

GOVERNMENT FOREST PRODUCTS SALE

INVITATION FOR BIDS NO. W9127S-22-B-22977

18 October 2021

Sealed bid subject to the terms and conditions set forth in the Invitation for Bids, for the purchase and removal of the Government-owned property listed in this notice to bidders, will be received until the time, date, and at the place indicated below, and then publicly opened.

FOREST PRODUCTS: Pine Timber (Pay-as-Cut)

TIME OF OPENING: 11:30 A.M., Central Time

DATE OF OPENING: **17 November 2021**

PLACE OF OPENING: Beaver Lake Project Office
2260 N. 2nd Street,
Rogers, Arkansas 72756

BID DEPOSIT: **20%** of total amount of bid

EXPIRATION DATE: March 31, 2023

Inspection invited between 8:00 a.m., and 4:00 p.m., Monday through Friday, excluding holidays. Arrange inspection with Mr. Matthew Voskamp, Project Forester, Beaver Lake Project Office, telephone number (501) 340-1721 or (501) 681-7738. Bidders are required to call 24 hours in advance of the desired time for inspection.

Issued by: Beaver Lake Project Office

Address: 2260 N. 2nd Street, Rogers, Arkansas 72756

Property located at: Beaver Lake, Arkansas

US ARMY
CORPS OF ENGINEERS
Little Rock District

SALE OF GOVERNMENT FOREST PRODUCTS BID AND AWARD		INVITATION FOR BIDS NO. W9127S-22-B-22977	PAGE 2
BID <i>(This Section to be completed by the Bidder)</i>		DATE OF BID 20_____	
<p>In compliance with the Invitation identified on the cover page hereof, and subject to all the sale terms and conditions contained in Instructions to Bidders, General Sale Terms and Conditions, and Special Sales Terms and Conditions, all of which are incorporated as part of this Bid, the undersigned offers and agrees, if the Bid be accepted within 30 calendar days after date of Bid opening, to purchase and pay for any or all of the items listed for sale on Item Bid Page and to remove the property and perform the other required work as specified herein, after notice of acceptance by the Government. The total amount bid is \$ _____. Attached is the required Bid deposit in the form of _____, in the amount of \$ _____.</p> <p><i>All bidders should complete the "Certificate As to Small Business Status" set forth below. 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 imprisonment for not more than two years, or both. (Title 15, United States Code, Section 645(a).)</i></p> <p style="text-align: center;"><u>CERTIFICATE AS TO SMALL BUSINESS STATUS</u></p> <p>The bidder certifies that he [(is) / (is not)] a small business concern within the terms of the following definition: In sales of Government-owned forest products 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 operations: and (4) together with its affiliates does not employ more than 500 persons.</p>			
NAME AND ADDRESS OF BIDDER (STREET, CITY, STATE, AND ZONE) (TYPE OR PRINT)		SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	
TELEPHONE NUMBER:		SIGNER'S NAME AND TITLE (Type or print)	
<u>CORPORATE CERTIFICATE</u>			
<p>I, _____ (Name) certify that I am the _____ (TITLE) of the corporation named as Purchaser herein; that _____ (Name), who signed this contract on behalf of the Purchaser, was then _____ (TITLE) of said corporation; that 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.</p> <p style="text-align: right;">Signature _____ (CORPORATE SEAL)</p>			
ACCEPTANCE BY THE GOVERNMENT (This Section for Government use only)		DATE OF ACCEPTANCE	
ACCEPTED AS TO ITEMS NUMBERED ITEM # 1		UNITED STATES OF AMERICA BY _____ Randy L. Roberts	
TOTAL AMOUNT \$	CONTRACT NUMBER	TITLE OF CONTRACTING OFFICER Acting Chief, Real Estate, Southwestern Division Real Estate Contracting Officer	

SALE OF GOVERNMENT FOREST PRODUCTS ITEM BID PAGE		INVITATION FOR BIDS NO. W9127S-22-B-22977		PAGE 3		
ITEM NO.	PRODUCTS FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	TO BE SUPPLIED BY BIDDER		
				PRICE BID PER UNIT	TOTAL PRICE BID	
					DOLLARS	CENTS
1.	Pine Sawtimber	1,811.5	Tons	\$ _____	\$ _____	_____
	Pine Pulpwood	418.5	Tons	\$ _____	\$ _____	_____
	TOTAL BID				\$ _____	_____
<p>NOTICE TO BIDDERS:</p> <p>(1) No bid will be considered unless it is accompanied by a deposit not less than twenty (20) percent of the total bid price for all items. Such guaranty must be in the form of cashier's check, money order, or other form of payment not subject to stoppage or revocation, made payable to FAO, 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 against the payment of the forest product sold.</p> <p>(2) For selective thin/marked timber, on 43 acres (Horseshoe Bend) and 16 acres (Blackburn), it is recommended that the bidder physically inspect the timber to satisfy their needs. Payments are based on the weekly report of scale/weight tickets as furnished by the purchaser.</p> <p>(3) Consists of areas at Beaver Lake, Arkansas. There is a total of approximately 59 acres to be selectively thinned with marked timber. Harvest boundaries are identified by blue flagging. All marked trees with blue or white paint, and only marked trees will be cut and removed by the purchaser. Unless otherwise directed by the Project POC, logging slash and debris must be removed from roads, ditches, drainage, fire lines and mowed areas and slashed so as not to exceed a height of 48 inches above the ground. Any residual fine debris left in deck areas are not to exceed 24 inches in depth.</p> <p>(4) All work will be done Monday-Friday between the hours of 0700-1630. Work shall not be performed on Saturdays, Sundays, or Federal holidays, except as approved 48 hours in advance. Harvest operations must be completed by March 31, 2023. Timber harvesting at Horseshoe Bend will be allowed only during the months of November to March (five (5) months).</p>						
BIDDER IS CAUTIONED TO INSPECT THE PROPERTY				NAME OF BIDDER (Type or print)		

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I. SPECIAL SALES, TERMS AND CONDITIONS

1. Description of Sale:

a. Item 1 timber offered for sale is on a portion of Beaver Lake, Arkansas. For selective thin/marked timber, on 43 acres (Horseshoe Bend) and 16 acres (Blackburn). The areas are owned by the Government in fee simple.

b. Estimated volumes for Item 1: 1,811.5 Tons of Pine Sawtimber and 418.5 Tons of Pine Pulpwood. Harvest boundaries are identified by blue flagging. All merchantable trees in Item 1 have been designated with blue or white paint at eye level and below stump level. All marked trees, and only marked trees, will be cut and removed by the purchaser.

