

DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
REAL ESTATE DIVISION
201 N. THIRD AVE, WALLA WALLA, WA 99362

SALE OF GOVERNMENT-OWNED FOREST PRODUCTS

Invitation No. DACW68-9-15-14
Contract No. DACW68-7-15-XX

DATE: January 30, 2015

SALE NAME: East Dent 1
SALE TYPE: Salvage and Sanitation

LOCATION: Clearwater County, Idaho, on portions of Federal property managed by the US Army Corps of Engineers around Dworshak Reservoir in the area east of Dent Bridge (see **EXHIBIT A** timber sale location map), in Section 25 and 26 of T38N, R02E, Boise Meridian. The total contract and harvest area is approximately 122 acres.

PAGE NO. 1 OF 30 PAGES OF
INVITATION NO. DACW68-9-15-14

Sealed bids in SINGLE/ONE COPY, subject to the terms and conditions set forth herein, for the purchase and removal of the Government-owned forest property listed in this invitation, will be received until the time, date, and at the place indicated below, and then publicly opened. Bids are to be in dollars per ton of merchantable forest product format. Bids are to be submitted by mail or hand-delivered to the address below:

ATTN: REAL ESTATE DIVISION/Rodney Huffman

TIME OF OPENING: 2:00 P.M. PACIFIC TIME
DATE OF OPENING: March 3, 2015
PLACE OF OPENING: WALLA WALLA DISTRICT HEADQUARTERS
210 N. Third Avenue,
Walla Walla, WA 99362

MINIMUM BID DEPOSIT OF **20%** OF TOTAL AMOUNT BID OR AS OTHERWISE INDICATED IS REQUIRED, CHECKS MADE PAYABLE TO: **FAO, USAED, Walla Walla**

INSPECTION INVITED BETWEEN 9:00 A.M. AND 2:00 P.M. "BY APPOINTMENT ONLY"
ARRANGE WITH: Robert Tardif PHONE: 208-476-1245

EAST DENT 1 INVITATION TO BID AND CONTRACT

Seller: Initials _____ Date _____
Buyer: Initials _____ Date _____

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

SALE NAME: East Dent 1	INVITATION NO: DACW68-9-15-14
BID (This section to be completed by Bidder)	DATE OF BID:

In compliance with the Invitation identified on the cover hereof, and subject to all the sale terms and conditions contained in Section A (Specific Provisions) and Section B (General Provisions), all of which are incorporated as a part of this Bid, the undersigned offers and agrees, if this Bid be accepted within 60 calendar days after date of Bid opening, to purchase and pay for any or all of the items listed for sale in Section A (Specific Provisions) and to remove the property and perform the other required work as specified herein after notice of acceptance by the Government.

The unit price bid is \$ _____ / TON and the total amount of bid is \$ _____.

Attached is the required Bid deposit in the form of _____ in the amount of \$ _____.

(Envelopes containing the bids must be sealed and marked on the face with the name and address of the Bidder, the Invitation number and the date and hour of opening.)

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 timber a "small business" is a concern that: (1) is primarily engaged in the logging or forest products industry; (2) is independently owned and operated; (3) is not dominant in its field of operation; and (4) together with its affiliates does not employ more than 500 persons. Form-13 CFR 121.3-9(b).

EAST DENT 1 INVITATION TO BID AND CONTRACT

Seller: Initials _____ Date _____
 Buyer: Initials _____ Date _____

Bidder certifies: (a) That he [] has, [] has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Bidder) to solicit or secure this contact, and (b) that he [] has, [] has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.)

TIMBER TAX INFORMATION NO 1-800-548-8829

NAME AND ADDRESS OF BIDDER (Type or Print) (Street, City, State and Zip Code.) STATE TAX #	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID
	SIGNER'S NAME AND TITLE (Type or Print)

Privacy Act Statement. The purpose of this invitation is to solicit bids from prospective forest product Purchasers to determine the best qualified bidder, price and other consideration included. Information required from bidder is voluntary; however, failure to furnish such information would disqualify bid. Authority: 40 USC 484, Federal Property and Administrative Services Act of 1949 and Federal Property Management Regulation, Section 101-47.302-2(a)(3).

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; and said contract was
(Title)

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	DATE OF ACCEPTANCE
TOTAL AMOUNT \$	CONTRACT NUMBER
	UNITED STATES OF AMERICA BY: _____ _____

NPS FORM 405-3 (Single Item)
Aug 88

(Replaces NPS Form 99A)

EAST DENT 1 INVITATION TO BID AND CONTRACT

Seller: Initials____ Date ____
Buyer: Initials____ Date ____

SALE OF GOVERNMENT FOREST PRODUCTS ITEM BID PAGE		INVITATION FOR BIDS NO. DACW68-9-15-14		PAGE		
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	Douglas-fir saw logs	8,402.40	Tons			
2	Grand Fir saw logs	2,089.80	Tons			
3	Western Larch saw logs	162.0	Tons			
4	Western Red Cedar	154.00	Tons			
5	Mixed Species Pulp	40.0	Tons			
BIDDER IS CAUTIONED TO INSPECT THE PROPERTY			NAME OF BIDDER (Type or print)			

EAST DENT 1 INVITATION TO BID AND CONTRACT

Seller: Initials _____ Date _____

Buyer: Initials _____ Date _____

SALE OF GOVERNMENT FOREST PRODUCTS DESCRIPTION AND MAP OF SALE AREA	INVITATION FOR BIDS NO. DACW68-9-15-14	PAGE
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DESCRIPTION OF FOREST PRODUCTS SALE AREA(S);

The timber to be harvested is mainly Douglas-fir and Grand Fir that are infested with Douglas-fir beetles with incidental amounts of Western Larch and Western Red Cedar. The overall average diameter for trees designated for harvesting is 14.7 inches and the average height is 87.3 feet. The tract was cruised in October of 2014. The volume was determined by a variable plot cruise measuring only the trees to be harvested using a Basal Area Factor (BAF) of 40 with 20 total plots completed in harvest unit 1 (48 total acres) and 28 plots completed in harvest unit 2 (74 total acres). Harvest unit 1 had three (3) plots with no merchantable trees.

MAP DESIGNATING SALE AREA(S);

SEE ATTACHED **EXHIBIT B**

SCALE: _____

Invitation for Bid No. DACW68-9-15-14

Contract No. DACW68-7-15-XX

EAST DENT 1 INVITATION TO BID AND CONTRACT

Seller: Initials _____ Date _____

Buyer: Initials _____ Date _____

**DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
DWORSHAK PROJECT, PO BOX 48
AHSAHKA, IDAHO 83520-0048**

TIMBER SALE NOTICE AND PROSPECTUS

The U.S. Army Corps of Engineers, Dworshak Project (COE) will offer for sale timber as described below.

SALE NAME: East Dent 1

TYPE OF SALE: Salvage and Sanitation

The sale is proposed to contain and control an outbreak of Douglas-fir Beetle.

DATE, PLACE AND TYPE OF SALE: Sealed bids as hereinafter designated, will be received by **March 3, 2015**. Bids are to be submitted in dollars per ton of merchantable forest product format. Bids are to be submitted by mail or hand delivered to:

**Rodney Huffman, Real Estate Contracting Officer Division
District Chief of Real Estate, Walla Walla District, US Army Corps of Engineers
201 N Third Ave.
Walla Walla, WA 99362**

Only bid packages that comply with the instructions provided will be accepted.

Written bids must be submitted on Form NPS 405-3 (**EXHIBIT A**).

A deposit of 20% of the bid amount will also be required. The final sale amount and bid deposit and must be in the form of a money order, cashier's check, or certified check only.

PLEASE MAKE CHECKS PAYABLE TO: FAO, USAED, Walla Walla

All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber.

**SECTION 1 –DESCRIPTION OF SALE AND SPECIFIC PROVISIONS FOR EAST DENT 1 SALVAGE
TIMBER SALE**

1. LOCATION OF TIMBER. Clearwater County, Idaho. In portions of Corps of Engineers lands around Dworshak Reservoir in the area near Dent Bridge, (see attached timber sale location map), in section 25 and 26 of T38N, R02E, Boise Meridian. The total contract and harvest area is approximately 122 acres.

EAST DENT 1 INVITATION TO BID AND CONTRACT

Seller: Initials____ Date ____

Buyer: Initials____ Date ____

1.2. METHOD OF MEASUREMENT. The tract was cruised in October of 2014. The volumes listed are estimates only. The volume was determined by a variable plot cruise measuring only the trees to be harvested using a Basal Area Factor (BAF) of 40 with 20 total plots completed in harvest unit 1 (48 total acres) and 28 plots completed in harvest unit 2 (74 total acres). Harvest unit 1 had three (3) plots with no merchantable trees. The total harvestable trees have mean diameter of 14.7 inches with a mean total height of 87.3 feet. An adjacent sale conducted by Idaho Department of Lands (IDL) in 2014 had a total average defect of approximately 13%. The Purchaser can expect this same defect rate.

