



DEPARTMENT OF THE ARMY
ASSISTANT CHIEF OF STAFF FOR INSTALLATION MANAGEMENT
600 ARMY PENTAGON
WASHINGTON DC 20310-0600

REPLY TO
ATTENTION OF

9 JUN 2004

DAIM-EDT

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Army Guidance for Timber Sales

1. References:

a. AR 200-3, 28 Feb 95, Natural Resources - Land, Forest, and Wildlife Management.

b. Army Audit Agency Report, AA 01-420, 22 Aug 01, Army Forestry Program.

2. Army Installations and facilities have the authority to conduct timber sales if in compliance with enclosed guidance. This authority and guidance supplements reference 1a, and applicability is the same as that regulation. Implementation may help maximize installation flexibility for mission support, ecosystem management, and efficient land use. Specific requirements for installation-conducted timber sales and information on the existing options for disposing of timber are contained in this guidance as recommended by reference 1b.

3. US Army Corps of Engineer (USACE)-conducted timber sales service has not changed. USACE-conducted timber sales have served installations effectively and will continue to do so. Installations considering taking over sales under this guidance are expected to proceed cautiously with complete understanding and analysis of the internal support required.

4. The enclosure also updates the process for Reports of Availability (ROA) affecting both USACE and installation-conducted timber sales. The guidance provides that Garrison Commanders/Training Site Commanders, or their designees, are approving authority for ROAs after review by Installation Management Agency Regions, National Guard Bureau, or Army Materiel Command, and US Army Environmental Center.

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SUBJECT: Army Guidance for Timber Sales

5. The Army Staff consultant is Mr. Bill Woodson, 703-601-1962.

FOR THE ASSISTANT CHIEF OF STAFF FOR INSTALLATION MANAGEMENT:



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Army Guidance

Procedures for Installation-Conducted Timber Sales

1. Introduction

This guidance applies to all Army installations and facilities on federally owned property. The purpose of the guidance is to provide installations with information on the existing options for disposing of timber. Installations may use the services of the following groups for timber disposal while supporting the mission and sustaining ecosystem management: (1) the U.S. Army Corps of Engineers (USACE), (2) other federal agencies, (3) private contractors, or (4) they may conduct their own sales. This guidance provides the specific requirements for installation-conducted timber sales.

The purpose of the reimbursable forestry program is to support the mission and ecosystem management, while optimizing the forest resource and its associated forest products and benefits. Installation-conducted timber sales may maximize the use and efficiency of reimbursable funds. Costs of installation-conducted sales are expected to be controlled and not to exceed the gross costs of sales if they were conducted by the USACE. Installation-conducted sales are not justification for new indirect support costs to the Army's forestry program (e.g. legal staff and contract staff). Indirect support is expected as part of an installation inherent, routine service.

2. Reference Laws and Regulations

a. Title 10 U.S.C. 2665, Sale of Certain Interest in Land; Logs.

This law grants the President the authority to sell to any person or foreign government any forest products produced on land it owns or leases except as restricted by the Forest Resources Conservation and Shortage Relief Act of 1990 (this act sets aside millions of acres of timberlands in the western U.S. for conservation purposes and restricts the export of unprocessed timber harvested from Federal lands in the western U.S.). Appropriations of the Department of the Defense may be reimbursed for all costs of production of forest products from amounts received as revenue from the sale of forest products. This law also outlines provisions for State entitlements from net proceeds and establishes a Department of Defense (DoD) Forestry Reserve Account.

b. Sikes Act, Title 16 U.S.C. 670a (as amended by the Sikes Act Improvement Act 1997).

The Sikes Act Improvement Act (SAIA) requires that all military installations prepare and implement an Integrated Natural Resources Management Plan (INRMP). The SAIA requires that forest management be included in the INRMP. Timber sales may not be conducted unless the effects of the sale are compatible with the purposes of the plan.

c. Endangered Species Act of 1973.

Section 7 of the Act requires Federal agencies, in consultation with the Secretary of the Interior, to utilize their authorities by carrying out programs for the conservation of endangered and threatened species. The Act also requires Federal agencies to ensure that any action authorized, funded, or carried out is not likely to jeopardize the continued existence of any endangered or threatened species or result in the destruction or adverse modification of habitat.

d. National Historic Preservation Act of 1966, as amended.

The National Historic Preservation Act (NHPA) establishes the Federal government's policy to provide leadership in the preservation of historic properties and to administer Federally-owned or –controlled historic properties in a spirit of stewardship. The Act requires garrison commanders to identify, evaluate, and take into account the effects of all undertakings on historic properties. Section 112 of the NHPA requires that garrison commanders ensure that all actions taken by employees or contractors meet professional historic preservation standards established by the Secretary of the Interior.

e. Federal Property Management Regulations, 41 CFR, Chapter 101, Subpart 101-47.3, Surplus Real Property Disposal.

This subpart prescribes the policies and methods governing the disposal of excess and surplus real property and related personal property by Federal agencies. This subpart contains provisions for the applicability of anti-trust laws, designation of disposal agency, responsibilities of the disposal agency, advertisement of disposals, negotiations, inspections, invitations for offers, and the submission and acceptance of offers. This regulation designates standing timber as real property and designates the Department of the Army as the disposal agency for standing timber.

f. Federal Acquisition Regulation, 7 August 2000.

The Federal Acquisition Regulation (FAR) is the primary document that guides the Federal Acquisition Regulations System. The FAR includes guidelines for competition and acquisition planning, contracting methods and contract types, socioeconomic programs, general contracting requirements, and contract management. Subchapter B contains guidelines for publicizing contracts, competition requirements, and contractor qualifications. Subchapter C provides information on contracting methods and contract types. Subchapter D provides information on small business programs.

g. DFAS-IN Regulation 37-1, Chapter 14—Finance and Accounting Policy Implementation, January 2000. (Replaced DFAS-I-PA, Accounting and Reporting for Production and Sale of Forest Products, 4 March 1991.)

This regulation identifies roles and procedures for providing finance and accounting support to the Defense Finance and Accounting Service - Indianapolis Center's (DFAS-IN) serviced activities. Section 1410 prescribes the policies and procedures for budgeting, accounting, and reporting of proceeds and obligations associated with the

production and sale of forest products at Army and Federally-owned or Federally leased installations or facilities.

h. DFAS-IN 37-100-FY, The Army Management Structure.

The Army Management Structure (AMS) is the official Army framework for interrelating programming, budgeting, accounting, and manpower control through a standard classification of Army activities and functions. This annual publication provides the fiscal coding structure to the Army and DFAS-IN network.

i. DoD Financial Management Regulation 7000.14-R, Volume 11A, Chapter 16, Accounting for Production and Sale of Forest Products, March 1997.

(Replaced DoD Instruction 7310.5—Accounting for Production and Sale of Forest Products, January 1988 and DFAS-I-PA, Accounting and Reporting for Production and Sale of Forest Products, 4 March 1991.)

This chapter establishes the policy and procedures for accounting for the production and sale of forest products. The regulation requires that proceeds collected from forestry sales be deposited in the Treasury General Fund Receipt Clearing Account 21F3875.3960, "Budget Clearing Account (Suspense)." That portion of the proceeds which is to be used to finance reimbursable expenses shall be transferred to Operations and Maintenance (O&M) or Procurement appropriations in accordance with the annual budget. The chapter also assigns responsibility for the entitlement of a State to a share in the net proceeds derived from forest products sold from military installations or facilities. Entitlements are calculated in accordance with Title 10 U.S.C. 2665(e) and transferred from 21F3875 to deposit account 21X6875. After the States have been paid and appropriation accounts reimbursed, remaining funds shall be transferred to the DoD Forestry Reserve Account, 21X5285. The balance of the account will be reviewed annually. Monies in excess of \$4 million on 31 December each year will be transferred to Treasury account 21R3210, "General Fund Proprietary Receipts, Defense Military, Not Otherwise Classified."

j. Army Regulation 200-3—Natural Resources—Land, Forest and Wildlife Management, 28 February 1995.

(Consolidates AR 420-74—Natural Resources—Land, Forest and Wildlife Management and AR 210-9 and is currently being revised.)

This regulation sets forth the policies, procedures, and responsibilities for Army forest management. The Army forest management program is required to support and enhance the immediate and long-term military mission while meeting stewardship requirements as mandated by Federal laws. "It is Department of Army policy to maintain, restore, and manage its forest lands on an ecosystem basis. The harvesting of forest products is allowed and encouraged when conducted consistent with protecting and maintaining a viable, self-sustaining ecosystem" (AR 200-3).

Prerequisites for timber harvest are: 1) a current and approved Forest Management Plan, normally included in the INRMP and 2) environmental documentation as

applicable under the National Environmental Policy Act (NEPA), usually an Environmental Assessment. The regulation requires installations to submit an annual Report of Availability (ROA) to USACE prior to 30 May. This availability will reflect 100% of planned sales for the year to include USACE sales and installation sales. Garrison Commanders/Training Site Commanders, or their designee, are the approving authority for ROAs after review by Installation Management Agency (IMA) Regions, National Guard Bureau, Army National Guard Directorate (NGB-ARNG), or Major Army Commands (MACOMs) of special installations, and the US Army Environmental Center (USAEC). After Garrison Commander/Training Site Commander approval, a copy of the ROAs will be submitted to USACE no later than 120 days in advance of each fiscal year (30 May) with a copy furnished to the IMA Region, NGB-ARNG, MACOMs of special installations, and USAEC. For Army National Guard (ARNG) installations, availabilities are sent by the Training Site Commander through the United States Property & Fiscal Officer (USPFO) to NGB-ARNG. Garrison Commanders are authorized to sell small volumes of forest products in accordance with AR 405-90. Proceeds from all Army timber and forest product sales will be deposited to Deposit Fund Account 21F3875.3960 20-C S99999.

k. 32 CFR Part 651, Environmental Analysis of Army Actions

32 CFR Part 651 establishes policy, procedures, and responsibilities for assessing environmental effects of Army actions. This regulation implements NEPA - outlines provisions for Categorical Exclusions (CX), Environmental Assessments (EA) and Environmental Impact Statements (EIS). A previous revision of AR 200-2 in 1988 eliminated the CX for forestry operations. An EA is usually conducted for timber harvests.

l. AR 405-90—Disposal of Real Estate, 10 May 1985. (Currently being revised by U.S. Army Corps of Engineers.)