2. Material Not Utilized: The volume of merchantable material from designated trees uncut or from designated trees cut, or tops, chunks, long butts, trees broken or split by felling or otherwise, which are not utilized, will be determined through tree estimate, scaling or measurement, and the purchaser billed thereto in accordance with the terms of the contract, unless the leaving of such material is justified as may be determined by the Real Estate Contracting Officer.

3. Specific Provisions: A pre-work meeting is required before the start of harvesting. Loading decks will be located and agreed upon between the Project POC and the purchaser prior to harvest operations commencing. The purchaser should provide at minimum one week's notice prior to moving equipment to harvest sites. Unless otherwise directed by the Project POC, logging slash and debris must be removed from roads, ditches, drainage, fire lines and mowed areas and slashed so as not to exceed a height of 48 inches above the ground. Any residual fine debris left in deck areas are not to exceed 24 inches in depth. Timber harvesting shall be performed in a manner to minimize soil erosion and rutting. The purchaser shall be required to restore ruts when the average rut depth exceeds six (6) inches over a distance of more than 50 linear feet.

II. INSTRUCTIONS TO BIDDERS

1. Invitation, Bid and Acceptance:

a. This invitation, bid and acceptance shall constitute the entire sale agreement between the purchaser and the Government.

b. The Government may accept or reject any item of any bid unless such bid is qualified by specific limitations. The right is reserved, as the interest of the Government may require, to reject any and all bids, and to waive any defect or informality in bids received. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements contained herein. 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. 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 right for the withdrawal of the bid after it has been opened.

c. **Volumes are not guaranteed. The bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid.** Property is available for inspection during the times and through arrangements made as specified on the cover sheet of this invitation. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.

2. Condition of Property:

The property is offered for sale "as is" and "where is" with the bidder being obligated and responsible to provide at his sole expense and without any cost whatsoever to the Government all labor, equipment, materials, and supplies required to harvest and remove the forest products involved. The description of the property is believed to be sufficiently specific for purposes of identification. Any error or omission in the description (including location) shall not constitute any ground or reason for non-performance of the contract or claim by the successful bidder for any allowance, refund or deduction from the amounts offered. The Government does not make any guarantee or warranty, expressed or implied, with respect to the property as to quantity, quality, character or condition, size or kind; or that the property is in a condition or fit to be used for the purpose for which intended. The purchaser acknowledges that he has satisfied himself as to the location, field conditions, and volume of forest products to be removed from the designated area(s). This contract shall be construed to have the intent of covering all the designated forest products of the specified species and sizes on the area and as described herein and shall include all such forest products, whether less than, equal to, or in excess of the estimated volume or quantity stated.

3. Submission of Bids:

a. 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 Real Estate Contracting Officer Little Rock District, Corps of Engineers, Post Office Box 867, Little Rock, Arkansas 72203, Attention: CESWL-RE-M Jeremy Thomason, 501-340-1324.

b. **Bid deposits and original bid sheets should either be delivered by mail to the address below or delivered by hand to the bid site.**

c. **Bids which are mailed must arrive no later than 3:00 P.M. local time on November 16, 2021, the day prior to the bid opening.** Bid deposits will be held until such time as the successful bidder has been selected. All bids shall be sealed in an envelope until such time as the bid opening time has occurred. Envelopes should be marked and addressed as follows:

RETURN ADDRESS

TO:

**SEALED BIDS TO BE OPENED
Invitation No. W9127S-21-B-21980
Date: November 17, 2021
Time: 11:30 A.M.**

**US ARMY CORPS OF ENGINEERS
Chief, Real Estate Division, Little Rock, District
US Army Corps of Engineers
ATTN: CESWL-RE-M
P.O. Box 867
Little Rock, Arkansas 72203-0867**

Or (physical address)

**US ARMY CORPS OF ENGINEERS
Chief, Real Estate Division, Little Rock, District
US Army Corps of Engineers
ATTN: CESWL-RE-M
700 West Capitol Avenue, Room No. 6509
Little Rock, Arkansas 72201**

d. Bidders may also submit sealed bids to bid opening officials at the place of bid opening, as shown on front cover of this invitation, immediately prior to the bid opening.

4. Bid Opening:

a. It will be the duty of each bidder to see that his bid is delivered by the time and at the place described 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, 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 mail 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 modifications 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.

b. 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 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 be held in strict confidence by the United States, if requested by the bidder.

c. The Real Estate Contracting Officer reserves the right, subsequent to opening the bids, to require a showing by the successful bidder of his experience and facilities to perform the operation in a satisfactory manner.

d. The bid opening will be held at 11:30 p.m. on November 17, 2021, at the Beaver Lake Project Office, 2260 N. 2nd Street, Rogers, Arkansas 72756. Bids may be hand delivered the day of the bid opening to the bid opening site. Bids must be delivered prior to the bid opening time.

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

6. Sale of Property to Employees and Military or Contract Personnel:

a. 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.

b. The sale will not be awarded to any person or organization, including partnerships, who have had any determination in the timber to be harvested. This includes any individual or company that has contracted with the Government for the marking of the timber in the sale area.

7. 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.

8. Modification of Contract:

a. 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 except as provided otherwise herein. No oral statements or representations made by, for, or ostensibly on behalf of, either party shall be part of such agreement.

b. The sale agreement resulting from this invitation may be transferred in whole or in part if approved in writing by the Real Estate Contracting Officer. Subcontracting of the operations is permissible and such subcontracting shall not be regarded as a transfer of the sale agreement. Subcontracting of the operations shall not relieve the purchaser of any responsibility or liability with respect to any of the terms and conditions imposed herein.

9. Bid Deposit: No bid will be considered unless it is accompanied by a deposit in the amount of twenty (20) percent of the total bid for Item 1. Such guaranty shall be in the form of a cashier's check, money order, or other form of payment not subject to stoppage or revocation, made payable to the FAO, Little Rock District. **PERSONAL CHECKS ARE NOT ACCEPTABLE.** The deposit of the successful bid will be retained and applied as payment. The deposits of unsuccessful bidders will be returned to them as soon as practicable after the bids have been opened and the awards made.