1.3. YARDING. The entire sale area will be yarded using Skyline yarding equipment capable of yarding distances up to 2,600 feet. Whole tree yarding to the landings will not be required but will be an acceptable method of removing the logs. Due to limitations in road and landing locations, it is anticipated that the Purchaser may have 5 to 15 acres within harvest unit 2 that will be unreachable due to the lack of suitable intermediate support trees.

1.4. TIMBER TYPE, VOLUME BY MBF AND TONS FOR EVALUATION.

By MBF:

Species	Net Volume (MBF) Harvest Unit 1 (48 Acres)	Net Volume (MBF) Harvest Unit 2 (74 Acres)	Total MBF (122 Acres)
Douglas-fir	643.00	913.00	1,556.00
Grand Fir	143.00	244.00	387.00
Western Larch	0	30.00	30.00
Western Red Cedar	0	40.00	40.00
Pulp	5.00	5.00	10.00
Total	791.00	1,232.00	2,023.00

By TONS: Tons/MBF conversions were derived from actual conversions provided by IDL for an adjacent timber sale conducted in 2014.

Species	Tons / MBF	Net TONS Harvest Unit 1 (48 Acres)	Net TONS Harvest Unit 2 (74 Acres)	Total TONS (122 Acres)
Douglas-fir	5.40	3,472.20	4,930.20	8,402.40
Grand Fir	5.40	772.20	1,317.60	2,089.80

Western Larch	5.40	0	162.00	162.00
Western Red Cedar	3.85	0	154.00	154.00
Pulp	4.00	20.00	20.00	40.00
Total		4,264.40	6,583.80	10,848.20

1.5. MERCHANTABLE TIMBER. All timber which can be cut into logs which equal or exceed the following specifications shall be considered merchantable timber. The Purchaser shall pay for same in accordance with accepted bid price and the timber sale contract per unit price by product:

SPECIES AND PRODUCTS:	All Species
MINIMUM LOG SPECIFICATIONS:	
LENGTH:	10 Ft.
DIAMETER:	5½" DIB; Small End
NET SCALE (% cull accepted):	33% of a 16' Log
SCRIBNER DECIMAL C	

1.6. SALVAGE SCHEDULE AND DURATION OF CONTRACT. Purchaser will commence removal of the forest products within 120 **days** after issuance of Notice to Proceed. In order to facilitate this action, the COE sought and received temporary road use permits from Idaho Department of Lands (IDL) Orofino Land Office (2.07 miles) on the 1930 and 1938 Roads. This permit expires on June 30, 2016. Therefore, this contract will also terminate (or expire) on June 30, 2016. Extensions will not ordinarily be granted.

1.7. OPERATIONAL CONSTRAINTS. Logging is currently planned for late summer through late fall to minimize impacts to soil, water, and to limit the detrimental impacts of Douglas-fir Beetle that are currently infesting the Douglas-fir and Grand Fir that are present. No harvesting may occur during the migratory bird nesting season (April 1- July 30), unless authorized by the Contracting Officer. A logging buffer of at least 100 feet has been established and shall be maintained between the sale area and Dworshak Reservoir or natural waterway(s) within the sale area. No trees shall be harvested within these buffers as specified in sale contract condition **4.1. REQUIRED ENVIRONMENTAL COMMITMENTS AND STIPULATIONS FOR HARVEST OF TIMBER.** Prior to the commencement of operations, the Purchaser shall provide a written logging operations plan. This plan shall be approved by a COE representative, prior to the commencement of operations. A face to face pre-work conference will also be required.

1.8. VOLUME DETERMINATION FOR UNIT PRICE SALE. The quantity of units sold under this contract of sale will be determined by weighing each truckload at a Government operated weight station (when available), or at a consumer mill or commercial weight station acceptable to the Contracting Officer. When the use of consumer mill or commercial scales is authorized, Purchaser will pay the cost of weighing, if any, and furnish to the Contracting Officer certified weight tickets for each load showing data and information required by the Contracting Officer. Quantities will be based on net units plus any loss due to Purchaser's fault. Mixed loads of various items under the contract may be removed, provided payment shall be at the rate of the item having the highest unit price. Forest products sold under this contract shall be weighed with all bark intact or provisions made for bark weight through mutual agreement.

1.9. TREE PAINT AND MARKING EQUIPMENT. 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 are prohibited from the Government owned lands, except as otherwise approved by the Contracting Officer.

1.10. LOGGING EQUIPMENT. Without regard to weather or ground condition, Purchaser must at all times keep tractors, trucks, or other required equipment in operation on the sale area, as determined by the Contracting Officer, to maintain the minimum production rate during each calendar month and to complete this contract of sale within the time allocated.

1.11. SLASH DISPOSAL. Using either grapple equipment, a "brush" rake dozer blade or manually by hand; pile all created slash removed from the woods at the landings in neat dirt-free piles. Slash piling is to be kept current with logging operations and shall be completed by the end of the contract period. A twenty (20) foot buffer is required between any slash pile and any leave tree. Whole tree yarding to the landings will not be required, but will be acceptable.

1.12. ACCESS. The sale area is accessed via the 1930 Road located at approximately the 11-mile marker of the Dent Bridge Road. See the attached timber sale access map, **EXHIBIT C**.

1.13. ROAD MAINTENANCE. The roads used to access the sale area from Dent Bridge Road are managed and maintained by Idaho Department of Lands and is made available through a temporary road use permit. These roads will be required to be bladed with a motor road grader prior to and following sale activities. Current surface drainage structures consisting of water bars will need to be smoothed out prior to sale activities to allow for safe and efficient passage of log trucks. These structures will be required to be rebuilt following sale activities. The road also has several cross drain culverts that will be required to be kept clean and functional throughout harvesting activities. It will be required to not disturb the road surface any more than is necessary to allow for safe and efficient travel thus maintaining any current

vegetative coverage to the largest degree possible. Upon completion of use; all unsurfaced haul roads disturbed to bare mineral soil shall be water barred and grass seeded.

1.14. NEW ROAD CONSTRUCTION

a. Unit 1. The Purchaser will be required to construct approximately 873 total feet to allow for efficient harvesting of Unit 1, as identified on timber sale access map, **EXHIBIT C.** Of this, approximately 570 feet is located on property managed by Idaho Department of Lands with the remaining 373 feet located on COE property.

b. Unit 2. The Purchaser will be required to construct approximately 370 total feet of road to allow for efficient harvesting of Unit 2, as identified on timber sale access map, **EXHIBIT C.** Of this, approximately 243 feet is located on property managed by Idaho Department of Lands with the remaining 127 feet located on COE property.

c. The Purchaser will be required to construct log landings at the end of each new spur road to facilitate efficient harvesting of the sale.

d. Upon completion of harvesting activities within each harvest unit, the associated road(s) located on COE property will be required to be reclaimed. The road shall be considered reclaimed when the road prism is re-contoured to the native slope, waterbars have been installed, stumps and/or cull logs been placed randomly on the road surface and the entire surface has been grass seeded with a native grass seed mix as prescribed in sale contract condition **1.15. SPECIAL CONTRACT PROVISIONS.**

e. Upon completion of use; all unsurfaced haul roads located on IDL property shall adhere to the terms and conditions as required by IDL's Road Use Permit, **EXHIBIT D.**

1.15. SPECIAL CONTRACT PROVISIONS

a. Noxious weeds. To reduce the potential for introduction of noxious weeds to the contract area, the Purchaser shall, prior to moving in motorized equipment to be used in logging and road renovation operations, clean all such equipment to remove all dirt, plant parts and materials that may carry noxious weed seeds. All equipment shall be inspected by the Authorized Officer prior to moving said equipment to the contract area.

b. Grass seed mix. Grass seed mixtures shall be mixed in the following proportions by weight. Grass seed which has become wet, moldy, otherwise damaged, will not be used.

SEED MIXTURE	Per Acre	Acres	Total Pounds
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EAST DENT 1 INVITATION TO BID AND CONTRACT

Seller: Initials____ Date ____
Buyer: Initials____ Date ____

Orchardgrass	5 lbs.	5	25
Timothy	5 lbs.	5	25
Tall Fescue	5 lbs.	5	25
Hard Fescue	5 lbs.	5	25
White Dutch Clover (Inc.)	3 lbs.	5	15
Total	23 lbs.	5	115

The Purchaser shall apply grass seed uniformly on the designated areas at a rate to give the following coverage per acre: **Grass Seed: 20 - 25 lbs/acre**. Any other proposed grass seed mix shall be presented, reviewed and approved by the Contracting Officer, or his delegated representative, prior to use on COE property.

