GOVERNMENT FOREST PRODUCTS SALE

SALVAGE CONTRACT

INVITATION FOR BIDS NO. DACA63-9-26-0520 1 June 2026

Sealed bid 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.

ATTENTION: Persons interested in receiving a complete copy of this Invitation for Bids should go to https://SAM.GOV and type in Search – "Any Words" Keyword DACA63-9-26-0520, or request a copy from Mr. Corey Walk, Division/District Forester, CESWF-RE-M, 817-886-1131.

FOREST PRODUCTS:	Pine and Hardwood Timber
TIME OF OPENING:	**10:00 AM, Local Time**
DATE OF OPENING:	**26 August 2026**
PLACE OF OPENING:	Forester's Office, 2278 K Ave. Building 8603 Fort Polk, Louisiana
BID DEPOSIT:	**$1,000.00 for Item 1**
EXPIRATION DATE:	**30 September 2027**

Inspection invited between 8:00 a.m., and 4:00 p.m., Monday through Friday, excluding holidays. Arrange inspections with Mr. Chad Tilley or Mr. Joseph Maricle, Fort Polk Timber Sale Manager, at phone number 337-378-3156 or 337-401-6450. **Bidders are required to call 24 hours in advance of desired time of inspection.**

Issued by:	Fort Worth District, U.S. Army Corps of Engineers
Address:	Post Office Box 17300, Fort Worth, Texas 76102
Property located at:	**Fort Polk, Louisiana**

U.S. ARMY
CORPS OF ENGINEERS
Fort Worth District

SALE OF GOVERNMENT FOREST PRODUCTS BID AND AWARD	INVITATION FOR BIDS NO. DACA63-9-26-0520	PAGE 2

BID
(This Section to be completed by the Bidder)

DATE OF BID 26 August 2026 10:00AM

In compliance with the Invitation identified on the cover page hereof, and subject to all the sale terms and conditions contained in Instruction to Bidders, General Sale Terms and Conditions, and Special Sales Terms and Conditions, 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 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 _____.

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 by imprisonment for not more than two years, or both. (Title 15, United States Code, Section 645(a).

CERTIFICATE AS TO SMALL BUSINESS STATUS

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 operation; and (4) together with its affiliates does not employ more than 500 persons.

NAME AND ADDRESS OF BIDDER *(Street, city, state, and zone)(Type or print)* **Phone:** **Email:**	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID SIGNER'S NAME AND TITLE *(Type or print)*

CORPORATE CERTIFICATE

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; that said
(Title)
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.

Signature_____(CORPORATE SEAL)

ACCEPTANCE BY THE GOVERNMENT *(This Section for Government use only)*		DATE OF ACCEPTANCE _____ 20____
ACCEPTED AS TO ITEMS NUMBERED		UNITED STATES OF AMERICA By _____ Shane P. Demmer *(Contracting Officer)*
TOTAL AMOUNT $	CONTRACT NUMBER	TITLE OF CONTRACTING OFFICER District Chief Real Estate Contracting Officer

SALE OF GOVERNMENT FOREST PRODUCTS	INVITATION FOR BIDS NO. DACA63-9-26-0520	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 Pulpwood	1,000	Tons	$	$	
	Pine Chip-N-Saw	500	Tons	$	$	
	Pine Sawtimber	1,000	Tons	$	$	
	Hardwood Pulpwood	1,000	Tons	$	$	
	Hardwood Sawtimber	1,000	Tons	$	$	

NOTICE TO BIDDERS:

(1) No bid will be considered unless it is accompanied by a deposit in the amount of $1,000.00 for Item 1. 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 F&A Officer, USAED, Ft. Worth. 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 by the Government as a performance deposit.

(2) This sale is for a salvage contract. The timber in this sale will be designated by the installation forester. The timber will be from insect damage, storm damage, fire, or construction sites. The volumes are not guaranteed. They are for the purpose of contract award only. Bids will <u>not</u> be considered if improperly weighted on any particular product.