This regulation sets forth authorities, responsibilities, policies, and procedures for the disposal of military and industrial real estate under the custody and control of the Department of the Army. The General Services Administration has delegated authority to the Department of the Army to determine surplus and to dispose of standing timber real property without the underlying land.

In general, installations are responsible for forestry management and the USACE District Commanders for selling timber (see paragraph 2o). The District Commander will prepare a memorandum of understanding with each installation that has a reimbursable forestry program to provide for mutual and reciprocal support, to increase effectiveness, eliminate duplicate effort, and reduce costs. Unless otherwise agreed, the Bureau of Land Management disposes of timber on withdrawn public lands.

m. Army Regulation 200-4—Cultural Resources Management, 1 October 1998.
(currently being revised.)

This regulation prescribes Army policies, procedures, and responsibilities for meeting cultural resources compliance and management requirements. Garrison Commanders must comply with applicable cultural resources statues, regulations, Executive Orders, and Presidential Memoranda (as listed Appendix B of the regulation) and ensure that mission activities are carried out in compliance with these requirements.

n. Army Regulatory Guidance: Reimbursable Agricultural/Grazing and Forestry Programs, 17 August 1999.

The guidance supplements AR 200-3 to further the integration of the reimbursable forestry program with mission, compliance, and ecosystem management efforts. The guidance requires that timber harvests be consistent with the installation's INRMP. Installations operating a reimbursable forestry program must: support the mission; comply with applicable laws and have an approved INRMP developed in accordance with NEPA; be a fiscally sound investment and capable of ecosystem sustainability; comply with installation safety restrictions; and consider the potential effect on significant archeological resources and historic properties per AR 200-4.

o. Memorandum, Ray Clark, PDASA-IE, Army Forest Conservation Policy, 16 January 2001. *(Supercedes Memorandum, Ray Clark, PDASA-IE, Army Forest Conservation Policy, 10 October 2000.)*

This Memorandum authorizes the Assistant Chief of Staff for Installation Management (ACSIM) to allow installations the authority to sell timber independent of the USACE. "Provide flexibility in selling timber. You are hereby authorized to allow installations to sell timber, both large and small sales. If this choice impacts staffing at the USACE District, MACOM, or IMA Region the installation shall provide a minimum of six months advance notice to the District office. Guidance shall be developed to carry out this authorization."

p. Memorandum, Major General R.L. Van Antwerp, ACSIM, Assessment of Forestry Guidance – Information Memorandum, 4 December 2000.

This Memorandum is an interim response to Memorandum, PDASA-IE, Army Forest Conservation Policy, 10 October 2000, specifically replying to the request for assessment of current guidance. The Memorandum outlines several steps to be taken to improve Army forestry policy. The Memorandum states that guidance will be developed to implement the installation authority to sell timber.

3. Timber Sales Options

Historically, the USACE has conducted Army timber sales. Installations now have the option of USACE sales, conducting timber sales in-house, using the services of other groups or agencies, or combinations of these options.

a. U.S. Army Corps of Engineers (*Contact local District Office; See AR 405-90 and ER 405-1-12.*)

(1) Installations will provide USACE Districts with pertinent parts of forestry management plans and updates. Installations will provide approved general declarations of availability to the appropriate USACE District, and send copies to the IMA Region, MACOMs of special installations, and USAEC, 120 days in advance of each fiscal year. For ARNG installations, availabilities are sent by the Training Site Commander through the USPFO for approval. NGB-ARNG then forwards the availabilities to the appropriate USACE District. Declarations will state what organization will be responsible for the administration of the timber sales, state the total FY volume and type of timber, and provide a map of general harvest areas. Sales of metal-contaminated timber will be segregated from other sales.

(2) The USACE Districts will advertise and award contracts as mission requirements, ecosystem management priorities, and market conditions dictate. The timing of timber sales can have a significant impact on income; therefore USACE District forestry personnel will coordinate the timing of timber sales with installation natural resources personnel.

(3) The USACE Districts will award contracts within 90 days after receipt of specific ROAs unless otherwise agreed by the installation and USACE District.

(4) The USACE District forester, or designated personnel, will monitor contract performance to ensure compliance with contract terms, so as to preclude problems.

(5) The USACE Districts are responsible for collecting and accounting for timber sales proceeds sold by the Districts. Proceeds are deposited into the USACE's suspense account by the USACE Finance Center, Millington, Tennessee. USACE Finance Center reports the deposits to the U.S. Treasury through DFAS.

b. Installation, Other Federal Agencies, Private Contractor

The procedures outlined in Section 4 below must be followed when timber sales are conducted by the installation, other federal agencies, or private contractors. Other federal agencies and contractors may also have their own internal procedures that must be followed.

4. Installation Timber Sales Procedures

a. Responsibilities

(1) The ACSIM, through the Director of Environmental Programs (DEP), provides HQDA execution oversight and management of the Army's reimbursable forestry program. The DEP issues the reimbursable targets to USAEC, NGB-ARNG, IMA, Army Materiel Command (AMC) and USACE Districts.

(2) The DEP, acting for the ACSIM, exercises Army staff responsibility to manage (oversee, direct, and coordinate) the execution of the conservation reimbursable programs. The DEP provides program execution oversight via the issuance of programmatic guidance and instructions, program reviews, staff visits, resourcing, inter-service and interagency coordination, analysis of program performance based on feedback tools (Environmental Quality Report (EQR), Environmental Program Requirements (EPR), Installation Status Report (ISR), Environmental Program Assessment System (EPAS), Reimbursable Program Tracking System (RPTS) and other program metrics), and review of selected management plans. The USAEC provides program management support to the DEP in all capacities of oversight and provides technical expertise to HQDA, IMA, NGB-ARNG, MACOMs, and installations as requested.

(3) IMA Regions or HQ AMC are the installations' first point of contact for programmatic and technical support.

(4) Garrison Commanders, using relevant and appropriate statutory authorities, have the authority and responsibility to execute timber sales—draft, distribute, and advertise invitations for bids; review and accept bids; award and administer timber sales contracts; and collect, deposit and account for fees. This authority will involve a warranted Contracting Officer (KO). This authority may involve the following installation personnel: installation foresters and natural resources managers, Director of Public Works (DPW) (or Environment), resource management, or legal and contracting offices. The KO designates the Contracting Officer's Representative (COR), usually the installation forester. A USPFO has the authority to execute timber sales on federally-owned Department of Army lands for which he/she is accountable via DD Form 1354 that are licensed to a State Army National Guard.

b. Prerequisites for Timber Harvest

(1) According to 32 CFR Part 651—Environmental Analysis of Army Actions, all natural resources management plans must undergo a NEPA evaluation. Installations and facilities must have an approved INRMP or management plan, developed in accordance with the SAIA of 1997, that addresses forest management. The effects of timber sales must be consistent with the purpose of the INRMP. Actions associated with forest management must undergo a NEPA analysis and documentation.

(2) Timber sales must be consistent with all applicable laws and regulations, including, but not limited to the Endangered Species Act, the National Historic Preservation Act, Migratory Bird Treaty Act, and the Coastal Zone Management Act.

(3) Garrison Commanders and Training Site Commanders must have adequate contract support dedicated to timber sales contracts. This includes, at a minimum, a qualified appraiser as determined by the installation forester, contract specialist specializing in sales rather than purchases, legal counsel specializing in contracts, a certified collection agent authorized and qualified to receive and account for proceeds,

warranted KO and a COR. The latter two must be Army civilian or military employees - not contractors. The installation forester must be a certified COR or work in conjunction with a certified COR. There are various training programs available for CORs. It is up to the installation KO to determine which course the forester or other designee should attend.

(4) Garrison Commanders and Training Site Commanders must be prepared to and shall employ timber sales staff in alternate work using alternate funding as appropriate during years when installation timber sales are reduced due to mission or markets, etc.

c. Coordination

(1) Installation foresters must coordinate harvest operations with range managers and training schedules. Installation foresters should develop a coordination system with Operations (G-3) Section or Range Officers. Installation foresters should obtain weekly or periodic training schedules from range managers. Clearance must then be verified daily by the purchaser by calling the Range Officer requesting activity in certain zones or sections. When timber harvests are required to support construction activities at the installation, the installation forester must coordinate with the Logistics (G-4) Section. Regardless of the system adopted, it is the installation forester's responsibility to maintain close coordination.

(2) The installation forester must discuss how the forestry program can manipulate the forest to meet the mission requirements with the military/training coordinators from troop units, schools and/or Army Materiel Command (AMC) activities periodically to be sure that they clearly understand and continue to understand the assigned functions of the forestry program. This can be accomplished, at a minimum, by conferences at the time new DPW (or Environment) and Provost Marshal report for duty and subsequently through scheduled meetings to inform them of progress on availabilities, discuss field operations, and to address any problems. In order to ensure effective communication, the DPW and Provost Marshal should be regularly informed and briefed on the following:

- a. The responsibilities of the installation forester and forestry staff.
- b. The responsibilities of the DPW and Provost Marshal.
- c. The contracts in effect.
- d. The method of administration, inspection techniques, or weighing.
- e. Security program.
- f. Endangered species issues; archeological and historical sites.
- g. Other points of mutual importance.

(3) Installation foresters will require support from range managers, installation resource management, master planning, contracting, and legal offices. Installations foresters must coordinate with the appropriate staff as necessary.

