



# GOVERNMENT FOREST PRODUCTS

# FOR SALE

PINE BLUFF ARSENAL - TIMBER SALE

Invitation No. W9127S-17-B-7703

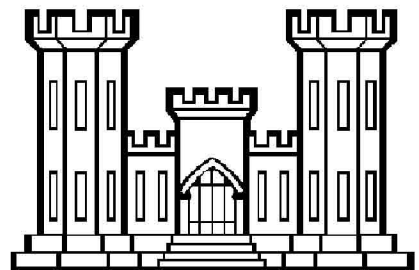
Dated: April 12, 2017

Time of Opening: 10:00 a.m.

Date of Bid Opening: May 16, 2017

Bid Deposit of 20% of the Total Bid IS Required.

PERSONAL CHECKS ARE NOT ACCEPTED.



OFFERED BY  
US ARMY CORPS OF ENGINEERS  
LITTLE ROCK, ARKANSAS



## GOVERNMENT FOREST PRODUCTS SALE

### PINE BLUFF ARSENAL

Invitation No. **W9127S-17-B-7703**

Date: April 12, 2017

Sealed bids in one copy (one copy only with bid deposit as set out in paragraph 2, Section III) subject to the terms and conditions set forth herein, for the purchase and removal of the Government-owned property listed in this invitation, will be received until the time, date, and at the place indicated below, and then publicly opened.

Time of opening: 10:00 A.M. local time

Date of opening: May 16, 2017

Place of opening: Conference Room, Building 17-130 (outside Plainview Gate)  
Pine Bluff Arsenal  
Pine Bluff, Arkansas

Forest products: Pine Sawtimber, Hardwood Sawtimber, Pine Pulpwood, and Hardwood Pulpwood.

Bid deposit: Bid deposit of not less than 20 percent of the total bid is required.

Inspection of sale area: Inspection invited between 8 a.m. and 4 p.m. Monday through Friday, excluding holidays. Arrange with Mr. Wesley Sparks, Natural Resource Specialists, Pine Bluff Arsenal, Arkansas telephone (870) 540-3257. Please call 24 hours in advance of the time desired for inspection.

Issued by: Little Rock District, Corps of Engineers

Address: P.O. Box 867, Little Rock, Arkansas 72203-0867

Property located at: Pine Bluff Arsenal, Jefferson County, Arkansas (See page 1 of Section 1 for details).



**BIDDER'S COPY**

**SALE OF GOVERNMENT FOREST PRODUCTS**

**BID AND AWARD**

SALE NAME OR LOCATION: Pine Bluff Arsenal Timber Sale

INVITATION NO.: W9127S-17-B-7703

(This section to be completed by Bidder)                      DATE OF BID: \_\_\_\_\_, 2017

In compliance with the Invitation identified on the cover hereof, and subject to all the sale terms and conditions contained in Section I (Specific Provisions) and Section II (Operational Provisions), all of which are incorporated as a part of this Bid, the undersigned offers and agrees, if this Bid be accepted within 30 calendar days after date of Bid opening, to purchase and pay for any or all of the items for sale in Section I (Specific Provisions) and to remove the property and perform the other required work as specified herein after notice of acceptance by the Government.

The unit price per ton bid for Item No. 1 is: \$ \_\_\_\_\_

The unit price per ton bid for Item No. 2 is: \$ \_\_\_\_\_

The unit price per ton bid for Item No.3 is: \$ \_\_\_\_\_

The unit price per ton bid for Item No.4 is: \$ \_\_\_\_\_

\*Note – You must bid on all items (1- 4). Be sure the sum of the individual items equals the total bid.

All bidders should complete the "Certificate As To Small Business Status" set forth below.

**CERTIFICATE AS TO SMALL BUSINESS STATUS**

This certificate must be completed and made a part of every invitation to bid on the sale of Government-owned timber with an estimated value of \$2,000 or more. Failure to properly execute this certificate will not invalidate a bid, but a proper statement must be signed before the bid is accepted by the Government. Refusal or delay in executing a proper statement is grounds for rejecting the bid. Intentional falsification of this certificate is a criminal offense punishable by a fine of not more than \$5,000 or by imprisonment for not more than 2 years, or both. (Title 15, United States Code, Section 6459[a]).

The bidder certifies that he (is) (is not) a small business concern within the terms of the following definition, in sales of Government-owned timber a "small business" is a concern that: (1) Is primarily engaged in the logging or forest products industry; (2) is independently owned

and operated; (3) is not dominant in its field of operation; and (4) together with its affiliates does not employ more than 500 persons (From 13 CFR 121.3-9[b]).

Bidder certifies: (a) That he 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) that he 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 Code of Federal Regulations, Title 44, Part 150.)

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID
	SIGNER'S NAME AND TITLE

**CORPORATE CERTIFICATE**  
(See Section III, subparagraph lb)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Purchaser herein; that \_\_\_\_\_, who signed this contract on behalf of the Purchaser, was then \_\_\_\_\_ of said corporation; and said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE  
SEAL

(Signature)

ACCEPTANCE BY THE GOVERNMENT (This Section for Government Use Only)	
DATE OF ACCEPTANCE _____	2017
TOTAL AMOUNT \$ _____	CONTRACT NUMBER _____
TITLE OF CONTRACTING OFFICER _____	UNITED STATE OF AMERICA
_____	By: _____ (Contracting Officer)

