

EXHIBIT I
DOCUMENTS AND SPECIFICATIONS
FOR
CONTRACT NO. F-2011-02-T
ENTITLED
TABER STATE FOREST
LOBLOLLY PINE 1st THINNING
36 Acres

December, 2011

Delaware Department of Agriculture Forest Service
Taber State Forest
2320 South DuPont Hwy.
Dover, DE 19901
(302) 698-4549

Bids will be received **until 2:00 p.m., December 28, 2011**, and will be opened publicly and read aloud at that time. Proposals received after the date and time set for the opening will be returned unopened.

Advertisement Dates

Delaware State NewsDecember 12 & 15, 2011
News Journal.....December 12 & 15, 2011

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DOCUMENTS AND SPECIFICATIONS
FOR
CONTRACT NO. F-2011-02-T
TABER STATE FOREST
Loblolly Pine 1st Thinning
December 2011

I. BIDS

- A. Bids will be received until **2:00 p.m., December 28, 2011**, and will be opened publicly and read aloud at that time. Proposals received after the date and time set for the opening will be returned unopened.
- B. Proposals must be delivered to the Delaware Department of Agriculture Forest Service, 2320 South DuPont Hwy., Dover, DE 19901.
- C. The Delaware Department of Agriculture reserves the right to reject any and all bids.

II. DEPOSITS

- A. A bid deposit in the amount of **\$1,000** must accompany each bid. This deposit shall be submitted in the form of a certified check drawn on a reputable banking institution and made payable to the Delaware Department of Agriculture.
- B. The successful bidder(s) bid deposit(s) shall be retained by the Delaware Department of Agriculture as a performance guarantee that the terms and conditions of the Contract are met. **This performance deposit shall not be applied as payment for timber stumpage.**

III. RETURN OF BIDDER'S DEPOSIT

Deposits from unsuccessful bidders shall be returned within seven (7) days after signing of the Contract by the successful bidder.

IV. PREPARATION OF PROPOSAL

The bidder's proposal shall be printed in ink or typewritten. All bid proposals are required to be submitted on Exhibit III, Proposal Form provided.

V. DELIVERY OF PROPOSALS

Proposals shall be placed in sealed envelopes and shall bear on the outside the following: "Taber State Forest, Loblolly Pine 1st Thinning" and the bidder's company name.

VI. WITHDRAWAL OF PROPOSALS

A bidder may withdraw a proposal unopened after it has been submitted, if such a request is made prior to the time set for the opening of the proposal.

VI. PUBLIC OPENING OF PROPOSALS

Proposals will be opened publicly and read aloud at Delaware Department of Agriculture, 2320 South DuPont Hwy. Dover, DE on the date and hour set. Bidders or their authorized representatives are invited to be present. Proposals received after the time set for the public opening will be returned unopened.

VIII. DISQUALIFICATION OF BIDDERS

Any one or more of the following may be considered as sufficient cause for the disqualification of a bidder and the rejection of his/her proposal or proposals:

- A. More than one proposal for the same Contract from an individual or company.
- B. Evidence of collusion among bidders.
- C. Unsatisfactory performance record of bidder as evidenced by past experiences.
- D. Any unauthorized additions, interlineation, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

IX. BASIS OF AWARD

The Delaware Department of Agriculture shall award this Contract to the highest responsible bidder who best meets the terms and conditions of the bid. The award shall be made on the basis of price, service, and capability.

X. CONTRACT AWARD

- A. Unless all bids are rejected as per Section I Paragraph C, or disqualified per Section VIII, the Contract shall be awarded within thirty (30) calendar days from date of bid opening.
- B. The successful bidder will be notified in writing by the Secretary of the Delaware Department of Agriculture during this period. All Contract(s) and attachments will be provided to the successful bidder at the time of notification.

XI. EXECUTION OF CONTRACT DOCUMENTS AND PAYMENT

- A. The successful bidder will sign and return the Contract Documents within twenty (20) calendar days following notification of bid award.
- B. Payments are to be made on a monthly basis accompanied by haul/weight slips. Checks should be made payable to *Delaware Department of Agriculture*.

XII. INDEMNIFICATION

- A. The Buyer, his or her agent, and employees agrees to indemnify and hold harmless the State of Delaware and the Delaware Department of Agriculture, their agents and employees from any and all liability suits, actions, or claims, together with all costs, expenses or attorneys fees arising from the negligence or other tortuous acts or omissions by the Buyer, his or her agent, and employees regardless of whether such suits, actions, claims, or liabilities are also based upon acts or failure to act attributable to the State of Delaware, Delaware Department of Agriculture, their agents or employees.