(4) If installations that routinely do business through the USACE are planning to conduct timber sales independent of the USACE, or if installation-conducted sales are expected to impact staffing at USACE, a minimum of six months advance notice must be given to the impacted USACE District offices and the DEP through the chain of command.

d. Methods of Disposal

(1) The sale of timber from Government lands is adaptable to both lump sum and unit price methods. Interruptions or interference by military training or project operations, metal contamination, the lack of time to prepare accurate and reliable cruise estimates, and the possibility of having markings on trees destroyed by range fires should be considered before the method of sale is determined. The disposal of Government-owned timber is usually accomplished through the unit price method with volumes harvested being determined by the weight method either at Government or approved commercial weight stations.

(2) Under the unit price sale, the timber is advertised or offered for sale on a timber product basis, such as sawtimber, poles, piling, or pulpwood, by species or groups of species within designated logging units, or groups of logging units and bids invited and accepted on a per unit price. When the weight method is used, the weight determines the volume by converting weight to units (thousand board feet, cords, or tons) through a conversion factor determined by test scale or as a predetermined factor.

(3) A lump sum sale is one where all marked or designated trees are sold for a lump sum amount. The lump sum sale method should be used whenever the volumes to be sold can be substantiated and metal contamination and military interferences are not anticipated. The savings that ordinarily accrue from lump sum sales are the difference between the cost of weighing or otherwise measuring the product (which is eliminated) and the cost of estimating the product to be produced by tally, cruise, etcetera.

e. Pre-Disposal Planning

(1) Reports of Availability

The planning for timber sales begins with the development of an INRMP and/or a Forest Management Plan that outlines the forecasted timber sales over a given five year period. In the May/June timeframe each year, the installation prepares its Annual Work Plan that outlines the harvest activities planned for the forthcoming fiscal year. The development of ROAs for each harvest are then prepared in the months preceding the bidding of a sale. After review described in paragraph 2j and Garrison Commander/ Training Site Commander approval, a copy of the ROAs will be submitted to USACE Districts no later than 120 days in advance of each fiscal year, (30 May) with a copy furnished to the IMA Region, NGB-ARNG, MACOMs of special installations, and USAEC. For ARNG installations, availabilities are sent by the Training Site Commander

through the USPFO to NGB-ARNG and USAEC. A sample Timber ROA is in Appendix A. The ROA should contain the following:

- a. Volume and type of timber.
- b. Acreage of sale area.
- c. Type of sale (e.g., selective thinning, seedtree, etc.).
- d. Timing of the sale and justification.
- e. Any special requirements or restrictions for the sale.
- f. Map of sale area.
- g. Volume tables of products to be advertised for bid.
- h. Anticipated method of sale (e.g., USACE or in-house).

Installations must indicate in the ROA the proportion of sales that will be conducted by the USACE, in-house, and by others. The Garrison Commander, or designee, will forward the ROAs to the appropriate USACE District. If the total annual revenue generated from installation-conducted sales exceeds \$25,000, the installation must coordinate with the DEP six months prior to the beginning of fiscal year.

(2) Appraisal

The installation forester shall obtain an appraisal, by an experienced and qualified person, of the fair market value of the timber to be sold. A qualified appraiser is a person who is knowledgeable of the timber values and logging requirements. This person should be able to determine the fair market value for the timber resources offered for bid. The determined fair market value is not included in the invitation for bid or released to the public. When the estimated value is less than \$50,000, a short form appraisal may be used. A sample short form appraisal is in Appendix A. An appraisal is not required for emergency sales. Stumpage value is determined by comparison with current stumpage prices in the area with adjustments for timber quality and logging costs. Various applications are:

- a. Sales Comparison Approach - Comparison with nearby and recently advertised sale of timber similar in quality and logging costs. Value is evaluated and determined based on differences in quantity, quality, species mix, productivity, etc.
- b. Income Capitalization - Uses the value of future incomes to estimate present worth.

(3) Invitations for Bid (IFB)

- a. Invitations for bid will be prepared in writing by designated installation personnel and provided to all prospective purchasers (Appendix A). The installation organization shall maintain a mailing list of prospective purchasers for distribution of invitations. Each bid will be assigned a

consecutive number. The invitation for bid shall contain or incorporate by reference all terms and conditions of the sale.

- b. Prospective bidders may inspect the timber upon request. While showing timber offered for sale the installation forester should explain the general terms and conditions of the sale, time limits established for harvesting, type of equipment necessary, and any special conditions or restrictions for the sale (i.e., sensitive areas or cultural resources to be protected). The installation forester will set inspection opportunities as required for optimal bidding.
- c. All timber sales must be widely advertised, giving adequate information to all individuals that may be interested in making an offer, through such means that will allow for full and free competition. The advertisement shall state the place where the bids are to be delivered or mailed and shall state the place, date, and time of bid opening. The IFB will be advertised for a minimum of 30 calendar days unless there is an emergency to do otherwise.
- d. The installation forester should allow at least a 30-day response time from the date of publication of the invitation for bid.
- e. Bid deposits, 20 percent or greater of the total sale value, must accompany the offer. The KO may adjust the required deposit when circumstances warrant.
- f. When small volumes of timber, having an estimated fair market value of \$25,000 or less, are made available on an emergency basis, such as timber in the way of construction, within utility or road rights-of-way, or within range training areas, the installation forester is authorized to solicit quotations by telephone or by contacting at least three interested timber purchasers. When carrying out this type of solicitation a memorandum of record will be prepared for the official file. It should explain the reasons for the emergency sale, prospective bidders contacted, and the bids received. An appraisal is not required for emergency sales.

(4) Small Business Administration (SBA)

- a. Any time an IFB is issued, regardless of the dollar amount of the sale, installations must submit the following documentation to the SBA Representative:
 - i. A copy of the IFB.
 - ii. A copy of the award letter or other documentation indicating the name of the purchaser, size of the purchaser, and the total bid of the purchaser.

- b. The SBA Representative also needs to be notified if the sale was a no-bid sale or if the sale was cancelled.
- c. SBA Representative:
 - Mail Code 0405
 - SBA Timber Sales Program
 - 233 Peachtree Street NE, Suite 1806
 - Atlanta, GA 30303

f. Receipt and Review of Bids

(1) All bids will be sealed, in writing, accompanied by the required deposit, and submitted to the KO, COR, or installation designee. All bids must be logged upon receipt and kept under lock until opening.

(2) All bids will be opened and publicly disclosed, per the invitation for bid, by the KO. All bids should be recorded on an Abstract of Offers, Standard Form 1409 (Appendix B). When bid deposits are received, the bidder, time, and date should be recorded on a Record of, and Receipt for Bids and Responses, GSA Form 1378 (Appendix B).

(3) The KO shall review the bids and determine that the bid prices are reasonable, i.e., commensurate with the fair market value of the timber to be sold and were independently arrived at in open competition, and that the purchaser meets the necessary qualifications (FAR, Subchapter B, Part 9 outlines provisions for contractor qualifications). It is within the discretion of the installation to determine if acceptable bids are received. When an acceptable bid is not received, the KO may allow the highest bidder an opportunity to increase his bid (Federal Property Management Regulations, 41 CFR 101-47.305-1). The bidder shall be given a reasonable period of time, not to exceed a period of 15 working days, to increase the offered price. If an acceptable offer is not received, the KO will re-bid the invitation. If none of the bids from the second opening are commensurate with the fair market value, the KO can accept the highest bid below the appraised value.

g. Award of Contract

(1) Contracts are legal documents that bind the government. Timber sales contracts must be awarded and administered by a warranted KO. The KO delegates authority and responsibility to the COR.

(2) Award shall be made with reasonable promptness by notice to the bidder whose bid, conforming to the invitation, will be most advantageous to the installation, price, responsiveness, and responsibility considered. When an offer is accepted, the KO shall notify all other bidders and return their deposits.

(3) The KO should document a summary of the bids, recommendation for

award, and the justification for award. A sample Bid Summary and Recommendation form is in Appendix A.

(4) A sample timber sales contract template and Minor Forest Products Sale Contract are available in Appendix A. Minor Forest Products Sales Contracts and other appropriate, locally developed contracts or permits may be used for the sale of fuelwood and other forest products sales of small lots that do not require a timber contract.

(5) A performance bond is required from the purchaser to mitigate any damages that may be incurred. Performance bonds should be based on the potential for damage and can be a fixed amount or a percentage of the total sale (generally 10-15 percent). The bond can be a cash deposit or a surety bond. The purchaser and surety company must complete Standard Form 25. Performance bonds are deposited into suspense account 21X6501.0000, Small Escrow Accounts. At the completion of logging operations, if no damages are incurred, performance bonds are refunded.

(6) The timber sale contract must stipulate when the title to the timber transfers from the Army installation to the purchaser. For lump sum sales, the title shall pass at the time the contract is signed by the KO. For unit sales, the title shall pass once the logging truck has cleared the scales.

h. Contract Administration

(1) All parties involved in administering the contract, including but not limited to the COR, installation forester and staff, installation range officer or operations officer, installation resource management, contracts, and legal personnel, the purchaser and field crews, shall be familiar with the terms and conditions of the timber sales contract.

(2) It is the responsibility of the COR and the installation forester to fairly and firmly administer the timber sales contract to ensure that all parties meet their obligations and comply with the terms of the contract.

(3) Provisions for contract modification should be stipulated in the original contract. Contract modifications must be in writing through a supplemental agreement (Standard Form 30, Appendix B). Modifications should be within the limits that preserve the original sale premise. Modifications shall apply only to the uncompleted portions of the contract. All contract modifications require agreement by the KO and the purchaser.

(4) Contract extensions, as determined by the KO, shall not be made unless the purchaser has operated in a diligent manner and in accordance with the approved plan of operation or if an extension would be in the best interest of the installation. Factors that may cause a contract extension include delays due to mission requirements, security concerns, weather, and environmental conditions.

(5) Logging operations shall not interfere with military operations.

(6) Contractors to the government will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin as outlined in the Code of Federal Regulations (41 CFR, Chapter 60).