**BIDDER'S COPY**

RETURN WITH BID						
Bidder No. _____		IFB No. W9127S-17-B-7703			Deposit (CK( (Cash) AMOUNT: \$ _____ (20%)	
Bid Item NO.	PRODUCT	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID	
1.	Pine Bluff Arsenal Pine Sawtimber	1754	Tons	\$ _____	\$ _____	
2.	Hardwood Sawtimber	154	Tons	\$ _____	\$ _____	
3.	Pine Pulpwood	65	Tons	\$ _____	\$ _____	
4.	Hardwood Pulpwood	14	Tons	\$ _____	\$ _____	
	<b>TOTAL BID</b>		Tons		\$ _____	
<p><b>NOTICE: Bidders must bid on all bid items and combine these bids in the Total Price column.</b></p>						

**BIDDER'S COPY**





**BID**  
**SALE OF GOVERNMENT FOREST PRODUCTS**  
**BID AND AWARD**

SALE NAME OR LOCATION: Pine Bluff Arsenal Timber Sale Timber Sale

**INVITATION NO.: W9127S-16-B-7703**

(This section to be completed by Bidder)

DATE OF BID \_\_\_\_\_, 2017

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In compliance with the Invitation identified on the cover hereof, and subject to all the sale terms and conditions contained in Section I (Specific Provisions) and Section II (Operational Provisions), all of which are incorporated as a part of this Bid, the undersigned offers and agrees, if this Bid be accepted within 30 calendar days after date of Bid opening, to purchase and pay for any or all of the items for sale in Section I (Specific Provisions) and to remove the property and perform the other required work as specified herein after notice of acceptance by the Government.

The unit price per ton bid for Item No. 1 is: \$ \_\_\_\_\_

The unit price per ton bid for Item No. 2 is: \$ \_\_\_\_\_

The unit price per ton bid for Item No.3 is: \$ \_\_\_\_\_

The unit price per ton bid for Item No.4 is: \$ \_\_\_\_\_

\*Note – You must bid on all items (1-4). Be sure the sum of the individual items equals the total bid.

All bidders should complete the "Certificate As To Small Business Status" set forth below.

**CERTIFICATE AS TO SMALL BUSINESS STATUS**

This certificate must be completed and made a part of every invitation to bid on the sale of Government-owned timber with an estimated value of \$2,000 or more. Failure to properly execute this certificate will not invalidate a bid, but a proper statement must be signed before the bid is accepted by the Government. Refusal or delay in executing a proper statement is grounds for rejecting the bid. Intentional falsification of this certificate is a criminal offense punishable by a fine of not more than \$5,000 or by imprisonment for not more than 2 years, or both. (Title 15, United States Code, Section 6459[a]).

The bidder certifies that he (is) (is not) a small business concern within the terms of the following definition, in sales of Government-owned timber a "small business" is a concern that: (1) Is primarily engaged in the logging or forest products industry; (2) is independently owned and operated; (3) is not dominant in its field of operation; and (4) together with its affiliates does not employ more than 500 persons (From 13 CFR 121.3-9[b]).

Bidder certifies: (a) That he 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) that he 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 Code of Federal Regulations, Title 44, Part 150.)

NAME AND ADDRESS OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID
	SIGNER'S NAME AND TITLE

**CORPORATE CERTIFICATE**  
(See Section III, subparagraph lb)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Purchaser herein; that \_\_\_\_\_, who signed this contract on behalf of the Purchaser, was then \_\_\_\_\_ of said corporation; and said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE  
SEAL

(Signature)

ACCEPTANCE BY THE GOVERNMENT (This Section for Government Use Only)	
DATE OF ACCEPTANCE _____ 2017	TOTAL AMOUNT \$ _____ CONTRACT NUMBER _____
TITLE OF CONTRACTING OFFICER _____	UNITED STATE OF AMERICA By: _____ (Contracting Officer)

**BID**

**RETURN WITH BID**

Bidder No. _____		IFB No. W9127S-17-B-7703			Deposit (CK( (Cash) AMOUNT: \$ _____ (20%)	
Bid Item NO.	PRODUCT	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID	
	Pine Bluff Arsenal					
1.	Pine Sawtimber	1751	Tons	\$ _____	\$ _____	
2.	Hardwood Sawtimber	154	Tons	\$ _____	\$ _____	
3.	Pine Pulpwood	65	Tons	\$ _____	\$ _____	
4.	Hardwood Pulpwood	14	Tons	\$ _____	\$ _____	
	<b>TOTAL BID</b>		Tons		\$ _____	
	<b>NOTICE: Bidders must bid on all bid items and combine these bids in the Total Price column.</b>					

**BID**



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## SECTION 1 – SPECIFIC PROVISIONS

### 1. Description of Sale

a. Type of sale. This is a unit sale of pine sawtimber, hardwood sawtimber, pine pulpwood, and hardwood pulpwood located at the Pine Bluff Arsenal in Jefferson County, Arkansas. All trees to be cut are any merchantable and blue painted pine sawtimber, hardwood sawtimber, pine pulpwood, and hardwood pulpwood, within the sale area of Pine Bluff Arsenal Forest Compartment #4, with the exception of a 50 foot buffer zone that shall be reserved from timber harvest areas “no impact zones” along harvest sites and other sensitive areas (for 50 foot buffer zone location see Exhibit “B”).

b. Location and Acreage. The sale area is located within the Pine Bluff Arsenal boundary containing one timber stand; Tracts 4 and 28 on the Pine Bluff Arsenal Forest Compartment # 1 in Jefferson County, Arkansas. The sale area covers approximately 71 acres (for sale area locations see Exhibit “A”). Mr. Wesley Sparks, Natural Resource Specialist, (870) 540-3257 of the Pine Bluff Arsenal can be available to show the timber to prospective bidders.

