

DEPARTMENT OF THE ARMY  
OMAHA DISTRICT, CORPS OF ENGINEERS  
1616 CAPITOL AVENUE, SUITE 9000  
OMAHA, NEBRASKA 68102-4901

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Invitation for Bids for  
**SALE AND OFF-SITE REMOVAL OF  
GOVERNMENT-OWNED FOREST PRODUCTS**

Location: Fort McCoy, Wisconsin

**INVITATION NO. DACA45-15-B-RE-0002, October 22, 2014**

Sealed bids, subject to the terms and conditions set forth herein, for the purchase and removal of the Government-owned forest products listed in this Invitation, will be received until the date, time and at the location indicated below, and then publicly opened. (SEE PRIVACY ACT NOTICES SHOWN BELOW AND ON PAGE 2 BEFORE COMPLETING THE BID FORMS.)

SEALED BIDS WILL BE OPENED	
Date:	Tuesday, December 16, 2014
Time:	10 a.m., Local Time
Location:	Bldg. 2168 Conference Room 2168 South Eighth Avenue Fort McCoy, Wisconsin 54656-5136

**BID DEPOSIT REQUIRED:**

- \*For bids less than or equal to \$5,000, 25% of the bid.
- \*For bids greater than \$5,000, 10% of the bid plus \$750.
- \*An additional 25% (performance deposit) will be required prior to start of harvesting operations.

**INSPECTION INVITED DECEMBER 1ST THRU DECEMBER 15TH, BY APPOINTMENT ONLY**

**FOR INFORMATION CONTACT:**

- James Kerkman, Forester, Fort McCoy, Wisconsin, Phone 608-388-2102 or
- Scott Hite, Omaha District, Corps of Engineers, Omaha, Nebraska, Phone 402-995-2868

**Privacy Act Notice.** The purpose of this Invitation is to solicit bids from prospective forest product purchasers to determine the best-qualified bidder, price and other consideration included. Information required from the bidder is voluntary; however, failure to furnish such information would disqualify the bid. Authority: 40 USC 545, Federal Property and Administrative Services Act of 1949, as amended.

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**US Army Corps  
of Engineers**



## SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- NOTICE TO BIDDERS

**\*\*\*RECOMMENDATION\*\*\***

IT IS RECOMMENDED THAT PRIOR TO SUBMITTING A BID, ALL INTERESTED PARTIES DISCUSS THE PROVISIONS OF THIS INVITATION FOR BIDS WITH THE FORT MCCOY FORESTER:

- James Kerkman, Phone 608-388-2102

**\*\*\*ERRORS AND OMISSIONS\*\*\***

BE SURE TO FILL OUT YOUR BID FORMS COMPLETELY. ERRORS AND OMISSIONS WILL DELAY BID ACCEPTANCE AND CONTRACT AWARD. PLEASE PAY SPECIAL ATTENTION TO THE FOLLOWING:

- Unit prices must be filled in on the Item Bid Page.
- Photocopied signatures on Bid forms and/or the Certificate of Corporate Bidder will not be accepted.
- The "Certificate as to Small Business Status" located in the center of the Bid page must be completed.
- Corporate Bidders must complete the Certificate of Corporate Bidder.
- CHECK YOUR MATH!!!

**PRIVACY ACT NOTICE - Data Required by the Privacy Act of 1974.**

Pursuant to Public Law 104-134, Section 31001(i), each person doing business with a federal agency (in this case the Department of the Army) is required to furnish to that agency such person's taxpayer identifying number. In this particular matter, you are considered as a person doing business with a federal agency. **Any person required to furnish a taxpayer identifying number is hereby informed that it is the federal agency's intent to use such taxpayer identifying number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government.**

The personal information requested on page 3 is needed and will be used to contact the bidders and, in the case of successful bidders, to prepare sale contracts. Page 3, containing a successful bidder's address, will be made available to the public upon request.

**\*\*\*RETURN WITH BID\*\*\***

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

<p align="center"><b>BID</b> (▶ = required to be completed by the Bidder.)</p>	<p align="center">DATE OF BID ▶ _____, 2014</p>
<p>In accordance with Invitation for Bids DACA45-15-B-RE-0002 dated October 22, 2014, and subject to (1) General Sale Terms and Conditions (Standard Form 114C), pages 14 to 17 attached hereto; and (2) Additional Terms and Conditions (Omaha District Supplement to Standard Form 114C), pages 18 to 23 attached hereto, the undersigned offers and agrees, if this Bid is accepted within 20 calendar days after date of bid opening, to purchase and pay for the forest products listed for sale on the Item Bid Page, pages 5 to 13 attached hereto, and to remove the property and perform the required work as specified herein, upon receipt of notice of Acceptance by the Government (see below).</p> <p>The total amount bid is ▶ \$ _____. (Sum of Bid Items 1 through 9)</p> <p>Attached is the required bid deposit in the amount of ▶ \$ _____. (see Condition 26a)</p> <p><i>All bidders should complete the "Certificate as to Small Business Status" set forth below. This certificate must be completed and made a part of every Invitation for Bid on the sale of Government-owned forest products with an estimated value of \$2,000 or more. Failure to properly execute this certificate will not invalidate a bid, but a proper statement must be signed before the bid is accepted by the Government. Refusal or delay in executing a proper statement is grounds for rejecting this bid. Intentional falsification of this certificate is a criminal offense punishable by a fine of not more than \$5,000 or by imprisonment for not more than two years or both. [Title 15, United States Code, Section 645(a).]</i></p> <p align="center"><b>CERTIFICATE AS TO SMALL BUSINESS STATUS</b> (Check the appropriate box)</p> <p>▶ The bidder certifies that he/she <input type="checkbox"/> is <input type="checkbox"/> is not a small business concern within the terms of the following definition (from 13 CFR Sec. 121.3-9):</p> <p><i>In sales of Government-owned forest products a "small business" is a concern that: (1) is primarily engaged in the logging or forest products industry; (2) is independently owned and operated; (3) is not dominant in its field of operation; and (4) together with its affiliates does not employ more than 500 persons.</i></p>	
<p>▶ NAME OF BIDDER (Type or print)</p> <p>▶ Check appropriate box: <input type="checkbox"/> Individual/Sole Proprietor  <input type="checkbox"/> Corporation (see page 4 and Condition 26f)  <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p> <p>▶ ADDRESS (Street, city, state and zip)</p>	<p>▶ SIGNATURE OF PERSON AUTHORIZED TO SIGN BID</p> <p>▶ SIGNER'S NAME AND TITLE (Type or print)</p>
<p>▶ SOCIAL SECURITY OR FEDERAL TAX ID NUMBER: _____</p>	<p>▶ WEEKDAY PHONE NUMBER: _____</p>
<p align="center"><b>ACCEPTANCE BY THE GOVERNMENT</b> (This Section for Government use only)</p>	
<p>ACCEPTED AS TO ITEMS NUMBERED</p>	<p>DATE OF ACCEPTANCE _____, 20____</p>
<p>TOTAL AMOUNT: \$ _____</p> <p>CONTRACT NUMBER: _____</p>	<p>UNITED STATES OF AMERICA</p> <p>BY _____ (Contracting Officer)</p> <p>TITLE OF CONTRACTING OFFICER</p>

**\*\*\*RETURN WITH BID\*\*\***

SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- BID AND AWARD

**CERTIFICATE OF CORPORATE BIDDER**

*(see Condition 26f)*

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_  
*(e.g., Secretary or Attesting Officer)*

of the corporation named as Bidder herein; that \_\_\_\_\_ who signed this bid

on behalf of the bidder, was then \_\_\_\_\_ of said corporation by authority of its governing  
*(Title)*

body and is within the scope of its corporate powers.

Signature \_\_\_\_\_ (CORPORATE SEAL)

*The signature of Secretary/Attesting Officer and the individual signing the bid above cannot be the same.*

**\*\*\*RETURN WITH BID\*\*\***

SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- ITEM 1 BID PAGE

AREA	ARTICLE FOR SALE		QUANTITY (NO. OF UNITS)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL BID PRICE
<b>TRACT 1-5</b>						
T17N, R3W Sec. 33						
<b>Training Area A-2</b>						
	Total Acres	Cruised Acres	<u>Species:</u>			
A	50	21	Cherry	10	CDS	\$ _____
			Jack Pine	140	CDS	\$ _____
			Red Maple	65	CDS	\$ _____
				4	MBF	\$ _____
			Oak	25	CDS	\$ _____
	29		Red Pine	330	CDS	\$ _____
-----						
	Total:		570	CDS		
			4	MBF		
	50 Acres					
<b>TOTAL BID FOR ITEM 1, TRACT 1-5:</b>						<b>\$ _____</b>
<b><u>BOUNDARIES:</u></b> Blue boundary on all sides.						
<b><u>CUTTING REGULATIONS:</u></b> Harvest all merchantable aspen, cherry, jack pine, red maple, white pine and orange marked trees (includes red pine, cherry and oak). Do not cut non-marked red pine or non-marked oak. No harvesting or forwarding April 1 thru August 31 of each year, except in plantation (allowed till April 30). All products must be removed by May 10 the year harvested. The contractor is required to treat red pine stumps as described in section 34.						
<b><u>CONTRACT PERIOD:</u></b> Through May 10, 2016.						
NOTE: This sale has access to Highway 71 via 1.5 miles of sand trails.						

**\*\*\*RETURN WITH BID\*\*\***

**SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- ITEM 2 BID PAGE**

AREA	ARTICLE FOR SALE		QUANTITY (NO. OF UNITS)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL BID PRICE
<b>TRACT 2-5</b>						
T17N, R3W Sec. 24						
<b>Training Area A-4</b>						
	Total Acres	Cruised Acres	<u>Species:</u>			
A	37	35	Jack Pine	250	CDS	\$ _____
		35	Red Maple	10	CDS	\$ _____
		35	White Pine	15	CDS	\$ _____
				2	MBF	\$ _____
	14	14	Red Pine	80	CDS	\$ _____
			Biomass	240	TONS	\$ _____
-----			-----			
	Total:		355	CDS		
			2	MBF		
			240	TONS		
	51 Acres					
<b>TOTAL BID FOR ITEM 2, TRACT 2-5:</b>						<b>\$ _____</b>
 <b><u>BOUNDARIES:</u></b> Blue boundary on all sides.						
 <b><u>CUTTING REGULATIONS:</u></b> Harvest all merchantable jack pine, red maple, white pine and orange marked red pine. Do not cut oak, or non-marked red pine. No harvesting or forwarding April 1 thru August 31 of each year. Harvesting/forwarding is allowed in the red pine plantation until April 30 <sup>th</sup> . All products must be removed by May 10 the year harvested. The contractor is required to treat red pine stumps as described in section 34.						
 <b><u>CONTRACT PERIOD:</u></b> Through May 10, 2016.						

**\*\*\*RETURN WITH BID\*\*\***

**SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- ITEM 3 BID PAGE**

AREA	ARTICLE FOR SALE	QUANTITY (NO. OF UNITS)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL BID PRICE												
<b>TRACT 3-5</b>																	
T17N, R2W Sec. 6 and 7																	
T17N, R3W Sec. 1 and 12																	
<b>Training Area B-19</b>																	
<table border="0"> <tr> <td>Total</td> <td>Cruised</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Acres</td> <td>Acres</td> <td><u>Species:</u></td> <td></td> <td></td> <td></td> </tr> </table>						Total	Cruised					Acres	Acres	<u>Species:</u>			
Total	Cruised																
Acres	Acres	<u>Species:</u>															
A	90	8	Jack Pine	10	CDS \$ _____	\$ _____											
		6	Aspen	10	CDS \$ _____	\$ _____											
		65	Oak	350	CDS \$ _____	\$ _____											
			Biomass	140	TONS \$ _____	\$ _____											
-----																	
	Total:		370	CDS													
			140	TONS													
	90 Acres																
<b>TOTAL BID FOR ITEM 3, TRACT 3-5: \$ _____</b>																	
<b><u>BOUNDARIES:</u></b> Blue boundary on one north side. Open drop zone or roads/trails on all other sides.																	
<b><u>CUTTING REGULATIONS:</u></b> Harvest all merchantable trees. Do not cut orange marked trees. Do not enter blue marked leave island. Approximately 75 cords are on steep slopes. Some metal contamination is possible. Biomass, slash only, is allowed to be removed. No harvesting or forwarding after April 1, 2015. All products must be removed by May 10, 2015. No extensions will be granted.																	
<b><u>CONTRACT PERIOD:</u></b> Through May 10, 2015.																	