(7) The procedures for settling contract disputes are outlined in the Contract Disputes Act of 1978. All claims by the contractor against the government will be submitted in writing to the KO for a decision. The KO shall issue his decisions in writing, and shall mail or otherwise furnish a copy of the decision to the contractor. Within ninety days from the date of receipt of a contracting officer's decision, the contractor may appeal such decision to an agency board of contract appeals. See the Contracts Disputes Act for more details.

(8) The Government may terminate or suspend a sale agreement at any time by giving advance notice in writing to the purchaser. In the event the contract is terminated, the Government shall not be responsible for any damages or claims which result from said termination, except the funds on deposit in excess of that required in payment of material cut and/or removed and damaged shall be refunded unless otherwise provided in the contract. A termination clause should be included in the contract.

(9) The KO 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.

i. Operations Planning and Procedures

(1) Prior to commencement of any cutting on a sale area, the installation forester will hold a pre-work conference with the purchaser's representative and the woods superintendent for the purpose of explaining and discussing harvesting and contract procedures. The Pre-Harvest Conference Checklist (Appendix A) should be used for the conference. On completion of the discussion the checklist should be signed by all parties and filed in the timber sale folder. Of major importance will be a discussion of all aspects of contract administration; best management practices; sensitive areas; equipment and personnel requirements; security measures; range firing schedules; method of payment for timber; utilization standards; installation regulations; assignment, inspection, and operation of vehicles; fire and installation safety regulations; and assignment of logging units.

(2) The installation forester is responsible for informing purchasers of installation

access and security restrictions. The installation forester should ensure that all personnel, vehicles, and equipment have the necessary identification and documentation.

(3) The sale of metal contaminated timber shall be segregated from other sales. All contracts will contain a clause on how to deal with military metal encountered. When military metal is located in logs or stands of timber, the purchaser should be informed of procedures required to be followed under the terms of the sale contract. The formal decision as to whether the timber is too contaminated to harvest will be made by the KO. If the installation forester agrees the purchaser has accepted too much risk, then the KO must negotiate a fair settlement of the remaining timber value. All installation timber sale contracts will include a statement that the installation cannot guarantee that metal is not present in the timber. The installation will inform the purchaser that metal may be present and the purchaser is assuming a calculated risk.

(4) The installation must, through inspections of field activities, follow and keep abreast of all phases of harvest operations throughout the contract period. Detailed instructions must be given to the purchaser or purchaser's representative concerning special contract requirements and conditions unique to the particular installation or operational area. Assignments and instructions to inspectors must be clear and given sufficiently in advance to permit the inspector to plan work. (See section 4m, Security Inspection and Quality Assurance.)

(5) Contracts will be inspected frequently by the COR and/or installation forester to ensure compliance with contract terms and preclude the development of problems.

j. Collection of Bills (See DFAS 37-1, Chapter 14 and DFAS 37-100-FY for more information.)

(1) Bid deposits and subsequent payments should be in the form of a cashier's check, money order or other form of payment not subject to stoppage. Personal checks may be accepted only when a bond or bank letter of credit is on hand that will cover the amount due. Approved credit cards may be accepted if the installation has entered into an agreement with a network commercial bank. The instrument should be made payable to the *installation name, Finance & Accounting Officer*. For ARNG sales the instrument should be made payable to the USPFO for [insert name of state] for installation administered sales on ARNG training sites. It is not recommended that cash be accepted for any payment, due to the inability to verify payment received by a cancelled document. On small or emergency type sales below \$25,000 it should be the discretion of the KO whether a performance deposit should be required.

(2) Bid deposits should be retained and secured at the installation until the contract is awarded.

(3) Accounting for and disposing of bid deposits from unsuccessful bidders will be achieved as follows:

- a. Return guaranteed negotiable instruments to the bidders.
- b. Credit deposits to suspense account 21X6501.0000, Small Escrow Accounts (see DFAS-IN Manual 37-100-FY). Unsuccessful bidders shall be reimbursed from that account.
- c. Return credit card transactions as credits to the bidder's credit card account.

(4) Performance bonds will be deposited into the Small Escrow Account and refunded from that account upon successful completion of the timber sale.

(5) Advance stumpage payments will be collected from the purchaser prior to cutting. For lump sum sales regularly scheduled payments are made, generally in 20-25% increments of the total sale amount, and deposited into the General Fund Budget Clearing Account, 21F3875.3960. For unit sales, payments are made on a per ton, per thousand board feet, or per cord basis and collected into the Small Escrow Account as advance payment until the sale is complete. Payments must be recorded. It is suggested that installations use a Cash Collection Voucher, DD Form 1131 (Appendix B) for recording payments.

(6) Installations will transmit original documents to the servicing Operating Location (OPLOC) or Finance and Accounting Office (FAO) for recording in the installation accounts. For ARNG sites this function is done by the USPFO. This includes sales slips, shipping documents, and other sales and billing data. Communications offices will provide the OPLOC/FAO with a listing of charges to subscribers, along with information necessary for properly billing customers. Installations will transmit DA Form 1854-R (Daily Transfer Summary) with the original sales slips to the OPLOC/FAO, in duplicate on the first workday following the date of the transaction. (Reproduce DA Form 1854-R on 8 1/2 x 11-inch paper. See DFAS-IN 37-1.) Installations will show separate accounting classifications and amounts for each appropriation or fund being reimbursed or receiving a refund. The OPLOC/FAO will verify the accounting classifications and accounts. The OPLOC/FAO will then acknowledge receipt by returning the signed and dated duplicate copy of the DA Form 1854-R to the initiating officer.

(7) A standard method must be established at the installation to transmit and track collection of payments to the proper RM officer. This should include a system to identify contracts, purpose of payment, date of collection and date transmitted to DFAS. This method should reflect the information as required by DFAS-IN 37-1, Chapter 14 section 141001 to insure that receipts are accounted to the General Fund Budget Clearing Account, 21F3875.3960.

k. Proceeds and Expenses

(1) The Army forestry program is an automatic reimbursement program. Proceeds are deposited into the General Fund Budget Clearing Account, 21F3875.3960 20C S99999 and recorded on the RCS CSCFA-302 report. (See DFAS-IN 37-1 Chapter 14 and Chapter 28 for more information on reporting.)

(2) The DEP provides annual automatic reimbursable authority to NGB-ARNG, IMA, AMC, USACE Districts, and USAEC based on submission of installation annual work plans. IMA Regions and MACOMs receive no authority from the Conservation Reimbursable Programs. Obligations incurred as automatic reimbursable obligations are recorded on the RCS CSCFA-218 report. Obligations incurred for items of equipment purchased with procurement appropriation funds are recorded on the RCS CSCFA-112 (Status of Reimbursable Report). Obligations are liquidated through a normal disbursement process. The appropriation is reimbursed at appropriation level by DFAS-IN. The DFAS-IN process transfers the funds reported to Treasury from the General Fund Budget Clearing Account to the appropriation.

(3) Program expenses incurred by any organization or installation will be directly related to the integrated management, production and sale of forest products and associated program management costs for personnel at all levels whose primary duties are to administer the forestry reimbursable program (DFAS-IN 37-1).

(4) Reimbursements earned are reported on the RCS CSCFA-112 as "Transferred for Collection" in the "Reimbursement Collected-Automatic" column. Reimbursement for items of equipment financed with procurement funds are recorded on the RCS CSCFA-112 report.

(5) USAEC, NGB-ARNG, installations, USACE Districts, and OPLOCs/FAOs will submit quarterly analysis of actual proceeds and obligations to become part of the RCS CSCFA-218 report. The USACE reports timber sale proceeds and obligations for each installation to DFAS-IN.

(6) DFAS-IN will provide a quarterly Consolidated Analysis of DA Forest Products based on USACE and installation input, to USAEC within 30 days after the end of each quarter. USAEC, IMA Regions, NGB-ARNG, AMC, and the USACE will jointly review the Army's reimbursable forestry program using this report. USAEC will maintain a seven-year historical data record of annual proceeds and obligations.

(7) Within 90 days after the conclusion of each fiscal year, DFAS-IN, Directorate of Accounting, Budget Execution and Reporting Division (DFAS-IN/ADRXH/ININ-DPL) will compute the concluding fiscal year's unfilled forestry orders (transferring excess to or removing required funds from that fiscal year's General Fund Budget Clearing Account, 21F3875.3960, compute and provide 40 percent of the net proceeds per installation to the appropriate States and deposit the remaining net proceeds into the DoD Forestry Reserve Account, 21X5285. The DOD Forestry Reserve Account funds

are made available for military departments for use in CONUS, for improvements of forest lands, unanticipated contingencies in the administration of forest lands, and natural resources management that implements approved plans and agreements. The Army is the executive agent for the DoD Forestry Reserve Account.

I. Keeping Records

(1) Unit Sales

- a. Each week the purchaser shall mail or deliver to the COR, a summary report or statement showing the timber harvested from each cutting unit during the preceding week. The report will reflect the volume of sawtimber and/or pulpwood harvested, together with weight tickets substantiating the report. If the summary report is not received by the date indicated above, all operations under the contract shall be suspended until the above requested volume data is received.
- b. The use of any commercial weight scale on each forest product sales contract must be concurred with by the installation forester and approved by the KO prior to their use.
- c. When using commercial scales the scale operator will record all applicable contract information, date, time and operator's name on each weight ticket. Each weight ticket will have no erasures or changes and will be attached to the weekly report. Prospective bidders should be made aware of these requirements prior to their bidding. Any questions concerning the approval of a particular scale should be resolved by the KO prior to the bid opening date.
- d. Commercial weight tickets should become part of the permanent contract record and will be carefully handled and processed.

(2) Lump Sum Sales

- a. To minimize the amount of required paperwork and logging supervision a lump sum sale is recommended. The buyer may pay in increments of 20% to 25% of the total sale amount as the sale progresses or the entire amount of the contract may be collected at the time of signing of the contract.
- b. Another benefit is that this method removes all need to sort timber by product classification. The buyer has already paid for the products and how the products are sorted is irrelevant to the Government.
- c. Lump sum sales work equally for all types of sales—clear-cut, marked thinning, or operator select.