1.16. HARVEST PRESCRIPTION

Harvest Unit 1 is designated for the removal of all merchantable Douglas-fir and Grand Fir. The Purchaser shall leave all Ponderosa Pine, Western Red Cedar and Western Larch to the greatest extent possible.

Harvest Unit 2 is designated for the removal of all merchantable Douglas-fir and Grand Fir. The Purchaser shall leave all Ponderosa Pine, Western Red Cedar and Western Larch to the greatest extent possible. However, it is expected that incidental Western Red Cedar and Western larch may be harvested due to skidding corridor locations and minor damage that may occur to the residual stand.

1.17. SNAGS. Snags exist throughout the entire sale area. Within the above mentioned harvest units, (unless they pose a safety hazard, or are felled for ease of operation) all snags shall be reserved from felling for wildlife resource benefits. Target snags to be reserved are trees that are not merchantable for saw timber. Incidental snags are expected to be felled during the course of harvesting the sale. The Purchaser will not be required to yard felled snags to be delivered as pulp logs. However, it is anticipated that incidental pulp logs will be yarded to the landings. All snags that are yarded to the landing and are of merchantable quality as pulp material shall be delivered as such.

SECTION 2 - SALE OF GOVERNMENT FOREST PRODUCTS - INSTRUCTION TO BIDDERS

2.1. KNOWLEDGE OF SALE TERMS AND CONDITIONS. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements herein contained. Any oral statement or representation by a representative of the Government,

EAST DENT 1 INVITATION TO BID AND CONTRACT

Seller: Initials____ Date ____
 Buyer: Initials____ Date ____

changing or supplementing any condition of this advertisement or contract resulting there from is unauthorized and shall confer no right upon the bidder or Purchaser.

2.2. INSPECTIONS. Offerors or 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.

2.3. 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 nonperformance 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 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.

2.4. PREPARATION AND SUBMITTAL OF BIDS

a. Bid Items. Unless the Invitation otherwise provides, bids may be submitted on any or all items; however, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item.

b. Bid Form. Sealed bids must be executed and submitted on the bid form as shown (on pages 2-4) accompanying this invitation for bids, bid and acceptance, or on exact copies thereof (**EXHIBIT A**). Bids shall be filled out in ink, or typed, with all erasures, strikeouts, and corrections initialed in ink. Additional copies of the bid form may be obtained from the Contracting Officer.

c. Execution of Bid. A bid executed by an attorney or agent on behalf of the bidder must be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder. If the bidder is a corporation, the Certificate of Corporate Bidder as described in **2.4.b. (EXHIBIT A)** must be executed. If the bid is signed by the Secretary of the Corporation, the Certificate must be executed by some other officer of the

corporation under the corporate seal. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid a copy of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be a true copy.

d. Marking and Addressing of Bid Envelope. This invitation number and bid-opening time must be plainly marked on the left side of the sealed envelope in which bids are submitted, for example:

Return Address

POSTAGE

Sealed Bid

To be Opened:

Time: 2:00 pm

Date: Mar 3, 2015

Invitation No. DACW68-9-15-14

To: US Army Corps of Engineers

ATTN: CENWW-RE

210 N. Third Ave.

Walla Walla, WA 99362

e. Delivery of Bids. It will be the duty of each bidder to see that his bid is delivered by the time and at the place prescribed in the invitation. Bids received prior to the time of opening will be securely kept, unopened. The person whose duty it is to open them will decide when the specified time has arrived, and no bid or modifications of a bid, or withdrawals of a bid received thereafter, will be considered, except those received before award is made and is either (1) sent by registered or certified mail at least 5 calendar days before the specified receipt date, through the U.S. or Canadian Postal Services to the specified address; or (2) sent by Express Mail Next Day Service of the U.S. Postal Service not later than 5:00 p.m. at the place of mailing, 2 working days before the specified bid receipt date to the specified address. No responsibility will be attached for the premature opening of a bid not properly addressed and identified. All modifications of a bid or withdrawals of a bid must be in writing. Telegraphic bids will not be considered, but modifications or withdrawals, by telegraph, of bids already submitted will be considered, if received prior to the time set for opening bids.

2.5. BID DEPOSIT. A bid deposit in the amount of not less than 20 percent of the total bid price or the total amount of the bid if the estimated total bid price is less than \$1,000 must accompany each bid. Such deposit must be furnished in cash; or postal, express or bank money order; cashier's, certified, or traveler's check; or a combination thereof made payable to the order of: **FAO, USAED, Walla Walla.**

The deposit of the successful bidder will be retained by the Government and applied against the payment of the forest product sold. All other bid deposits will be returned to the unsuccessful bidder(s). The sale will be on all-cash basis with other periodic payments required

EAST DENT 1 INVITATION TO BID AND CONTRACT

Seller: Initials _____ Date _____

Buyer: Initials _____ Date _____

as hereinafter specified under **Section 3 - SALE OF FOREST PRODUCTS - GENERAL SALE TERMS AND CONDITIONS**. In the event that a bidder is sent a Notification of Intent to Award as provided for in **2.8 AWARD OF CONTRACT** and fails to tender the performance deposit or bond as specified in **Section 3.2** of this contract, the total bid deposit submitted by said bidder will be retained by the Government.

2.6. OPENING OF BIDS. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested, who may be present, either in person or by representatives; provided, however, that any information submitted in support thereof, the disclosure of which may tend to subject the person submitting it to competitive business disadvantage, will upon request be held in strict confidence by the Government.

2.7. BID PRICE DETERMINATION. When bids are solicited on a unit price basis, bidders will insert their unit prices and total prices in the space provided for each item. In the event the bidder inserts a total price on the item but fails to insert a unit price, the Government will determine the unit price by dividing the total price by the quantity of the item set out in the invitation. The unit price so determined shall be used for the purpose of bid evaluation, award and all phases of contract administration. The unit price shall govern in any case of error in calculation of the estimated total contract price.

2.8. AWARD OF CONTRACT

a. The responsible bidder whose bid, conforming to the invitation of bids, is most advantageous to the Government, price and other factors considered, will be notified (Notification of Intent to Award) that an award will be made to him upon tender of the performance deposit or bond as specified in **Section 3.2** of this contract. In the event that the performance deposit or bond is not tendered within the specified period, the Government may, at its option, select from the remaining responsible bids, conforming to the invitation of bids, that is most advantageous to the Government, price and other factors considered. That bidder will be notified that an award will be made to him upon tender of the performance deposit or bond as provided in **Section 3.2** of this contract. The Government may, reject any or all bids or waive any informality in bids received. The Government may accept any item or combination of items of a bid, unless precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation.

b. In the absence of information clearly indicating that the bidder is responsible, the Contracting Officer shall conclude that the bidder does not qualify as a responsible bidder. To determine a bidder to be responsible, a Contracting Officer must find that:

(1) The bidder has adequate financial resources to perform the contract or the ability to obtain them;

(2) The bidder is able to perform the contract within the contract term taking into consideration all existing commercial and governmental business commitments;

(3) The bidder has a satisfactory performance record on timber sale contracts. A prospective bidder that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the Contracting Officer determines that the circumstances were beyond the bidder's control and were not created through improper actions by the bidder or affiliate, or that the bidder has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a Purchaser is not a responsible bidder. The Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;

(4) The bidder has a satisfactory record of integrity and business ethics;

(5) The bidder has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;

(6) The bidder is otherwise qualified and eligible to receive an award under applicable laws and regulations.

c. A bidder may protest a determination made in the bid/award process to the Contracting Officer within 30 days of the date of the notification or rejection letter to the bidder. If the protest cannot be disposed of by agreement, the Contracting Officer will within 14 days forward the protest to the District Engineer, Walla Walla District, U.S. Army Corps of Engineers and so notify the protester in writing of such action. The District Engineer should consider such protest within 60 days of delivery, but may continue the Sale of Government Forest Products process. In connection with any written protest proceedings under this provision, protestor should clearly:

(1) identify the Invitation For Bid No.;

(2) identify contact parties;

(3) state the reasons for the protest;

(4) provide documentation in support of the protest; and

(5) state what is the desired result.

The decision of the District Engineer shall be final and conclusive. A written copy of the decision shall be mailed or otherwise furnished to the protester. The Government reserves the right to establish management objectives and requirements designed to achieve these objectives. These objectives are not subject to this protest process.

2.9. INTERSTATE COMMERCE. The Interstate Commerce Act makes it unlawful for anyone other than those duly licensed under the act to transport this property in interstate commerce for hire. Anyone aiding or abetting in such violation is a principal in committing the offense (49 USC 301-327; 10101-11914).

SECTION 3 - SALE OF GOVERNMENT FOREST PRODUCTS - GENERAL SALE TERMS AND CONDITIONS.