**\*\*\*RETURN WITH BID\*\*\***

**SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- ITEM 4 BID PAGE**

AREA	ARTICLE FOR SALE		QUANTITY (NO. OF UNITS)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL BID PRICE
<b>TRACT 4-5</b>						
T17N, R2W Sec. 5 and 6						
T18N, R2W Sec. 31 and 32						
<b>Training Area B-25</b>						
	Total Acres	Cruised Acres	<u>Species:</u>			
A	42	42	Red Pine	350	CDS	\$ _____
			Jack Pine	15	CDS	\$ _____
B	56	54	Red Pine	190	CDS	\$ _____
-----			-----			
Total:			555	CDS	-----	
98 Acres						
<b>TOTAL BID FOR ITEM 4, TRACT 4-5:</b>						<b>\$ _____</b>
<b><u>BOUNDARIES:</u></b> Paved roads, trails or distinct timber type changes on all sides.						
<b><u>CUTTING REGULATIONS:</u></b> Area A; harvest all merchantable jack pine and orange marked red pine and oak that is in way of operations. Area B; harvest all orange marked red pine. Parts of the red pine have fire char present, volume excludes fire char. End pieces may be butted off and left in plantation. No harvesting or forwarding April 30 thru August 31 each year. All products must be removed by May 10 the year harvested. The contractor is required to treat red pine stumps as described in section 34.						
<b><u>CONTRACT PERIOD:</u></b> Through May 10, 2016. Area B must be harvested by April 30, 2015.						
NOTE: This sale has access to Highway 21 via 2 miles of paved and gravel roads. Access may be limited in this area due to military use of the area.						

\*\*\*RETURN WITH BID\*\*\*

SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- ITEM 5 BID PAGE

AREA	ARTICLE FOR SALE		QUANTITY (NO. OF UNITS)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL BID PRICE
<b>TRACT 5-5</b>						
T18N, R2W Sec. 29 and 30						
<b>Training Area B-32, 33</b>						
	Total Acres	Cruised Acres	<u>Species:</u>			
A	17	4	Aspen	40	CDS	\$ _____
		13	Jack Pine	150	CDS	\$ _____
B	53	53	Red Pine	355	CDS	\$ _____
-----			-----			
Total:			545	CDS	-----	
70 Acres						
<b>TOTAL BID FOR ITEM 5, TRACT 5-5:</b>						<b>\$ _____</b>
<b><u>BOUNDARIES:</u></b> Blue boundary on the east side of area A, roads, trails, or distinct timber type changes on all other sides.						
<b><u>CUTTING REGULATIONS:</u></b> Harvest all merchantable aspen, red maple, jack pine and orange marked red pine in both areas. Do not cut oak, or non-marked red pine. No harvesting or forwarding April 30 thru August 31 of each year in Area A. Work in Area B is allowed through May 10. All products must be removed by May 10 the year harvested. The contractor is required to treat red pine stumps as described in section 34.						
<b><u>CONTRACT PERIOD:</u></b> Through May 10, 2016.						
NOTE: This sale has access to Highway 16 via gravel roads and trails. Due to the close proximity of the Training Facility, access may be limited during certain periods of time.						

**\*\*\*RETURN WITH BID\*\*\***

SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- ITEM 6 BID PAGE

AREA	ARTICLE FOR SALE		QUANTITY (NO. OF UNITS)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL BID PRICE
<b>TRACT 6-5</b>						
T17N, R2W Sec. 4						
T18N, R3W Sec. 33						
<b>Training Area B-26 and B-27</b>						
Total Cruised						
Acres Acres Species:						
A	16	15	Jack Pine	115	CDS \$ _____	\$ _____
			Oak	115	CDS \$ _____	\$ _____
				11	MBF \$ _____	\$ _____
B	41	41	Jack Pine	290	CDS \$ _____	\$ _____
			Oak	80	CDS \$ _____	\$ _____
-----						
Total:			600	CDS	-----	
57 Acres			11	MBF		
<b>TOTAL BID FOR ITEM 6, TRACT 6-5:</b>						<b>\$ _____</b>
<b><u>BOUNDARIES:</u></b> Blue boundary on all sides, except when bordering main road.						
<b><u>CUTTING REGULATIONS:</u></b> Area A; harvest all merchantable trees except orange marked leave trees. Area B; harvest all jack pine, white pine and oak smaller that 12 inches at DBH. Cut stumps as low as possible. No harvesting or forwarding April 1 thru August 31 of each year. All products must be removed by May 10 the year harvested.						
<b><u>CONTRACT PERIOD:</u></b> Through May 10, 2016.						

\*\*\*RETURN WITH BID\*\*\*

SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- ITEM 7 BID PAGE

AREA	ARTICLE FOR SALE		QUANTITY (NO. OF UNITS)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL BID PRICE
<b>TRACT 7-5</b>						
T18N, R3W Sec. 34 and 35						
<b>Training Area B-28</b>						
	Total Acres	Cruised Acres	<u>Species:</u>			
A	32	32	Birch	30	CDS	\$ _____
		32	Mixed Oak	260	CDS	\$ _____
				11	MBF	\$ _____
		32	Red Oak	71	MBF	\$ _____
		32	Red Oak Veneer	3	MBF	\$ _____
		3	Jack Pine	30	CDS	\$ _____
			Biomass	220	TONS	\$ _____
-----			-----			
	Total:		320	CDS		
			85	MBF		
			220	TONS		
32 Acres						
<b>TOTAL BID FOR ITEM 7, TRACT 7-5:</b>						<b>\$ _____</b>
<b>BOUNDARIES:</b> Blue boundary on all sides.						
<b>CUTTING REGULATIONS:</b> Harvest all merchantable aspen, birch, jack pine, red maple, red oak, white pine, mixed oak and orange marked oak. Small amounts of aspen and red maple are included in birch pulp volume. Do not cut non-marked oak. The number of sawlog trees marked by DBH is illustrated at Exhibit "E." No harvesting or forwarding April 1 thru August 31 of each year. All products must be removed by May 10 the year harvested. Biomass, slash only, is allowed to be removed.						
<b>CONTRACT PERIOD:</b> Through May 10, 2016.						

\*\*\*RETURN WITH BID\*\*\*

SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- ITEM 8 BID PAGE

AREA	ARTICLE FOR SALE		QUANTITY (NO. OF UNITS)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL BID PRICE
<b>TRACT 8-5</b>						
T19N, R2W Sec. 21 and 28						
<b>Training Area C-12</b>						
	Total Acres	Cruised Acres	<u>Species:</u>			
A	30	12	Jack Pine	80	CDS	\$ _____
		14	Red Maple	75	CDS	\$ _____
				12	MBF	\$ _____
		16	White Pine	100	CDS	\$ _____
				6	MBF	\$ _____
B	26	2	Aspen	10	CDS	\$ _____
		26	Red Maple	115	CDS	\$ _____
				14	MBF	\$ _____
		26	White Pine	85	CDS	\$ _____
				14	MBF	\$ _____
-----			-----			
	Total		465	CDS		
			46	MBF		
56 Acres						
<b>TOTAL BID FOR ITEM 8, TRACT 8-5:</b>						\$ _____
<b>BOUNDARIES:</b> Blue boundary on all sides.						
<b>CUTTING REGULATIONS:</b> Harvest all merchantable aspen, jack pine, red maple, birch, white pine smaller than 12" at DBH and orange marked white pine and oak. Do not cut non-marked oak. Do not enter blue marked leave island. Small amounts of birch included in red maple volume. Access to and parts of area B are wet, solid ground conditions only. No harvesting or forwarding April 1 thru August 31 of each year. All products must be removed by May 10 the year harvested.						
<b>CONTRACT PERIOD:</b> Through May 10, 2017.						

**\*\*\*RETURN WITH BID\*\*\***

SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- ITEM 9 BID PAGE

AREA	ARTICLE FOR SALE		QUANTITY (NO. OF UNITS)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL BID PRICE
<b>TRACT 9-5</b>						
T19N, R2W Sec.18 and 19						
<b>Training Area C-14 and M-6</b>						
Total Cruised						
Acres Acres <u>Species:</u>						
A	96	56	Aspen	30	CDS	\$ _____
		56	Red Oak	25	MBF	\$ _____
		56	Mixed Oak	400	CDS	\$ _____
				21	MBF	\$ _____
		56	Red Maple	20	CDS	\$ _____
		40	Jack Pine	350	CDS	\$ _____
		40	White Pine	40	CDS	\$ _____
				6	MBF	\$ _____
-----			-----			
	Total		840	CDS		
			52	MBF		
	96 Acres					
<b>TOTAL BID FOR ITEM 9, TRACT 9-5:</b>						<b>\$ _____</b>
 <b><u>BOUNDARIES:</u></b> Blue boundary on all sides.						
<b><u>CUTTING REGULATIONS:</u></b> Harvest all merchantable aspen, jack pine, red maple, white pine, oak 7" or smaller at DBH and orange marked oak. Do not cut non-marked oak. The number of oak sawlog trees marked for harvest by DBH is illustrated at Exhibit "F." No harvesting or forwarding April 1 thru August 31 of each year. All products must be removed by May 10 the year harvested.						
<b><u>CONTRACT PERIOD:</u></b> Through May 10, 2016.						

<b>SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS</b>	INVITATION FOR BIDS NO. DACA45-15-RE-B-0002	PAGE NO. 14
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**1. INSPECTION.**

The Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation.

**2. CONDITION AND LOCATION OF PROPERTY.**

Unless otherwise provided in the Invitation, all property listed therein is offered for sale "as is" and "where is." Unless otherwise provided in the Invitation, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose. Except as provided in Conditions No. 12 and 14 or other special conditions of the Invitation, no request for adjustment in price or for rescission of the sale will be considered. This is not a sale by sample.

**3. CONSIDERATION OF BIDS.**

a. Unless otherwise provided in the Invitation, telegraphic or telephonic bids will not be considered.

b. The Bidder agrees that his/her bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (60 calendar days if no period is specified by the Government or by the Bidder, but not less than 10 calendar days in any case) and that during such period his/her bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, including bids under which a Bidder would take unfair advantage of the Government or other Bidders, to waive any technical defects in bids, and unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that time.

**4. FORMS OF BID DEPOSITS AND PAYMENTS.**

Unless otherwise provided in the Invitation, bid deposits (when required by the Invitation) and payments shall be in U.S. currency or any form of credit instruments other than promissory notes, made payable on demand in U.S. currency: Provided, That uncertified personal or business checks must be first party in price **THIS CONDITION DELETED** any personal or business check which was not paid by the drawee for any reason and the Bidder, Purchaser, and the Drawer of the check were so notified in writing by the selling agency, uncertified personal or business checks will not be an acceptable form of bid deposit or payment. Bids submitted after the effective date specified in the written notification referred to which are not accompanied by the property bid deposit will be summarily rejected.