XIII. INSURANCE

- A. The Buyer, his or her agent, and employees shall maintain such insurance as will protect against claims under Workmen's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from work under their operation. The Buyer, his or her agent, and employees is an independent contractor and is not an employee of the State.
- B. The Buyer, his or her agent, and employees shall, at his expense, carry liability insurance with a minimum coverage of \$100,000 each person, \$300,000 each occurrence and property damage insurance with minimum limits of \$50,000. Insurance policies are to remain in effect at all times until the completion of the Contract. A copy of the certified insurance must be forwarded to the Department with the signed Contract Document.
- C. Notwithstanding the information contained in paragraphs A and B above, the Buyer, his or her agent, and employees shall indemnify and hold harmless the State of Delaware, the Delaware Department of Agriculture, their employees and agents from contingent liability to others for damages because of bodily injury, including death, which may arise from the Buyer's, his or her agent's, and employees' performance under this Contract, and any other liability for damages for which the Buyer, his or her agent, and employees are required to indemnify the State under any provision of the Contract. No provision of the Contract shall waive the State of Delaware's sovereign immunity defense to any claim or action arising from the Contract.

TECHNICAL SPECIFICATIONS

XIV. VOLUMES, LOCATION AND SPECIFICATIONS

A. This sale consists of the timber located on Taber State Forest:

<u>Species</u>	<u>Live Trees Only – Est. Cord Volume</u>
Loblolly Pine	634 cords.

B. The department’s prescription is for a thinning from “below” (removing lower quality, damaged, or smaller diameter trees **first priority**) to a residual basal area of 90 square feet per acre, on average. Individual trees to be harvested are NOT marked. The Department will oversee the harvest and retain the right to stop harvest operations if an improper selection of trees for thinning is taking place, with an understanding that multiple access lanes will be necessary. Otherwise, The Buyer must have the skill and experience for selecting the proper trees to remove according to the above prescription.

All live trees, within the contract boundaries, shall be the property of the buyer until contract expiration date at which time all rights to standing, downed, stacked, and processed products or trees will revert to the Department, unless an extension of time or early release is agreed upon by both parties in writing. The Buyer shall not harvest any dead trees as they will remain for wildlife habitat.

C. The sale area is located on the Taber State Forest in Kent Co., DE south of highway 14 (Vernon highway) and east of Parker road.

D. See Exhibit II for generalized and specific location maps.

E. The perimeter of the block of pine to be thinned is marked with red paint and pink flagging.

XV. DURATION OF CONTRACT

A. Unless in default or prior inspection and completion is granted in writing, the Contract shall terminate 730 calendar days after the date that the Contract Document Agreement is executed.

B. Any request s for extension of time beyond 730 calendar days shall be made at least two weeks in advance of the contract expiration date, in writing from the Buyer to the Secretary of the Department of Agriculture.

See Attachment A.

See Attachment B.

EXHIBIT III
PROPOSAL FORM

DELAWARE DEPARTMENT OF AGRICULTURE FOREST SERVICE
CONTRACT NO. F-2011-02-T
December 2011

TABER STATE FOREST
Loblolly pine 1st thinning - Timber Sale

The undersigned, having read the Contract Documents, hereby proposes to provide all necessary equipment and labor to perform and complete said Contract for the following quoted price:

TOTAL BID PRICE PER TON of CORDWOOD _____
FIGURES

TOTAL BID PRICE PER TON of CORDWOOD _____
WORDS

OTHER COMMENTS AND PROPOSAL INFORMATION: _____

BID SUBMITTED BY: (Please print in ink or type)

Company Name _____

Address _____

Telephone No. () _____

By _____

Title _____

SIGNED _____

TITLE _____

COMPANY _____

Sworn to and subscribed before me this _____ day of _____, 2011

Notary Public

EXHIBIT IV
CONTRACT DOCUMENT

DELAWARE DEPARTMENT OF AGRICULTURE
CONTRACT NO. F-2011-02-T
Loblolly pine 1st thinning - Timber Sale
December, 2011

THIS AGREEMENT, made and executed this _____ day of _____, by and between _____, (hereinafter designated as Buyer), party of the first part, and the Delaware Department of Agriculture, a department created under the laws of the State of Delaware (hereinafter designated as Department) party of the second part.

WITNESSETH that the Buyer in consideration of the covenants and agreements herein contained and made by the Department agree to the following:

ARTICLE ONE. The Buyer shall and will provide and furnish all the necessary labor and equipment to perform and complete this Contract and all Specifications and Proposals issued by the Department, entitled Contract No. F-2011-02-T, "Taber State Forest, Loblolly pine 1st thinning - Timber Sale" dated December, 2011, as hereby incorporated by reference as Exhibit I, Exhibit II, Exhibit III, and Exhibit IV.

ARTICLE TWO. The Buyer shall and will pay to the Delaware Department of Agriculture the price of \$_____ per ton of wood removed as weighed and documented on scale weight slips, which shall be forwarded along with each payment, for the purchase of stumpage as outlined in the Contract Documents. Each weight slip must also have written upon it the check number of the payment for the stumpage weighed thereon, and the date of the weighing. Payments for all wood removed will be made by the first of the following month. All wood harvested and removed will be weighed on scales of the buyer's choice, however, the seller (Department of Agriculture, Forest Service) will be notified of the location of all such scales at least 5 business days in advance of their use. Access shall be granted to the seller for purpose of inspecting the scale, scale certification documents, and observing the weighing of forest products removed under this contract.