3.1. DEFINITIONS

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

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

3.2. PERFORMANCE DEPOSIT OR BID. In addition to the payments required under the provisions of this contract, the bidder will, within fifteen (15) calendar days after receiving a Notification of Intent to Award, deliver to the Government a certified check, cashier's check, traveler's check, or postal money order, payable to the order **FAO, USAED, Walla Walla** in the amount of **100% of lump sum** or **20%** (percent) of the total of the contract price in order to insure faithful performance under this contract. Should the bidder fail to deliver said amount as specified, the government will proceed as provided for in Section II (8) of this contract. If the contract is performed to the complete satisfaction of the Contracting Officer, said deposit shall be returned to the Purchaser upon completion of the contract. In lieu of the deposit of a certified check, cashier's check, traveler's check, or postal money order, the Purchaser may furnish a performance bond, with surety approved by, and in a form acceptable to said Contracting Officer, the penal sum of such bond to be the same as the total performance deposits provided for above. Standard Form 25 may be used for this purpose.

3.3. PAYMENTS. The Purchaser agrees to make periodic payments in advance for forest products when billed.

a. For unit price sales, such payment shall be made within fifteen (15) calendar days after Notice of Acceptance.

(1) For all contracts of \$1,000 or less, the balance of the estimated total purchase price.

(2) For all other contracts, an amount to be established by the Contracting Officer but in no case less than 20% percent of the total estimated price. In the event there is any surplus of funds to Purchaser's credit on deposit upon completion of removal operations as required under the terms of the contract, a refund of such surplus will be made to said Purchaser.

a. For lump sum sales, the purchase price shall be paid in full within fifteen (15) calendar days after Notice of Acceptance. Bid deposit will be applied toward the amount due.

3.4. BILLINGS. The Purchaser will be billed periodically for the estimated quantities of forest products determined by the Contracting Officer to be removed during a given operational period.

3.5. METHODS OF PAYMENT. All payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to **FAO, USAED, Walla Walla.**

Billing payments will be remitted within ten (10) calendar days to the date of the billing, directly to the Project Office or District Office, as specified under Special Sale Terms and Conditions. Late Payment of bills is subject to interest accrual based on current U.S. Treasury rates.

3.6. SHUTDOWN/SUSPENSION. In the event the Purchaser fails to perform as required under the terms and conditions of this contract, the Contracting Officer may direct immediate stoppage of cutting, and hauling operations. Such shutdowns will remain in effect until deficiencies have been corrected to the satisfaction of the Contracting Officer. Continued failure to perform as required shall be cause to terminate this contract under terms and conditions of **3.7 DEFAULT and/or 3.8 TERMINATION.**

3.7. DEFAULTS. If, after the award, the Purchaser breaches the contract by failing to comply with terms and conditions, the Contracting Officer may send the Purchaser a fifteen day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within the period (or such further period as the Contracting Officer may allow), the Purchaser shall lose all right, title, and interest in and to the property for which the title has not been transferred to the Purchaser. In addition, the Contracting Officer may exercise such rights and pursue such remedies as are provided for by law or the contract to recover any and all losses sustained by the Government as a result of such default. Whenever the Contracting Officer exercises this election, it shall specifically notify the Purchaser either in its original notice of default (or in a separate subsequent notice) that upon expiration of the period prescribed for curing the default, the full value of damages or losses as liquidated damages.

3.8. TERMINATION. The Contracting Officer may terminate this contract upon a determination that the Purchaser's operations would cause serious environmental or silvicultural damage or is significantly inconsistent with the project's authorities. This

termination will only be effective after giving written notice to the Purchaser. In such event the unit price bid will be applied to the volume of timber actually removed and appropriate adjustments made to the Purchaser's account.

3.9. DISPUTES

a. This contract is subject to 41 U.S.C. Chapter 71, Contract Disputes.

b. Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Purchaser seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C. chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under 41 U.S.C. chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d.

(1) A claim by the Purchaser shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Purchaser shall be subject to a written decision by the Contracting Officer.

(2)

(i) The Purchaser shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable; and that I am authorized to certify the claim on behalf of the Purchaser."

(3) The certification may be executed by any person authorized to bind the Purchaser with respect to the claim.

e. For Purchaser claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Purchaser, render a decision within 60 days of the request. For Purchaser-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Purchaser of the date by which the decision will be made.

f. The Contracting Officer's decision shall be final unless the Purchaser appeals or files a suit as provided in 41 U.S.C. chapter 71.

g. If the claim by the Purchaser is submitted to the Contracting Officer or a claim by the Government is presented to the Purchaser, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Purchaser refuses an offer for ADR, the Purchaser shall inform the Contracting Officer, in writing, of the Purchaser's specific reasons for rejecting the offer.

h. The Government shall pay interest on the amount found due and unpaid from

(1) the date that the Contracting Officer receives the claim (certified, if required); or

(2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Purchaser shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer

3.10. TITLE PASSAGE

a. Scribner Scale Timber Sale. All Rights, Title and Interest in and to any included timber shall remain in the Department of the Army until it has been cut, scaled, removed from

sale area or other authorized cutting area and paid for, at which time title shall vest in the Purchaser.

b. Lump Sum Timber Sale. All Rights, Title and Interest in and to any included timber shall remain in the Department of the Army until the date of acceptance and signature of the Bid Form by the Government Representative, at which time Title shall vest in the Purchaser.

3.11. OPERATIONAL MISSION AND OTHER DELAYS

a. At the option of the Contracting Officer, the contract may be extended or terminated in the event the Purchaser experiences delays or interruptions of ten (10) days or longer, which stops included timber removal from the sale area through the Government's curtailment of harvesting operations due to specific legal or regulatory requirements concerning the protection of "Endangered or Threatened Species" (plant or animal) and/or "Cultural/Historical Resources" within the sale area.

b. Stoppages ordered in writing by the Contracting Officer to protect Government property from excessive damage resulting from poor or wet logging condition or other requirement as stated.

c. The contract may be extended or terminated at the option of the Contracting Officer for causes noted under **3.11.a. or 3.11.b.** above. If terminated, the Purchaser will be relieved of any further responsibility of removal of the forest products sold hereunder. Any sums prepaid or on deposit will be equitably adjusted upon clearance and final inspection of the area.

3.12. EXTENSION OF TIME. The Contracting Officer may by a Supplemental Agreement or Change Order extend the time allocated for removal under the following conditions:

a. When the total volume of the forest product 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. Weekly rate of production shall be determined as specified herein under Condition 2, Section IV, Schedule of Removal and Completion.

b. When Purchaser desires a reasonable extension of time for his own convenience, provided that:

(1) The Contracting Officer determines that the extension will not endanger final required operating project deadlines; and

(2) The consideration for the extension is mutually agreed upon by Purchaser and said officer.

c. For days lost by the Purchaser due to closure of the sale areas as ordered by the Contracting Officer as outlined in Conditions 9 above, this section.

d. For reasonable mobilization time (other than initial mobilization) as a result of major interruptions during contract period and where it is determined necessary by the Contracting Officer.

e. When Purchaser experiences delay in commencing scheduled operations or interruption in active operations either of which stops removal of included timber from sale area(s) through curtailment of his field operations for ten (10) or more consecutive calendar days during normal operating season due to causes beyond Purchaser's control, including but not limited to acts of God, acts of public enemy, acts of Government, labor disputes, fires, insurrections, floods or earthquakes. (Normal precipitation within geographical vicinity of sale area not justification for extension.)

f. When other Government requirements prohibit access or operation in the sale area(s).

NOTE: To qualify for a time extension, the Purchaser shall submit a request to the Contracting Officer in writing thirty (30) calendar days prior to the contract termination date citing applicable reasons described in (a) through (f) above.

3.13. LIABILITY OF GOVERNMENT. The Purchaser hereby waives all claims and agrees to hold the Government harmless for any damages to property or injury to persons which may arise out of the existence of non-exploded ammunition, metal or foreign objects in trees on the premises, or for any damage whatsoever which may arise from the harvesting of timber by him or operations required hereunder.