- d. The COR and/or installation forester must conduct on-site inspections for lump sum sales to ensure that only timber included in the sale is removed and to ensure that contract requirements are met (e.g., no damage to residual trees, spills cleaned up properly, trash picked up, no erosion or ground disturbance, etc.)

m. Security, Inspections, and Quality Assurance

(1) Installation inspection personnel will be assigned to make periodic inspections of the logging operation. Where possible, the same inspector should continue with the operation throughout the tenure of the contract. Inspections should be conducted regularly, daily or weekly, as appropriate. All purchasers will be responsible for compliance with all security, safety and quality assurance issues.

(2) For ready reference, the inspector of a designated contract will keep a copy of the contract and sale area progress maps available in the field at all times. The inspections will be conducted in all field operational areas as often as necessary giving particular attention to the amount of equipment and personnel being used by the purchaser, methods and manner of timber felling and removal, conditions of roads, security measures, if progress within sale area logging units is proper, and production is adequate to complete the contract on schedule. Cut-over areas will be inspected and approved as the contract progresses and as field work is completed in a given logging or cutting unit.

(3) It is recommended that the inspector keep a Daily Timber Inspection Report (Appendix A) on each contract they are responsible for while on duty. The inspector's activities will be inserted each day. It will be turned in to the installation forester or COR for review. The date and initials of the person making the review will be placed on the form. Since the form is a permanent record while the contract is in force, it will be filed at the installation and will be available in the event the information is needed to address contract issues.

(4) When violations of contractual terms are detected for which liquidated damages are established under the contract, the installation forester should gather pertinent information. This information will include: the number and diameter of trees involved, estimated merchantable height, the circumstances surrounding the violation, whether the violation was willful or through the carelessness or negligence of the purchaser, and the installation forester's recommendations.

(5) Deficiencies will be brought immediately to the attention of the purchaser's designated field superintendent with directions as to corrective action necessary. At no time will the inspector give instructions concerning deficiencies or violations to other than the purchaser or the purchaser's field superintendent unless such deficiency or violation is of such a nature that immediate remedial action is necessary. The KO will check all contract violations as they are reported to have a firsthand knowledge of the

violation as it happened in the field. On major or repeated violations, the KO will inform the purchaser in a brief letter of the existing violation and how it shall be remedied. The KO will be advised of all major or repeated violations with recommendations for invoking penalties. Information on decisions will be promptly furnished to the installation forester.

(6) Security of forest products is another prime factor in good contract administration. It is of primary importance because, without adequate security, there would be no satisfactory way to determine the amount of timber products removed from an installation. Good security not only provides for protection of Government property, but reflects the integrity of the Government employees engaged in timber sales. The installation foresters are responsible at the field level, as part of their contract administration, to conduct a vigorous and continuous security program. The guidelines are as follows:

- a. Security Inspections. During normal working hours forestry staff will check trucks, sale areas and loading points as part of their regular duties. Logs will be examined for standard identification and trucks will be checked to see if they are properly numbered and that binder chains are affixed properly. Sufficient security inspections will be made during other than normal working hours to assure the KO that no unauthorized activities are taking place.
- b. Truck Identification and Equipment. All trucks operated on an installation removing timber products will be required to conform to all installation regulations concerning motor vehicles. Installations should develop a method of tracking logging trucks when conducting unit sales, such as seals or tickets to account for all timber removed from the installation. These should be accounted for on a weekly basis, at a minimum, during harvesting operations.

It is suggested that a removable metal tag identify all trucks with numbers plainly stenciled on the front as follows: The abbreviation of the installation on the right-hand side (Fort Polk - FP) and the number assigned the truck on the left-hand side. It is also recommended that the COR, or other appointed representative, issue a Timber Harvesting Authorization Card (Appendix A) to each truck. The person issuing the card will then notify the appropriate installation personnel, including forestry personnel, and the weighmaster at the weight station. The truck driver will keep the card in the truck at all times for inspection purposes and will present it to the weighmaster at Government or commercial scales when being weighed.

n. Contract Completion and Closure

(1) Contract Completion Dates

- a. Completion dates are designated on the ROA and will be made part of the contract. The period of performance for the contract will be a function of mission and environmental requirements. Timber sale contracts should be established with a minimum contract period of four to six months and a maximum of 18 months. Any changes in the assigned completion date will be coordinated with the KO.
- b. Assigned completion dates will be made by the KO considering the following conditions: market conditions, military mission, contamination, logging conditions, silvicultural needs, and management objectives.

(2) Contract Closure

- a. After all contracted forest products are removed from the sale area, the COR and/or installation forester will inspect the area jointly. A satisfactory letter of clearance or final completion notice (Appendix A) from the DPW (or other appropriate directorate), or their designated representative, normally the installation forester, will then be obtained for the entire area. The procedure gives opportunity for both the DPW and the installation forester to review areas and note the progress of harvesting without duplicating inspection trips. The completion notice will be forwarded to the Contracting Office. If any timber made available was left unharvested in the sale area, its acreage and location, volume and species, and the reason why the timber was not removed will be reported.
- b. An annual report will be prepared and submitted to the Garrison Commander/Training Site Commander with copies furnished to respective IMA Regions, NGB-ARNG, MACOMs of special installations, and AEC for all timber sold by the installation. The report will consist of revenue generated and expenses incurred to conduct installation sales. An example is found in Appendix A (Sale of Forest Products - FY XX).

o. Aids in Contract Administration

Listed below are points that will help the installation carry out more effective contract administration. The COR and/or installation forester should:

(1) Recognize that timber contracts are legal documents and require compliance with all terms and conditions. Any modifications to invitations or contracts must be done by the KO.

(2) Promote compliance through an effective application of education and cooperation. It is important to establish a good relationship with the purchaser.

(3) Approach the purchaser properly. Each one requires a different approach.

Some are sensitive, while others require planned approaches. If the purchaser has done good work, let the purchaser know about it.

(4) Be firm, fair and impartial with all operators. Discuss the problems quietly but confidently. CORs and/or installation foresters with reputations of firmness will command more respect and cooperation.

(5) Recognize the importance of timing. The crucial times in the life of a contract are the prework conference with the purchaser to discuss terms and the start of the different phases of the operation. Follow-up at the beginning of each significant phase of operation will get work off to a proper start.

(6) Keep informed. Require employees to report field activities on different sales. Require "planned" timber removal from sale areas; ask the subcontractors about their activities; intelligent decisions cannot be made without knowing the facts.

(7) Problems can be minimized by anticipating likely areas of trouble before it is too late. Try to anticipate problems that may arise from changes in operator personnel, equipment breakdowns, weather changes, reduced quotas, and changes in market conditions.

(8) Use time efficiently. Plan the use of time and take advantage of systems that permit efficiency. For example, try to do more than one job on a required visit and plan in advance what must be done at each inspection stop. Make use of notes and reminders. If the installation forester is not the COR the installation forester should accompany the COR on inspections.

(9) Recognize the need for improving techniques. New ideas and new methods are a necessity.

Appendix A

This Appendix contains forms that were generated by the US Army Environmental Center and will be useful when conducting timber sales. Installations are not required to use these forms; however, proper documentation is required. The forms are listed below. Plans are to provide them by link on the Reimbursable Programs Tracking System (RPTS).

- Bid Summary and Recommendation
- Daily Timber Inspection Report
- Final Completion Notice
- Invitation for Bid Form
- Timber Availability Report
- Sale of Forest Products Memorandum - FYXX - SAMPLE
- Memorandum for Record, Minor Forest Products Sale Contract
- Pre-Harvest Conference Checklist
- Timber Harvesting Truck Authorization Card
- Timber Sale Contract
- Emergency Timber Sale Contract

Bid Summary and Recommendations

Contract No.:		Date of Bid Opening:	
Installation:			
Product Offered for Sale			
No. of Bids:		Range of Bids:	
Amount (\$) of Appraisal:		Avg. Amount (\$) per BF/Ton:	
Recommendation of Award to Contractor/ Purchaser:			
Justification for Award			
Signature of Contracting Officer's Representative:		Date:	
Signature of Installation Forester:		Date:	

Daily Timber Inspection Report

Installation: _____
 Contractor: _____
 Contract No: _____

LOGGING CONDITIONS

Logging Unit	Equipment Working			No. of Workers	Ground Condition		Ground Condition			Weather		Continue Work		Cont. Repres. Present		Prev. Deficiency	
	Tracked	Wheeled	Trucks		Wet	Dry	Good	Avg	Poor	Fair	Rain	Y	N	Y	N	Y	N

EVALUATION OF OPERATIONS

	Damage to Residual	Mech. Material Left	Soil Damage	Stumps	Tops	Lopping	Skidding	Loading	Hauling	Debris	Scaling	Safety	Other
Acceptable													
Unacceptable													

REMARKS

THIS REPORT DISCUSSED WITH

Contractor: _____
 COR: _____
 Other: _____
 Inspector: _____

Date: _____
 Date: _____
 Date: _____
 Date of Inspection: _____

Final Completion Notice

Contract No.: _____ Installation: _____

I have completed all work required under the terms of the above-referenced contract.

Date

Contractor

Installation Review and Approval

The work required under terms of the above-referenced contract has been completed satisfactorily. It is recommended that the performance bond be returned to the purchaser.

Date

Contracting Officer's Representative

Date

Installation Forester

Army Regulatory Guidance
Procedures for Installation-Conducted Timber Sales

Form 2: Invitation for Bid

Attention: Licensed Timber Buyers

This is to announce that _____ of _____ is accepting sealed bids on marked trees from now until _____ (*time/day/date/year*) at which time all bids will be opened publicly at _____. All licensed timber buyers are invited to be present at the bid opening. The trees have been marked with a _____ (*spot/number/"X"*) in _____ colored paint at breast height and a spot of the same colored paint below the average stump height. All such marked timber is located in _____ (*compartment/section/range*). The above advertiser herein declares that he/she/they has/have the legal right to advertise and dispose of the marked trees.