10. Performance Deposit or Bond: Within ten (10) days of notice of acceptance, the successful bidder will be required to submit a performance deposit to the Real Estate Contracting Officer, made payable to the FAO, Little Rock District, in the amount of \$5,000.00 or 10% of the total bid, whichever is greater, for the awarded item. Such guaranty shall be in the form of a cashier's check, money order, or other form of payment not subject to stoppage or revocation. **PERSONAL CHECKS ARE NOT ACCEPTABLE.** The deposit as shown will be held by the Government until completion of the operations, to be applied against (1) the amount of any damage caused by failure of the purchaser to observe fully all conditions of the agreement and (2) any costs, damages, or expenses which the Government may incur by reason of default

or breach of any terms, provisions, conditions, or obligations on the part of the purchaser. The amount so deposited 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. Any balance of said deposit remaining after the purchaser's obligations under the agreement have been fulfilled shall be repaid. In lieu of a cash performance deposit, the purchaser may furnish a performance bond, with a surety approved by and in a form acceptable to the said Real Estate Contracting Officer, the penal sum of such bond to be the total of performance deposits provided for above. U.S. Standard Form 25 may be used for this purpose.

III. GENERAL SALE TERMS AND CONDITIONS

1. Real Estate Contracting Officer: The term "Real Estate Contracting Officer" as used herein means the person executing this contract on behalf of the Government and includes any duly appointed successors or authorized representative.

2. Project Point of Contact (POC): The term "Project POC" as used herein means the person in charge of the Project's forestry related activities and includes any duly appointed representatives having as their responsibility forest protection and forest management. Operation's District Forester is available to provide assistance as needed.

3. Marking Procedures:

a. All merchantable trees for harvest have been marked with blue or white paint at eye level and below stump level. These designated trees and only these designated trees, will be cut (felled) and removed by the purchaser, regardless of his desire to harvest other trees.

b. Unmarked trees injured by logging will be left standing until checked by the Project POC. At the recommendation of the Project POC, penalties for excessive residual timber damage may be assessed.

c. The purchaser is prohibited from bringing onto the reservation, or having in his possession while on said reservation, marking hammers, paint or equipment for painting, or any other equipment similar to that used by the Government in the marking of trees, logs, or bolts.

d. The purchaser accepts the marking as final, except that, by mutual agreement between the Real Estate Contracting Officer and the purchaser, changes in the marking can be made by marking additional trees or removing the marks from trees already marked when such changes are clearly the result or errors or omissions in the original marking. Trees to be removed in the construction of logging trails and loading points, and trees damaged in logging, will be marked or designated for cutting as needed.

4. Merchantability and Utilization:

a. 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 merchandised for the highest valued product possible. Tops resulting from the harvest of pine sawtimber trees, which are within the merchantability specifications, will be utilized as pulpwood.

b. The log length shall be varied so as to secure the greatest and highest valued utilization of merchantable material. On pine sawtimber trees, where limbs are in whorls and the collective diameter of limbs (within a distance of 12-inches on the stem for pine) is greater than the diameter inside bark at that point, the tree may be topped below the whorls of limbs rather than at the specified diameter.

c. Pulpwood trees shall be utilized to a 4-inch top diameter inside bark. Sawtimber trees shall be utilized to an 8-inch top diameter inside bark for pine and the remainder of the merchantable tree top utilized as pulpwood. Logs may be cut to any merchantable length with a minimum length of 8 feet for sawtimber and 20 feet for pulpwood.

d. Standing snag trees throughout the sale area that do not present an immediate threat to contractor safety should be left undisturbed for bat or wildlife habitat.

5. Commencement: The purchaser shall start work, after receipt of authorization to proceed, at such a time agreeable to the Contracting Officer and Project POC, and shall prosecute the work, or any separable portion thereof, with such diligence as will ensure its completion within the time specified.

6. Schedule of Harvesting and Completion:

a. The purchaser agrees to cut and remove from the sale area all timber designated for harvest under this sale agreement on or before **31 March 2023. Timber harvesting at Horseshoe Bend will be allowed only during the months of November through March.**

b. Pulpwood harvest will follow the sawtimber harvesting as closely as possible without endangering workers, but in no case more than 20 cutting days behind sawtimber harvest, unless otherwise directed by the Real Estate Contracting Officer.

c. The Real Estate Contracting Officer may suspend or stop logging operations due to specific legal requirements concerning the protection of Endangered Species (plant or animal) and/or Cultural/Historical Resources within the sale area; and if so curtailed or stopped no adjustment in quantity of timber to be harvested, nor the contract price to be paid for the timber left to be harvested shall be made.

d. Timber harvesting operations may be curtailed by the Real Estate Contracting Officer during rainy seasons to prevent damage to the Project's road and drainage systems.

e. Harvesting operations will be permitted from 0700 to 1630 hours, five days per week (Monday through Friday, excluding holidays), unless otherwise authorized by the Real Estate Contracting Officer or Project POC. Weekend and Holiday work requests must be made a minimum of 48 hours in advance. At the discretion of the Real Estate Contracting Officer or Project POC, harvesting operations may be limited to certain hours of the day due to special circumstances.

g. Upon request of the Real Estate Contracting Officer, the purchaser will furnish information as to the percentage of completion of each phase of the sale agreement.

h. Upon completion of the harvesting operations, the purchaser will contact the Real Estate Contracting Officer to arrange for a joint site inspection to determine whether the terms of the contract have been satisfactorily completed.

i. Following any extended period where equipment is removed or cessation of logging occurs the contractor shall notify the Project POC of his intention to resume harvesting operations. Contractor should provide at minimum one week's notice prior to moving equipment to harvest sites.

j. 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 by **March 31, 2023**.

7. Extension of Time: The Real Estate Contracting Officer may, by a change order or letter, extend the time allocated for removal, if justified by one or more of the following reasons:

a. Days lost by the purchaser due to stoppages or temporary suspensions ordered by the Real Estate Contracting Officer or his duly authorized representative, except when the stoppage or suspensions are ordered because of the purchaser's failure to comply with the provisions of the contract;

b. Labor disputes or catastrophic events beyond the purchaser's control. The purchaser shall notify the Real Estate Contracting Officer as soon as practical after such a delay begins. Delays resulting from weather will not normally be justification for extensions of time;

c. 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;

d. When purchaser desires an extension of time for his own convenience, provided: (1) the purchaser obtains concurrence for the delay from any sawtimber or pulpwood purchaser also in the sale area(s); (2) the Real Estate Contracting Officer determines that the extension will not endanger final required Project deadlines; (3) the monetary consideration due the Government for such extensions shall be a sum equal to one (1) percent per month of the value of the estimated timber remaining unharvested, or a minimum charge of \$100, whichever is greater; and (4) each request of the purchaser for a time extension must be in writing and must be received by the Real Estate Contracting Officer at least 10 days prior to the specified expiration date.