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

3.15. COMPLIANCE WITH LAWS, RULES, REGULATIONS. All operations in connection with the removal of forest products sold hereunder shall be subject to all operating project, local, State, and Federal laws and regulations pertaining to security, loading and operation of vehicles, fire, safety, sanitation, environmental protection, and other rules, regulations, and directions prescribed by the Contacting Officer in addition to those outlined below. Failure to abide by such laws, rules, regulations, or directions may result in work stoppage or termination of the contract.

a. Protection of Government Property and Personnel. All Government property including utility lines, ditches, bridges, and fences located within or immediately outside the exterior boundaries of the sale area, shall be protected so far as possible in logging and other operations, and if damaged, shall be repaired and restored immediately by the Purchaser. Subject to the approval of the Contracting Officer, any utility line or fence which may be damaged in felling or logging operations may be moved from one location to another, or specified trees may be left uncut. Roads, trails, and designated fire lanes shall at all times be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder, and any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be repaired by the Purchaser to its original condition. The Purchaser shall exercise due caution to ensure the safety of all personnel on the sale area including all Government personnel engaged in inspection of Purchaser activities.

b. Littering. The Purchaser shall refrain from littering Government property with glass, metal, paper, plastic, oils, lubricants, fuels, detergents, or any other solid or liquid pollutants and shall ensure that his employees, agents, and subcontractors refrain from doing so. Persistent pollution may result in work stoppage or termination for default of the contract. The Contracting Officer may also issue a decision on final clean-up costs associated with littering.

c. Fire Suppression. The Purchaser shall exercise due diligence and take all reasonable and practicable action both independently and upon request of the Contracting Officer to prevent and suppress forest fires both within the sale area and the area contiguous thereto. The Purchaser agrees to reimburse the Government for the cost of fire suppression incurred as the result of his negligence or willful acts.

d. Environmental Quality. Purchaser agrees to adhere to all instructions of the Contracting Officer regarding erosion control, stream crossings, construction of access roads, loading decks, skid trails, water bars, and water diversion ditches. Failure to comply will be grounds for may result in work stoppage or termination for default of the contract. The Contracting Officer may also issue a decision on costs associated with environmental clean-up.

f. Violations. In the event that the Purchaser, his/her/its agent or employees, violates any instructions or direction given by the Government or any law, regulation, or policy, the Contracting Officer may require the Purchaser to cease work immediately so that an evaluation of the affected area or the violation itself may be made by appropriate Government personnel. The Contracting Officer will review the evaluation, and at the option of the Contracting Officer, the contract may be terminated. No compensation shall be due the Purchaser for any stoppage or termination under this provision. An assessment of the property damage and administrative costs will be made to determine the extent of the damages and costs, and the Purchaser shall make payment to the United States in that amount. The Purchaser shall be liable for the payment of any penalties or assessments resulting from the acts of the Purchaser, his/her/its agent or employees. The Purchaser will also be liable for any costs, including, but not limited to, administrative costs, incurred by the Government to complete the removal of the forest products that are the subject of this contract. In addition to penalties assessed under this provision or any other provision of this contract, the Purchaser may be subject to appropriate criminal and civil penalties.

g. Roads and Access to Sale Area. The Purchaser in accordance with the timber sale access map accompanying this invitation for bids will exercise maximum utilization of existing gates, roadways, bridges, and fire lanes. Only by special permission from the Contracting Officer and then only when conditions warrant will the Purchaser be allowed to construct any additional roads or bridges on the premises. The Contracting Officer must approve truck or other vehicle routes to be followed by the Purchaser in connection with the removal of the timber. Restoration of the area where any new route has been constructed by the Purchaser to approximately its original condition may be required prior to expiration of the sale agreement. Ingress or egress through or across any private property (non-Government) shall be the responsibility of the Purchaser. All roads on Corps owned lands, created for the purpose of this salvage shall be reclaimed at the conclusion of the salvage and returned to pre-harvest conditions. Use of access roads on IDL property shall adhere to the terms and conditions as required by State of IDL's Road Use Permit, **EXHIBIT D.**

3.16. INSURANCE. As stated in the terms and conditions in IDL's Road Use Permit, **EXHIBIT D,** the Purchaser, as designee of the Government, shall comply with the following terms which are incorporated into this contract.

a. The Permittee shall require its designee to obtain and retain in force for the duration of this permit a Commercial General Liability Insurance policy, and an Automobile Liability Insurance policy covering owned, non-owned and hired autos. Said policies shall be written by an insurance company authorized to do business in the State of Idaho. The general liability policy shall be endorsed to include the Department, its agents, officials, employees and the State of Idaho as additional insureds and shall stipulate that the insurance afforded by the Permittee's designee shall be primary insurance. The insurance policies shall protect the Permittee/Designee

and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, including damages caused by fire from equipment, which may arise from operations under this permit whether such operations be by the Permittee/Designee, his employees, contractors, subcontractors, agents, or guests. Each policy shall provide for a limit not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 in the aggregate. Said policies shall bear an endorsement requiring the insurer to give 30 days' written notice to the State prior to expiration, material change, or cancellation of said policies.

b. The Permittee shall require its designee to carry Workers' Compensation Insurance as required by Idaho Code covering employees of the Permittee/Designee. Said policy shall bear an endorsement requiring the insurer to give 30 days' written notice to the State prior to expiration, material change, or cancellation of said policy.

c. Upon execution of this road use permit the Permittee or its designee shall furnish a copy of insurance policies and insurance certificates showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. The Permittee's designee will keep in force all required insurance until termination of this permit.

3.17. GRATUITIES

a. The right of the Purchaser to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Purchaser, its agent, or another representative –

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled --

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Purchaser in giving gratuities to the person concerned, as determined by the agency head or a designee. (This

subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) 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.

3.18. NONDISCRIMINATION IN EMPLOYMENT. If the total value of this contract is in excess of \$10,000, Purchaser agrees during its performance as follows:

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

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

c. Purchaser will send to each labor union or representative or workers with which he has a collective-bargaining agreement or other contract or understanding, a notice to be provided by Contracting Officer, advising the said labor union or worker's representative of Purchaser's commitments under this subsection, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. Purchaser will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and the rules, regulations, and relevant orders of the Secretary of Labor.

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

f. In event of Purchaser's noncompliance with this subsection or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole

or in part and Purchaser may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. Purchaser will 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 September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. Purchaser will take such action with respect to any subcontract or purchase order as Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event Purchaser becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by Contracting Officer, Purchaser may request the United States to enter into such litigation to protect the interests of the United States.

3.19. EXECUTIVE ORDER 13658. It has been determined this contract is not subject to Executive Order 13658 or the issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

3.20. LIQUIDATED DAMAGES. Without derogation of any other rights afforded it by this contract, the Government through its Contracting Officer may determine the extent of damages arising from any of the causes hereinafter set forth and assess liquidated damages based upon the below-noted liquidated payments. The below-noted causes are not exclusive and do not waive the rights of the Government to pursue other remedies under the Disputes Clause or those afforded by law.

<u>Cause</u>	<u>Liquidated Payment*</u>
(To include administrative cost incurred by the Government.)	
a. Cutting or damaging undesignated trees intentionally or through negligence or carelessness.	Triple unit sale price or double fair market value for the respective forest products.
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.

- | | |
|---|--|
| c. Continued failure to cut stumps in accordance with specifications. | <u>\$1.00</u> per stump. |
| d. Failure to cut designated trees not exempted and to utilize merchantable material. | Unit sale price for respective forest product. |

3.21. CONTRACT TERMINATION. The Government may terminate this contract at any time by giving ten (10) calendar days notice in writing to Purchaser. In the event the contract is so terminated, Purchaser shall release the Government from liability 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 removed shall be refunded, unless otherwise provided herein. Under lump sum contracts, this refund will be based on volumes and values determined under the same procedures as outlined in sale contract condition **3.11.b.**

OPERATIONAL MISSION AND OTHER DELAYS.

3.22. RECORDS. Books and records of Purchaser relating to all operations covered by this contract shall be open to inspection at any time by the Contracting Officer and available for audit with the understanding that the information obtained shall be regarded as confidential.

3.23. COVENANT AGAINST CONTINGENT FEES. Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul this contract without liability, or at its option, to recover, from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration set forth.

3.24. SAFETY STANDARDS. The Purchaser shall comply with all applicable Occupational Safety and Health Act (OSHA) Standards, in effect at time of contract award. The Purchaser shall ensure that all personnel are trained to the level of expertise required for proper performance of the task, general first aid procedures, and use of safety equipment. Personal protective equipment shall be provided by the Purchaser and must be appropriate to the task.

3.25. INVITATION, BID, AND ACCEPTANCE. Invitation, Bid, and Acceptance shall constitute the entire contract of sale between the Purchaser and the Government.

SECTION 4 – SPECIAL SALE TERMS AND CONDITIONS FOR EAST DENT 1.

4.1. REQUIRED ENVIRONMENTAL COMMITMENTS AND STIPULATIONS FOR HARVEST OF TIMBER

a. Protection of Cultural Resources. In the event that human remains, artifacts or features of archaeological interest are inadvertently discovered, Purchaser shall immediately cease activity in the vicinity of the discovery, stabilize and protect such discoveries from further disturbance or public disclosure and provide immediate notice (within 24 hours following the discovery) by telephone and e-mail to the Contracting Officer. Work may not proceed in the vicinity of the discovery until authorized to proceed by the Contracting Officer.

b. Protection of Migratory and Nesting Birds. No harvesting may occur during the Migratory Bird nesting season (April 1 – July 30).

c. Harvestable Species. As described in Section I, primary harvestable species are Douglas-fir and Grand Fir. To the greatest extent possible, Ponderosa Pine, Western Larch, and Western Red Cedar will be left intact and unharmed.

d. Logging Buffer. A buffer of at least 100 feet has been established and shall be maintained between the harvest area and Dworshak Reservoir or any natural waterway(s). No trees shall be harvested within these buffers.

e. Restoration of All Roads on Corps-managed Federal Land. All roads on Corps-managed Federal lands created for the purpose of this salvage shall be reclaimed at the conclusion of the salvage and returned to pre-harvest conditions.