### 2. Estimated volume. The total estimated volume is as follows:

Pine Sawtimber	1751 Tons
Hardwood Sawtimber	154 Tons
Pine Pulpwood	65 Tons
Hardwood Pulpwood	14 Tons

NOTE: The purchaser acknowledges that he has satisfied himself as to the logging conditions, location, and volume of timber to be removed from the designated areas. This sale agreement shall be construed to have the intent of covering all of the designated timber of the specified species, grade, and sizes of the area and as described herein and shall include all of such timber whether less than, equal to, or in excess of the estimated quantity stated. Purchaser acknowledges that Corps of Engineers estimates of costs and timber volumes are not guaranteed and that the Corps of Engineers grants no warranty, either expressed or implied, of their accuracy. For these reasons, bidders are urged to examine the timber sale area and make their own recovery estimates.

### 3. Volume Determination.

a. Unit of Measure. For all items, the quantity of units sold under this contract of sale will be determined by weighing each truckload at Government-operated weight station when available or at a consumer mill or commercial weigh station acceptable to and approved in writing by the Contracting Officer. Purchaser-operated weight scales may be authorized. When the use of consumer mill or commercial scales is authorized, the purchaser will pay the cost of weighing, if any, and furnished to the District Engineer on a frequency to be established, certified weight tickets for each load showing data, and information required by the Contracting Officer. With the written consent of the contracting Officer, the quantity of

units may be based upon cubic foot measurements, utilizing an acceptable weight conversion factor. Such quantities will be based on net units plus any loss due to purchaser's fault. Mixed load of various items under the contract may be removed provided payment shall be at the rate of the item having the highest unit price.

b. Conversion. A copy of all scale tickets will be hand delivered to the Pine Bluff Arsenal Natural Resource Specialist and a copy mailed to the District Engineer, Corps of Engineers, ATTN: CESWL-RE-M, P.O. Box 867, Little Rock, Arkansas 72203-0867, by no later than Wednesday of the week following cutting.

4. Definitions.

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

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

c. Ton. The unit of measurement used in this contract to express timber volumes in weight.



## SECTION II – OPERATIONAL PROVISIONS

### 1. Timber to be cut.

a. Marking. All trees to be selectively cut will be marked with blue paint at eye level.

b. Merchantability. Trees and timber products cut from those trees which equal or exceed the specifications set forth below are considered merchantable and will be cut and utilized .

c. Utilization. Timber sold under this contract may be removed as a product other than that specified.

### d. Metal contamination.

(1) Some timber included under this sale may be contaminated with military bullets and /or shell fragments, and it is not intended that a purchaser be required to harvest such trees when contamination is determined to be excessive. If military metal is encountered, the purchaser will notify the Contracting Officer and cease all harvesting operations until the extent and degree of the contamination is determined. The purchaser will assist in determining the degree and extent of the contamination. If after thorough examination the purchaser and the Contracting Officer determine the contamination excessive, such standing timber or timber areas will be either deleted from the sale agreement, or if mutually agreeable, a deduction in the unit price may be negotiated only for this contaminated material with an adjustment or replace contaminated timber with a like volume or area of timber for the mount withdrawn.

(2) The purchaser agrees to instruct personnel for whom he is responsible not to disturb hazardous military devices (live or dud ammunition, artillery shells, etc.), but to report their presence to the Government.

(3) The purchaser will hold the US Government harmless for any damage to property or injury to persons which may arise out of the existence of non-exploded ammunition, metal, or foreign objects in the trees or on the premises.

### 2. Period of contract and operation schedule.

a. Commencement. The purchaser will commence the harvesting and removal of timber at the purchaser's discretion after receiving written notice to proceed and after attending an orientation briefing, and notifying the Contracting Officer.

b. Schedule of harvesting and completion.

(1) The purchaser agrees to cut and remove from the sale area all timber designated to be harvested under this sale agreement on or before **November 30, 2017**. Timber harvesting will only be allowed between **June 1 and November 30** to prevent damage to forest soils and the PBA road network.

(2) A working day is defined as a day when weather and logging conditions are favorable enough for the purchaser to remove the minimum volumes provided under the terms of this contract without causing excessive damage (total volume divided by number working days = minimum volume).

(3) Normal harvesting operations will be permitted from 0600 to 1800 hours 5 days per week (Monday through Friday, excluding holidays).

(4) Saturdays, Sundays, and legal holidays do not count as workdays unless the minimum volumes are removed on these days by the contractor.

(5) The purchaser will furnish information as to percentage of completion of each phase of the sale agreement to the Contracting Officer at any time when called upon to do so.

(6) After any extended period of cessation of logging activities, the purchaser must notify the Operations Project Manager or the Contracting Officer of his intent to resume operations. Failure to do so may result in termination of the contract.

c. Extension of time. The Contracting Officer may, by a change order or letter, extend the time allocated for removal for the following reasons:

(1) For days lost by the purchaser due to stoppages or temporary suspensions ordered by the Contracting Officer, except when the stoppage or suspensions are ordered because of the purchaser's failure to comply with provisions of the contracts.

(2) For labor disputes and catastrophic events beyond the purchaser's control. The purchaser shall notify the Contracting Officer as soon as practical after such a delay begins. Delays resulting from weather will not normally be justification for extensions of time.

(3) When the total volume of the forest products designated for removal exceeds the estimated volume advertised, the time allocated for removal may be extended for an equitable period; based upon the minimum weekly production required to complete the removal of the original estimated contract volume within the original allocated time.

(4) When purchaser desires a reasonable extension of time for his own convenience provided (1) the purchaser obtains concurrence for delay from any sawtimber or pulpwood purchaser also working within the sale area(s); (2) the Contracting Officer determines that the extension will not endanger final required deadlines; (3) the monetary consideration due the Government for such

extensions shall be a sum equal to one-half of one percent per month of the value of the estimated timber remaining unharvested and all extensions will have a minimum charge of \$100; and (4) each request of the purchaser for a time extension must be in writing and must be received by the Contracting Officer at least 10 days prior to the specified termination date.