**5. BID PRICE DETERMINATION.**

When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.

a. In the event the Bidder inserts a total price on the item but fails to insert a unit price, the Government will determine the unit price by dividing the total price by the quantity of the item set out in the Invitation. The unit price so determined shall be used for the purpose of bid evaluation, award, and all phases of contract administration.

b. When bids are solicited on a "lot" basis, Bidders should submit a single total price in the Total Price Bid column of the bid sheet. Bidders should not make any entry in the Unit Price Bid column. In the event a Bidder submits a total bid price and also a unit bid price which are not identical, the unit bid price will not be considered.

**6. PAYMENT.**

The Purchaser agrees to pay for property awarded to him/her in accordance with the prices quoted in his/her bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price, after applying the total bid deposit, if any, must be made within the time specified in the Invitation and prior to delivery of any of the property. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, where the total sum becoming due to the Government from the Purchaser on a contract awarded to him/her under the Invitation is less than the total amount deposited with his/her bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be promptly refunded to the Bidder. No refund or demands will be made for any amount less than one dollar (\$1).

**7. TITLE.**

Unless otherwise provided in the Invitation, title to the property sold hereunder shall vest in the Purchaser as and when payment is effected. **THIS CONDITION DELETED** of release, standard form of, will be furnished for each vehicle and piece of equipment unless otherwise provided in the Invitation.

**8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.**

a. Unless otherwise provided in the Invitation, the Purchaser shall be entitled to obtain the property upon full payment therefor with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the Invitation, and unless otherwise provided in the Invitation, loading will not be performed on Saturdays, Sundays, Federal holidays, or any date that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement of the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the Invitation, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.

b. Where it is provided in the Invitation that the Government will not load or that the Purchaser will load, the Purchaser will make all arrangements and perform all work necessary to effect removal of the property. The Purchaser shall remove the property at his/her expense within the period of time allowed in the Invitation. If the Contracting Officer determines that the failure to remove the property within the period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reason-

able extension of time for removal shall be allowed. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and sever weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the Contracting Officer pursuant to this clause, the Government, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during the removal operations by the Purchaser or his/her authorized representative.

c. Items purchased under the Invitation will be released only to the Purchaser or his/her authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property location before any delivery of release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

d. Segregation, culling, or selection of property for the purpose of effecting partial or increment removals will not be permitted except as specifically authorized and prescribed by the Government.

#### 9. DEFAULT.

If, after the award, the Purchaser breaches the contract by failure to make payment within the time allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 8, then the Government may send the Purchaser a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow) the Purchaser shall lose all right, title, and interest which he/she might otherwise have acquired in and to such property as to which a default has occurred. The Purchaser agrees that in the event he/she fails to pay for the property or remove the same within the prescribed period(s) of time, the Government shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 20 percent of the purchase price of the item(s) as to which the default has occurred, or (b) \$25, whichever is greater: Provided, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in (b) above is applicable, shall be determined by the total purchase price reflected in the award documents: Provided further, That the maximum sum which may be recovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the formula amount. The Government shall specifically apprise the Purchaser, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his/her obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

#### 10. SETOFF OF REFUNDS.

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him/her to satisfy, in whole or in part, any debts arising out of prior transactions with the Government.

#### 11. INTEREST.

Notwithstanding any other provision of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the **THIS CONDITION DELETED** at the **THIS CONDITION DELETED** the Act of 1978 (Public Law 95-563), from the date of first written demand until paid.

#### 12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Unless otherwise provided in the Invitation, when property is sold by a unit other than "weight", the Government reserves the right to vary the quantity tendered or delivered to the Purchaser by 10 percent; when the property is sold by "weight", the Government reserves the right to vary the weight tendered or delivered to the Purchaser by 25 percent. The purchase price will be adjusted upward or downward in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the Invitation, no adjustment for such variation will be made where property is sold on a "price for the lot" basis.

#### 13. WEIGHING, SWITCHING, AND SPOTTING.

Where weighing is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all expenses of weighing the property (unless Government scales are available on the premises). All switching and spotting charges shall be paid by the Purchaser unless such services are performed with Government-owned or Government-operated locomotives on Government property. When removal is by truck, weighing shall be under the supervision of the Government and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes.

#### 14. RISK OF LOSS.

Unless otherwise provided in the Invitation, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. At the discretion of the Contracting Officer, the adjustment may consist of rescission. With respect to losses only, in the event the property is offered for sale by the "lot," no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

#### 15. LIMITATION ON GOVERNMENTS LIABILITY.

Except for reasonable packing, loading, and transportation costs (such packing, loading, and transportation costs being recoverable only when a return of property at Government cost is specifically authorized in writing by the Contracting Officer), the measure of the Government's liability, in any case where liability of the Government to the Purchaser has been established, shall not exceed refund of such portion of the purchase price as the Government may have received.

#### 16. ORAL STATEMENTS AND MODIFICATIONS.

Any oral statement or representation by any representative of the Government, changing or supplementing the Invitation or





## SALE OF GOVERNMENT-OWNED FOREST PRODUCTS - ADDITIONAL TERMS AND CONDITIONS

26. DEPOSITS, PAYMENTS AND BIDDING REGULATIONS

a. The sale will be on an all-cash basis. A bid will not be considered unless it is accompanied by a deposit as follows:

(1) For bids less than or equal to \$5,000, the bid deposit amount will be equal to twenty-five percent (25%) of the total bid amount.

(2) For bids greater than \$5,000, the bid deposit amount will be the sum of ten percent (10%) of the total bid amount plus \$750. (Example: If Bid is \$5,001, then bid deposit is \$1,250.10, i.e., \$500.10 + \$750)

Bid deposits must be in the form of a money order or check, payable to the order of the "FAO USAED – OMAHA." The deposit of the successful bidder will be retained by the Government and applied as partial payment of the purchase price. The balance of the purchase price for the purchased timber must be paid as provided by Condition No. 26b and 26d hereof.

b. Payments for forest products must be in the form of a money order or check, payable to the order of the "FAO USAED – Omaha." All tracts are lump sum sales.

(1) Lump Sum Sales. Title to all forest products shall remain with the Government and shall not be removed until the products are paid for by the Purchaser. The remainder of the purchase price for lump sum sales may be paid in no more than three equal payments. The Purchaser will keep track of the amount of timber removed and make a prepayment before the value of timber removed is greater than the sum in the Purchaser's account. Total payment in full must be received on or prior to the Tract completion date and before the final removal of harvested timber.

(2) Scaled Sales. Title to all forest products shall remain with the Government and shall not be removed until the contractor provides a prepayment for the estimated volume to be removed. The contractor is required to supply the installation forester with two logs weekly while the scaled sale is active: 1) The forwarder/skidder operator must keep a daily log of loads brought to the landing. 2) The truck driver must keep a daily log of number of loads hauled off the installation and delivered to a mill, including the approximate time each load departed Fort McCoy. Each log will contain the name of the vehicle operator

c. The Purchaser shall, prior to beginning harvesting operations, deposit with a representative of the Omaha District, Corps of Engineers, a check or money order payable to the "FAO USAED – OMAHA," for a sum equal to twenty-five percent (25%) of the bid price of each item as a performance deposit. In lieu of a cash deposit, the Purchaser may furnish a performance bond with surety approved by and in a form acceptable to the said District Engineer, the penal sum of such bond to be the same as the total performance deposits provided for above. This deposit is to ensure faithful performance of the contract. In the event the contract for sale and removal is not performed to the complete satisfaction of the Commander, Fort McCoy, the timber or any portion of it remaining shall be forfeited and the deposit and payment which have been made will be retained as liquidated damages. If the contract is performed to the satisfaction of the Government, said deposit shall be promptly returned to the Purchaser, or, if a surety bond is furnished, the Purchaser will be relieved of any further liability under the surety bond.

d. All payments due under the terms of this contract must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982 (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

SALE OF GOVERNMENT-OWNED FOREST PRODUCTS - ADDITIONAL TERMS AND CONDITIONS

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid debt or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

e. Additional copies of this Invitation for Bids (IFB) may be secured from:

(1) James Kerkman, Directorate of Public Works, ATTN: IMMC-PWE-N, 2171 South 8<sup>th</sup> Avenue, Fort McCoy, Wisconsin 54656-5136, telephone 608-388-2102; or

(2) Scott Hite, Omaha District, Corps of Engineers, ATTN: CENWO-RE-M, 1616 Capitol Ave, Omaha, Nebraska 68102-4901, telephone 402-995-2868, fax 402-995-2861 or email Scott.A.Hite@usace.army.mil.

f. A bid executed by an attorney or agent on behalf of the bidder must be accompanied by two authenticated copies of his power of attorney or other evidence of his authority to act on behalf of the bidder. If the bidder is a corporation, the CERTIFICATE OF CORPORATE BIDDER (see Page 4 of this IFB) must be executed. If the bid is signed by the secretary of the corporation, the CERTIFICATE must be executed by some other officer of the corporation under the corporate seal. In lieu of the CERTIFICATE OF CORPORATE BIDDER, there must be attached to the bid copies so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

g. Bidder should use the enclosed envelope to submit his bid or forward his bid within an envelope containing the following information:

RETURN ADDRESS

STAMP

**SEALED BID FOR HARVEST/SALE OF FOREST PRODUCTS - DO NOT OPEN IN MAILROOM**

INVITATION NO. DACA45-15-B-RE-0002

TO: DISTRICT ENGINEER  
 OMAHA DISTRICT, CORPS OF ENGINEERS  
 C/O DIRECTORATE OF PUBLIC WORKS  
 ATTN: IMMC-PWE-N (JAMES KERKMAN)  
 2171 SOUTH EIGHTH AVENUE  
 FORT MCCOY WI 54656-5136

TO BE OPENED:

DATE: TUESDAY, DECEMBER 16, 2014  
 TIME: 10 a.m., LOCAL TIME  
 PLACE: BLDG. 2168 CONFERENCE ROOM  
 2168 SOUTH EIGHTH AVENUE  
 FORT MCCOY, WISCONSIN

h. It is the duty of each bidder to see that his bid is delivered by the time and at the place prescribed in this IFB. Bids received prior to the time of opening will be securely kept, unopened. The person whose duty it is to open them will decide when the specified time has arrived, and no bid or modification of a bid or withdrawal of a bid received thereafter will be considered, except that those received before award is made but delayed in the mails by occurrences beyond control of the bidder may be considered if written certification is furnished by authorized postal authorities to that effect. No responsibility will be attached for the premature opening of a bid not properly addressed and identified. Electronic transmission (i.e., telefax) of bids will not be considered. Any modification which increases the amount of a bid already submitted or which submits bids on items not previously bid upon must provide for an increased bid deposit.

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

j. The right is reserved, as the interest of the Government may require, to withdraw any and all items from the sale, to reject any and all bids, and to waive any defect or informality in bids received.

## SALE OF GOVERNMENT-OWNED FOREST PRODUCTS - ADDITIONAL TERMS AND CONDITIONS

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

l. Any property of the United States damaged or destroyed by a bidder will be promptly repaired or replaced by the bidder to the satisfaction of the Director of Public Works, Fort McCoy, or, in lieu of such repair or replacement, the bidder will, if so required by the said District Engineer, pay an amount sufficient to compensate for the loss sustained by the United States.

m. That, except as otherwise provided in this IFB, any dispute concerning a question of fact arising under this IFB, which is not disposed of by agreement, shall be decided by the District Engineer, who shall reduce his decision to writing, and mail, or otherwise furnish, a copy thereof to the bidder. The decision of the District Engineer shall be final and conclusive, unless, within thirty (30) days from the date of receipt of such copy, the bidder mails, or otherwise furnishes, to the District Engineer a written appeal addressed to the Secretary of the Army. The decision of the Secretary, or his duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the bidder shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the bidder shall proceed diligently with the performance of his contract and in accordance with the District Engineer's decision. This condition does not preclude consideration of questions in connection with those decisions provided for in the above paragraph; provided that nothing in this condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

n. Officers and enlisted personnel of the Armed Forces on active duty, civilian employees of the military establishment, and immediate members of their households, dependents, or agents will be excluded from the field of bidders, and bids from such persons will not be accepted or considered.