Terms of the Sale

1. _____ reserves the right to accept or reject any and all sealed bids after they have been made public as advertised.
2. Only trees marked in the manner described above are being sold.
3. All trees will be conveyed to the purchaser via a written contract. This contract will contain a clause requiring the purchaser to have insurance in such amounts needed to protect the seller from all liability, which might arise from the purchaser's performance of the contract.
4. A bid deposit of \$_____ must accompany all bids.
5. Payment will be made on the following schedule: _____ and shall be paid in full before the cutting of marked trees begins.
6. Timber removal will take place from the property on or before _____, 2001.
7. The purchaser must possess a Timber Buyer's License issued by the State of _____ for the year 2001.
8. Unreasonable damage to fences, roads, fields, crops, or remaining trees will not be tolerated. Tops will be removed from fields, fences or waterways, and repairs made before the contract expires. Buyers are not expected to fell any tree that they judge will affect unreasonable damage to these properties.

Whom to Contact

All inquiries, sealed bids, etc., concerning this sale should be directed to: _____.

You can reach this person by calling _____.

Attached is a volume summary of trees marked and a rough map showing the approximate location of the marked trees/marked area.

Army Regulatory Guidance
 Procedures for Installation-Conducted Timber Sales

Form X: Invitation for Bid

Timber Sale Description

County:		Owner:	
Sale Date:		Type of Sale:	
Location Map:			
Products for Sale:		Quantity (No. of Units):	Unit of Measure:
Totals:			

Timber Availability Report

Subject: Availability of Timber for Harvest at _____
(installation)

1. The following timber is available for harvest at the above specific installation in accordance with AR 200-3, and the approved Integrated Natural Resources Management Plan and the conditions and requirements set forth below:
 - a. Estimated volumes of sawtimber: _____ BF
 - b. Estimated volumes of pulpwood: _____
 - c. Other forest products available for harvest: _____
 - d. Details of volumes, species, numbers of trees, areas, etc. are available from the Installation Forester. All trees marked with two spots of blue tree marking paint: one at the base of the stump and one at 4.5 feet above ground.
 - e. All marking of forest products pertaining to this sale was completed by a professional forester.

Timber marker represents: _____
(name of company or organization)

2. Circumstances prompting disposal are to maintain productivity of managed woodlands in accordance with the installation INRMP. The timber declared available constitutes _____% of that planned for harvest during fiscal year _____ in accordance with the approved Integrated Natural Resource Management Plan.
3. The title to the land is fee simple.
4. Location of the harvest area is compartments: _____ cutting units: _____ totaling _____ acres marketable timber in economically operable quantities.
5. The following specifications should be included in the contract:
 - a. The method of cutting to be employed. Remove all marked trees within the flagged area.
 - b. Sawmills will not be permitted to operate on the reservation.
 - c. All logging roads, landings, and primary skid trail locations must be approved by the Contracting Officer's Representative in advance of construction.
 - d. The contractor will be held liable for all damage to Government property and Government expenditures resulting from fires caused by his negligence or the negligence of his employees, agent, or sub-contractors.
 - e. Log trucks will comply with requirements of the State Logging Code concerning lights and tie down of load.
 - f. Compliance with applicable installation safety and security rules, regulations, and procedures.
 - g. Liquidation Damages: The successful bidder shall pay as liquidated damages the sum of \$.50 for each stump not cut within specified height. Overlooked trees designated for harvest must be cut as soon as the successful bidder is notified. For each designated tree not cut, he shall pay at the rate of \$1.00 per inch of diameter outside bark at breast height. In addition to the contractual price (prorated purchase per species) for board foot volumes of unmarked trees which are cut, excessively damaged, or injured by himself, his employees, subcontractor, or employees of the subcontractors. The successful bidder shall pay a sum computed at the rate of \$1.00 per inch of diameter outside bark at breast height.
 - h. Completion of Harvesting Operations - _____.

Timber Availability Report

- i. The contractor will protect all fences, lessee cattle fences, and Government owned security fences. If trees are thrown on or within 20' of a security fence, it will be removed and necessary repairs made by and at the expense of the contractors. All tops will be removed where a water or sewer line right-of-way exists, or within 50' right-of-way of all power lines.
 - j. Harvesting must begin within 10 days of beginning date.
- 6. Maps of harvesting areas are attached.
 - 7. Coordination of declaration with representatives of the MACOM in determining the terms of the report has been accomplished.
 - 8. The environmental impact of this action has been assessed in coordination with the State SHPO and the installation Environmental Assessment.
 - 9. Harvesting will proceed in orderly manner and only in the location designated by the installation forester.

Enclosures

- 1. NEPA Documentation (Record of Environmental Consideration or Environmental Assessment)
- 2. Timber Volumes
- 3. Map



DEPARTMENT OF THE ARMY
MOBILE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 2288
MOBILE, ALABAMA 36628-0001

REPLY TO
ATTENTION OF:

CESAM-RE-MT

12 November 2003

MEMORANDUM FOR Commander, Mississippi Army Ammunition Plant
ATTN: SMCMS-EN, Stennis Space Center,
MS 39529-7000

SUBJECT: Sale of Forest Products - FY 2003

1. Our records indicate that \$65,462.95 was received from sale of forest products at your installation during FY 2003.
2. Expenses incurred by the Mobile District for timber sale administration were \$13,089.16.
3. Point of contact for questions is James R. Mullens, Chief, Forestry Section at (251) 694-3680 or DSN 457-3680.

FOR THE COMMANDER:


JOHN F. CROLEY
Acting Chief, Real Estate Division

Copy furnished:

AEC
SERO
Res. Forester, Stennis Space Center, MS

25 May 2001

MEMORANDUM FOR RECORD

SUBJECT: Sale of Timber, Minor Forest Products Sale Contract _____,

(Installation)

1. In my opinion the fair market value is less than \$50,000 and a formal appraisal is not required in accordance with 41 CFR Chapter 101-47.303-4.
2. The fair market value is as follows:

<u>PRODUCT</u>	<u>VOLUME</u>	<u>VALUE/TON</u>	<u>LUMP SUM</u>
Pine Pulpwood	150.00 tons	\$1.00	\$150.00
		TOTAL	\$150.00

3. The timber must be removed by: 30 June 2001.
4. The timber was made available by the installation Timber Availability Report. Timber disposal is for the removal of trees in support of ecosystem management and the military mission.
5. Bidders contacted:

<u>DATE</u>	<u>TOTAL PRICE</u>
-------------	--------------------

- a. **(List timber companies contacted and date and amount of bids.)**
 - b.
 - c.
6. The contract is awarded to _____ since the market was adequately tested and the combination of bid prices is reasonable.

Signature and Title of Sale COR

Pre-Harvest Conference Checklist

Contract No.:	
Installation:	
Contractor:	
Date:	
Check or mark N/A on the following items that were discussed:	
<p>Expiration date of contract</p> <p>Boundary lines and sale area map</p> <p>Order of logging</p> <p>Cutting schedules. Person to be notified of any changes in logger or operation: Name _____ Phone No. _____</p> <p>Clearance from Range Control Name _____ Phone No. _____</p> <p>Who to contact if unexploded ammunition is encountered Name _____ Phone No. _____</p> <p>Who to notify in case of emergency or fire Name _____ Phone No. _____</p> <p>Fire precautionary measures</p> <p>Security requirements of the installation</p> <p>Badges and badge list</p> <p>Timber weighing procedures</p> <p>Areas having special restrictions and requirements (i.e., no firearms, matches, smoking, or cameras, etc.)</p> <p>Erosion prevention and control. (i.e., no crossing running streams without approval)</p> <p>Protection of residual trees</p> <p>Improvements to be protected</p>	<p>Metal contamination</p> <p>Location and construction of loading decks, landings, roads, and trails</p> <p>Trees to be cut and stump height requirements</p> <p>Use of limbing gates</p> <p>Trash and debris removal requirements</p> <p>Maintenance of roads, trails, and drainage areas</p> <p>Number of haul trucks</p> <p>Truck tags</p> <p>Security seals and binder chains</p> <p>Haul points</p> <p>Number and location of weight ticket boxes</p> <p>Limbs, tops, and slash disposal requirements</p> <p>Safety work permit</p> <p>Route to sale from access gate</p> <p>Use of agriculture fields</p> <p>Concurrent recreation use</p> <p>Potential plant strike</p> <p>T & E species awareness</p> <p>Payment methods and schedule; performance bond; balance of monies returned</p> <p>Other:</p>
Personnel Attending/ Office:	
Comments:	

Pre-Harvest Conference Checklist

General Instructions

- a. Liability: Purchaser will be held liable for all damages to public or private property and/or improvements and for all Government expenditures resulting from such damages (including ground cover and fires) which occur in the performance of this contract by the purchaser, his employees, agents, and subcontractors.
- b. Roads: The appropriate installation personnel (e.g., installation forester) must approve all truck or other vehicle routes within the installation to be utilized by the Purchaser in connection with the removal of timber. Logging roads, skids roads, and landings must also be approved in advance of construction. The Purchaser will be solely responsible for damage to any road utilized on installation property or roads not owned by the United States.
- c. Stump Heights: Stumps must be cut as low as practical, but in no case higher than 12 inches on the uphill side unless exempted by the installation forester.
- d. Slash Disposal: Piling of tops or branches immediately adjacent to live trees not designated for harvest will not be permitted. Slash will be removed from all riparian areas, streams, ditches, roads and fields. Slash will be lopped to a height less than four feet from the ground.
- e. The Purchaser will be charged \$50 per tree or triple the market value, whichever is greater, for unmarked or undesignated trees cut or injured through carelessness. Designated or marked trees containing forest products that are damaged during the logging process, to the extent that they are unusable, shall be paid for at the rate specified for undamaged products. The purchaser will use diligent care to avoid unnecessary damage to young and old trees of desirable species in the process of cutting, skidding and handling of forest products.
- f. The Commander may suspend all hauling operations during the period of spring thaw whenever excessive damage will occur to road surfaces, and may cease all harvest operations during serious hazard periods, when military activities create a safety hazard, or when operations disrupt installation activities.
- g. Roadways, ditches, trails, fields and fire lanes shall be kept free from brush, logs and waste materials resulting from operations. The Purchaser shall promptly repair any damage to any road, ditch, driveway, trail, and field or fire lane caused by the Purchaser, the Purchaser's employees, agents or subcontractors in the performance of the contract. Purchasers will perform necessary work to repair soil surfaces that constitute potential for soil erosion.
- h. The purchaser must provide at no cost to the Government, when called upon by the Commander, his available equipment and personnel as needed to fight any fire on the contract area. The purchaser will be held liable for all damages to Government property and for Government expenditures resulting from fires caused by the Purchaser's negligence or by the negligence of the Purchaser's employees or agents.
- i. Sawmills will not be permitted to operate on the installation without written permission of the Commander.