3. Payment Schedule.

a. Reports. In the event commercial weight scales are authorized or consumer scaling is necessary, the purchaser shall mail or deliver to the **District Engineer, Little Rock District, Corps of Engineers, ATTN: CESWL-RE-M, P.O. Box 867, Little Rock, Arkansas 72203-0867**, by no later than the Wednesday of each week, a summary report of statement(s) showing the timber harvested from each cutting unit from which the timber was removed during the preceding week. The report will reflect the cutting unit number and volume of pine sawtimber, hardwood sawtimber, pine pulpwood, and hardwood pulpwood harvested, together with scale tickets or weight receipts substantiating the report. If the summary report(s) and substantiating tickets or consumer receipts are not promptly received by the date indicated above, all operations under respective contract shall be suspended until above requested volume data are received.

b. Unit sales. Payment to the government will be made weekly, no later than the Wednesday of each week and will be based upon the total Volume/Weight of timber removed the previous week. Credit will be given for the successful bidder's deposit until such time that the volume/weight of timber removed exceeds the value of the deposit. The successful bidder will be required to deliver/mail a copy of each week's load tickets from the government issued tickets with accompanying payment to the **District Engineer, Little Rock District, Corps of Engineers, ATTN: CESWL-RE-M, P.O. Box 867, Little Rock, Arkansas 72203-0867**. The detachable portion of the government issued load tickets must be attached to the appropriate mill issued load ticket when turned in.

c. Lump sum sales. The purchaser agrees to make payment as follows:

(1) On bids of \$5,000.00, to \$10,000.00, a payment of \$5,000.00 is required on award and the balance when 50 percent of the forest products have been cut. On bids of \$10,000.00 and larger, a payment of \$5,000.00 on award is required and the remainder of the payments will be in the amounts of \$5,000.00, as requested. The determination of the frequency of the \$5,000.00 payments will be based on the volume of the material cut as determined by the Contracting Officer, having as its objective that the amount on deposit shall be the equivalent to at least 10 percent more than the percentage of forest products cut until the final payment is made.

d. Billings. To maintain the advance deposit at the required amount, the purchaser will be billed periodically for the quantities of merchantable timber determined by the Government to have been removed during a given operational period.

e. Payment remittance. All payments shall be made payable to the **FAO, US Army, Little Rock District, Corps of Engineers, ATTN: CESWL-RE-M, P.O. Box 867, Little Rock, Arkansas 72203-0867**.

4. Harvesting operations.

a. Inspection and Supervision

(1) By Government. The purchaser's harvesting operations covered by the sale agreement and all books and records relating thereto shall be open to inspection at any time by the Contracting Officer, with the understanding that the information obtained shall be regarded as confidential.

(2) By purchaser. When cutting, logging, or other operations under this agreement are in progress, the purchaser shall have a representative readily available to the area of such operation at all times, who shall be authorized to receive, on behalf of the purchaser, any notices and instructions given by the Contracting Officer in regard to performance under this sale agreement, and to take such action thereon as is required by the terms of this sale agreement.

b. Order of logging. The contractor will be required to cut the designated timber stands in a progressive manner. Once harvesting operation commences in a particular block, work will continue until completed or discontinued due to adverse weather conditions. The contractor will make every effort to cut the designated stands within two years of contract initiation.

c. Methods of logging.

(1) Contractor must use a shear or feller-buncher to avoid damage to powerlines, buildings, and structures and residual trees.

(2) Loading points will be in open areas. The purchaser will be allowed to bank logs in areas designated by the Contracting Officer.

(3) As far as practicable, trees shall be felled in a direction with reference to skid roads which will facilitate skidding and result in minimum damage to young growth and the reserve stand.

(4) No swamping or cutting of young tree growth to clear ground for skidding shall be done except at the landings.

(5) Tractors shall be turned around in openings and backed to the load.

(6) Tractors shall not be driven through groups of reproduction where it can be avoided nor shall they be driven across from one tractor road to another either empty or loaded.

(7) No cut trees or tops will be left leaning against other trees. No broken top or splintered trees will be left standing within view of any road or fire lane. All leaning and broken top or splintered trees will be downed by the contractor before moving to another cutting area.

(8) The Government reserves the right to modify or add additional rules to this section if deemed necessary for the protection of the soil or residual trees or young growth on the sale area.

(9) Logs sets will be cleaned up from logging slash and debris and greened-up once timber harvest is completed.

(10) All logging roads, loading decks and primary skid trails must be approved by the Natural Resources Specialist or his representative in advance of construction.

(11) All logging debris will be kept out of roadsides and mowed areas, unless approved by the Natural Resources Specialist. All loading decks will be cleaned in accordance with COR or Natural Resources Specialists instructions before moving to another timber harvest area.

d. Slash disposal. The unused portion of all tops and branches must be removed from roads, ditches, drainages, fire lanes, and mowed areas. No cut trees or tops will be left hanging in residual trees. All, leaning, broken topped or splintered trees will be felled or pushed down by contractor before moving to another timber harvest area.

e. Utilization. Sawtimber trees will be harvested to a 10-inch top and pulpwood trees will be harvested to a 4-inch top (inside bark diameter measurement).

f. Stump heights. All trees to be harvested will be cut as low as possible and not higher than 4 inches for pulpwood trees, and 12 inches for sawtimber trees above the ground line on the highest side, except when the measurements are impracticable in judgment of the Contracting Officer. Trees with defective or swelled butts will be cut immediately above the defect or swell. A penalty of \$5.00 per stump will be assessed for failure to cut stumps within the specified height as specified in Section II, subparagraph 5b(5).

g. Site Restoration. Purchaser will be responsible to leveling all ruts. Disturbed areas will be seeded if directed by the Contracting Officer. Purchaser will remove tops and limbs from landings and establish vegetative cover by seeding and fertilizing after smoothing and shaping ground area.

h. Sawmills. Purchaser shall conduct no sawmill operations on the Installation.

i. Vehicle use.