(3) This is a non-exclusive Delivery Order. Each area will be paid for by the contractor in accordance with the per unit bid price. **If the successful bidder fails to perform to contract specifications another contract will be advertised and awarded. To support changing military training, logging contractor can either pile or scatter logging slash and/or jump-butts in landings.**

(4) The successful bidder must be able to respond to harvesting notification within **TWO WEEKS**. The purchaser will be notified when the timber in each area will be marked and can accompany the marking crew. If the purchaser is not present at the time of the volume determination the Government volume is final and conclusive as to quantities under any order. The volumes estimated by the Government will be the minimum quantity established for the purposes of payment. **THERE IS A TWO LOAD MINIMUM per request to mobilize.** Any additional volume which exceeded this estimate will require payment based on the weekly report of scale/weight tickets as furnished by the purchaser. Disputes will be resolved in accordance with paragraph 4 of Section II of the contract.

(5) Conversion factors to be utilized in calculating damage assessments:
Pine Sawtimber/Pine Poles 8.00 tons/MBF (**Doyle Scale**)

Pine Chip&Saw/Pine Pulpwood 2.70 tons/cord
Hardwood Sawtimber 9.0 tons/MBF
Hardwood Pulpwood 2.8 tons/cord

(6) Pine poles harvested shall be paid on the pine sawtimber bid price. Pine chip-n-saw harvested shall be paid on the pine chip-n-saw bid price. All material deemed cull and deducted at the mill will be charged at the next lower product type rate. Sawlog tonnage deemed cull and deducted at the mill will be charged at the pulpwood rate, unless it is determined to be an error of the purchaser during the removal and/or delivery process, where the full rate will be charged for the deducted product type.

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. The timber offered for sale will be located in various locations on Fort Polk, Louisiana. The timber in Item 1 stands in Vernon, Sabine, and Natchitoches Parishes. Timber will be salvaged from insect/disease damage, storm damage, fire, construction sites, etc. The areas are owned by the Government in fee simple.

b. Estimated volumes are:

Item 1: 1,000 Tons of pine pulpwood, 500 Tons of pine chip-n-saw, 1,000 Tons of pine sawtimber, 1,000 Tons of hardwood pulpwood and 1,000 Tons of hardwood sawtimber.

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. **All purchaser's personnel will be required to clear through the Installation Security Officer prior to beginning operations**. The purchaser shall be responsible for requiring each of his employees, agents, or representatives engaged in the operation to display such identification as may be required by the Installation Commander. **All prescribed identification shall immediately be turned over to the Installation Security Officer for cancellation upon the release of an employee.**

b. This sale agreement is subject to conditions of the Base Realignment and Closure (BRAC) process, if applicable.

c. To support changing military training, logging contractor can either pile or scatter logging slash and/or jump-butts in landings.

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. 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 District Engineer, Fort Worth District, Corps of Engineers, Post Office Box 17300, Fort Worth, Texas 76102-0300.

b. Bids will be enclosed in a sealed envelope which is marked and addressed as follows:

RETURN ADDRESS	TO:	Director of Public Works
SEALED BID TO BE OPENED:		Env. & Nat. Resources Mgmt. Div.
Fort Polk, Louisiana		Natural Resources Mgmt. Branch
TIME: **10:00 AM, Local Time**		1843 23rd Street, Bldg. 2529
DATE: **26 August 2026**		Fort Polk, Louisiana 71459

INVITATION FOR BIDS NO: **DACA63-9-26-0520**

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 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 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. Hand carried bids will be delivered to Forester's Office, Building 8603, Fort Polk, Louisiana.

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.

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 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 $1,000.00 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 F&A Officer, USAED, Fort Worth. **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 the performance deposit below.

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 F&A Officer, USAED, Fort Worth, in the amount of $1,000.00 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. **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. Installation Commander: The term "Installation Commander" as used herein means the Military Officer in charge of the installation and includes any duly appointed representatives having as their responsibility forest protection and forest management.

3. Marking Procedures:

a. All merchantable trees in Item 1 will be designated by the installation forester. The timber will be from insect/disease damage, storm damage, fire, or construction sites, etc. The volumes are not guaranteed. All designated trees, and ONLY designated trees, will be cut and/or removed by the purchaser.

b. 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.

c. 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 utilized. 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 utilization of merchantable material. On pine and hardwood sawtimber trees, where limbs are in whorls and the collective diameter of limbs (within a distance of 12" on the stem for pine and 24" for hardwood) 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 and the remainder of the merchantable tree top utilized as pulpwood.

d. **Product Definitions:**

- **Pine Sawtimber** – For the purpose of this contract: Pine log that measures 8 inches diameter or greater at the scaling end (small end) and contains at least one merchantable, 16 foot long log. Sawtimber will be straight and free from major defect.