8. Payment: On per unit Pay-As-Cut sales the purchaser agrees to pay for all items awarded to them in accordance with the prices quoted in their bid. All payments shall be made by either certified check, cashier's check, bank draft or postal money order made payable to FAO, Little Rock District. Personal checks are not acceptable. For per unit Pay-As-Cut contracts, the Purchaser shall submit payment

periodically as determined by the Real Estate Contracting Officer (minimum weekly) for the actual amount of timber harvested and delivered during the period. The Purchaser's 20% bid deposit shall be credited to the final payment(s) as appropriate along with any necessary adjustments resulting from load reconciliations. Any remaining bid deposit balance will be refunded after completion of all harvesting activities.

9. Reports:

a. For per unit Pay-As-Cut contracts, the purchaser shall mail or deliver to the Real Estate Contracting Officer, by no later than Saturday of each week or periodic end date as previously defined, a summary report detailing the timber harvested from each cutting unit from which timber was removed during the preceding week or period. The report will reflect the volume of sawtimber and all other forest products harvested, together with a list of USACE load ticket numbers used, locations delivered to and each load's per unit and total value to support the report. If the periodic summary report(s) and substantiating ticket list are not promptly received by the required date, all operations under the contract may be suspended until the above data is received.

b. Prior to commencement of logging operations on per unit Pay-As-Cut contracts, the timber purchaser will be issued a USACE Load Ticket booklet and will be responsible for correctly recording load and mill/delivery information for every load of timber at the time it leaves the harvest area, as required by the Real Estate Contracting Officer. A load ticket consists of two parts with the same unique load number printed on each. The upper portion will remain in the bound ticket booklet, while the lower portion will be removed at the perforation and accompany the load to the mill/delivery destination. The lower portion will be retained after delivery, attached to a legible copy of the corresponding weight or mill scale ticket, and accumulated by the purchaser. Weekly or periodically as determined by the Real Estate Contracting Officer, the accumulated combined tickets will be turned in to USACE and reconciled with the bound portions remaining in the USACE load ticket booklet to corroborate the purchaser's summary reports that accompany payments.

c. Failure to accumulate and submit all delivered USACE Load Tickets with corresponding weight/mill scale tickets at each week's or period's end can result in the termination of the contract with possible forfeiture of the performance bond/deposit. The USACE load ticket booklet will be kept by the purchaser at the landing area and will be available for review and reconciliation at any time by the Real Estate Contracting Officer or designated Project POC. The government reserves the right to monitor the transportation of timber products entering/leaving the harvest area and within the Project.

d. At the end of the contract, any and all USACE load tickets that are not returned or otherwise positively accounted for will result in the assumption that the loads were delivered but not scaled or paid for. The purchaser will be billed for each missing USACE load tickets on the basis of the most valuable product and unit price at the average weight or mill scale per load for that product.

10. Payment Remittance: All payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the FAO, Little Rock District. Billing payments will be remitted within ten (10) days of the date of the billing directly to the Real Estate Contracting Officer, Little Rock District, Corps of Engineers, Attention: CESWL-RE-M, P.O. Box 867, Little Rock, Arkansas 72203-0867. Envelopes containing reports or payments will be conspicuously marked in the lower left corner as follows:

TO BE OPENED ONLY IN M&D BRANCH, REAL ESTATE DIVISION

11. Inspections: The purchaser's harvesting operations covered by this sale agreement and all books and records relating thereto shall be open to inspection at any time by the Real Estate Contracting Officer with the understanding that the information obtained shall be regarded as confidential. When cutting, logging or other operations under this sale agreement are in progress, the purchaser shall have a representative authorized to receive, on behalf of the purchaser, any notices and instructions given by the Real Estate 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.

12. Order of Logging:

a. The order of logging will be designated by the Real Estate Contracting Officer. Purchaser's proposal for sequence of cutting will be considered. All timber to be cut will be harvested and removed and all phases of operations completed within the assigned logging unit or area prior to commencement of operations in another logging unit. From time to time, due to certain activities, the order of logging may be realigned by the Real Estate Contracting Officer. Operations under this sale agreement will be conducted in a manner that will not interfere with timber harvesting operations under another sale agreement.

b. 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 the contractor before moving to another timber harvest area.

c. Unless they are an imminent safety hazard to the contractor, dead snags will be left standing for wildlife and Endangered Species habitat.

13. Methods of Logging:

a. Loading decks will be located and agreed upon between the Project POC and the purchaser prior to harvest operations commencing. The purchaser will be allowed to bank logs in areas designated by the Project POC.

b. So 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 residual stand. No swamping or cutting of young tree growth to clear ground for skidding shall be done except at the landings.

c. Tractors shall be turned around in openings and backed to the load. 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, regardless of whether they are empty or loaded.

d. Heavy equipment shall stay within the designated sale area and use approved landings and access roads. Any variation of this must be approved by the Project POC. The purchaser should provide at minimum one week's notice prior to moving equipment to harvest sites.

e. Logging may be done by means of mechanical harvesters, including feller-bunchers and clippers, as long as the use of a given piece of equipment does not excessively damage residual trees. Tree length or log length harvesting may be used. Prior approval by the Real Estate Contracting Officer is required before the use of limbing gates or mechanical means for delimiting or debarking the harvested timber. The successful bidder shall provide the Real Estate Contracting Officer or Project POC a list of type and size of all equipment to be used on the sale area at the pre-work conference.

14. Slash Disposal: Unless otherwise directed by the Project POC, logging slash and debris must be removed from roads, ditches, drainage, fire lines and mowed areas and slashed so as not to exceed a height of 48 inches above the ground. Any residual fine debris left in deck areas are not to exceed 24 inches in depth.

15. Stump Heights: Stumps shall be cut as low as practical, but in no case lower than the painted "painted stump spot", nor higher than six (6) inches above the ground line on the highest side, unless exempted by the Real Estate Contracting Officer. A damage may be assessed the purchaser for failure to cut stumps within the specified height.