(1) Regardless of weather or ground conditions, the purchaser must at all times while on the sale area, keep tractors, trucks, and other required equipment in operating condition as prescribed by the Contracting Officer to insure the sale will be completed on time.

(2) All log trucks will be required to meet highway inspections standards. Log trucks must process thru Dexter Traffic Material Management (MM) for PBA entering/existing purposes. Truck Operators shall ensure required documentation is turned in to MM personnel at Dexter Gate. The Driver will give the MM personnel the white copy of the weight ticket when exiting the Arsenal. The yellow copy of the weight ticket will be returned to the Natural Resources Specialist upon return from sawmill/papermill operations.

(3) Unless other methods or requirements are approved in writing by the Contracting Officer, the following shall be complied with in logging of timber included in this sale agreement; the logging may be done by means of horses, auto trucks, internal combustion loaders, arch skidding equipment, and subject to restriction hereinafter stated, crawler-type tractors.

(4) The use of crawler-type tractors on this sale is allowed subject to the following restrictions: the Government may require that all main tractor roads and trails be definitely designated on the ground by representative of the purchaser after approval by the Government's representative prior to the cutting of timber, and for the purposes of avoiding unnecessary damage to the desirable reproduction and residual timber.

(5) All vehicles shall have a current inspection sticker if required by the State in which the timber is being harvested.

(6) Log trucks will comply with the requirements of the State logging code concerning lights and tie down of load.

j. Protection.

(1) Government facilities. All utility lines, ditches, roads and shoulders, bridges, culverts, fences, gates, and other facilities located within the reservation will be protected and if damaged, shall be repaired immediately by the purchaser. Subject to the approval of the Contracting Officer, any utility lines may be moved from one location to another or specified trees which plainly endanger such lines may be left uncut.

(2) Personnel. The purchaser shall exercise due caution to insure the safety of all personnel on the sale area and shall cooperate to make inspection of cutting, logging, construction, or other activities of the purchaser safe and economical.

(3) Stream courses. Purchaser's operations shall be conducted to minimize damage and pollution to stream courses within the sale area. Culverts or bridges will be required at all crossing points and such facilities shall be of sufficient size and design to provide an unobstructed flow of water. When a stream is temporarily diverted by purchaser's operations, it shall be restored to the natural course as soon as practicable and in any event prior to the season of major rainfall. All streams shall be cleared of debris including felled trees, tops, and logs resulting from purchaser's operations. All streams shall be cleared of debris including felled trees, tops, and logs resulting from purchaser's operations.

(4) Permit. Any discharge or placement of dredged or fill material into wetlands or other waters requires a Corps of Engineers Permit under Section 404 of the Federal Water Pollution Control Act. Contact should be made as early as possible with the District Engineer to determine the applicability of this law to the subject operation.

(5) Environmental policy. The purchaser shall be required to conform to applicable Federal, State, County, and local regulations as necessary to prevent the pollution or degradation of environmental quality. Littering Government property with glass, metal, paper and plastic, oils, lubricants, fuels, detergents, or any other solid or liquid pollutants is prohibited.

Persistent pollution of the land and water in and around cutting units or areas used to gain access to these units may be cause for immediate shutdown of harvesting operations and possible termination of this contract.

(6) Archeological. The proposed timber harvest sites do not conflict with any known archeological or historic site. If an archeological or historical artifact is discovered, as a result of logging activities, all harvest activities on that site will be suspended until the significance of the discovery can be determined. The Arkansas State Historic Preservation Officer (SHPO) has concurred with the harvest areas.

k. Safety regulations.

(1) General. All operations in connection with the harvesting and removal of timber sold under this sale agreement shall be subject to such security, fire, safety, sanitary, and other rules and regulations necessary for the protection of Government personnel and property, as the Government may from time to time prescribe. Special rules and regulations applicable to the purchaser, as pertain to that purchase, will be supplied by the Commanding Officer all prospective bidders upon their visit to the premises for inspection of property. Failure of any bidder to obtain a copy of said provisions or to be fully aware of conditions thereof, will not constitute grounds for his failure to comply therewith.

(2) Personnel and vehicle clearance. Contractor personnel will be required to be a US citizen, have picture identification, and attend the Pine Bluff Arsenal (PBA) safety briefing prior to being issued a vehicle pass to enter the Installation. The contractor will also be required to show proof of insurance on all vehicles prior to being issued vehicle passes to drive on Pine Bluff Arsenal. The contractor will be required to turn in an employee's security badge and vehicle pass immediately upon release of a contractor employee.

(3) Firearms. No firearms will be permitted on the reservation and no hunting by purchaser personnel will be permitted by virtue of this sale agreement.

(4) Smoking and lunch fire restrictions. During periods of danger, as may be specified by the Contracting Officer, the purchaser shall prohibit smoking and building of camp and lunch fires by his employees, contractors, and employees of contractors within the sale area, except at established areas, and shall enforce this prohibition by all means within his power, provided, that the Government may designate safe places where, after all inflammable materials has been cleared away, camp fires may be built for the purpose of heating lunch and where, at the option of the purchaser, smoking may be permitted.

(5) Powersaws.

(a) Each gasoline power saw shall be provided with a muffler in good condition. During periods of critical fire danger, as determined by the Government, additional precautionary measures may be required when such saws are used.

(b) Any fueling or refueling of a power saw shall be done in an area which has first been cleared of material which will carry fire; such power saw shall be moved at least 10 feet from the place of fueling or refueling before starting.

l. Fire suppression.