- **Pine Chip-N-Saw/Pallet** – For the purpose of this contract: Pine trees that due to major defect are not considered pine sawtimber or pine trees that are generally larger than pine pulpwood or both.

- **Pine Pulpwood** – For the purpose of this contract: All merchantable pine timber that does not meet the criteria to be merchandized as pine sawtimber.

- **Hardwood Sawtimber** – For the purpose of this contract: Hardwood log that measures 10 inches diameter or greater at the scaling end (small end) and contains at least one merchantable, 16 foot long log. Sawtimber will be straight and free from major defect.

- **Hardwood Pulpwood** – For the purpose of this contract: All merchantable mixed hardwood timber that does not meet the criteria to be merchandized hardwood sawtimber.

5. Metal Contamination:

a. Some timber included under this sale may be contaminated with bullets and/or shell fragments, and it is not intended that the purchaser be required to harvest such trees when contamination is determined to be excessive. If military metal is encountered, the purchaser will assist in determining the degree and extent of the contamination. If, after a thorough examination, the purchaser and the Real Estate Contracting Officer determine that the contamination is excessive, such standing timber or timber areas will either be deleted from the sale agreement, or, if mutually agreeable, a reduction in the unit price may be negotiated only for this contaminated material. The reduced price will be based on the extra cost of harvesting and utilizing such contaminated timber. In the event any portions of the sale area are deleted under a lump sum sale, the adjustment will be negotiated by both parties to determine volume and value of the timber deleted. The Government, however, will not substitute or replace contaminated timber with a like volume or area of timber for the amount withdrawn.

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

c. The purchaser will hold the Government harmless for any damages to property or injuries to persons which may arise out of the existence of non-exploded ammunition, metal or foreign objects in trees or on the premises.

6. Commencement: At the discretion of the Real Estate Contracting Officer the purchaser will commence the harvesting and removal of timber within ten (10) days after the date of written notice to proceed.

7. 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 by or before
30 September 2027.

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 installation's road and drainage systems.

e. Operations may be delayed from time to time and the area closed because of military training. If the sale area is closed as a result of military training the contract may be extended.

f. Harvesting operations will be permitted seven days per week (Monday through Sunday during daylight hours), unless otherwise authorized by the Real Estate Contracting Officer. At the discretion of the Real Estate Contracting Officer or Installation Forester, harvesting operations may be limited to certain hours of the day due to special circumstances.

g. All harvesting operations may be suspended for the first week of the installation's deer hunting season.

h. 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.

i. 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.

j. Following any extended period where equipment is removed or cessation of logging occurs the contractor shall notify the Installation Forester of his intention to resume harvesting operations.

8. 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 closure of the sale area for military training;

b. 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;

c. 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;

d. 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;

e. 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 installation 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.

9. Payment:

a. On unit price sales the purchaser agrees to make advance payments for forest products as follows: (1) For contracts of $1,000 or less, the balance of the estimated purchase price is required. (2) For all other contracts, $1,000 or 20 percent of the estimated purchase price, whichever is greater, is required. The remainder will be paid as requested by the Real Estate Contracting Officer, having as an objective that the amount paid shall at all times be the equivalent of at least 20 percent more than the value of forest products cut. Any surplus funds to the purchaser's credit upon completion of removal operations, as required under the terms of the contract, will be refunded to the purchaser.

b. On lump sum sales contracts, the purchaser agrees to make advance payment for stumpage as follows:

c. For contracts below $5,000, payment in full is required within ten (10) days after notice of acceptance of the bid.

d. For all other contracts, $5,000 or 20 percent of the bid price, whichever is greater, is required within ten (10) days after notice of acceptance of the bid. The remainder of the purchase price shall be paid in 20 percent or larger increments, the frequency of which will be determined by the Real Estate Contracting Officer, having as an objective that the amount paid shall at all times be the equivalent of at least 20 percent more than the value of forest products cut. Regardless of the percent completion, full payment shall be made before the end of the initial contract period.

10. Reports: When required, the purchaser shall mail or deliver to the Real Estate Contracting Officer, by no later than Saturday of each week, a summary report or 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 volume of sawtimber and pulpwood harvested, together with weight tickets 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 the contract may be suspended until the above data is received.

11. Payment Remittance: All payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the F&A Officer, USAED, Fort Worth. Billing payments will be remitted within ten (10) days of the date of the billing directly to the District Engineer, Fort Worth District, Corps of Engineers, ATTN: CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300. 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

12. 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.