Pre-Harvest Conference Checklist

- j. The Purchaser must comply with all pertinent provisions of federal, state and local safety and environmental regulations. The Purchaser, its employees and/or agents must also comply with all safety and security regulations. Prior to be permitted access, the Purchaser must clear through the Security Office. This provision also applies to all companies purchasing forest products from any purchaser who uses it own haulers or franchised hauler. Purchasers cannot park any vehicle on any road or major accessway that impedes the use of that road unless traffic control is provided. The purchaser, including employees and/or agents will cooperate with installation officials who may visit the sale area.
- k. If conditions of the contract are not being complied with, all operations may be suspended under the contract.
- l. The Purchaser shall be responsible for determining the boundaries of the sale area and shall be liable for all trespass committed outside of such boundaries.
- m. The Purchaser is prohibited from bringing onto the installation, or having in his possession while on the installation, marking hammer, paint, or equipment similar to that used by the Government in marking trees and boundaries.
- n. Harvesting operations will be conducted during daylight only, every day except holidays, unless otherwise authorized by the installation forester.
- o. No dumping of any substances will be allowed. This includes, but is not limited to; motor oil, hydraulic fluid, antifreeze, gasoline, and diesel fuel. Any spills of more than one gallon of these substances must be reported as soon as possible.
- p. Archaeological Sites. The Purchaser, employees, agents or subcontractors, will not operate any equipment except chainsaws, log chains and cables inside the marked off archaeological site without permission.

Signatures

Contractor

Contracting Officer's Representative

Date

Date

Timber Harvesting Truck Authorization

Card No.:		Contract No.:	
Contractor:		Installation:	
Truck Owner:		Truck No. :	
Approved Weigh Station(s):			
Date Card Issued:		Date Card Returned:	
Issuing Authority (Signature and Title):			

Instructions:

1. Show this card to weighmaster for each load.
2. This card is nontransferable to another contract. Card must be returned to Forester or Installation Representative **prior** to issuance of new card for another contract. Contractor's field representative is responsible for obtaining new cards.
3. The truck driver is to have card readily available at any time assigned truck is on Government property or hauling Government timber.
4. Card must be returned to the Forester or Installation Representative at any time assigned truck ceases operations on Government property.
5. Trucks that have improper cards or deviate from the above instructions will be stopped until the contractor or his field representative is contacted and the necessary corrections made.

Timber Sale Contract

Note: Seller and Buyer should initial and date each page of a multiple-page contract.

Contract No. _____ Installation _____

Contract entered into this _____ day of _____ 2001, by and between _____ hereinafter called the Seller, and _____ hereinafter called the Purchaser.

Witnesseth:

1. The Seller agrees to sell and the Purchaser agrees to buy for the total sum of _____ Dollars (\$_____) under the conditions set forth in this contract all the standing timber marked for cutting upon an area of approximately _____ acres in _____ Township, _____ County, _____ on _____ Installation. The location of the area can further be described as follows: _____

The Purchaser agrees to pay the seller the sum of _____ Dollars (\$_____) payment to be made in accordance with the following schedule: A down payment of 20% shall be made to the seller upon execution of this contract. Balance shall be paid in full before the cutting of the marked trees begins.

2. The method of disposal under this contract is *lump sum/ unit sale*. For a lump sum sale, title to the timber passes from the Seller to the Purchaser at the time the contract is signed by both parties. For unit sales, title passes once the logging truck clears the scales.

3. The Seller further agrees to dispose of the timber conveyed in this contract in strict accordance with the following conditions:

- a. All trees to be included in this sale will be marked as follows: With a spot in blue colored paint at breast height and a spot of the same colored paint below the average stump height.
- b. No concurrent contract involving the area or period covered in this contract has been or will be entered into by Seller without the written consent of the Purchaser.
- c. The Purchaser and his employees shall have access to the area at all reasonable times and seasons for the purpose of carrying out the terms of this contract.
- d. The Seller covenants that he/she is the lawful owner of the above timber and that no indebtedness or encumbrance exists against the same.
- e. Other Conditions:
 - (i) No use of surrounding fields during the growing season shall be permitted unless written approval is given by the Seller.
 - (ii) Crop damage shall be paid for by the buyer.

4. The Purchaser further agrees to cut and remove the timber conveyed in the contract in strict accordance with the following conditions:

- a. Unless an extension of time is agreed upon in writing between the Seller and Purchaser, all timber shall be paid for, cut and removed on or before and not later than the _____ day of _____, 2001, and any material not removed shall revert to the Seller.

Timber Sale Contract

Note: Seller and Buyer should initial and date each page of a multiple-page contract.

- b. Only marked trees may be cut, but the Purchaser shall retain the right to leave standing such marked trees, as the Purchaser may consider not containing merchantable timber worth removing from the area.
- c. Unmarked trees and young timber shall be protected against unnecessary injury from felling and logging operations.
- d. Necessary logging roads shall be cleared by the Purchaser only after their locations have been definitely agreed upon with the Seller or his representative.
- e. During the life of this contract and on the area covered, care shall be exercised by the Purchaser and his employees against the starting and spread of fire and they shall take reasonable precautions to prevent and control fires.
- f. Fences damaged or destroyed by the Purchaser in the logging or removal of timber included in this contract shall be repaired or replaced by the Purchaser to the condition existing at the time the logging begins.
- g. Any liability for damage, destruction or restoration of private or public improvements occasioned by or in the exercise of this contract shall be the sole responsibility of the Purchaser.
- h. Other Conditions:
 - (i) All marked trees will be felled.
 - (ii) Tops of the trees marked for sale are property of Purchaser.
 - (iii) Trees may not be left hanging in other trees.
 - (iv) All litter/garbage created by logger is the responsibility of the Purchaser and is to be picked up daily.
 - (v) Specifically identified plantings, streams, special trees, wildlife areas, etc. are to be avoided by the logger.
 - (vi) All main logging roads and skid trails will be graded and deck areas smoothed before termination of this contract.

5. The Seller has the right to suspend a contract due to wet weather, sanitary compliance, erosion control, stream crossings, Best Management Practices, and other factors in order to maintain environmental quality. In case of a spill of hazardous and/or toxic materials, the Purchaser is to contact the following government points of contact:

6. The Purchase hereby agrees to protect, indemnify and save harmless the Seller from any and all liability for personal injuries, death and/or property damages suffered or incurred by any person in connection with the Purchaser's performance of this contract. The Purchaser also agrees to furnish insurance of the following types: Liability and Workmen's Compensation.

7. Seller and Purchaser mutually agree as follows:

- a. All modifications of this contract will be reduced to writing, dated, signed and witnessed and will be attached to this contract.
- b. Resale of any portion of the standing timber conveyed by this contract will not release the Purchaser from all the terms of this contract unless the Seller signs a written release.
- c. The total number of trees conveyed is _____, composed as follows:

Timber Sale Contract

Note: Seller and Buyer should initial and date each page of a multiple-page contract.

- d. In case of dispute over the terms of this contract, final decision shall rest with the Contracting Officer, and in the case of further disagreement, the Seller may appeal to an arbitration board as described in the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

In Witness Whereof, the parties have executed this agreement as of the day and year first written above.

Purchaser

Seller

Licensed Timber Buyer Number

Emergency Timber Sale Contract

AGREEMENT NO. _____

DEPARTMENT OF THE ARMY
Installation _____

AGREEMENT OF SALE

This AGREEMENT OF SALE, entered into this ____ day of _____ 2002, by and between the Government of the United States of America, as seller, hereinafter referred to as the Government, and _____ hereinafter referred to as the Purchaser, for the sale of pine timber and for the consideration hereinafter stated, and under the terms and conditions hereinafter set forth;

WITNESSETH:

WHEREAS, said purchaser has offered to purchase from the Government said property, the consideration being paid by the Purchaser, for said sale by the Government and purchased by the Purchaser, being a price of \$_____ for the timber. This is a *lump sum/unit price sale*. For lump sum sales title to the timber passes from the Government to the Purchaser upon signing of this contract. For unit price sales the title to the timber passes at the time the logging truck clears the scales.

Now, therefore the Government hereby accepts said offer and hereby agrees to and does hereby, by these presents, sell to the Purchaser the timber for the aforesaid consideration and subject to the following conditions of sale:

1. The Purchaser has inspected the property and failure of the Purchaser to be fully informed will not constitute grounds for any claim or demand for adjustment. The property is sold "as is" and "where is." The Government does not make any guaranty or warranty, express or implied, with respect to the property as to quantity, quality, character or condition, size or kind.
2. Upon receipt of authority to proceed with removal of the purchased property the purchaser will assume all responsibility for the care and protection of the property and will expeditiously remove the property from the site and restore the site in a matter and to a condition satisfactory to the Contracting Officer in accordance with the following specifications:

a. Timber to be Cut

(1) Marking: All merchantable pine timber located in the sale area as identified by the installation forester shall be harvested.