The purchaser and all subcontractors under him shall exercise due diligence, both independently and upon request of the Government, to prevent and suppress forest fires. During the period of this contract, the purchaser and said subcontractors shall both independently and in cooperation with the Government, take all reasonable and practicable action to prevent and suppress forest fires on the sale area and vicinity. The purchaser agrees to reimburse the government for the cost of fire suppression incurred and property damages as a result of his negligence or willful acts.

m. Roadways.

(1) Temporary. All logging roads, loading decks and primary skid trails must be approved by the Natural Resources Specialist or his representative in advance of construction:

(a) For the prevention of excessive soil disturbance and to facilitate the correction of damage which results from logging or construction activities, the purchaser will locate main skid trails which are to be built on erodible soils, on steep side slopes, or which have grades in excess of 7 percent so that they will adequately drain during periods of use and so that the installation of additional drainage facilities after use will be practical and economical;

(b) Upon completion of logging operations in any specified subdivision of the sale area, the purchaser will, as soon as practical, perform such work as may be necessary to prevent soil erosion. Purchaser must reestablish vegetation on temporary roads, drainage systems, side slopes, back slopes, or skid trails following significant soil disturbances when natural re-vegetation will not prevent erosion.

(2) Permanent. Roads, trails, and designated fire lanes shall at all times be kept free of logs, brush, and debris resulting from the purchaser's operations hereunder, and any road or trail used by the purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear, through such use shall promptly be repaired by him to its original condition. All logging debris will be kept out of roadsides and mowed area, unless approved by the natural Resources Specialist. All Loading decks will be cleaned in accordance with COR or the Natural Resource Specialist's instructions before moving to another timber harvest area.

n. Ingress and egress.

Only existing roads will be used for entering or leaving the reservation by all logging trucks. Maximum utilization of all existing interior gates, roadways, bridges, and fire lanes will be exercised by the purchaser in accordance with the plan map accompanying this invitation for bids. Only by special permission from the representative of the Contracting Officer and then only when conditions warrant, will the purchaser be allowed to construct any roads or bridges on the premises. Truck or other vehicle routes to be followed by the purchaser in connection with the removal of the timber must be approved by the Contracting Officer. Restoration of the area where any new routes have been constructed by the purchaser to approximately its original condition may be required prior to expiration of the sale agreement.



5. Defaults and damages.

a. Contract forfeiture. In the event the successful bidder fails to make the performance deposit, or in lieu thereof furnish the performance bond required under this condition within ten (10) days after receipt of notice that he is the successful bidder, all rights of said successful bidder acquired through his bid may be declared forfeited, in which event the Government shall retain as liquidated damages the amount of monies furnished by said bidder as bid deposit. Further, in the event the purchaser shall fail to comply fully with any of the terms and conditions of the contract after the award has been made, the Government may, at its option, suspend operations under the sale agreement until the purchaser has taken remedial action as satisfactory to the Contracting Officer, or it may declare said purchaser in default and retain the bid deposit, together with payments made subsequent thereto, as liquidated damages, or in the case a performance bond has been furnished in lieu of the performance deposit, the Government may proceed against any and all sureties to said bond.

b. Liquidated damages. Without derogation to any other rights afforded it by this contract, the government, through the Contracting Officer, may determine the extent of damages arising from any of the causes hereinafter set forth, and the purchaser agrees to pay liquidated damages for the injury and for cost suffered by the Government, but in no event to exceed the maximum damages shown in the schedule below:

<b>CAUSE OR VIOLATION*</b>	<b>MAXIMUM DAMAGES**</b>
(1) Cutting trees or damaging undesignated trees the desirable timber, boundary and witness timber trees or marked monuments intentionally or through negligence or carelessness.	Double the unit sale price or double market value for the respective product.
(2) Unavoidable damage to undesignated trees. product.	Unit sale price for respective timber
(3) Failure to utilize merchantable material. product.	Unit sale price for respective timber
(4) Removal of material harvested from the timber designated sale area without measurement In accordance with the terms of the sales agreement	Double the unit price for the respective product.
(5) Continued failure to cut stumps in accordance with specifications	Five dollars (\$5.00) per stump
(6) Failure to cut marked or designated respective tree not exempted.	Double the unit sale price for timber product.
(7) Degradation of environmental quality through persistent littering and pollution of Government land and water.	Actual cleanup costs incurred Government.

**\*Determined by the Contracting Officer.**

**\*\*When sale is under the lump-sum method, the unit sale price(s) will be determined through appraisal by the Contracting Officer.**

c. Contract Termination. The Government may terminate this sale agreement at any time by giving 10 days notice in writing to the purchaser. In the event the sale agreement is so terminated, the Government shall not be responsible for any damages or claims of whatsoever. Nature which result from said termination, except that funds on deposit in excess of that required in payment of material cut and/or removed and damaged shall be refunded unless otherwise provided herein.

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

## 6. Special Requirements

### a. Gratuities.

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

(2) In the event this sale agreement is terminated as provided in subparagraph 1 above, the Government shall be entitled (a) to pursue the same remedies against the purchaser as it could pursue in the event of a breach of the sale agreement by the purchaser, and (b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall not be less than three no more than ten times the costs incurred by the purchaser in providing any such gratuities to any such officer or employee.

(3) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this sale agreement.

b. Nondiscrimination in employment. 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 applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but 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 this Equal Opportunity clause.

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

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

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of 24 September 1965, as amended by Executive Order No. 11375 of 13 October 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 24 September 1965, as amended by Executive Order No. 11375 of 13 October 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 the procedures authorized by Executive Order No. 11246 of 24 September 1965, as amended by Executive Order No. 11375 of 13 October 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of 24 September 1965, as amended by Executive Order No. 11375 of 13 October 1967, or by rule, regulation, 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 exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of 24 September 1965, as amended by Executive Order No. 11375 of 13 October 1967, 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 may be directed by the Secretary of Labor 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, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

c. Executive Order 13658.