13. Order of Logging: 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 military 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.

14. Methods of Logging:

a. Loading points will be in open areas. The purchaser will be allowed to bank logs in areas designated by the Installation Forester. Log landings will not be permitted within 150 feet of the center line of the main roads.

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. 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. Prior approval by the Real Estate Contracting Officer is required before the use of limbing gates or mechanical means for delimbing or debarking the harvested timber. The successful bidder shall provide the Real Estate Contracting Officer or Installation Forester a list of type and size of all equipment to be used on the sale area at the pre-work conference.

15. Slash Disposal: Piling of tops or branches immediately adjacent to live trees will not be permitted. The unused portion of all tops and branches shall be removed from roads, drainage ditches, fire lanes, power lines, pipelines, railroads or other rights of ways and mowed areas the same day trees are cut. **To support changing military training, logging contractor can either pile or scatter logging slash and/or jump-butts in landings.**

16. Stump Heights: Stumps shall be cut as low as practical, but in no case higher than six (6) inches for pulpwood and twelve (12) inches for sawtimber unless exempted by the Real Estate Contracting Officer. A damage may be assessed the purchaser for failure to cut stumps within the specified height.

17. Sawmills: Purchaser shall conduct no sawmill operations on the installation.

18. Security and Vehicle Use:

a. The purchaser shall submit a list of vehicles authorized to transport forest products to the Installation Commander prior to commencement of any removal operation required under this sale agreement. The Provost Marshal's Office may require all contractor's vehicles to display identification passes to enter the installation. Vehicles are subject to searches for security purposes prior to entering installations. Due to high volume of traffic during certain periods of the day (morning and evening employee entry for work) vehicles may be restricted from entering the installations. Contractors are urged to schedule their truck entries as not to conflict with these periods.

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. Log trucks shall comply with the requirements of the state trucking codes concerning lights, securing of loads, load limitation and insurance requirements. Roadways damaged by overloaded trucks shall be promptly repaired by the purchaser. The purchaser shall comply with all depot safety regulations. Haul trucks shall comply with the State of Texas laws concerning weight, lights, and tie-down of loads.

19. Protection of Facilities and Roadways:

a. All utility lines, ditches, roads and shoulders, bridges, culverts, fences, gates and other facilities located within the reservation, and specifically within the boundaries of the sale area, shall be protected and, if damaged, shall be repaired immediately by the purchaser. Subject to the approval of the Installation Forester, any utility lines may be moved from one location to another or specified trees which plainly endanger such lines may be left uncut.

b. Logging roads, trails and skid roads may be established when permitted in advance by the Real Estate Contracting Officer or Installation Commander. 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.

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 Installation Commander 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 Installation Forester. 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.

20. 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 Installation Forester'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.

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.

21. 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).

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

22. Fire Suppression:

a. The purchaser and all subcontractors under him shall exercise due diligence both independently and upon request of the Installation Commander to prevent and suppress forest fires. 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 Installation Commander, 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.

23. 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.

24. 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. Excessive damaging of 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. Cutting of undesignated trees.	Double the unit sale price for the respective timber product, plus any administrative costs incurred.
c. Unavoidable damage to undesignated trees.	Unit sale price for respective timber product.
d. Failure to utilize merchantable material.	Unit sale price for respective timber product.
e. Improper removal of materials harvested from the designated sale area without measurement in accordance with the terms of the sale agreement.	Double the unit price for the respective timber product, plus any administrative costs incurred.
f. Failure to cut stumps in accordance with specifications.	Ten dollars ($10.00) per stump.
g. Failure to cut marked or designated trees not exempted.	Double the unit price for the respective timber product.
h. Degradation of environmental quality through littering and pollution of Government land and water.	Actual clean-up costs incurred by the Government.
i. Failure to repair roadways and/or shoulders to original condition.	Actual costs incurred by the Government to repair damages
j. Damage to designated or protected historical or archeological sites with-in the	Maximum damages allowed by law or regulation.

sale boundaries.	
k. Failure to complete harvesting operations on or before expiration date.	One (1) percent per month of the value of the estimated timber remaining unharvested, or a minimum charge of $100, whichever is greater.
l. Failure to return any or all required security badges or passes.	As assessed by the security office at the pre-work conference.
m. Damage to seed trees	$500.00 per tree

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

25. 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.

26. 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.

27. 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.

28. 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 vender 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.