16. Sawmills: Purchaser shall conduct no sawmill operations on the Project.

17. Vehicle Use:

a. The purchaser shall submit a list of vehicles authorized to transport forest products to the Project POC prior to commencement of any removal operation required under this sale agreement.

b. All vehicles shall have a current inspection sticker, if one is required by the state in which the timber is being harvested. All internal combustion engines, saws, tractors, etc., will be required to have a muffler or spark arrester. Roadways damaged by overloaded trucks shall be promptly repaired by the purchaser. Haul trucks shall comply with the State of Arkansas laws concerning insurance, weight, lights, and tie-down of loads.

c. Haul trucks will be routed only along designated roadways for harvest ingress and egress.

18. Protection of Facilities and Roadways:

a. All utility lines, ditches, roads and shoulders, bridges, culverts, fences, gates and other facilities located within the Project, and specifically within the boundaries of the sale area, shall be protected and, if damaged, shall be repaired immediately by the purchaser. Locations of significant structures have been identified on Page 25 "Horseshoe Bend map" and page 29 "Blackburn map." **Subject to approval of the Project POC, the gate identified on Page 25 "Horseshoe Bend map" may be removed to provide access.** Subject to the approval of the Project POC, any utility lines may be moved from one location to

another or specified trees which plainly endanger such lines may be left uncut. Any portion remaining from a cut tree will not be left under power lines or any firebreaks, utility rights-of-ways (water, gas, electric and fiber optic), roadways and associated drainage structures, wildlife food plots or mowed areas. Roadsides and utility rights-of-ways will not be used for skidding.

b. Logging roads, loading decks, trails and skid roads may be established when permitted in advance by the Real Estate Contracting Officer or Project POC. Upon completion of logging operations in any unit of the sale area, the purchaser shall, as soon as practical, perform such work as may be necessary to prevent soil erosion. Roads, trails, and designated fire lanes shall at all times be kept free of logs, brush, and debris resulting from the purchaser's operations. If disturbed, fire lines should be bladed to original condition. Skid lanes should be bladed and water barred for re-vegetation.

c. Maximum utilization of existing gates, roadways, bridges, and fire lanes will be exercised by the purchaser. Only by special permission from the Real Estate Contracting Officer or Project POC when conditions warrant shall 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 shall be first approved by the Real Estate Contracting Officer or Project POC. Restoration of the area to its previous condition where any new routes have been constructed by the purchaser may be required prior to expiration of the sale agreement.

d. All access roads, loading decks and primary skid trails must be approved by the Project POC or his representative in advance of construction. The improvement and use of access trails for logging operations may be authorized when permitted in advance by written approval from the Project POC. Mowed areas, wildlife food plots, roadsides and utility right-of-ways will not be used as skid trails unless specifically approved by the Project POC.

e. The drainage of streams, creeks and ditches will not be obstructed. All material placed in streams for temporary crossings will be removed before moving to another timber harvest area.

f. All logging debris will be kept out of roadsides and mowed areas, unless approved by the Real Estate Contracting Officer or Project POC. All loading decks will be cleaned and greened up in accordance with the Real Estate Contracting Officer's or Project POC's instructions before moving to another timber harvest area.

19. Protection of Environment and Cultural Resources:

a. Purchaser's operations shall be conducted to minimize damage and pollution to stream courses within the sale area. Culverts or bridges shall 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, but, 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 stream crossings and operations in wetlands shall be in compliance with the mandatory best management practices for silviculture of Section 404 and 319 of the Clean Water Act of 1977. These requirements can be reviewed at the Project POC's or Real Estate Contracting Officer's Office.

b. The purchaser shall be required to conform to applicable Federal, state, county, and local laws or regulations as necessary to prevent the pollution or degradation of environmental quality. Littering Government property with glass, metal, paper, plastic, oils, lubricants, fuels, detergents, or any other solid or liquid pollutants is prohibited. 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 suspension or termination of harvesting operations. Purchaser will have a spill kit on-site at all times during operation. Any oil or fuel spills occurring within the sale area should be immediately reported to the Project POC.

c. The purchaser shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered in the sale area, the purchaser shall immediately notify the Real Estate Contracting Officer, and the site and the material shall be protected by the purchaser from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the Real Estate Contracting Officer.

d. Standing snag trees throughout the sale area that do not present an immediate threat to contractor safety should be left undisturbed for bat or wildlife habitat.

e. The purchaser will adhere to all Arkansas Best Management Practices for timber harvesting and forest roads/trails to lessen environmental impacts and comply with state water quality regulations. Any seed mixture used to reestablish vegetative cover on disturbed areas must be approved by the Project POC. The purchaser is required to have a dozer or similar piece of equipment on-site or available with short notice to maintain skid trails and log landings during the course of harvesting. All BMP work should be completed within thirty (30) days of final harvesting activities, weather permitting

20. Safety Regulations:

a. All operations in connection with the harvesting and removal of forest products sold hereunder shall be conducted in a workmanlike and orderly manner. Purchaser is responsible to ensure that all equipment and operations conducted under this sale agreement comply with safety and sanitary regulations established by local, state, and Federal agencies. Purchaser is responsible for compliance with all applicable Occupational Safety and Health Administration (OSHA) standards established by Department of Labor (29 C.F.R. 1910.266) and Army Corps of Engineers Safety and Health Requirements Manual (EM 385 1-1). Safety equipment must be worn and utilized at all times.

b. No firearms shall be permitted on the Project and no hunting by purchaser personnel shall be permitted by virtue of this sale agreement.

c. The purchaser will take appropriate security measures for all left on site. The Government is not responsible for lost, stolen or damaged property.

21. Fire Suppression:

a. The purchaser and all subcontractors under him shall exercise due diligence both independently and upon request of the Project POC to prevent and suppress forest fires. No burning will be allowed by the purchaser at any time. The purchaser agrees to reimburse the Government for the cost of fire suppression incurred and property damage caused as a result of his negligent or willful acts.

b. During periods of danger, as may be specified by the Project POC, the purchaser shall prohibit smoking and building of fires, to include camp and lunch fires by his employees, contractors, and employees of contractors within the sale area, except at established areas.

