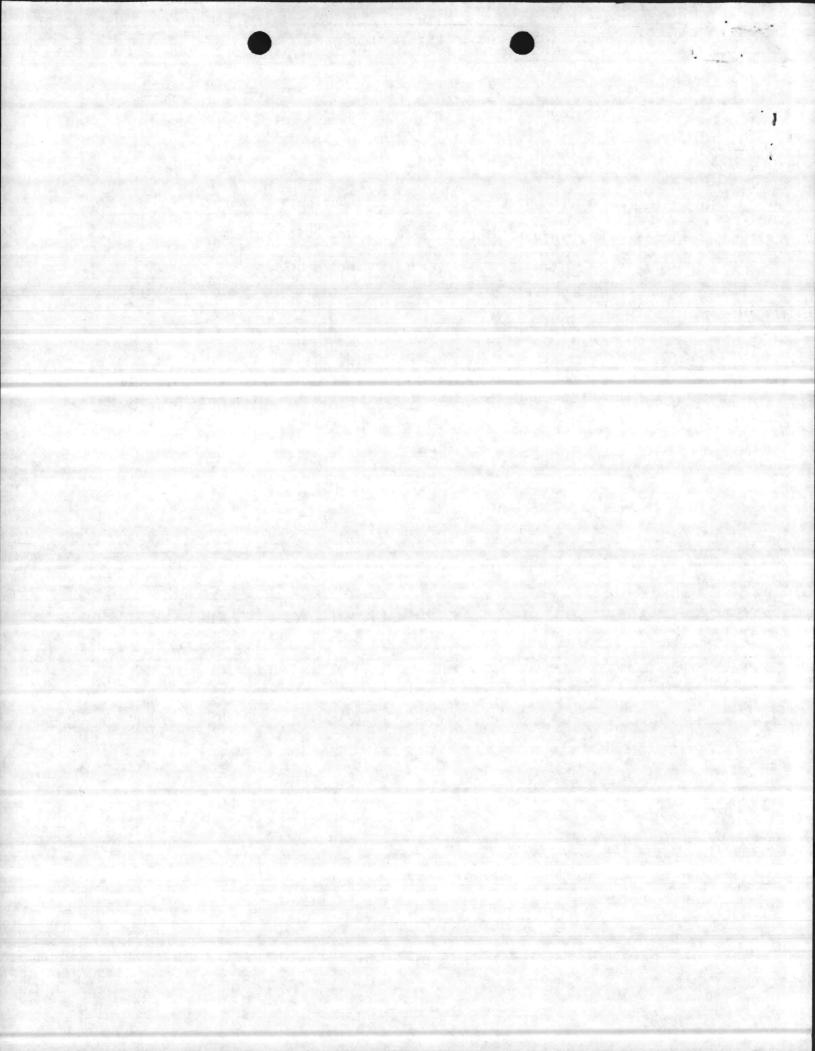




Page 3 of 4

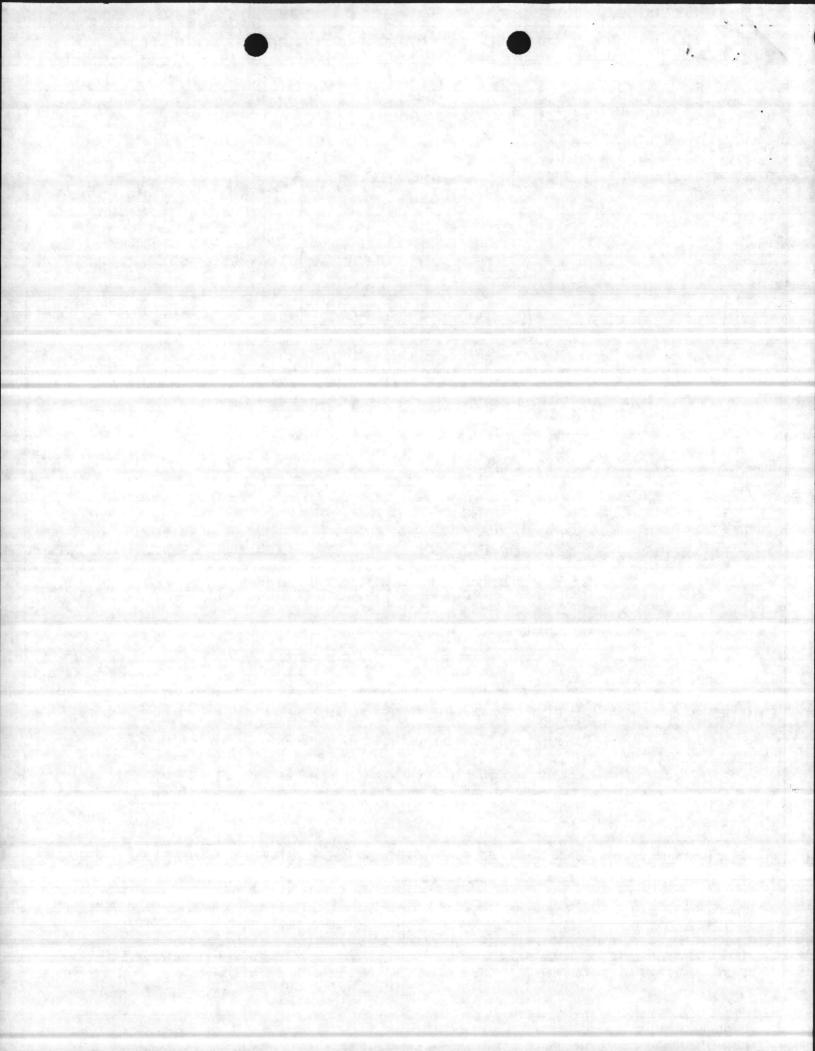
This procurement is <u>NOT</u> set-aside for Small Business concerns; however, Standard Industrial Classification No. 0851 applies and the applicable size standard for this procurement is \$2,000,000.00.