(a) Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made.
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 0.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this provision:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(n) If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.



### Section III – BIDDERS INFORMATION

1. Instructions to bidders.

a. Invitation, bid, and acceptance.

(1) This “invitation, bid, and acceptance” shall constitute the entire sale agreement between the purchaser and the Government.

(2) The Government may accept or reject any item of any bid unless such bid is qualified by specific limitations.

(3) The right is reserved as the interest of the Government may require rejecting any and all bids, and to waive any defect or informality in bids received.

(4) All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions and requirements contained herein.

(5) All bids received may, at the option of the Government, remain open for acceptance or rejection for a period of 30 days from the date of opening bids.

(6) Bids may be withdrawn on written or telegraphic requests received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing his bid confers no rights for the withdrawal of the bid after it has been opened.

(7) Prior to bidding, each prospective bidder should satisfy himself as to the logging conditions, location, and volume of timber to be removed from the designated areas. This sale agreement shall be construed to have the intent of covering all the designated timber of the specified species, grade, and sizes of the area and as described thereto and shall include all of such timber whether less than, equal to, or in excess of the estimated quantity stated.

b. Execution of bids. Each bid must give the full address of the bidder and must be signed with his usual signature. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his power of attorney or other evidence of his authority to act on behalf of the bidder. If the bidder is a corporation, a certificate of corporate bidder must be executed. If the bid is signed by the secretary of the corporation, the certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the CERTIFICATE OF CORPORATE BIDDER, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c. Submission of bids.

(1) Sealed bids must be submitted on the bid form accompanying this invitation for bids and specifications of sale, or on exact copies thereof. Invitation and bid forms or any additional information pertaining thereto, may be obtained from the District Engineer, Little Rock District, Corps of Engineers, ATTN: CESWL-RE-M, P.O. Box 867, Little Rock, Arkansas 72203-0867, telephone (501) 324-5716.

(2) Bids will be enclosed in a sealed envelope which is marked and addressed as follows:

**Your return address**

**Sealed Bid**

**TO BE OPENED**

**Time: 10:00 AM local time**

**Date: May 16, 2017**

**Invitation No. W9127S-17-B-7703**

**TO: District Engineer,**

**Little Rock District Corps of Engineers**

**ATTN: Real Estate Division, CESWL-RE-M**

**P.O. Box 867**

**Little Rock, Arkansas 72203-0867**

d. Bid opening.

(1) It will be the duty of each bidder to see that his bid is delivered by the time and at the place prescribed in this invitation. Bids in properly marked envelopes, as required above, received prior to the time for opening will be securely kept, unopened, until the time for opening bids. The person whose duty it is to open them will decide when the specified time has arrived, and no bid or modification of a bid or withdrawal of a bid received thereafter will be considered, except that those received before award is made but delayed in the mails by occurrences beyond control of the bidder may be considered if written certification is furnished by authorized postal authorities to that effect. No responsibility will attach for the premature opening of a bid not properly addressed and identified. All modification of bids or withdrawals of bids must be in writing. Telegraphic bids will not be considered, but telegraphed modifications or withdrawals of bids already submitted will be considered if received prior to the time set for opening bids.

**Hand-carried bids will be delivered to Conference Room, Building 17-130 (outside Plainview Gate), Pine Bluff Arsenal, Pine Bluff, Arkansas.**

(2) At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others provided, however, that any information submitted in support thereof, the disclosure of which might tend to subject the person submitting it to a competitive business disadvantage, will upon request be held in strict confidence by the United States.

(3) The Government reserves the right, subsequent to opening of bids, to require a showing by the successful bidder of his experience and facilities to perform the operation in a satisfactory manner.

e. Liability. The purchaser will assume all responsibility and liability for all injuries to persons or damages to property directly or indirectly due to or arising out of the operations of this sale agreement and the purchaser agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to, or arising out of this sale agreement.

f. Sale of property to employees and military personnel. The sale of Government property to officials and employees of the Department of Defense and officers and enlisted men (including an agent, employee, or member of the immediate family of such personnel (whose duties include any functional or supervisory responsibility for or within the Army Real Property Disposal Program will not be made.

g. Notice of action. Notice of acceptance or rejection of bids, notice of authority to proceed with removal of the purchased property, and any other notices hereunder shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder, or his duly authorized representative, at the address indicated in the bid.

h. Modification of contract.

(1) This invitation for bids, including all the instructions, terms, and conditions set forth herein, and the bid, when accepted by the Government, shall constitute the contract of sale between the successful bidder and the Government. Such agreement shall constitute the whole sale agreement, unless modified in writing and signed by both parties. No oral statements or representations made by, or ostensibly on behalf of, either party shall be part of such sale agreement.

(2) The sale agreement resulting from this invitation may be transferred in whole or in part if approved by the District Engineer. Subcontracting of the operations is permissible and such subcontracting shall not be regarded as a transfer of the sale agreement. Subcontracting of the operation shall not relieve the purchaser of any responsibility or liability with respect to any of the terms and conditions imposed herein.

i. Eligibility of bidders. The bidder warrants that he is not:

(1) Under 21 years of age;

(2) An employee of an agency of the Federal Government (either as a civilian or 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;

(3) An agent or immediate member of the household of the employee in (2) above. For breach of this warranty, the Government shall have the right to annul this contract without liability.

j. Special instruction to bidders. Attention is invited to the fact that the Interstate Commerce Act makes it unlawful for anyone other than those duly licensed under the act to transport this property in interstate commerce for hire. Anyone aiding or abetting in such violation is a principle in committing the offense (49 USC 301-327 and 18 USC 2).