#### 27. CONTRACT

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

#### 28. CONTRACT PERIOD

Timber designated for harvest on tracts 1-5 and 2-5 will be cut and paid for by April 1, 2016, with harvesting and payment allowed on plantation areas until April 30, 2016 and all cut products must be removed by May 10 of the year harvested. Timber designated for harvest on tract 3-5 will be paid for and cut prior to April 1, 2015 and the cut timber removed by May 10, 2015. Timber designated for harvest on tracts 4-5 and 5-5(A) will be cut and paid for prior to April 30, 2016 and the cut products removed by May 10 of the year harvested. Timber designated for harvest on tract 5-5(B) will be paid for and cut prior to May 10, 2016 and the cut timber removed by May 10 of the year harvested. Timber designated for harvest on tracts 6-5, 7-5 and 9-5 will be paid for and cut prior to April 1, 2016 and the cut products removed by May 10 of the year harvested. Timber designated for harvest on tract 8-5 will be cut and paid for by April 1, 2017 and products removed by May 10 of the year harvested. It is mandatory that the Purchaser complete tract cutting by the date designated. Time is of the essence. Purchaser is warned that extensions for completion of work will be granted, at the discretion of the District Engineer, only for unforeseen circumstances beyond the Purchaser's control. If an extension is granted, no fee shall be assessed for the first extension. A fee of five percent (5%) of the contract purchase price will be assessed for the second extension. A fee of ten percent (10%) of the contract purchase price will be assessed for each subsequent extension.

#### 29. WORKMEN'S COMPENSATION INSURANCE

Successful bidder will comply with all State of Wisconsin statutes as applied to Workmen's Compensation Insurance. Proof of workers compensation insurance coverage must be provided to the Directorate of Public Works, ATTN: IMMC-PWE-N (James Kerkman), 2171 South 8<sup>th</sup> Avenue, Fort McCoy, Wisconsin 54656-5136, prior to the start of harvesting operations.

## SALE OF GOVERNMENT-OWNED FOREST PRODUCTS - ADDITIONAL TERMS AND CONDITIONS

30. METHODS OF BIDDING AND MEASUREMENT

- a. Timber volume estimates have been made for each tract.
- b. Bids for saw timber and veneer saw timber will be submitted on a 1,000 board foot (MBF) basis using the Scribner Decimal "C" Log Rule. The merchantability limit will be 11 inches diameter inside bark (DIB) at the small end of the log for all species. The veneer log will be clear on three faces with up to two small defects allowed on the fourth face if small and in-line. Merchantability limit for veneer will be 13 inches DIB at the small end.

31. LOCATION AND DESCRIPTION OF TIMBER TO BE HARVESTED

A legend for the tract drawings is attached and made a part hereof marked Exhibit "A." The individual tract drawings including tract descriptions, timber species to be harvested, volume estimates, boundaries and cutting regulations are attached as Exhibit "B." An installation drawing showing the location of the tracts for sale is attached and made a part hereof marked Exhibit "C." The total volume of timber for sale by tract is shown on the table attached and made a part hereof marked Exhibit "D."

32. AWARD

The contract will be awarded to that responsible Bidder whose bid, conforming to the IFB, will be most advantageous to the Government, price and other factors considered. A written award mailed (or otherwise furnished) to the successful Bidder within the time for acceptance provided in the IFB shall be deemed to result in a binding contract without any further action by either party. Identical offers (bids) will be decided by drawing lots.

33. GENERAL INSTRUCTIONS

- a. Purchaser will be responsible for payment of all damage or loss of cut forest products under contract resulting from fire, flood, theft, or other causes for the duration of the contract.
- b. All pine slash must be lopped and scattered so that none is more than 30 inches from the ground unless indicated otherwise. All hardwood slash must be lopped and scattered so that none is more than 72 inches from the ground unless otherwise specified. Slash is defined as any tree tops, limbs, bark or abandoned forest products resulting directly from the cutting operation and left on the land after timber has been removed. Slash will be removed from the area within 50 feet of the back slope of the ditch line of any public road or highway and 25 feet from all graded roads or other designated roads. All sawlogs with a minimum length of 8 feet, and a minimum diameter of 11 inches, must be harvested. All trees are to be cut as low as possible to keep stumps low. The target stump height is 3 inches measured from the uphill side. Consideration for stumps higher than 3 inches is given for forked or large diameter trees.
- c. Unmarked or un-designated pine pulpwood trees cut or injured through carelessness shall be paid for at double the stumpage rate specified per cord. Any other size, class or species of tree damaged or unnecessarily injured will be paid for at \$50 per tree or double the appraised value, whichever is greater. 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.
- d. The Commander, Fort McCoy, 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 military activities.
- e. Roadways and trails shall be kept free from brush, logs and waste materials resulting from operations. **The location of all logging roads, landings and primary skid trails must be approved by the Director of Public Works, Fort McCoy, in advance of construction.** Purchasers will perform necessary work (in accordance with the Wisconsin Forestry Best Management Practices for Water Quality), to repair logging damage to soil surfaces on skid trails, haul roads, landings, etc. Purchasers will be solely responsible for damage to any access or logging roads utilized on property not owned by the U.S. Army.

## SALE OF GOVERNMENT-OWNED FOREST PRODUCTS - ADDITIONAL TERMS AND CONDITIONS

f. The Purchaser must provide at no cost to the Government, when called upon by the Director of Public Works, or his representative, 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 his negligence or by the negligence of his employees or agents.

g. Sawmills will not be permitted to operate on the reservation without written permission of the Commander, Fort McCoy, Wisconsin.

h. The Purchaser, its employees and agents will be required to comply with all security, safety, traffic, fire and other regulations of Fort McCoy. This provision also applies to all companies purchasing forest products from any purchaser who uses its own haulers or franchised hauler. Purchasers cannot park any vehicle on any road or major accessway that would impede the use of that road unless traffic control is provided. **There will be no harvesting activities allowed during the nine-day Wisconsin gun-deer hunting season.** The Purchaser, its employees and/or agents are expected to cooperate with Fort McCoy officials who may visit the sale area.

i. If, in the opinion of the Director of Public Works, Fort McCoy, conditions of the contract are not being complied with, he may suspend all operations under the contract. Cutting may not be resumed without written authorization of the Director of Public Works.

j. 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.

k. The Purchaser is prohibited from bringing into the installation, or having in his possession while on said installation, marking hammer, paint, or equipment similar to that used by the Government in marking trees and boundaries.

l. Cutting and hauling will be conducted during daylight only, and in accordance with the Fort McCoy Light Line restrictions in those areas so posted. Light Line restrictions prohibit the presence of civilians within the Light Line areas between sunset and sunrise. Specific Light Line areas can be identified by signs so posted. Deviations from the Light Line requirements may be allowed if it does not interfere with military training and the contractor submits a written request at least seven days in advance.

m. No dumping of any substances will be allowed on Fort McCoy property. 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 to the Fort McCoy Forester as soon as possible. If a spill occurs during off-duty hours, the fire department should be contacted: Building 1680, Phone 608-388-2508.

n. Archeological sites located in or near timber sale areas should not be disturbed. Report any artifacts to the Fort McCoy Forester who will inform the Fort McCoy Archeologist. Archeological sites include old homestead sites where building foundations are found. These areas will be marked or shown to the purchaser before logging begins.

o. Fort McCoy is home to various State and Federal threatened or endangered (T&E) species. Although all tracts have been surveyed for T&E species, additional restrictions may be placed on some of the tracts where suitable habitat is present. These restrictions may apply to the time of year harvest is allowed, where log and pulp landings are placed, where skid trails are located and where all vehicles can be driven/parked. If a wolf den is found during harvest, contact the forester immediately. Wolf dens have an opening approximately two feet high by two feet wide.

p. The Purchaser will assume responsibility for lock and key systems employed by their staff for accessing Fort McCoy gates. Gate use and the system employed will be authorized for use by Fort McCoy. Before and during the harvesting, it is the purchaser's responsibility to furnish the Fort McCoy Forester with a crew list of those entering the installation. Information will include the following vehicle details:

- |                |               |                          |
|----------------|---------------|--------------------------|
| (1) Make       | (3) Body type | (5) License plate number |
| (2) Model year | (4) Color     |                          |

## SALE OF GOVERNMENT-OWNED FOREST PRODUCTS - ADDITIONAL TERMS AND CONDITIONS

q. Purchaser must clean all off-road equipment prior to each and every entry on to Fort McCoy in order to prevent introduction or spread of noxious weeds on the installation. "Off-road equipment" includes all logging and construction equipment, except for log trucks, service vehicles, pickup trucks, cars and similar vehicles. The off-road equipment shall be free of soil, seeds, vegetative matter, or other debris that can hold seeds. A list of noxious weeds of concern to the Army is available at the forestry office in Building 2168. The location of noxious weeds growing in a Tract area will affect the placement and use of landings and skid trails. Fort McCoy will assist the Purchaser with cleaning off road equipment as necessary when relocating to different areas within a Tract. A preharvest meeting with the forestry staff is essential in properly placing landings and skid trails and harvesting sequence or other actions to reduce the spread of noxious weeds.

r. The Purchaser or a part of the crew is required to contact the Range Control radio room before entering and after departing the job site each day and report the training area they are occupying. The training areas are listed for each tract on the tract map. Call 608-388-4848 and choose #1 from the menu, "For emergencies or Range Control", to contact the radio room

s. The contractor may be allowed to stabilize sand or wet trails using wood chips from the nearest wood chip pile on Fort McCoy. The contractor must make a request by phone or in writing to the Installation forester at least two weeks prior to the date the chips are required. Permission will be granted to use wood chips that are in excess of the installation's requirements as determined by the Chief Compliance Branch, Environmental Division. The contractor must furnish equipment to load, haul, and spread the wood chips.

34. ANNOSUM ROOT ROT INSTRUCTIONS

Red pine thinning operations require stump treatment to prevent infection by annosum root rot. All stumps require treatment using a registered fungicide, except between the dates of December 1 and March 31. Deviations from these dates are left to the discretion of the installation forester and will be based on temperature and snow depth and may result in an increase or decrease in days that require treatment.

**SPECIAL INSTRUCTIONS TO BIDDER:** THE INTERSTATE COMMERCE ACT MAKES IT UNLAWFUL FOR ANYONE OTHER THAN THOSE DULY LICENSED UNDER THE ACT TO TRANSPORT THIS PROPERTY IN INTERSTATE COMMERCE FOR HIRE. ANYONE AIDING OR ABETTING IN SUCH VIOLATION IS A PRINCIPAL IN COMMITTING THE OFFENSE (49 U.S.C. 301-327 AND 19 U.S.C. 2).