SPEC. NO. 05-84-7816



1. AMENDMENT/MODIFICATION NO.	2. EFFECTIVE DATE	3. REQUISITION / PURCHASE	REQUEST NO.	4. PROJECT NO. (If appl	
NO. 1	19 Dec 83	166 C. A. S. S. S.	and the second second	Spec. 05-84-	7817
5. ISSUED BY CONSTRUCTION OF CONS	CODE 406	6. ADMINISTERED BY (If	other than block 5)	CODE	1989 - 98 Sta
Jacksonville, North Carol		1			
Building 1005, Marine Con		an and reading and reader			
Camp Lejeune, North Carol	a subserver a state of the second state of the				
7. CONTRACTOR CODE		LITY CODE	8.		1
NAME AND ADDRESS	FACI			NT OF N62470-8	1-B-7817
			KX SOLICITAT	ION NO. 102470 0	<u>4 D 7017</u>
		and the second second second	DUTED 19	9 Dec 83 (See bla	(0 4)
(Street, city,			DATED	<u>.</u>	<i>h k y j</i>
county, state, and ZIP				TION OF T/ORDER NO	
Code)					
			DATED	(See bla	ock 11)
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS O			Sec. Constraints	1. A.	See Start
X The above numbered solicitation is amended a	is set forth in block 12. The he	our and date specified for recei	pt of Offers is extend	ded, χ is not extended.	
Offerors must acknowledge receipt of this amendr	ment prior to the hour and date	specified in the solicitation, or a	amended, by one of the	following methods:	
(a) By signing and returning conjet of this	amendment: (b) By acknowledgin	a receipt of this omendment	on each copy of the offe	er submitted; or (c) By separ	ate letter or tele
which includes a reference to the solicitation and DATE SPECIFIED MAY RESULT IN REJECTION OF	amendment numbers. FAILURE	OF YOUR ACKNOWLEDGEM	ENT TO BE RECEIVED AT	THE ISSUING OFFICE PRIO	R TO THE HOUR
or letter, provided such telegram or letter makes i	reference to the solicitation and	this amendment, and is receive	ed prior to the opening h	our and date specified.	
10. ACCOUNTING AND APPROPRIATION DATA (1)	and the second		A. S. Martin	AN AN AL	a Calar
11. THIS BLOCK APPLIES ONLY TO MODIFICATION	S OF CONTRACTS/ORDERS	a de la 1927 - La Sanda	a station and	18 S. S. S. S. S. S.	the states in
(a) This Change Order is issued pursuant to	D	Mark Street	10 10 10 10 10 10 10 10 10 10 10 10 10 1		
The Changes set forth in block 12 are ma	ade to the above numbered contro	act/order.			
(b) The above numbered contract/order is i	modified to reflect the administra	tive changes (such as changes	in paying office, appropr	iation data, etc.) set forth in	block 12.
		tive changes (such as changes	in paying office, appropr	iation data, etc.) set forth in	block 12.
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NOTICE:

BIDS TO BE OPENED AT 2:00 P.M. JAN 1 7 1984 the offfice of Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542