22. Termination for Default: If, after award of the contract, the purchaser breaches the contract by failing to make any payments as required, or by failing to remove the timber as required, then the Real Estate Contracting Officer may issue a fifteen (15) day written cure notice (calculated from the date of mailing) allowing purchaser 15 days to correct its breach; and, upon purchaser's failure to cure such default within that period (or such further period as the Real Estate Contracting Officer may allow), this sales contract may be terminated for default by the Real Estate Contracting Officer, in which case the purchaser shall lose all right, title, and interest acquired in and to the 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 time, the Real Estate Contracting Officer, at his election and upon notice of default, shall be entitled to retain (or collect) as liquidated damages a sum equal to the total amount of such loss or damages sustained. When the Real Estate Contracting Officer exercises this election, he shall specifically apprise the purchaser that, upon expiration of the cure period, if the breach or defect still remains, the contractor shall be liable for any applicable liquidated damages as well as any applicable administrative costs which amounts may be offset by retaining part or all of the cash performance deposit, or by making demand upon the surety. If the purchaser otherwise fails in the performance of his obligations hereunder, the Government may exercise such rights and may pursue remedies as are provided by law or under the contract.

23. Liquidated Damages: Without derogation to any other rights afforded it by this contract, the Government, through the Real Estate Contracting Officer, may determine the extent of damages arising from any of the causes hereinafter set forth, and the purchaser agrees to pay a damage, therefore in an amount to be determined by the Real Estate Contracting Officer as liquidated damages for the injury and for the damages suffered by the Government.

CASE OR VIOLATION*

DAMAGES**

a. Cutting or damaging undesignated trees intentionally or through negligence or carelessness. Nine (9) trees/acre will be considered excessive

Double the unit sale price for the respective timber product, plus any administrative costs incurred.

b. Removal of material harvested from the designated sale area without measurements in accordance with the terms of the contract.

Triple the unit price for the respective forest products.

CASE OR VIOLATION*

DAMAGES** (Continued)

- | | |
|--|---|
| c. Continued failure to cut stumps in accordance with specifications. | Ten Dollars (\$10.00) per stump. |
| d. Failure to cut designated trees not exempted and to utilize merchantable material. | Double the unit sale price for respective forest product. |
| e. Degradation of environmental quality through persistent littering, pollution, negligent or willful acts to Government land or water | Actual clean up or restoration costs incurred by the Government as determined by the Real Estate Contracting Officer. |
| f. Unavoidable damage to undesignated trees. | Unit sale price for respective timber product. |
| g. Failure to complete harvesting Operations on or before expiration date. | One (1) percent per month of the value of the timber remaining unharvested, or a minimum charge of \$100, whichever is greater. |
| h. Failure to repair roadways and/or shoulders to original condition. | Actual costs incurred by the Government To repair damages. |
| i. Damage to designated or protected Historical or archeological sites with-in The sale boundaries. | Maximum damages allowed by law or regulation. |

* Determined by the Real Estate Contracting Officer.

24. Termination for Convenience: The Real Estate Contracting Officer may terminate this sale agreement at any time by giving ten (10) days' notice in writing to the purchaser. Upon receipt of this notice the purchaser will cease all cutting of timber and will be allowed to remove only timber that has already been felled. 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 liquidated damages shall be refunded unless otherwise provided herein.

25. Disputes Clause:

a. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Real Estate Contracting Officer, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Real Estate Contracting Officer shall be final and conclusive unless, within ninety (90) days from the date of receipt of such copy, the contractor mails or otherwise furnishes a written appeal to the Armed Services Board of Contract Appeals, Skyline 6, Room 703, 5109 Leesburg Pike, Falls Church, Virginia 22041-3208. A copy of the appeal shall also be furnished to the Real Estate Contracting Officer. The decision of the Board shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Real Estate Contracting Officer's decision.

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

26. Gratuities:

a. The Real Estate Contracting Officer may, by written notice to the 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 the purchaser, or any agent or representative of the purchaser to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract; provided the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this contract is terminated as provided in subparagraph a. above, the Government shall be entitled (1) to pursue the same remedies against the purchaser as it could pursue in the event of a breach of the contract by the purchaser, and (2) 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 nor more than ten times the costs incurred by the purchaser in providing any such gratuities to any such officer or employee.

c. 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 contract.

27. Non-discrimination in Employment: In connection with the performance of work under this contract, the purchaser agrees as follows:

a. The purchaser shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The purchaser shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

c. The purchaser shall send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract of understanding a notice advising the said labor union or worker's representative of the purchaser's commitments under this non-discrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The purchaser shall 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 the rules, regulations, and relevant orders of the Secretary of Labor.