The following exhibits are attached hereto and made a part of this Invitation for Bids:

**A - LEGEND**

**B - TRACT DRAWING AND OTHER INFORMATION PERTAINING TO EACH TRACT**

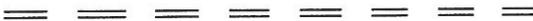
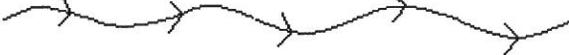
**C - INSTALLATION DRAWING SHOWING THE LOCATION OF ALL TRACTS**

**D - TABULATION SHEET - TIMBER SALE VOLUME BY TRACT**

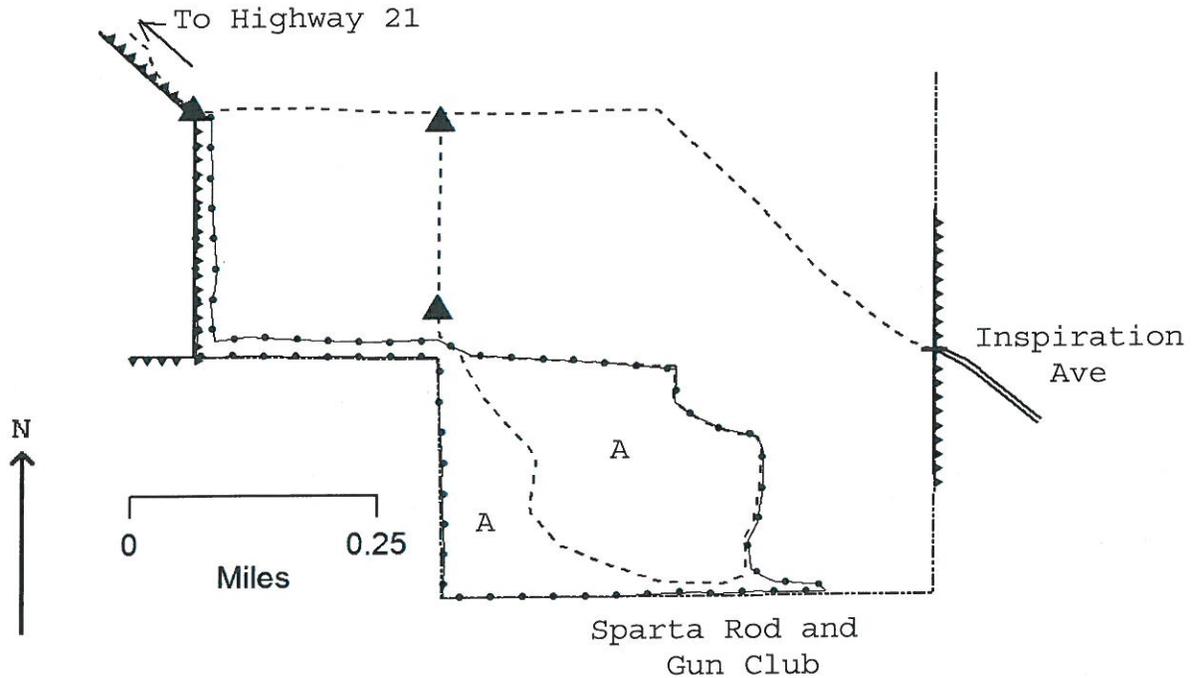
**E - DIAMETER AT BREAST HEIGHT (DBH) SHEET - TRACT 7-5**

**F - DIAMETER AT BREAST HEIGHT (DBH) SHEET - TRACT 9-5**

# LEGEND

	Firebreak
	Paint Line
	Paved Road
	Gravel Road
	Trail
	Stream
	Lake
	Swamp
	Powerline
	Landing
	Railroad
	Fence
	Fort Boundary
	Building
	Gate

TRACT NO. 1-5  
T17N, R3W Sec. 33  
Training Area A-2



Legend: See exhibit "A"

Boundaries: Blue boundary on all sides.

<u>Area</u>	<u>Total Acres</u>	<u>Cruised Acres</u>	<u>Species</u>	<u>Estimated Volume</u>
A	50	21	Cherry	10 cords
			Jack Pine	140 cords
			Red Maple	65 cords
			Oak	25 cords
			Red Pine	330 cords
		29		
	50			570 cords 4 MBF

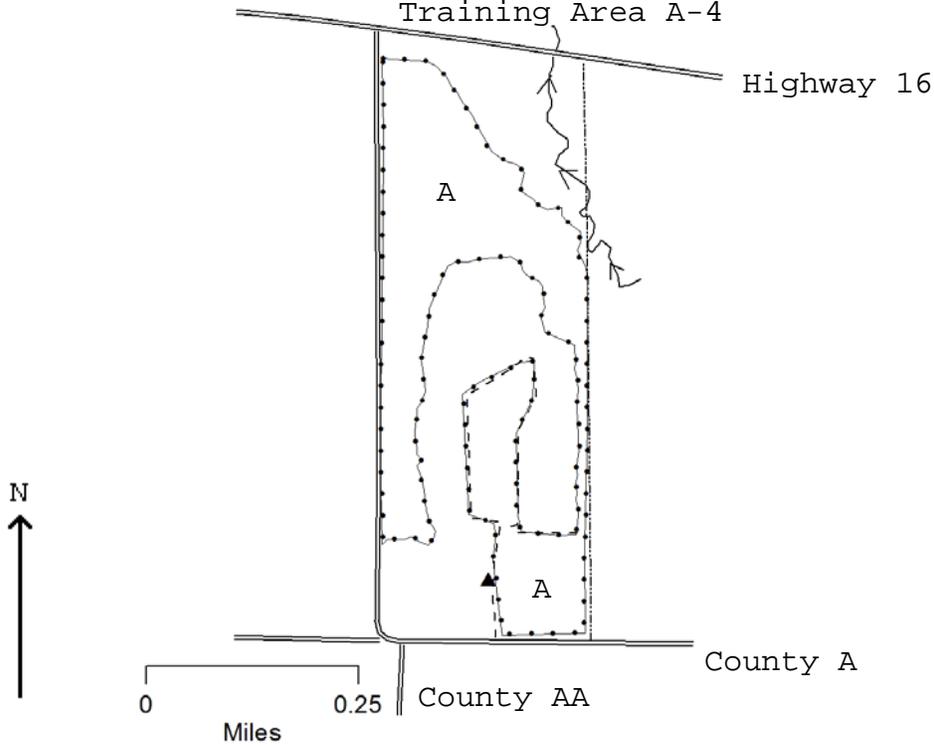
Cutting Regulations: Harvest all merchantable aspen, jack pine, red maple, white pine and orange marked trees (includes red pine, cherry and oak). Do not cut non-marked red pine or non-marked oak. No harvesting or forwarding April 1 thru August 31 of each year, except in plantation (allowed till April 30). All products must be removed by May 10 the year harvested. The contractor is required to treat red pine stumps as described in section 34.

Contract Period: Through May 10, 2016.

EXHIBIT "B"

NOTE: This sale has access to Highway 71 via 1.5 miles of sand trails.

TRACT NO. 2-5  
T17N, R3W Sec. 24  
Training Area A-4



Legend: See exhibit "A"

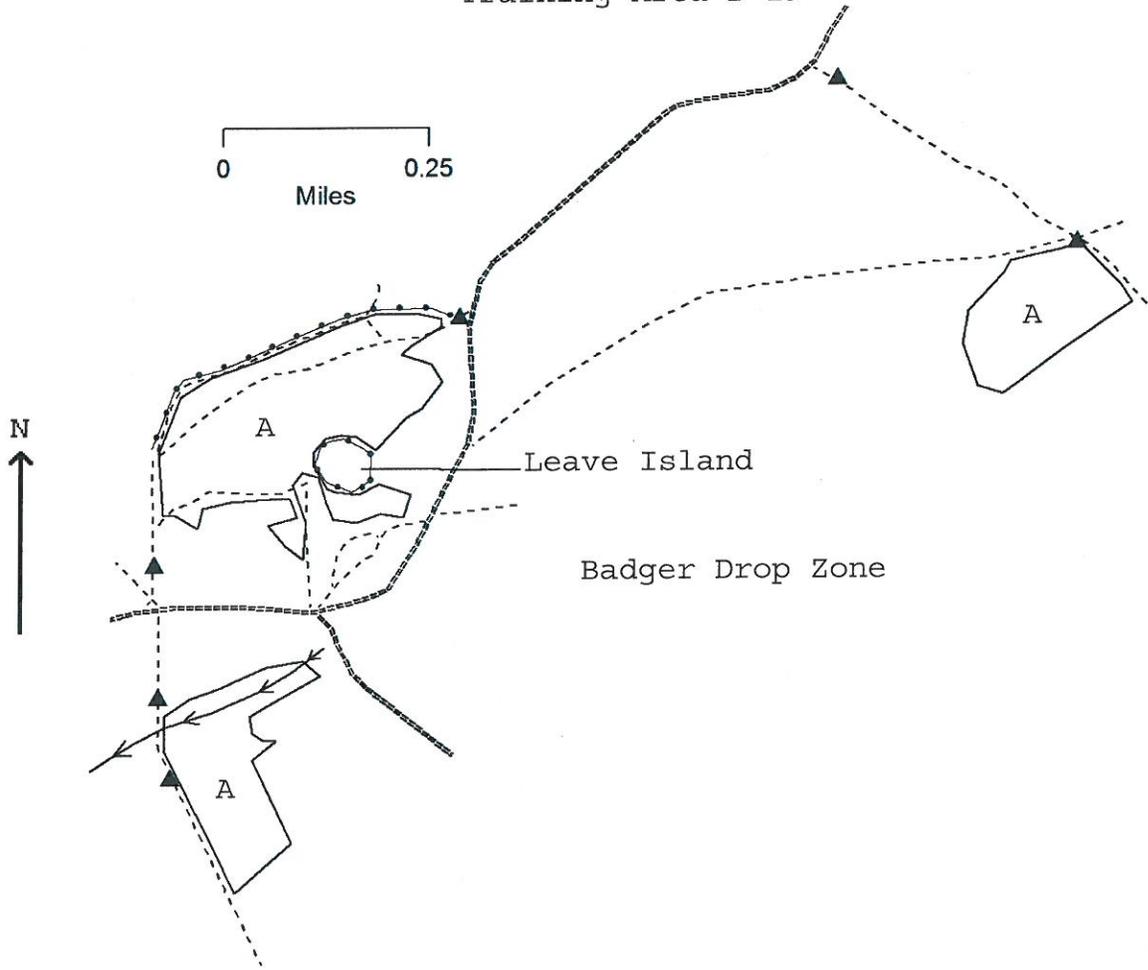
Boundaries: Blue boundary on all sides.

<u>Area</u>	<u>Total Acres</u>	<u>Cruised Acres</u>	<u>Species</u>	<u>Estimated Volume</u>
A	37	35	Jack Pine	250 cords
		35	Red Maple	10 cords
		35	White Pine	15 cords 2 MBF
		<u>14</u>	Red Pine	80 cords
			Biomass	<u>240 tons</u>
	51			355 cords 2 MBF 240 tons

Cutting Regulations: Harvest all merchantable jack pine, red maple, white pine and orange marked red pine. Do not cut oak, or non-marked red pine. No harvesting or forwarding April 1 thru August 31 of each year. Harvesting/forwarding is allowed in the red pine plantation until April 30th. All products must be removed by May 10 the year harvested. The contractor is required to treat red pine stumps as described in section 34.

Contract Period: Through May 10, 2016.