2. Bid deposits and bonds.

a. Bid deposit. No bid will be considered unless it is accompanied by a deposit in the form of a cashier's or certified check in the amount of 20 percent of the total amount of bid. Such guaranty must be in the form of cash, cashier's check, money order, bank draft, or other form of payment not subject to stoppage or revocation, made payable to the FAO, US Army, Little Rock District. **(PERSONAL CHECKS ARE NOT ACCEPTABLE.)** The deposits of unsuccessful bidders will be returned to them as soon as practicable after the bids have been opened and the awards made. The deposit of the successful bidder will be retained by the Government and applied as partial payment of the purchase price.


b. Performance deposit or bond. A performance bond of **\$5,000.00** is required of the successful bidder at the time of award. The successful bidder shall furnish a performance bond, cash deposit, or irrevocable letter of credit in the amount of **\$5,000.00** made payable to FAO, US Army, Little Rock District. The bond, deposit, or irrevocable letter of credit of the successful bidder will be held by the Government until the contract is completed, to be applied against any damages sustained by the Government as a result of said activities. The above amount shall not be construed as being the maximum amount of the purchaser's obligations in the event the Government is damaged in excess of such amount. There shall be repaid to the purchaser any balance of said deposit remaining after the obligations have been fulfilled. In lieu of cash performance deposit, the purchaser may furnish a performance bond with surety approved by and in a form of acceptable to the said District Engineer, the penal sum of such bond to be the total of performance deposits provided for above. US Standard Form 25, available at all surety and guaranteeing offices, may be used for this purpose.

# Pine Bluff Arsenal FY 17 Timber Harvest Map



Plainview Gate →

## Legend

 FY17\_Timber\_Harvest

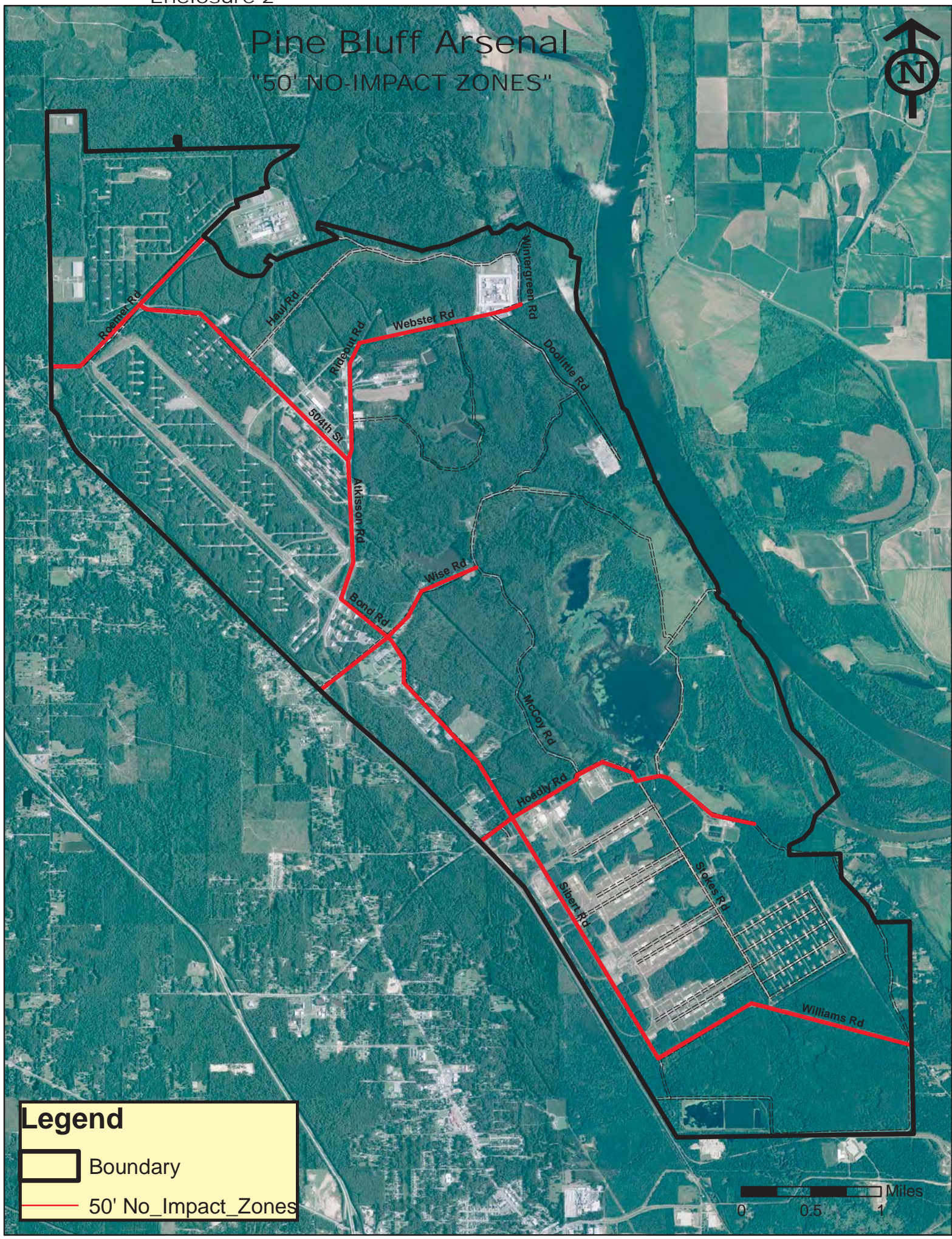
28 4

0 0.5 1 Miles





# Pine Bluff Arsenal

## "50' NO-IMPACT ZONES"



**Legend**

-  Boundary
-  50' No\_Impact\_Zones

