

Region:  
National Forest:  
Ranger District:

### Forest Products Contract And Cash Receipt

(Ref. FSM 2430, FSH 2409.18, and FSH 6509.17)

<b>Purchaser's Name and Complete Address:</b>	<b>TSA Contract No.</b>	<b>Sale Name</b>	<b>Total Sale Acres</b>
	<b>Award Date</b>	<b>Termination Date</b>	<b>Acres to be Cut</b>
	<b>Type of Sale:</b>	<b>Payment Method:</b>	<b>Sale Condition:</b>
	<b>Purchaser's Tax Identification Number:</b>		
<b>Load Ticket Numbers: From:</b>		<b>Thru:</b>	
<b>Sale Area Description:</b>			
<b>Vehicle Information:</b>			
<b>Year:</b>	<b>License Plate:</b>		
<b>Make:</b>	<b>State:</b>		
<b>Color:</b>	<b>Model:</b>		
<b>Performance Bond Amount: \$</b>			
<b>Original Contract:</b>	<b>Modification No.:</b>		
<b>Remarks:</b>			

**INCLUDED PRODUCTS**

Species	Product	Unit of Measure	Estimated Quantity	Rate per Products	UOM \$ Assoc. Charges	\$ Total Products	\$ Total Assoc. Charges
<b>Total Quantity</b>						<b>Total</b>	<b>\$</b>

**UTILIZATION STANDARDS**

Species	Product	Unit of Measure	Minimum Specifications						Maximum Stump Height
			Tree		Piece Required to be Removed				
			DBH (Inches)	No. of Min. Pieces per Tree	Length (Feet)	DIB at Small End (Inches)	Net Volume in % of Gross Volume		

**REVISED INCLUDED PRODUCTS**

Species	Product	Unit of Measure	Estimated Quantity	+ or -	Rate per Products	UOM \$ Assoc. Charges	\$ Total Products	\$ Total Assoc. Charges
<b>Revised Total Quantity</b>						<b>Revised Total</b>	<b>\$</b>	<b>\$</b>

**RECORD OF PAYMENTS**

Date	Payment Amount	Bill No.	Date	Payment Amount	Bill No.	Date	Payment Amount	Bill No.

**RECORD OF REFUNDS**

Date	Refund Amount	Date	Refund Amount	Date	Refund Amount	Date	Refund Amount

**PRODUCT QUANTITY REMOVAL RECORD**

Date	Quantity Removed	Date	Quantity Removed	Date	Quantity Removed	Date	Quantity Removed	Date	Quantity Removed

**SIGNATURES**

<b>PURCHASER SIGNATURE</b>	<b>Date</b>	<b>CONTRACTING OFFICER SIGNATURE</b>	<b>Date</b>
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**BURDEN AND NONDISCRIMINATION STATEMENTS**

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#### GENERAL CONDITIONS

The Purchaser, by signing Page 1, binds the Purchaser and the Forest Service, acting through the Contracting Officer, to the contract terms.

1. The boundaries of the sale area, payment unit, and any cutting or harvesting areas are as shown on the attached sale area map, which is made a part of this contract. All sale area map detail indicating location is approximate; therefore, actual locations, as the Forest Service has designated on the ground, take precedence over the sale area map. The location of the sale area and its estimated acreage are shown on Page 1.
2. N/A
3. The Purchaser shall complete all requirements of this contract prior to the termination date. A time extension may be granted at the discretion of the Contracting Officer if the Purchaser has operated in a diligent manner.
4. The Forest Service has determined the estimated quantities of included products listed on Page 1 prior to award of this contract. The Contracting Officer or designee will determine any additional designated products prior to felling or harvesting during the term of the contract. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the estimate.
5. This contract is non-transferable.
6. No Congress Member or Resident Commissioner shall benefit from this contract unless made with a corporation for its general benefit (18 USC 431,433).
7. The conditions of this contract are completely set forth, and none of its terms can be varied or modified, except by written agreement between the Purchaser and the Contracting Officer approving the contract, or the Contracting Officer's successor, or superior officer, and in accordance with the regulations of the Secretary of Agriculture.
8. No Purchaser, contractor, subcontractor, agent, or employee shall discriminate in performance of this contract against any person because of race, color, religion, age, sex, or national origin.
9. The Forest Service agrees to sell and the Purchaser agrees to purchase, cut or harvest, and remove all included products described on Page 1. Designation(s) for cutting is (are) shown in Other Conditions. Title to all timber or forest products included in this contract shall remain with the United States until its estimated quantities have been determined by the Contracting Officer or designee and paid for and removed from the sale area by the Purchaser. The Purchaser shall not cut or harvest any timber or forest products until the Contracting Officer or designee has determined the estimated quantities and the timber or forest products has been paid for by the Purchaser.  

The Purchaser shall cut or harvest and remove included products in strict accordance with the conditions on Page 1, the General Conditions, and with all conditions and requirements in the attached Other Conditions, which are hereby made a part of this contract. The parties agree this contract is limited to its terms and is not an authorization, permit, or finding of compliance with all applicable laws. Nothing herein affects, precludes or prohibits the parties from pursuing remedies available under applicable laws.