TRACT NO. 3-5  
T17N, R2W Sec. 6 & 7, T17N, R3W Sec. 1 & 12  
Training Area B-19



Legend: See exhibit "A"

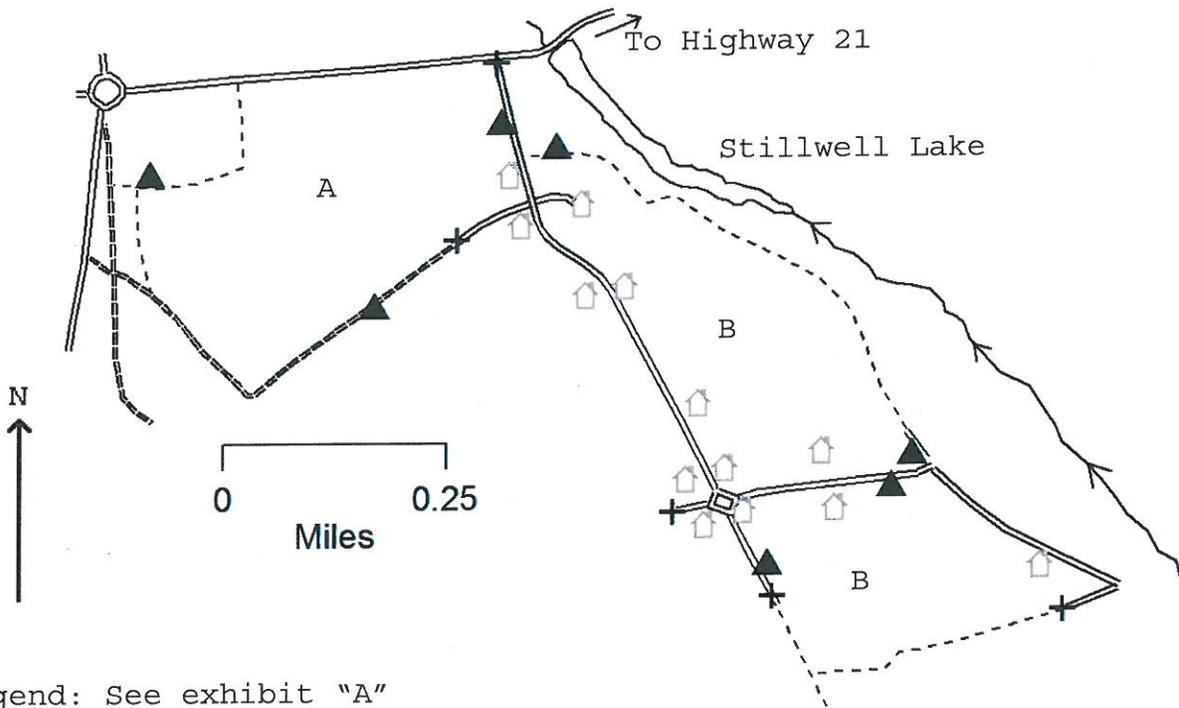
Boundaries: Blue boundary on one north side. Open drop zone or roads/trails on all other sides.

<u>Area</u>	<u>Total Acres</u>	<u>Cruised Acres</u>	<u>Species</u>	<u>Estimated Volume</u>
A	90	8	Jack Pine	10 cords
		6	Aspen	10 cords
		65	Oak	350 cords
			Biomass	<u>140 tons</u>
	90			370 cords
				140 tons

Cutting Regulations: Harvest all merchantable trees. Do not cut orange marked trees. Do not enter blue marked leave island. Approximately 75 cords are on steep slopes. Some metal contamination is possible. Biomass, slash only, is allowed to be removed.

No harvesting or forwarding after April 1, 2015. All products must be removed by May 10, 2015. No extensions will be granted.  
Contract Period: Through May 10, 2015.

TRACT NO. 4-5  
T17N, R2W Sec. 5 & 6 T18N, R2W Sec. 31 & 32  
Training Area B-25



Legend: See exhibit "A"

Boundaries: Paved roads, trails or distinct timber type changes on all sides.

<u>Area</u>	<u>Total Acres</u>	<u>Cruised Acres</u>	<u>Species</u>	<u>Estimated Volume</u>
A	42	42	Red Pine Jack Pine	350 cords 15 cords
B	<u>56</u>	54	Red Pine	<u>190 cords</u>
	98			555 cords

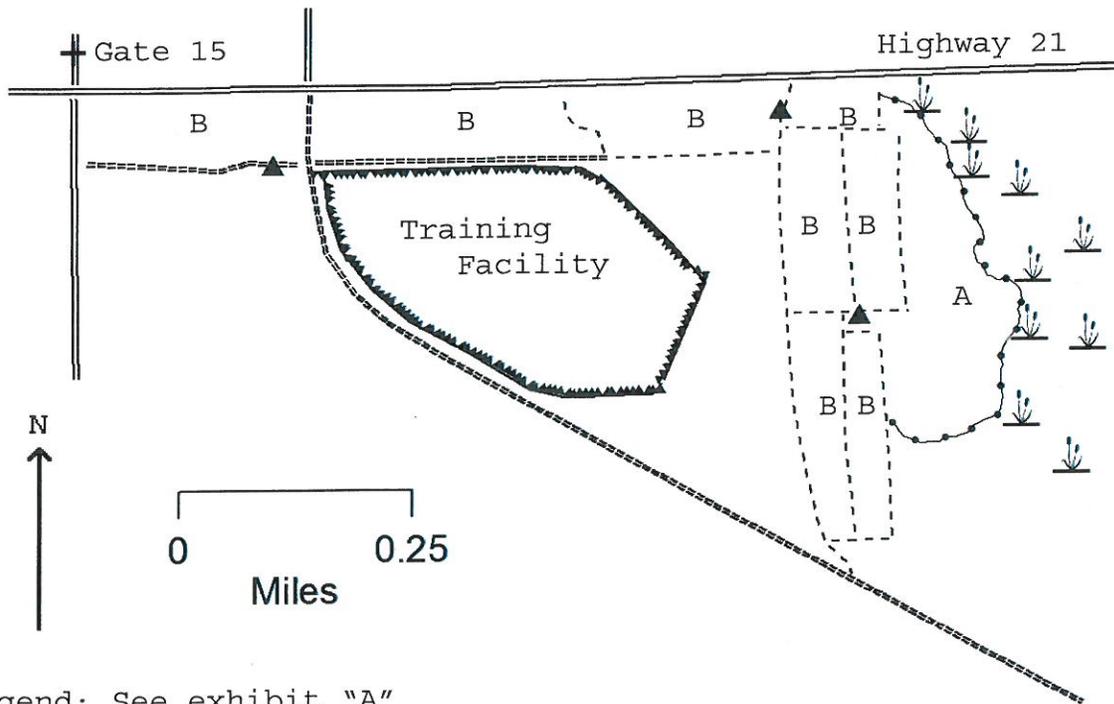
Cutting Regulations: Area A; harvest all merchantable jack pine and orange marked red pine and oak that is in way of operations. Area B; harvest all orange marked red pine. Parts of the red pine have fire char present, volume excludes fire char. End pieces may be butted off and left in plantation. No harvesting or forwarding April 30 thru August 31 of each year. All products must be removed by May 10 the year harvested. The contractor is required to treat red pine stumps as described in section 34.

Contract Period: Through May 10, 2016. Area B must be harvested by April 30, 2015.

NOTE: This sale has access to Highway 21 via 2 miles of paved and gravel roads. Access may be limited in this area due to military use of the area.

EXHIBIT "B"

TRACT NO. 5-5  
T18N, R2W Sec. 29 and 30  
Training Area B-32, 33



Legend: See exhibit "A"

Boundaries: Blue boundary on the east side of area A, roads, trails, or distinct timber type changes on all other sides.

<u>Area</u>	<u>Total Acres</u>	<u>Cruised Acres</u>	<u>Species</u>	<u>Estimated Volume</u>
A	17	4	Aspen	40 cords
		13	Jack Pine	150 cords
B	<u>53</u>	53	Red Pine	<u>355 cords</u>
	70			545 cords

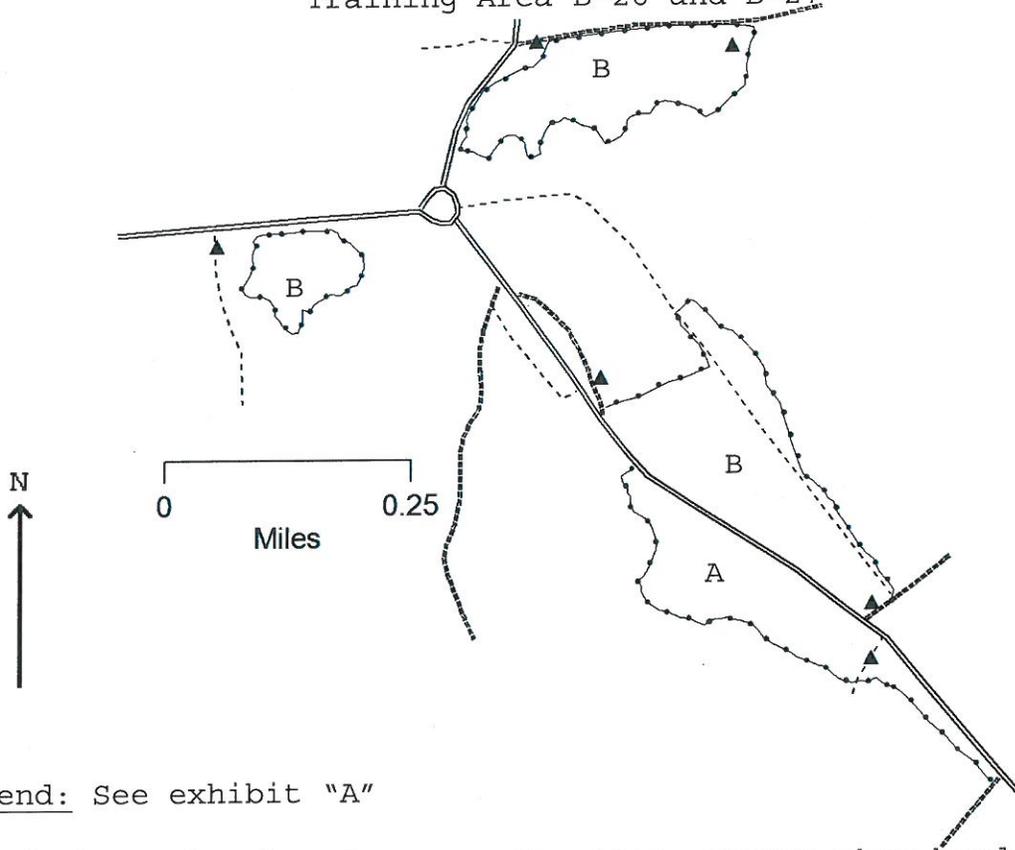
Cutting Regulations: Harvest all merchantable aspen, jack pine, red maple and orange marked red pine in both areas. Do not cut oak, or non-marked red pine. No harvesting or forwarding April 30 thru August 31 of each year in Area A. Work in Area B is allowed through May 10. All products must be removed by May 10 the year harvested. The contractor is required to treat red pine stumps as described in section 34.

Contract Period: Through May 10, 2016.

NOTE: This sale has access to Highway 16 via gravel roads and trails. Due to the close proximity of the Training Facility, access may be limited during certain periods of time.

EXHIBIT "B"

TRACT NO. 6-5  
T17N R2W Sec. 4 T18N R3W Sec. 33  
Training Area B-26 and B-27



Legend: See exhibit "A"

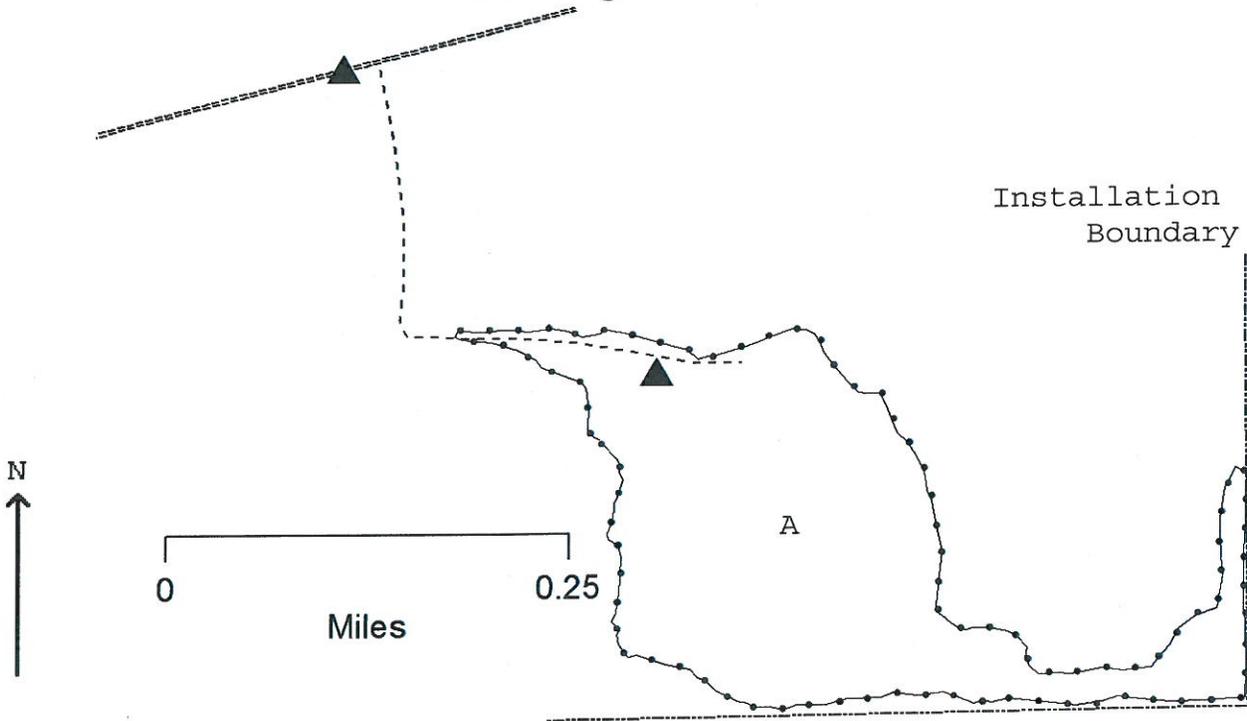
Boundaries: Blue boundary on all sides, except when bordering main road.