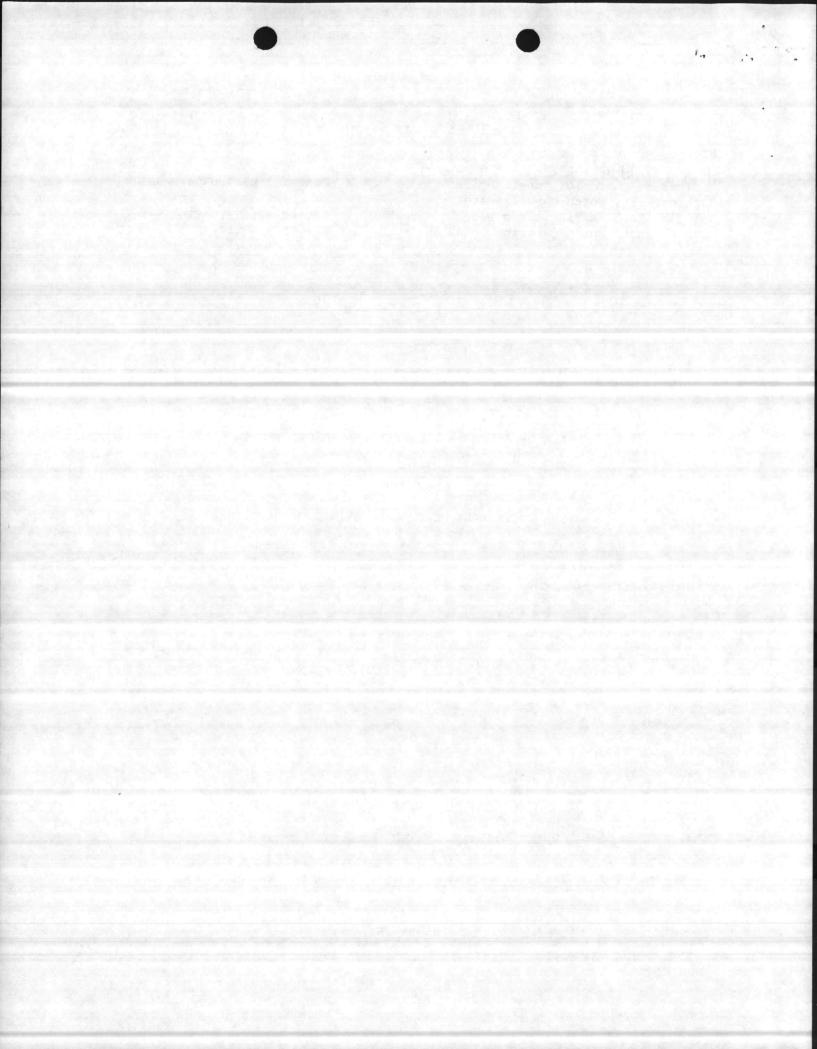
CONTRACT N62470-84-B-7817

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



CONTENTS

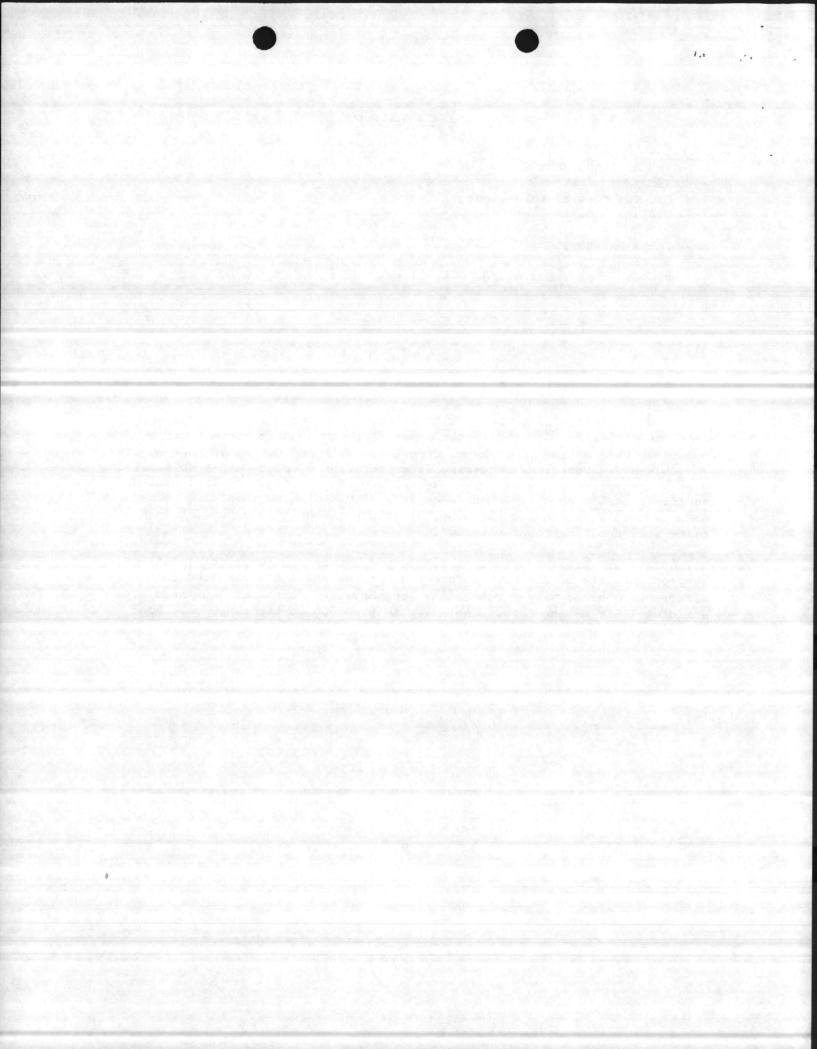
DIVISION

- 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.

05-84-7817 CONTENTS



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. Similiarly, 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

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

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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 dur 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:

COVERAGE

Type of Insurance	Per Person	Per Accident	Property
 Comprehensive General Liability Automobile Liability 	\$300,000 \$300,000	\$1,000,000 \$1,000,000	\$100,000 \$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 aversely 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 generall infested are 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.

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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

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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 followiing item:

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

Classification of Work	Estimated Quantities	Unit Price	Total Price	
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, modifiction 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.

DAMAGE TO STANDING TIMBER: The harvesting of trees under this 7 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 aproval 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.

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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 conditon 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 streamsides. 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 aritificial 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 Purhaser'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.

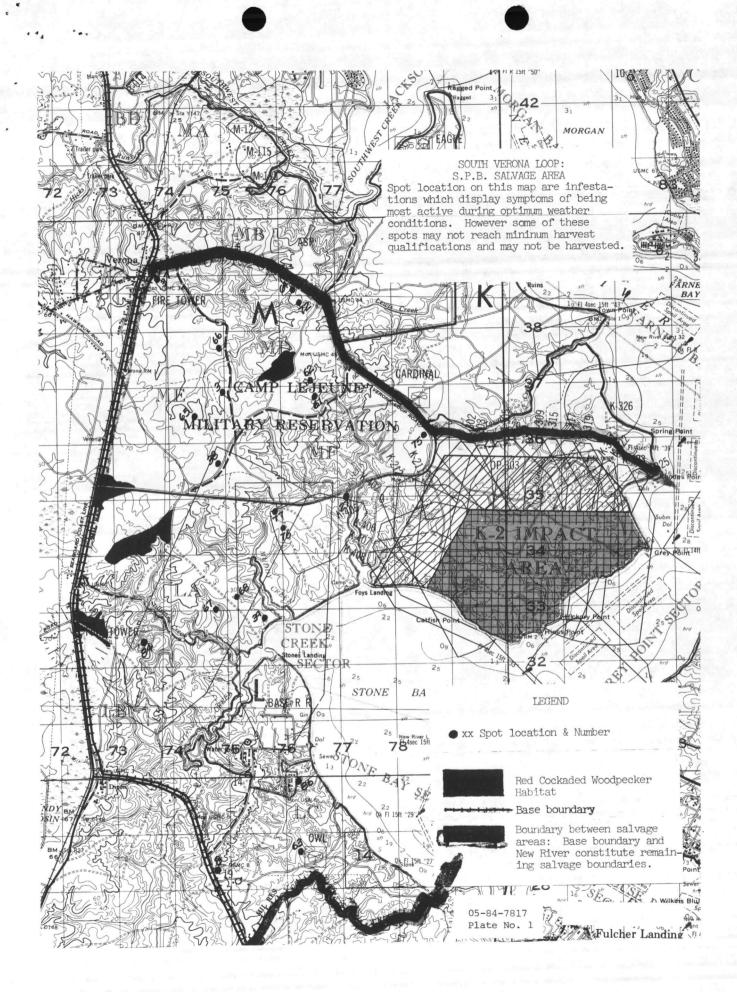
16. CONTROL OF HAZARDOUS MATERIALS AND WASTES: No hazardous substance may be discharged onto the ground or into the streams and surface waters. This includes all petroleum products and waste oil and lubricants. Any repair or maintanence which could result in leakage or spillage of oil, fuel or any hazardous 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.