The Contracting Officer or designee may designate additional timber products, if included products is timber, not included in the original volume estimate for cutting within the sale area, as needed to utilize damaged trees, trees to be removed in authorized clearings, or trees unnecessarily damaged or cut by the Purchaser. The Purchaser shall pay for additional timber at rate per products and associated charges per unit of measure listed on Page 1. The additional timber will become included products when designated by the Contracting Officer or designee.

The Contracting Officer or designee and the Purchaser may agree in writing to make minor adjustments in boundaries of cutting units or in the timber individually marked for cutting.
10. N/A
11. The Purchaser shall pay to the USDA Forest Service by the time the contract is required to be executed and returned by the Purchaser, the total sale value for total products and total associated charges stated on Page 1, for product values and road maintenance deposits, if any.
12. The Contracting Officer or designee may, in writing, suspend operations on the sale area, including removal of included products, if the Purchaser violates contract requirements, or the Contracting Officer may terminate this contract for the Purchaser's serious or continued violations of its terms.  

The Purchaser agrees to interrupt or delay operations under this contract, in whole or in part, upon the written request of the Contracting Officer: (a)-to comply with a court order, or (b) upon determination of the appropriate Regional Forester, that conditions existing on this contract area are the same as, or nearly the same as, conditions existing on contract(s) named in such an order as described in paragraph (a).
13. The Contracting Officer may terminate this contract, without liability to the Government to comply with a court order
14. All monies paid under the contract shall, upon the Purchaser's failure to fulfill the terms of the contract, be retained by the Contracting Officer to be applied toward completion of Purchaser's uncompleted work or damages due the United States.
15. N/A

#### GENERAL CONDITIONS (Continued)

16. This contract is subject to The Contract Disputes Act of 1978 (Pub. L. 95-563). Purchaser claims under this contract shall be submitted in writing to the Contracting Officer not later than 60 days after receipt of the Contracting Officer's written notice to the Purchaser that the sale is closed.
17. Prior to entering into a covered transaction with another person at the next lower tier, Purchaser must verify that the person with whom Purchaser intends to do business is not excluded or disqualified. Purchaser must do this by: (a) Checking the System for Award Management (SAM) web site; (b) Collecting a certification from that person; or (c) Adding a clause or condition to the covered transaction with that person (2 CFR 180.300). Purchaser must include a term or condition in lower tier covered transactions requiring lower tier participants to comply with guidance in 2 CFR part 180 (2 CFR 417.332). The Purchaser shall provide a copy of such verifications or certifications to the Contracting Officer at the Contracting Officer's written request. The Purchaser shall have 30 calendar days within which to supply such verifications or certifications and may continue timber removal operations in the interim.

18. The Contracting Officer may designate in writing a Forest Service Representative to: (a) receive notices in regard to performance under this contract, (b) take action in relation to this contract, and (c) be readily available to the area of harvest operations.

The Contracting Officer or the Forest Service Representative may designate other Forest Service on-the-ground representatives. The Contracting Officer or Forest Service Representative shall name these persons in writing along with their specific contractual responsibilities and authority and the Contracting Officer shall provide a copy to the Purchaser. The Contracting Officer shall make these delegations within 30 days of award of the contract.

19. N/A

20. The Purchaser and Purchaser's employees shall take reasonable action to prevent and suppress forest fire. Further, the Purchaser, in all phases of logging or harvesting operations, shall protect insofar as practicable: all land survey corners, telephone lines, ditches, fences, and other improvements. If the Purchaser's operations damage such improvements under this contract, the Purchaser shall restore these improvements immediately to the condition existing immediately prior to operations. The Purchaser shall handle slash and other refuse as listed in Other Conditions.

The roads to be used have been agreed upon as depicted upon the attached map. The parties shall conduct their affairs consistent with the terms and conditions of this contract.

#### **OTHER CONDITIONS**



**OTHER CONDITIONS (Continued)**

[Empty rectangular box for other conditions]

Instructions: See FSH 2409.18, section 53.2.

**WO-2450-4 Other Conditions (7/00)**

INDEX OF APPROVED WO OTHER CONDITIONS FOR CONTRACT FS-2400-4

Type of Sale *	Provision	
T,P	WO-1#	Product Designation (7/98)
T,P	WO-2	Product Quantity Removal Record (7/98)
T,P	WO-3	Load Tickets (7/98)
T	WO-4	Product Identification (11/99)
T	WO-5	Use of Timber (7/98)
T,P	WO-6	Erosion Control (7/98)
T,P	WO-7	Streamcourse Protection (7/98)
T,P	WO-8	Temporary Facilities (7/98)
T,P	WO-9#	Reserve Trees (7/98)
T,P	WO-10 #	Use of Roads by Purchaser (6/99)
T,P	WO-11	Wetlands Protection (7/98)
T,P	WO-12	Protection of Improvements Not Owned by Forest Service (7/98)
T,P	WO-13 #	Road Maintenance Requirements (6/99)
T,P	WO-14	Equipment Cleaning (7/00)

\* T: Tree Measurement

P: Forest Products