<u>Area</u>	<u>Total Acres</u>	<u>Cruised Acres</u>	<u>Species</u>	<u>Estimated Volume</u>	
A	16	15	Jack Pine Oak	115 cords 115 cords	11 MBF
B	<u>41</u>	41	Jack Pine Oak	290 cords 80 cords	
	57			600 cords	11 MBF

Cutting Regulations: Area A; harvest all merchantable trees except orange marked leave trees. Area B; Harvest all jack pine, white pine and oak smaller than 12 inches at DBH. Cut stumps as low as possible. No harvesting or forwarding April 1 thru August 31 of each year. All products must be removed by May 10 the year harvested.

Contract Period: Through May 10, 2016.

TRACT NO. 7-5  
T18N R3W Sec 34 and 35  
Training Area B-28



Legend: See exhibit "A"

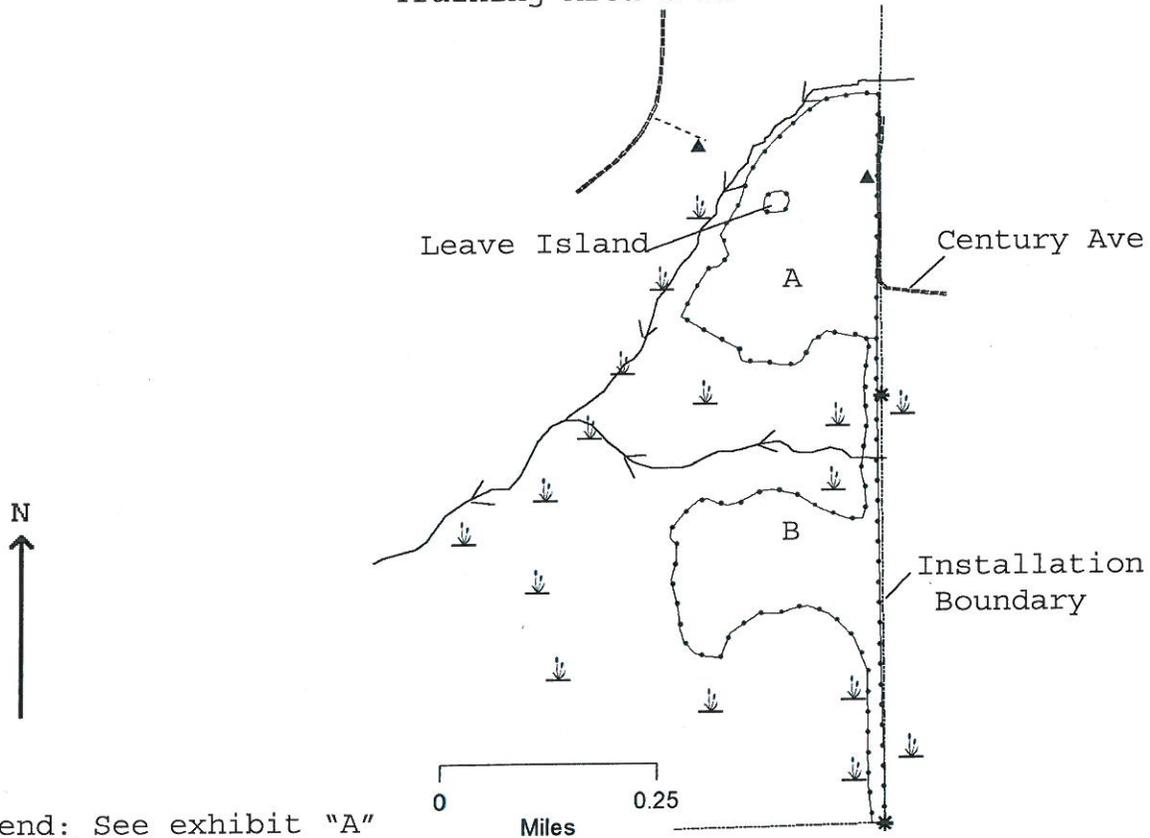
Boundaries: Blue boundary on all sides.

<u>Area</u>	<u>Total Acres</u>	<u>Cruised Acres</u>	<u>Species</u>	<u>Estimated Volume</u>
A	32	32	Birch	30 cords
		32	Mixed Oak	260 cords 11 MBF
		32	Red Oak	71 MBF
		32	Red Oak Veneer	3 MBF
		3	Jack Pine	30 cords
			Biomass	220 tons
	32			320 cords 85 MBF 220 tons

Cutting Regulations: Harvest all merchantable aspen, birch, jack pine, red maple, white pine and orange marked oak. Small amounts of aspen and red maple are included in birch pulp volume. Do not cut non-marked oak. The number of sawlog trees marked by DBH is illustrated at Exhibit "E". No harvesting or forwarding April 1 thru August 31 of each year. All products must be removed by May 10 the year harvested. Biomass, slash only, is allowed to be removed.

Contract Period: Through May 10, 2016.

TRACT NO. 8-5  
T19N R2W Sec 21 and 28  
Training Area C-12



Legend: See exhibit "A"

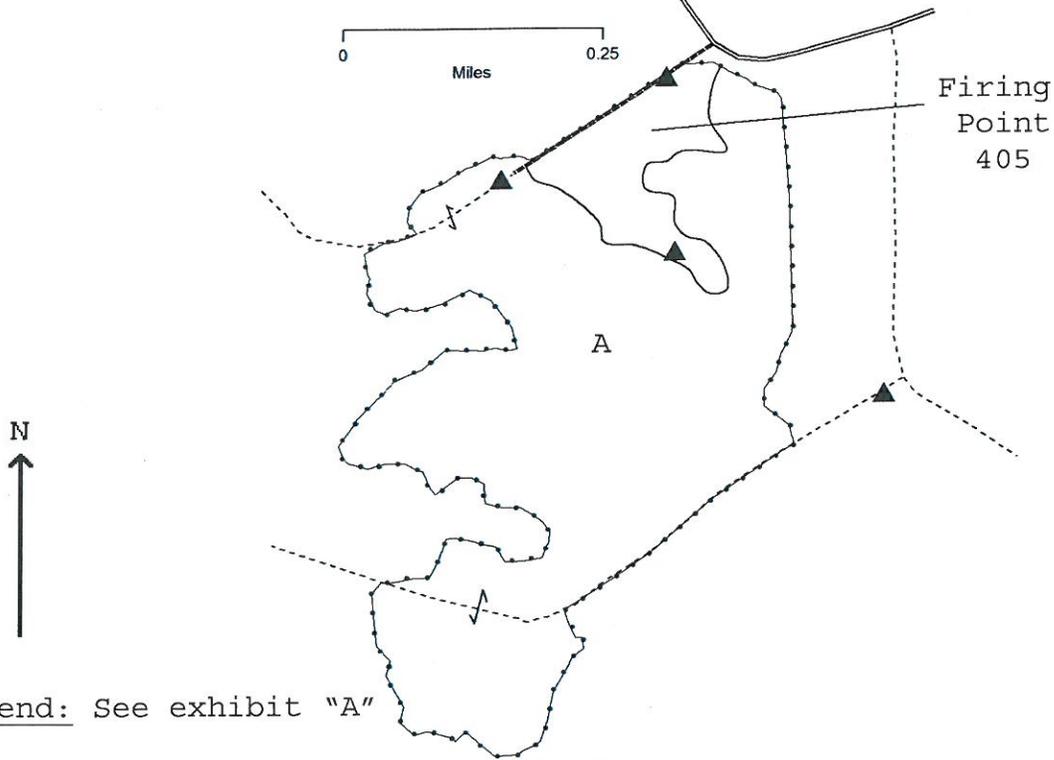
Boundaries: Blue boundary on all sides.

Area	Total Acres	Cruised Acres	Species	Estimated Volume	
A	30	12	Jack Pine	80 cords	
		14	Red Maple	75 cords	12 MBF
		16	White Pine	100 cords	6 MBF
B	26	2	Aspen	10 cords	
		26	Red Maple	115 cords	14 MBF
		26	White Pine	85 cords	14 MBF
	56			465 cords	46 MBF

Cutting Regulations: Harvest all merchantable aspen, jack pine, red maple, birch, white pine smaller than 12" at DBH and orange marked white pine and oak. Do not cut non-marked oak. Do not enter blue marked leave island. Small amounts of birch included in red maple volume. Access to and parts of area B are wet, solid ground conditions only. No harvesting or forwarding April 1 thru August 31 of each year. All products must be removed by May 10 the year harvested.

Contract Period: Through May 10, 2017.

TRACT NO. 9-5  
T19N R2W Sec 18 and 19  
Training Area C-14 and M-6



Legend: See exhibit "A"

Boundaries: Blue boundary on all sides.