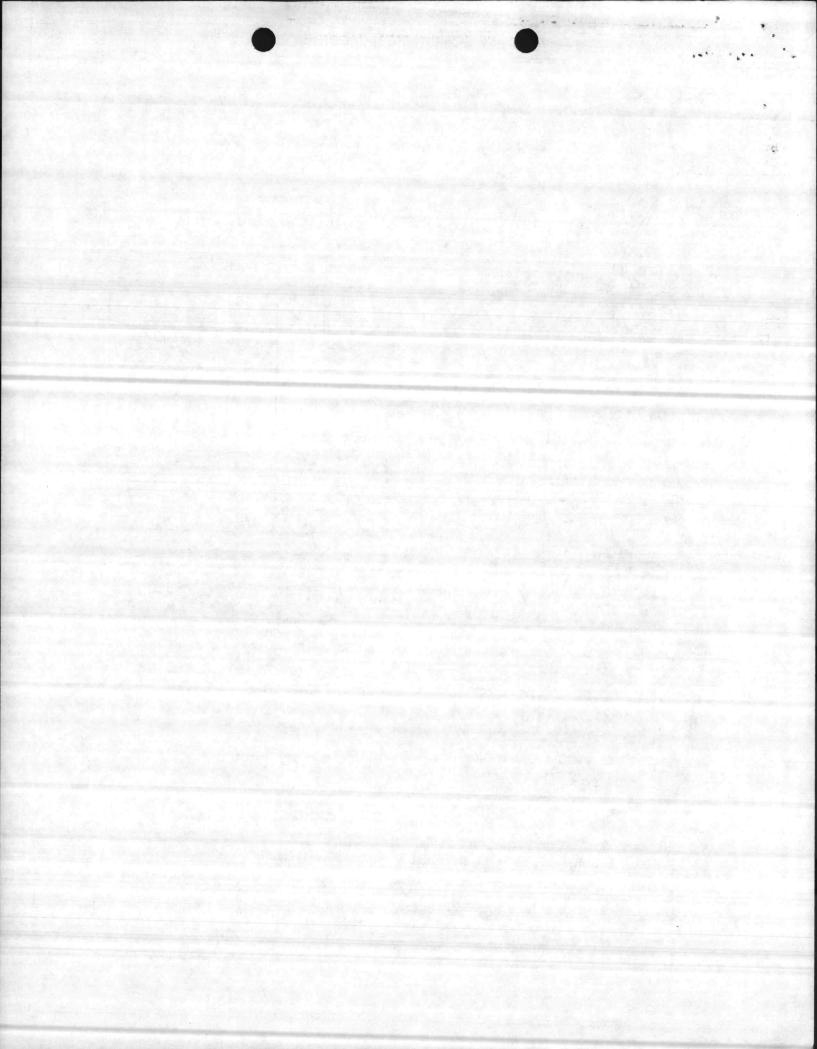
17. AUTHORIZED REPRESENTATIVE OF THE PURCHASER: The Purchaser shall at all times during his operation under this contract, have present at the job site an individual authorized to receive and take action on instructions given him by the OICC or his representative. The Purchaser's representative must 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 shallat 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

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FED. PROC. REG. (47, CFR) 1-16.101	2. EFFECTIVE DATE	3. REQUISITION / PURCHASE REQUEST N	10. 4. PROJECT NO. (If applicable)
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5. ISSUED BY CONFICER IN Charge of Cons	CODE 406	6. ADMINISTERED BY (If other than b	code 5) CODE
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Offerors must acknowledge receipt of this amendm	ment prior to the hour and date	specified in the solicitation, or as amended, t	by one of the following methods:
that includes a reference to the religitation and	amendment numbers FAILUR	E OF YOUR ACKNOWLEDGEMENT TO BE R	y of the offer submitted; or (c) By separate letter or telegram RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND
DATE SPECIFIED MAY RESULT IN REJECTION OF or letter, provided such telegram or letter makes	YOUR OFFER. If, by virtue	of this omendment you desire to change an a	offer already submitted, such change may be made by leregran
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The Changes set forth in block 12 are ma	ade to the above numbered cont	ract/order.	
			fice, appropriation data, etc.) set forth in block 12.
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