ARTICLE THREE.

The Department agrees to allow the Buyer right of access, ingress, egress, and regress to, on, over, and through property of the Department using such roads as the Department shall prescribe for the purpose of cutting and removing there from such timber as is included in the terms of the Timber Sale Specifications contained in Exhibits I, II, III, and IV.

The Department guarantees that it is the owner of said timber, holds a good title to the same and has the statutory right to remove said timber, and further agrees to answer any and all claims to the contrary at its expense.

The Department guarantees that all requirements and regulations of Title 3, Chapter 10, Subchapter V, the Delaware Seed Tree Law, have been met, and the Buyer has no reforestation responsibilities on this property.

The Department reserves the right to stop all logging operations due to wet weather conditions which can cause environmental degradation, safety violations, and/or violations of this Contract.

Landing sites will be designated by signs or approved by the State Forester or his/her designated agent.

ARTICLE FOUR. The Buyer agrees:

1. To cut only those trees designated to be within the sale area. The term designated trees, as used herein, is understood to be only those live trees located within the designated area as outlined in the Timber Sale Specifications contained in Exhibits I, II, III, and IV.
2. To avoid unnecessary damage to trees not designated for harvest within the sale area and any trees outside the sale area, during all phases of logging operations.
3. To perform all logging functions in a workmanlike manner.
4. To use existing roads and forest roads as designated and permitted by the Department.
5. To refrain from allowing equipment parts, motor oil containers and filters, air filters, paper, scrap metal, wire, or any discarded material to be left on lands of the Department or adjoining lands. Realizing that logging operations tend to generate materials of this type, the Buyer will provide suitable containers on site for depositing discarded material and trash. These containers will be removed from the logging site when full, and emptied off-site by the Buyer. Upon completion of logging operations, trash containers will be permanently removed from the logging site. In case of accidental oil or fuel spills on lands of Department, Buyer will immediately initiate clean up of said oil or fuel spills, and remove contaminated soil and other materials from the site.
7. To make stump cuts so that all stumps shall be at a height no greater than 12 inches above ground level.
8. To leave the streams, ditches, ponds, or other watercourses free and clear of treetops, brush, or other obstructions. To repair damage to fences, and to leave trails, roads, and property boundary markers in a condition as close to the original condition as possible.
9. To notify the State or the designated agent, one (1) working day in advance of the intention to start cutting or moving equipment onto the site. Notice will also be given one (1) working day prior to the completion of the Contract and before equipment is moved out.
10. To exercise care at all times by the Buyer, his or her agent, and employees, or those that may be under Contract to him, that fires are not to be started or permitted to spread.
11. To carry liability insurance, workman's compensation, and such motor vehicle insurance as required by the Timber Sale Specifications, Exhibit I, Delaware State Law, and furnish proof of same to the Department prior to commencement of the harvesting operation.
12. To hold Department harmless and blameless from any and all claims that may arise as a result of Buyer's operation on the Department's property.
13. To pay three (3) times the stumpage value for each tree not in the Contract that is cut or wantonly damaged.
14. To comply with all state and county laws and regulations, and be responsible for any violations.

ARTICLE FIVE. The Buyer further agrees:

To use best management practices throughout the operation to insure that erosion and sedimentation are not generated during or following the operation, according to the rules and regulations of Title 3, Chapter 10, Subchapter VI, Delaware’s Forestry Practices Erosion and Sediment (E&S) Control Law. An Erosion and Sediment Control Permit must be approved by the Department prior to harvesting timber on this site. The buyer agrees to follow said permit requirements. Any restoration work needed on site as a result of the Buyer's operations will be the sole responsibility of the Buyer. Restoration work will be performed to the satisfaction of the Department.

ARTICLE SIX. It is hereby understood by the parties that the Delaware Department of Agriculture is an agency of the State of Delaware and is sovereignly immune from liability claims.

ARTICLE SEVEN. The terms of this agreement and Contract will be completed on or before **January 31, 2013.**

ARTICLE EIGHT. The Contract Documents include this Contract, the Invitation to Bid, the Specifications and Exhibits, and the Bids.

ARTICLE NINE. This Contract may be amended upon the mutual written consent of both parties.

IN WITNESS WHEREOF, the said parties have duly executed this agreement in triplicate the day and year first above written.

IN WITNESS WHEREOF, the parties below hereunto set their hands on this ____ day of _____, 2011.

Buyer

Title

Firm

Witness

State of _____

County of _____

Sworn and subscribed before me this ____ day of _____, 2011.

Notary Public

IN WITNESS WHEREOF, the parties below have hereunto set their hands on this ___day
of _____,2011.

W. Edwin Kee, JR.
Secretary Delaware Department of Agriculture

Witness

State of _____

County of _____

Sworn and subscribed before me this ___day of _____,2011.

Notary Public