4.2. HARVESTING OPERATIONS

a. Order of Logging. The order of logging will be designated by the Contracting Officer. Purchaser's proposal for sequence of cutting will be considered. All forest products will be removed and all phases of operations completed within the assigned operational unit prior to commencement of operations in another operational unit. Operations under this contract will be conducted in a manner that will not interfere with removal operations under other contracts. Operations will be confined to the designated sale area(s).

b. Conduct of Logging.

(1) Felling and Bucking. Felling shall be done to minimize breakage of sale timber and damage to residual timber and seedlings. Unless otherwise agreed, felling shall be done by saws or shears. Bucking shall be done to permit utilization of all material in accordance will

merchantability specifications noted in Section 1 above. So far as practicable, trees shall be felled in a direction with reference to skid roads that will facilitate skidding and result in minimum damage to young growth and the residual stand.

(2) Stump Height. All trees to be harvested will be cut as low as possible and not higher than 12 inches for all species above the ground line on the highest side, except when the measurements are impractical in the judgment of the Contracting Officer.

(3) Limbing. Whole tree yarding to the landings will not be required, but will be acceptable. All felled trees that are limbed prior to skidding shall be limbed flush to the bole prior to skidding.

(4) Skidding. Tree length skidding is permitted; logs shall not be skidded against or over residual trees or groups of reproduction. No unmarked trees or reproduction may be cut or damaged to facilitate skidding or loading of trucks except as approved by the Contracting Officer. The Contracting Officer reserves the right to establish the location and size of primary skid trails, landings, and haul roads.

(5) Loading Areas (Landings) and Skid Trails. Loading sites will be in open areas and not less than 100 feet from paved and 50 feet from secondary roads unless otherwise authorized by the Contracting Officer.

(6) Lopping. The tops and limbs resulting from the conduct of this sale will be lopped to within 24 inches of the ground or as designated by the Contracting Officer. Purchasers will lop all of their respective tops as tree felling progresses.

(7) Slash Disposal. Using either grapple equipment, a "brush" rake dozer blade or manually by hand; pile all created slash removed from the woods at the landings in neat dirt-free piles. Slash piling is to be kept current and completed by the end of the contract period. A twenty (20) foot buffer is required between any slash pile and any leave tree. The unused portion of all tops and branches must be removed from roads, drainage ditches, fire lanes, power lines, pipelines, stream channels, and mowed or other areas designated by the Contracting Officer.

4.3. CONDITION ON USE OF IDAHO DEPARTMENT OF LANDS ROADS TO ACCESS FOREST PRODUCTS. Use of access roads on Idaho Department of Lands property shall adhere to the terms and conditions as required by **State of Idaho Department of Lands Road Use Permit, EXHIBIT D.**

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

SALE NAME: East Dent 1	INVITATION NO: DACW68-9-15-14
BID (This section to be completed by Bidder)	DATE OF BID:

In compliance with the Invitation identified on the cover hereof, and subject to all the sale terms and conditions contained in Section A (Specific Provisions) and Section B (General Provisions), all of which are incorporated as a part of this Bid, the undersigned offers and agrees, if this Bid be accepted within 60 calendar days after date of Bid opening, to purchase and pay for any or all of the items listed for sale in Section A (Specific Provisions) and to remove the property and perform the other required work as specified herein after notice of acceptance by the Government.

The unit price bid is \$ _____ / MBF and the total amount of bid is \$ _____.

Attached is the required Bid deposit in the form of _____ in the amount of \$ _____.

(Envelopes containing the bids must be sealed and marked on the face with the name and address of the Bidder, the Invitation number and the date and hour of opening.)

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 timber a "small business" is a concern that: (1) is primarily engaged in the logging or forest products industry; (2) is independently owned and operated; (3) is not dominant in its field of operation; and (4) together with its affiliates does not employ more than 500 persons. Form-13 CFR 121.3-9(b).

EXHIBIT A

1 of 3

[Invitation No. DACW68-9-15-14, pages 2-4]

Bidder certifies: (a) That he [] has, [] has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Bidder) to solicit or secure this contact, and (b) that he [] has, [] has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.)

TIMBER TAX INFORMATION NO 1-800-548-8829

NAME AND ADDRESS OF BIDDER (Type or Print) (Street, City, State and Zip Code.) WASHINGTON STATE TAX #	SIGNATURE OF PERSON AUTHORIZED TO SIGN BID
	SIGNER'S NAME AND TITLE (Type or Print)

Privacy Act Statement. The purpose of this invitation is to solicit bids from prospective forest product purchasers to determine the best qualified bidder, price and other consideration included. Information required from bidder is voluntary; however, failure to furnish such information would disqualify bid. Authority: 40 USC 484, Federal Property and Administrative Services Act of 1949 and Federal Property Management Regulation, Section 101-47.302-2(a)(3).

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; and said contract was duly signed for and in behalf _____ (Title) of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ (CORPORATE SEAL)

(Signature)

ACCEPTANCE BY THE GOVERNMENT	DATE OF ACCEPTANCE
TOTAL AMOUNT \$	CONTRACT NUMBER
	UNITED STATES OF AMERICA BY: <hr/> <hr/>

NPS FORM 405-3 (Single Item)
Aug 88

(Replaces NPS Form 99A)

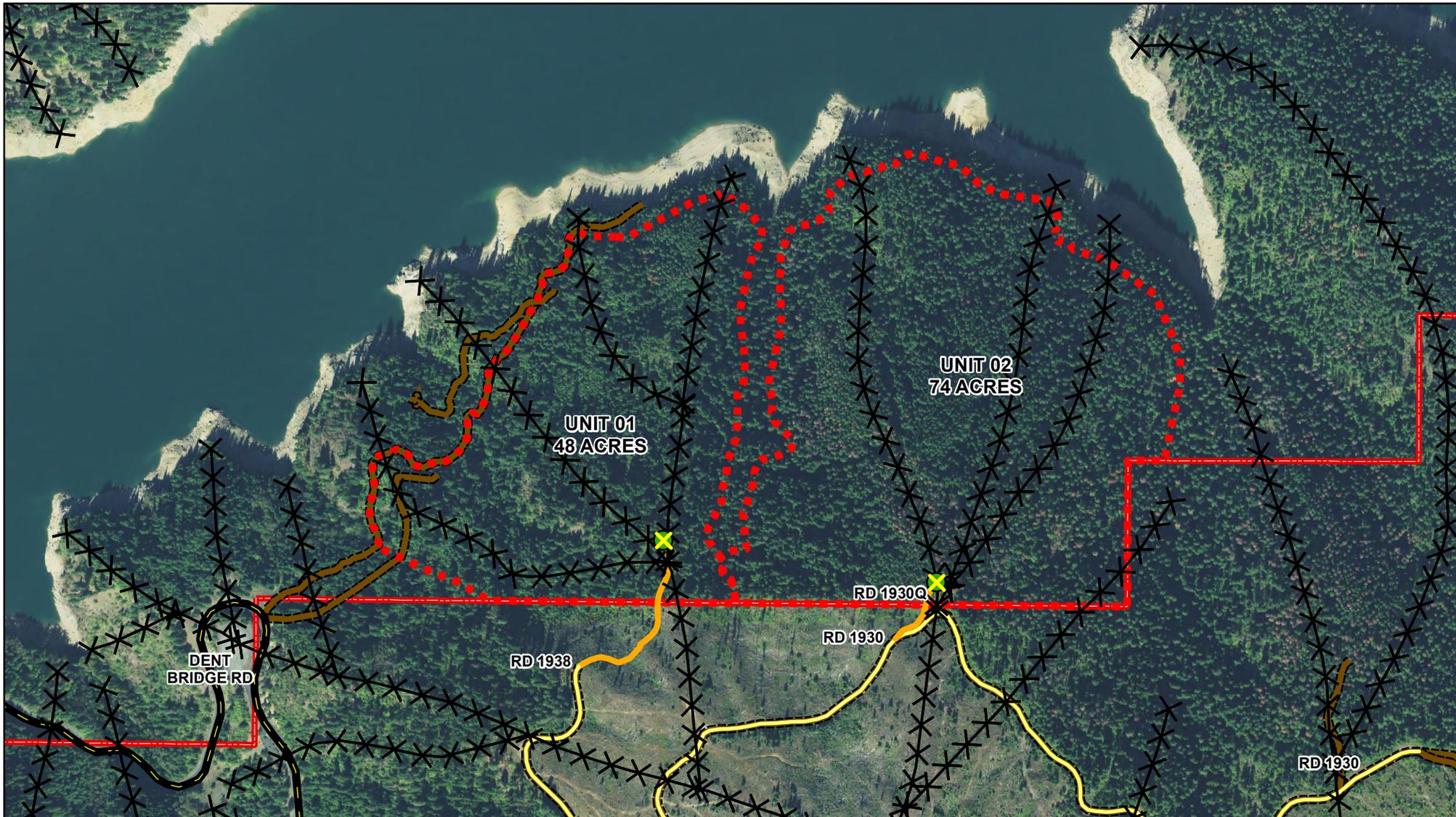


US Army Corps
of Engineers®
Walla Walla District

EAST DENT 1 SALVAGE

SALE LAYOUT MAP

T38N R02E SW 1/4 SEC 25, SE 1/4 SEC 26



Legend

- Line Machine Setup Location
- Harvest Unit
- Ridge Line
- Dworshak Cadastral Boundary
- Proposed Roads
- Desired IDL License Road
- Construct Temporary Road