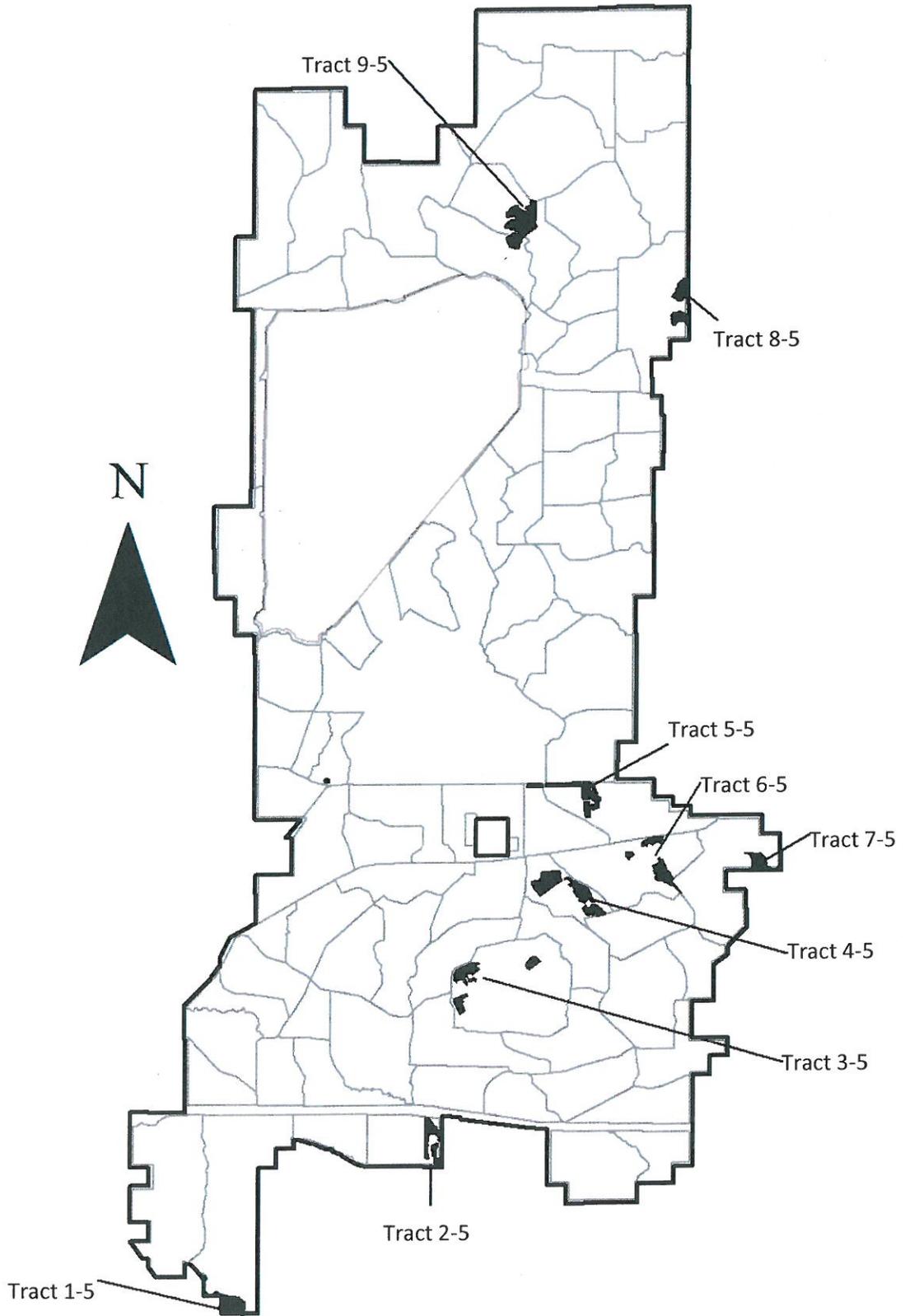
<u>Area</u>	<u>Total Acres</u>	<u>Cruised Acres</u>	<u>Species</u>	<u>Estimated Volume</u>	
A	96	56	Aspen	30 cords	
		56	Red Oak		25 MBF
		56	Mixed Oak	400 cords	21 MBF
		56	Red Maple	20 cords	
		40	Jack Pine	350 cords	
		40	White Pine	40 cords	6 MBF
	96			840 cords	52 MBF

Cutting Regulations: Harvest all merchantable aspen, jack pine, red maple, white pine, oak 7" or smaller at DBH and orange marked oak. Do not cut non-marked oak. The number of oak sawlog trees marked for harvest by DBH is illustrated at Exhibit "F". No harvesting or forwarding April 1 thru August 31 of each year. All products must be removed by May 10 the year harvested.

Contract Period: Through May 10, 2016.

EXHIBIT "B"

# TIMBER SALE LOCATIONS



<u>Tract #</u>	<u>Species</u>	<u>Acres</u>	<u>Cords</u>	<u>MBF</u>	<u>Tons</u>
1 - 5	Cherry	50	10	4	
	Jack Pine		140		
	Red Maple		65		
	Oak		25		
	Red Pine		330		
2 - 5	Jack Pine	51	250	2	240
	Red Maple		10		
	White Pine		15		
	Red Pine		80		
	Biomass				
3 - 5	Jack Pine	90	10		140
	Aspen		10		
	Oak		350		
	Biomass				
4 - 5	Red Pine	98	540		
	Jack Pine		15		
5 - 5	Aspen	70	40		
	Jack Pine		150		
	Red Pine		355		
6 - 5	Jack Pine	57	405	11	
	Oak		195		
7 - 5	Birch	32	30	11	220
	Mixed Oak		260		
	Red Oak		71		
	Red Oak Veneer		3		
	Jack Pine		30		
	Biomass				
8 - 5	Aspen	56	10	26	
	Red Maple		190		
	White Pine		185		
	Jack Pine		80		
9 - 5	Aspen	96	30	25	
	Red Oak				
	Mixed Oak		400		
	Red Maple		20		
	Jack Pine		350		
	White Pine		40		
Totals		600	4620	200	600

EXHIBIT "D"

DBH of Marked Trees on  
Tract 7-5

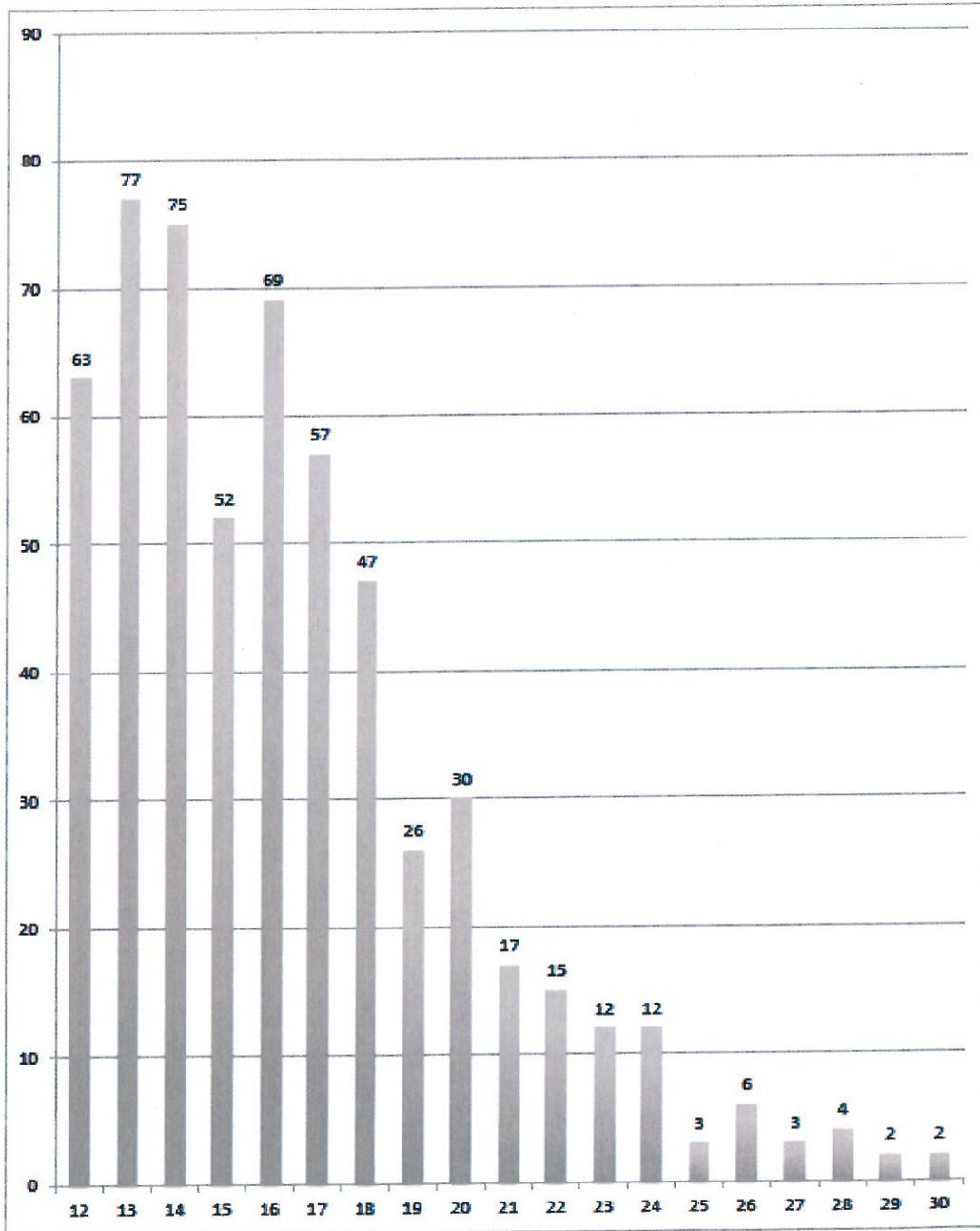


Exhibit "E"

DBH of Marked Trees on  
Tract 9-5

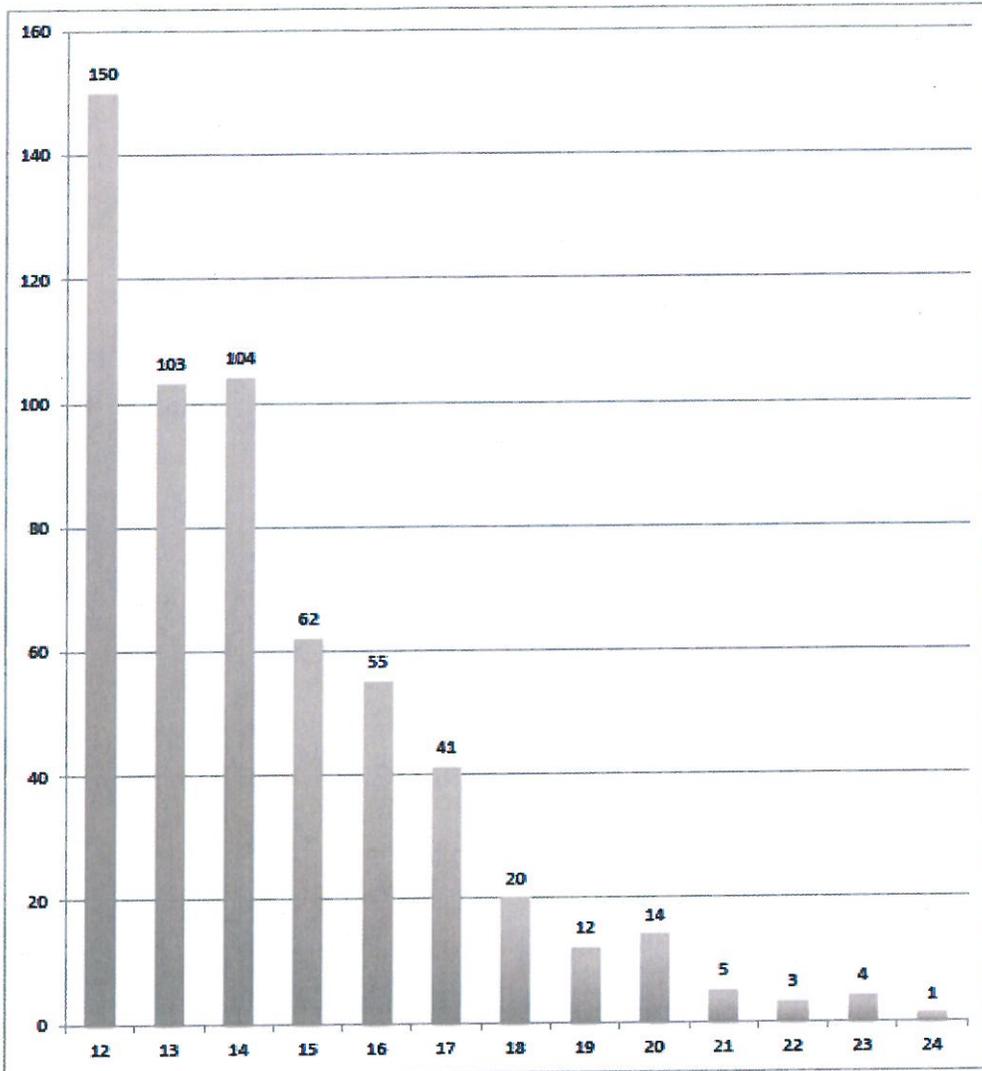


Exhibit "F"