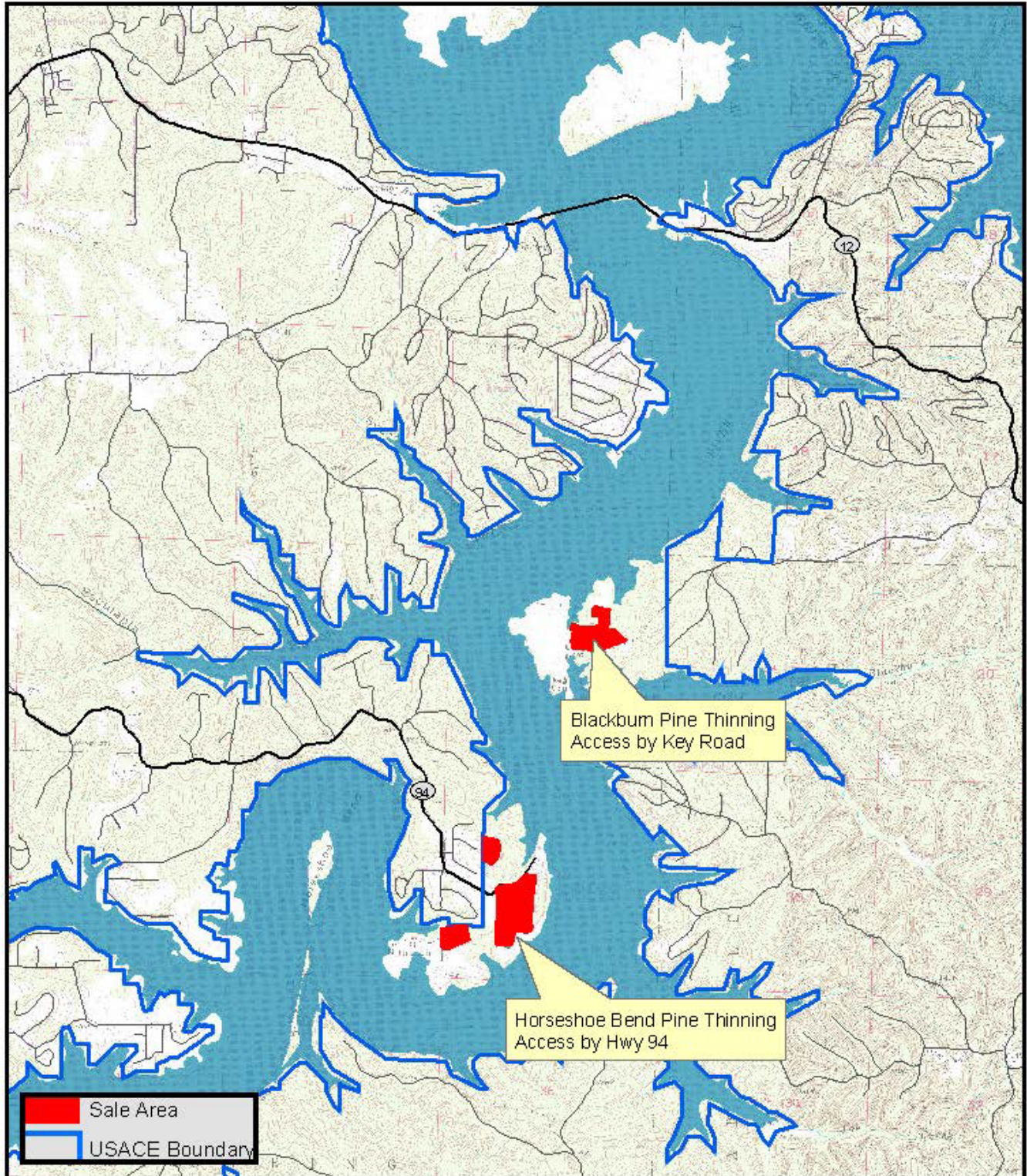
e. The purchaser shall furnish all information and reports required by Executive Order No. 11246 of 24 September 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and shall permit access to his books, records and accounts by the Real Estate Contracting Officer, and the Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders:

f. In the event of the purchaser's noncompliance with this non-discrimination clause or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the purchaser may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of 24 September 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The purchaser shall include the provisions of subparagraphs a. through f. 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 24 September 1965, as amended, so that such provisions will take such action with respect to any subcontract or purchase order as the Real Estate Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the purchaser becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Real Estate Contracting Officer, the purchaser may request the United States to enter into such litigation to protect the interests of the United States.

LOCATION OF FOREST PRODUCTS SALE AREA(S); HORSESHOE BEND BLACKBURN LOCTATION

Beaver Lake Pine Timber Thinnings



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DESCRIPTION OF FOREST PRODUCTS SALE AREA(S);

Horseshoe Bend Pine Timber Thinnings

PRODUCT	Marked Volume	
	Volume (tons)	TREES
PINE SAWTIMBER	1261.3	2163
PINE PULPWOOD	329.0	816

0			
Pine Pulpwood			
dia.	Trees	Cords	Tons
6	66	3	9
8	428	43	114
10	201	34	91
12	58	16	42
14	41	16	43
16	15	6	17
18	7	5	12
20	0	0	0
TOTAL	816	123	329

Pine Sawtimber			
dia.	Trees	Cords	Tons
10	831	35,460	318
12	893	71,303	550
14	305	35,876	251
16	101	15,443	101
18	23	4,445	28
20	7	1,543	9
22	3	858	5
24	0	0	0
26	0	0	0
28	0	0	0
32	0	0	0
TOTAL	2,163	164,928	1,261

Description of Forest Products:

Horseshoe Bend Pine Timber Thinning



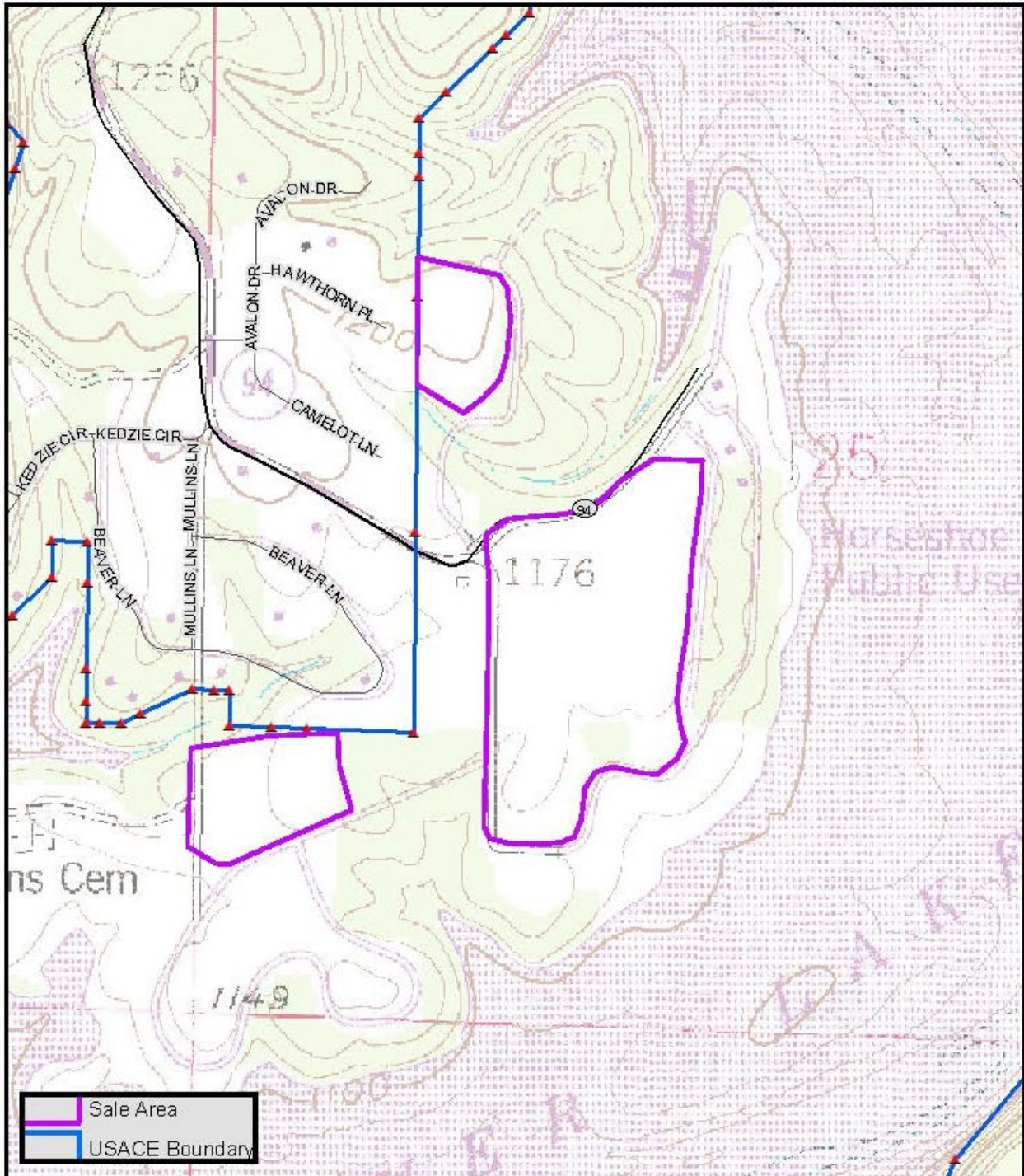
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Description of Forest Products:

Horseshoe Bend Pine Timber Thinning



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Description of Forest Products:

Horseshoe Bend Pine Timber Thinning



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Description of Forest Products: **Blackburn Pine Timber Thinnings**

PRODUCT	Marked Volume	
	Volume (tons)	TREES
PINE SAWTIMBER	550.2	882
PINE PULPWOOD	89.5	308

Pine Pulpwood			
dia.	Trees	Cords	Tons
6	70	4	9
8	193	19	52
10	30	5	14
12	8	2	6
14	2	1	2
16	3	1	3
18	2	1	4
20	0	0	0
TOTAL	308	33	89

Pine Sawtimber			
dia.	Trees	Cords	Tons
10	353	15,476	140
12	357	31,204	242
14	135	17,678	125
16	30	5,132	34
18	5	1,100	7
20	2	484	3
22	0	0	0
24	0	0	0
26	0	0	0
28	0	0	0
32	0	0	0
TOTAL	882	71,074	550

Description of Forest Products:

Blackburn Pine Timber Thinning



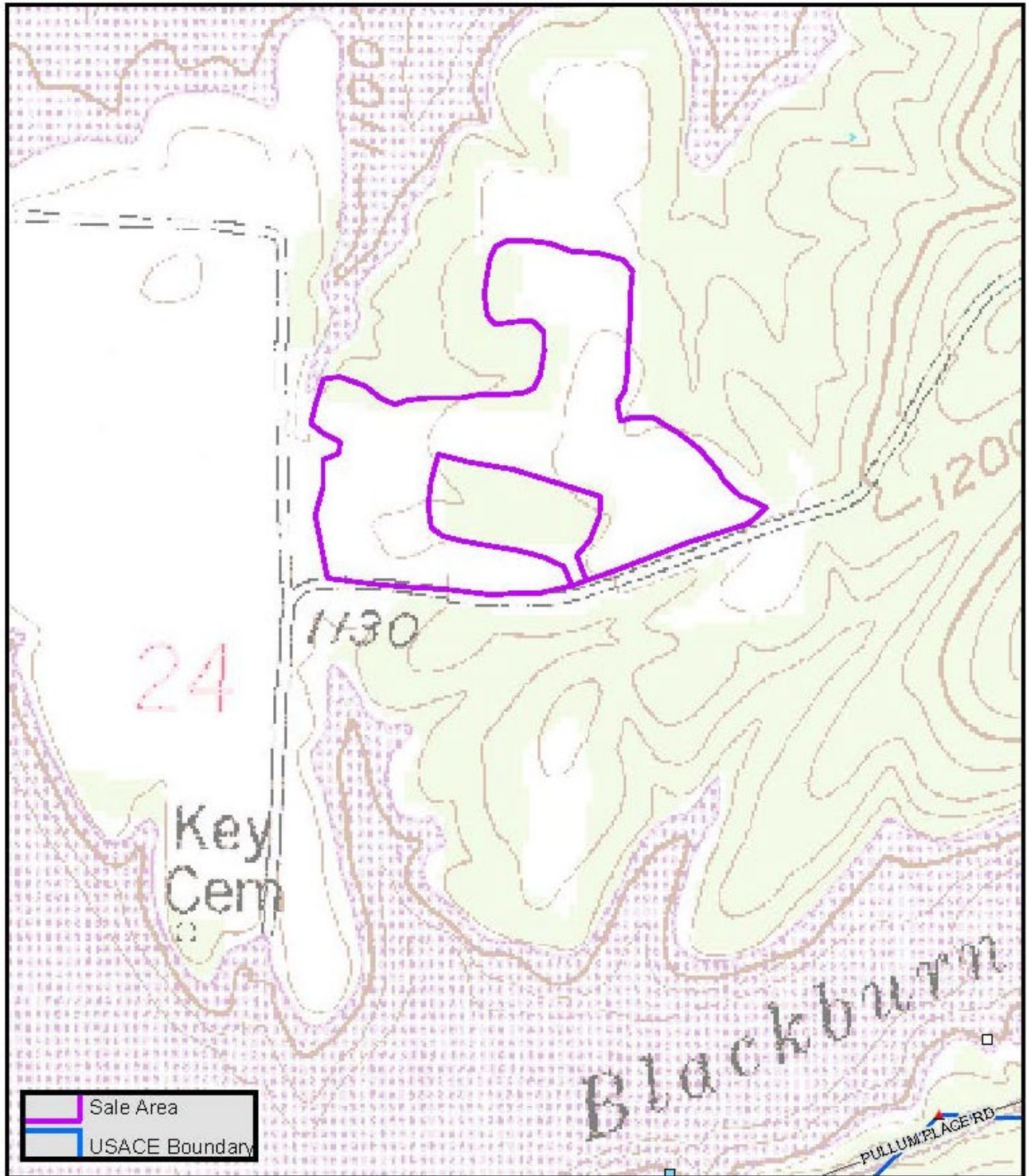
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Description of Forest Products:

Blackburn Pine Timber Thinning



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Description of Forest Products:

Blackburn Pine Timber Thinning



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