(2) Merchantability: Trees and timber products cut from marked trees which equal or exceed the specifications set forth below are considered merchantable and will be cut and utilized.

Emergency Timber Sale Contract

Tree Specifications

Species & Product	Units Per Tree	Length Feet	Diameter Inside Bark Small End	Net Scale in % of Gross Scale	Minimum Net Scale
----------------------	-------------------	----------------	--------------------------------------	-------------------------------------	----------------------

Pine Sawtimber

Pine Pulpwood

Hardwood Pulpwood

b. Period of Contract and Payments

(1) Schedule of Harvesting and Completion: Purchaser agrees to commence work promptly upon receipt of notice to proceed and agrees to cut and remove within the sale areas all timber designated to be harvested under this sale agreement by May 1, 2002.

(2) Payment Method: The purchaser agrees to make advance payment for stumpage. Such deposits will be:

A. For all contracts of \$1,000 or less, the balance of the estimated purchase price;

B. For all contracts over \$1,000, no less than 25% of the bid price. Any surplus of funds to the purchaser's credit on deposit upon completion of removal operations, as required under the terms of the contract, will be refunded to the purchaser.

(3) Reports: The purchaser will mail or deliver to the Commander, P.O. Box 00, ATTN: XXXX-XX, City, STATE ZIP by no later than the Wednesday 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 cutting unit number and volume of sawtimber (Tons) and pulpwood (Tons) harvested, together with scale tickets of weight receipts substantiating the report. If the summary report(s) and substantiating tickets or consumer receipts are not promptly received by the date indicated above, all operations under respective contract shall be suspended until above requested volume data is received.

(4) Payment Remittance: All payments shall be made by certified check or cashier's check payable to the F&A Officer, NAME. Billing payments will be remitted within ten (10) calendar days of date of billing, directly to the Commander, ADDRESS.

(5) Performance Deposit or Bond: The successful bidder at the time of award will be required to submit a performance deposit to the District Engineer in cashier's check, money order, bank draft, or in the form of payment not subject to stoppage or revocation made payable to the F&A Officer, NAME, in the amount of \$0,000.00 (XXXX Dollars). The payment will be held by the Government until completion of the operations, to be applied against (1) the amount of any damage to unmarked timber caused by failure of the purchaser to observe fully all conditions of the agreement (2) any cost, damages, or expenses to which the Government may

Emergency Timber Sale Contract

be put by reasons 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. There shall be repaid to the purchaser any balance of said deposit remaining after the purchaser's obligations of the agreement have been fulfilled.

c. Harvesting Operations

(1) Inspection and Supervision

A. By Government: 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 *Contracting Officer* or his duly authorized representative, with the understanding that the information obtained shall be regarded as confidential.

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

(2) Order of Logging: The order of logging will be designated by the Government. 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.

(3) Methods of Logging:

A. Loading points will be in open areas. The purchaser will be allowed to bank logs in areas designated by the representative of the Government. Log landings will not be permitted within 150 feet of the centerline of the main roads.

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

(4) Lopping: Not applicable.

(5) Sawmills: Purchaser shall conduct no sawmill operations on project.

(6) Protection:

A. Government Property: All utility lines, ditches, roads and trail rights-of-ways, bridges, culverts, fences, other facilities or any other Government property located within the reservation or immediately outside the exterior boundaries of the sale area, will be protected and if damaged, shall be repaired immediately by the purchaser, or in lieu of such repair, the purchaser will, if so required by the Contracting Officer, pay to the United States money in an

Emergency Timber Sale Contract

amount determined by the Contracting Officer to be sufficient to compensate for the loss sustained by the United States.

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

C. Environmental Quality: The purchaser shall be required to conform to applicable Federal, States, County and local regulations as necessary to prevent the pollution or degradation of environmental quality. Littering Government property with glass, metal, paper and plastic, oils, lubricants, fuels, detergents or any other solid or liquid pollutants is prohibited. Persistent pollution of the land and water in and around cutting units or areas used to gain access to these units may be cause for immediate shutdown of harvesting operations and possible termination of this contract.

(7). Safety Codes:

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 insure all equipment and operations conducted under this sale agreement comply with safety and sanitary regulations established by local, state, and Government agencies. Purchaser is responsible for compliance with all applicable Occupational Safety and Health Administration (OSHA) standards established by Department of Labor.

B. No firearms will be permitted on the project and no hunting by purchaser personnel will be permitted by virtue of this sale agreement.

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

(9) Roadways: Roads, trails and designated fire lanes shall at all times be kept free of logs and pulpwood bolts resulting from the purchaser's operations hereunder, and any road or trail used by the purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear, through such use shall promptly be repaired by him to its original condition.

(10) Ingress and Egress: Maximum utilization of existing gates, roadways, bridges and fire lanes will be exercised by the purchaser. Only by special permission from the representative of the Contracting Officer and then only when conditions warrant, will the purchaser be allowed to construct any roads or bridges on the premises. Truck or other vehicle routes to be followed by the purchaser in connection with the removal of the timber must be

Emergency Timber Sale Contract

approved by the Contracting Officer. Restoration of the area where any new routes have been constructed by the purchaser to approximately its original condition may be required prior to expiration of the sale agreement.

(11) Defaults and Damages:

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

(12) Liquidated Damages: Without derogation to any other rights afforded it by the contract, the Government through the representative of the Contracting Officer may determine the extent of damages arising from any of the causes hereinafter set forth, and the purchaser agrees to pay a penalty therefore in an amount to be determined by the representative of the Contracting Officer as liquidated damages for the injury and for cost suffered by the Government; but in no event to exceed the maximum penalty shown in the schedule below:

CAUSE OF VIOLATION	MAXIMUM PENALTY**
A. Cutting or damaging undesignated trees (marked the monuments, boundary and witness trees and desirable reproduction) intentionally or through negligence or carelessness.	Double the unit sale price for the respective timber product
B. Unavoidable damage to undesignated trees.	Unit sale price for respective timber product.
C. Failure to utilize merchantable material.	Unit sale price for timber product.
D. Removal of material 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.

Emergency Timber Sale Contract

- | | |
|--|---|
| E. Continued failure to cup stumps in accordance with specification. | One (1) dollar per stump. |
| F. Failure to cut marked or designated trees not exempted. | Double the unit sale price for respective timber product. |
| G. Degradation of environmental quality through persistent littering and pollution of Government land and water. | Actual clean-up costs incurred by the Government. |

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

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

(14) This Agreement, including all terms and conditions set forth herein, when accepted by the Government, shall constitute the Agreement of sale between the purchaser and the Government. Such Agreement shall constitute the whole Agreement unless modified in writing and signed by both parties. No oral statements or representations made by, for, or ostensibly on behalf of either party shall be a part of such Agreement. Neither this Agreement, nor any interest therein, shall be transferred or assigned by the purchaser.

_____ Purchaser agrees to purchase approximately 00 MBF of pine sawtimber and 00 cords of pine pulpwood for the XXXX price of \$_____.

Signature _____

Company name _____

Address _____

Telephone No. _____

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States of America the _____ day of _____ 20____.

Signature _____

Title _____

Appendix B

This Appendix contains forms provided by the U.S. General Services Administration, Department of Defense, and Small Business Administration. These forms may also be used for timber sales. The forms are listed alphabetically and include the following:

- Abstract of Offers, Standard Form 1409
- Cash Collection Voucher, DD Form 1131
- Amendment of Solicitation/Modification of Contract, Standard Form 30
- Performance Bond, Standard Form 25
- Record of, and Receipt for, Bids and Responses, GSA Form 1378

ABSTRACT OF OFFERS

SOLICITATION NO.

OPENING DATE

PAGE

OF

PAGES

ISSUING OFFICE

SUPPLIES OR SERVICES *(General Description)*

NO.	NAME OF OFFEROR	AC- CEPT- ANCE* TIME* <i>(Days)</i>	BUSI- NESS SIZE		ITEM NO.	QUANTITY	UNIT		DELIV- ERY TIME**	F.O.B. POINT	REMARKS
			L	S							
								\$	\$	\$	

* Indicate by an X a 60-day acceptance.
 ** Indicate by an X if offer conforms to delivery time specified in solicitation.

I CERTIFY THAT I HAVE OPENED, READ AND RECORDED ON THIS ABSTRACT (AND CONTINUATION SHEETS, IF ANY) ALL OFFERS RECEIVED IN RESPONSE TO THE SOLICITATION.

TYPED NAME AND TITLE

 SIGNATURE

 DATE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
---------------------	------	----	-------

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
-------------------------------	-------------------	----------------------------------	--------------------------------

6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 11)
CODE		FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Item 9, (Amendment of Solicitation No. - Dated), and 10, (Modification of Contract/Order No. - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries.

(1) Accounting classification _____
Net increase \$ _____

(2) Accounting classification _____
Net decrease \$ _____

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$ _____

(ii) Total contract price decreased by \$ _____

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED *(Must be same or later than date of contract)*

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL *(Legal name and business address)*

TYPE OF ORGANIZATION *("X" one)*

- INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION

SURETY(IES) *(Name(s) and business address(es))*

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS

CONTRACT DATE CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
		(Seal)	(Seal)	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	Corporate Seal

INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1.	2.
		(Seal)
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			\$	
	SIGNATURE(S)	1.	2.	
	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>			
	1.	2.		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
	SIGNATURE(S)	1.	2.	\$	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

RECORD OF, AND RECEIPT FOR, BIDS AND RESPONSES	REGION	NUMBER OF RESPONSES RECEIVED	INVITATION NUMBER
	O P E N I N G		
	TIME	A.M. P.M.	DATE

NAMES AND ADDRESSES OF RESPONDENTS	TIME AND DATE RECEIVED	
	TIME	DATE
1.		
2.		
3.		
4.		
5.		
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I received _____ bids and responses from the bid custodian.

(Number) BID OPENING OFFICIAL SIGNATURE	TITLE	DATE AND TIME
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