SCALE BAR



Raster Data Source: 2013 NAIP CCM, Clearwater County, Idaho
 Vector Data: USACE Dworshak GIS Library
 Coordinate System: Idaho State Plane West Zone NAD 1983

Author: Sam Martin
 Date: 1/15/2015

Disclaimer: All maps are provided on an "as is" basis with no warranties or guarantees as to the accuracy of the information provided therein. The user assumes all responsibility for the use of any maps produced by the U.S. Army Corps of Engineers. The user also agrees to hold the U.S. Army Corps of Engineers and its employees harmless for any consequences derived from using maps produced by the U.S. Army Corps of Engineers. While all maps are believed accurate at the time of creation, actual conditions may vary.

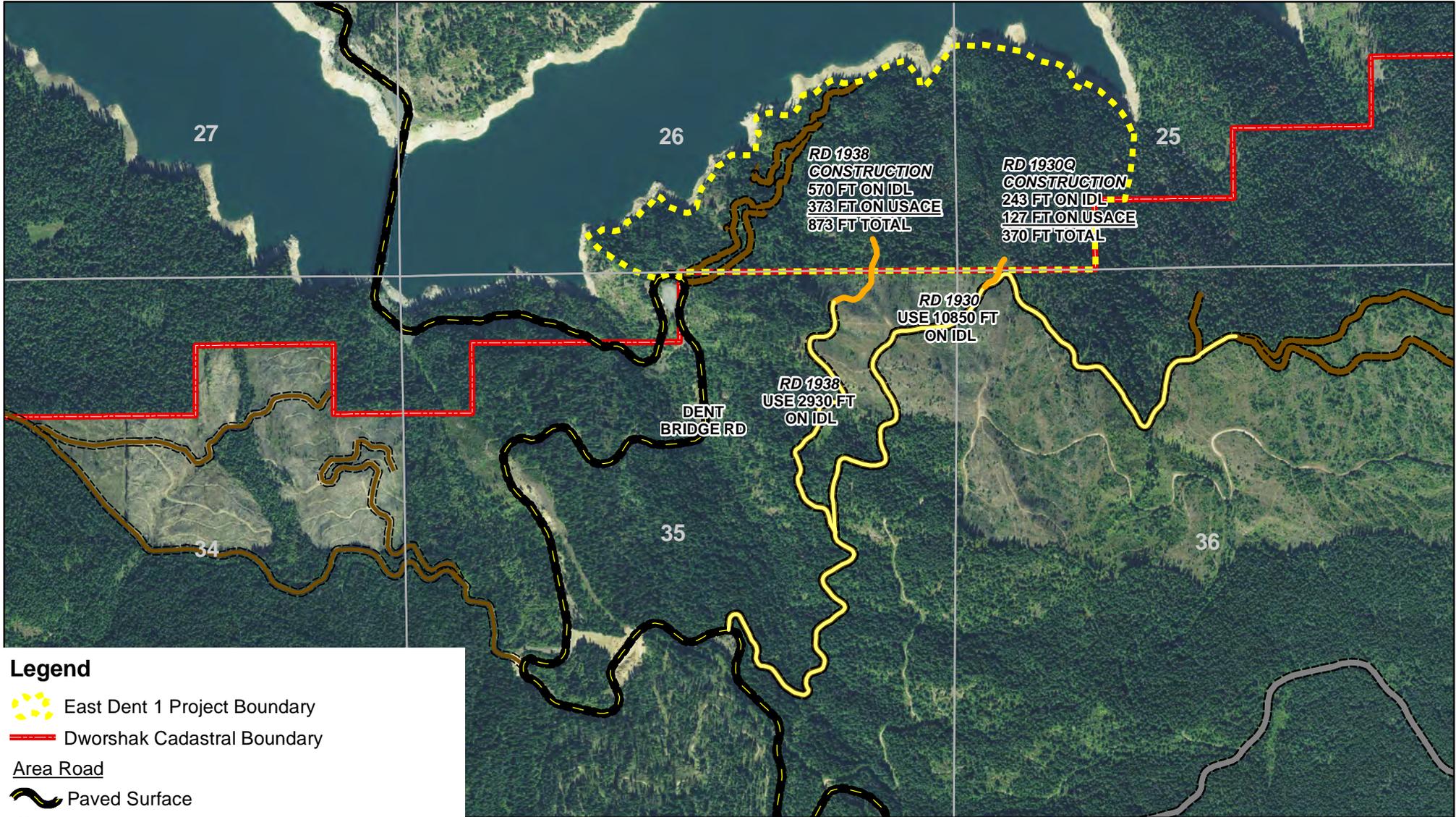
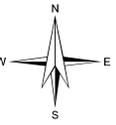
EXHIBIT B



US Army Corps
of Engineers®
Walla Walla District

EAST DENT 1 SALVAGE

TIMBER SALE ACCESS MAP



Legend

- East Dent 1 Project Boundary
- Dworshak Cadastral Boundary

Area Road

- Paved Surface
- Gravel Surface
- Dirt / Unknown Surface

Proposed Roads

- Use Existing IDL License Road: 2.6 Miles
- Construct Temporary Road on IDL: 0.23 Miles



Coordinate System: NAD 1983 UTM Zone 11N
 Projection: Transverse Mercator
 Datum: North American 1983
 False Easting: 500,000.0000
 False Northing: 0.0000
 Central Meridian: -117.0000
 Scale Factor: 0.9996
 Latitude Of Origin: 0.0000
 Units: Meter

Raster Data Source: 2013 NAIP CCM, Clearwater County, Idaho
 Vector Data: USACE Dworshak GIS Library

Author: Sam Martin
 Date: 1/15/2015

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State of Idaho
Department of Lands
Road Use Permit

Permit No. RU400023

Permission is hereby granted to the U.S. Army Corps of Engineers, Dworshak Project, P.O. Box 48, hereinafter "Permittee", P.O. Box 48, Ahsahka, Idaho 83520, and its designees or assigns for use of designated roads as indicated on the legal description below and the attached map, **EXHIBIT A**, for hauling timber and moving associated logging equipment.

County of Clearwater, State of Idaho

Boise Meridian

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Endowment</u>	<u>Acres</u>
Pts. NE, Pts. N2SE, Pts SWSE	35	38N	2E	NS	13.30
Pts. NWNW	36	38N	2E	PS	1.60

This permit is subject to the following terms and conditions:

1. This authorization is effective upon signature by the Idaho Department of Lands, hereinafter "IDL" through its Area Manager, hereinafter "Area Manager", and upon payment of the required fees by the Permittee.
2. This permit is granted in consideration of the receipt of five hundred dollars (\$500.00) administrative fee.
3. The Permittee hereby agrees to bear any and all costs and liability of any kind related to the exercise of its rights under this permit to the extent it may legally do so under the Federal Tort Claims Act (28 U.S.C. Section 2671, et. Seq.) or any other Act wherein Congress has specifically waived the sovereign immunity of the United States.
4. It is the Permittee's intention to contract with a third party (designee) for necessary road construction and the sale and harvesting of government forest products. As a part of that third party contract, the Permittee shall require any designee to provide financial assurances in the form of a performance deposit or bid. Any third party contract will reference and be subject to the terms and conditions of this permit.
5. This permit may be cancelled after written notice to the Permittee of non-compliance with the terms herein and failure of the Permittee to correct noted non-compliance.
6. This permit is non-exclusive to the Permittee. IDL reserves the right to use the roads.
7. The Permittee shall exercise every reasonable effort to protect the timber, forage and watershed resources.
8. Damage to culverts, fences, cattle guards, gates, and other improvements will be repaired immediately by the Permittee. Repairs shall be made to the previous conditions as determined by IDL or IDL will hire the work done at the Permittee's expense.

9. The Permittee will comply with all federal, state, and local laws and with all rules and regulations of the State Board of Land Commissioners pertaining to forest, fire and watershed protection.
10. The Permittee will be required to maintain and leave the permitted area in a clean and tidy condition
11. It is understood and agreed that the Permittee shall take measures to control noxious weeds within the permitted area in accordance with Idaho Code. The Permittee shall cooperate with IDL or other agency authorized to undertake programs for control or eradication of noxious weeds. Failure to comply would be justification for IDL to terminate the permit.
12. IDL hereby reserves right of ingress and egress on such roads for the purpose of management and removal of resources from other state lands, so long as the exercise of such reserved rights does not materially interfere with operations of the Permittee under this permit.
13. No portion of IDL property may be occupied by the Permittee or his agent for other uses (ie: camp sites, fuel drops, vehicle storage, or log storage) without written permission by the Area Manager.
14. Snow plowing will require prior written authorization. Additional snow removal guidelines will be provided if permission is requested by the Permittee.
15. The Permittee or its designee shall not engage in any additional construction, reconstruction, alteration, demolition, or ground disturbing activities on IDL property without written permission of the Area Manager beyond necessary road repair on RD 1930 and RD 1938 and designated road construction of 1.52 and .55 miles as shown on Appendix A. Any upgrade, repair or new construction will comply with the terms described in paragraphs 17-18 below.
16. New construction shall follow the flagged centerline and shall be restricted to a 14-foot roadbed with ditches as needed. The road bed will be constructed with soil free of slash, logs, stumps, or other debris. Cut slopes will be at 1:1 slope ratio and fill slopes at 1.5:1 slope ratio. If side slopes exceed 60%, full-bench construction is required.
17. All newly constructed roads and right-of-way will have permanent rolling dips installed at a maximum spacing of 300 feet; or as directed by the IDL (Forester-in-charge). Rolling dips will tie to the cut slope; and extend to the outside edge of the road. Use of natural grade breaks such as draws and ridges will also be acceptable. Newly constructed and existing structures (rolling dips) will be passable by a loaded log truck and be maintained throughout the life of the permit.
18. All merchantable timber harvested on IDL land shall be decked separately by Permittee's designee and will be sold and removed by the IDL. Merchantability specifications will be provided to the Permittee or Permittee's designee prior to commencement of harvesting activity associated with road construction.
19. All un-merchantable debris shall be excavator piled by Permittee's designee at the toe of the fill slope or in slash piles during harvesting activity associated with road construction.
20. The Permittee shall be financially responsible for disposal of slash piles and debris and burning of such piles and debris will be directed through the Clearwater Potlatch Timber Protection Association.
21. The Permittee shall maintain all existing culvert catch basins in a clean and functioning condition throughout the term of the permit.

22. Log hauling and road use will only occur when conditions are dry enough to prevent damage to the roads.
23. The Permittee or its designee shall apply a State-approved grass seed mixture to the native surface IDL roads after the completion of log hauling.
24. Prior to commencement of operations, a pre-work meeting will be held at a pre-determined location with the Permittee, Permittee's designee, and IDL representatives to discuss terms of the permit.
25. The Permittee shall require its designee to obtain and retain in force for the duration of this permit a Commercial General Liability Insurance policy, and an Automobile Liability Insurance policy covering owned, non-owned and hired autos. Said policies shall be written by an insurance company authorized to do business in the State of Idaho. The general liability policy shall be endorsed to include the Department, its agents, officials, employees and the State of Idaho as additional insureds and shall stipulate that the insurance afforded by the Permittee's designee shall be primary insurance. The insurance policies shall protect the Permittee and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, including damages caused by fire from equipment, which may arise from operations under this permit whether such operations be by the Permittee, his employees, contractors, subcontractors, agents, or guests. Each policy shall provide for a limit not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 in the aggregate. Said policies shall bear an endorsement requiring the insurer to give 30 days' written notice to the State prior to expiration, material change, or cancellation of said policies.
26. The Permittee shall require its designee to carry Workers' Compensation Insurance as required by Idaho Code covering employees of the Permittee's designee. Said policy shall bear an endorsement requiring the insurer to give 30 days' written notice to the State prior to expiration, material change, or cancellation of said policy.
27. Upon execution of this road use permit the Permittee or its designee shall furnish a copy of insurance policies and insurance certificates showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. The Permittee's designee will keep in force all required insurance until termination of this permit.

This permit shall expire on June 30, 2016, but may be extended for an additional period upon request of the Permittee and the discretion of the Area Manager. The permit will be subject to such terms and conditions as may be required by the Area Manager.

Issued this _____.

Permittee

Jay L. Sila – Clearwater Area Manager
Idaho Department of Lands

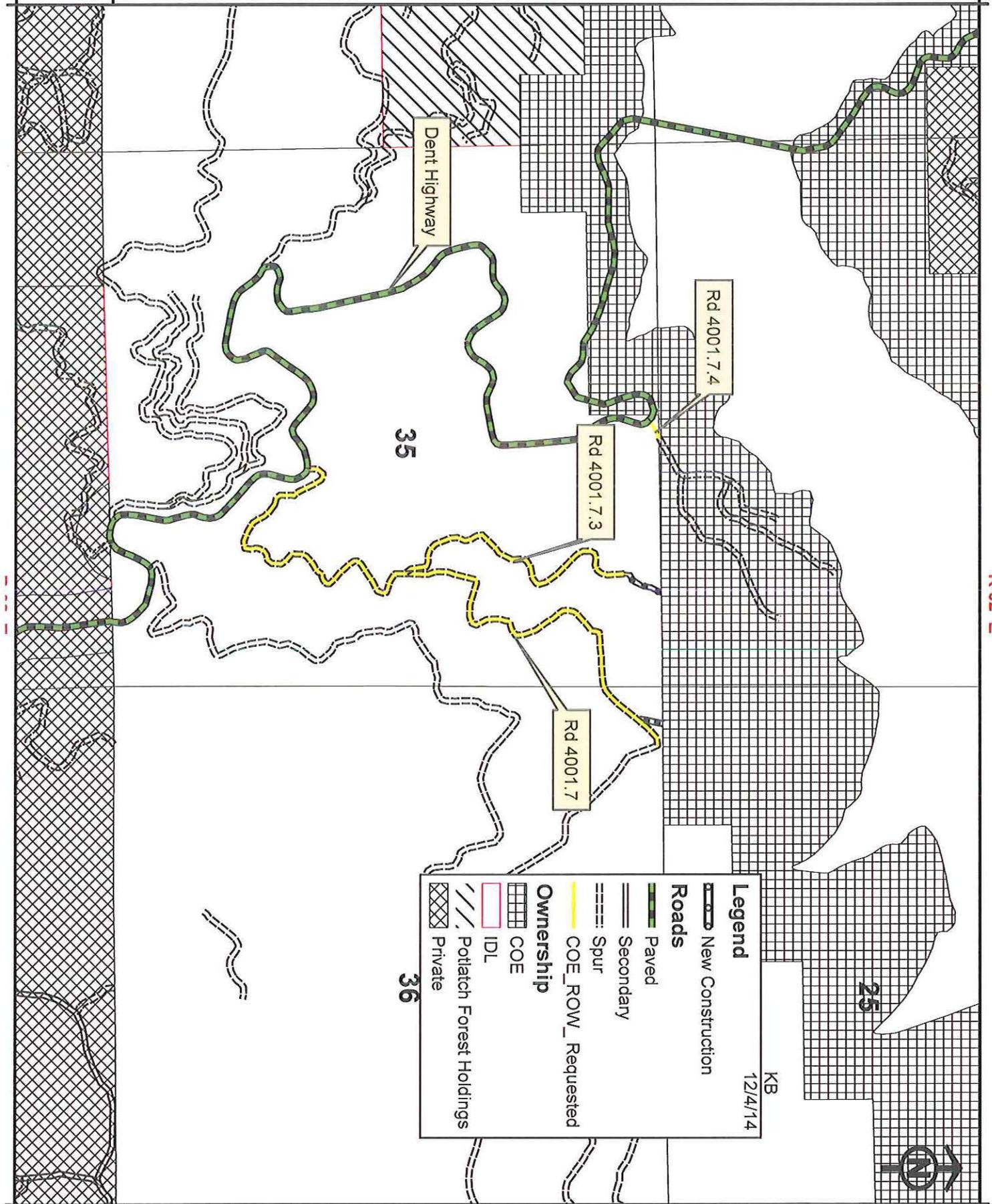
Title

Date

T 37 N

T 38 N

R 02 E



35

36

25

KB

12/4/14

Legend	
	New Construction
Roads	
	Paved
	Secondary
	Spur
	COE_ROW_Requested
Ownership	
	COE
	IDL
	Potatch Forest Holdings
	Private

