

DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT, CORPS OF ENGINEERS
OFFICE OF THE CHIEF, REAL ESTATE DIVISION
ATTN: CEMVS-RE-A
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833

FOR SALE
GOVERNMENT PROPERTY

TIMBER TO BE SOLD AT
Blue Springs
WAPPAPELLO LAKE PROJECT, WAPPAPELLO, MISSOURI
UNDER INVITATION NO. DACW43-9-15-284

The St. Louis District is offering for sale the following items:

To be sold by Lump Sum Method – Hardwood and Pine Sawtimber

ESTIMATED TIMBER VOLUME

See attached table: “Volume by diameter” and “Tree by diameter and species”

TOTAL 153,991

VOLUME ESTIMATED FROM 100 PERCENT TALLY.

VOLUME ESTIMATE BASED ON FORM CLASS 78, INTERNATIONAL ¼ SCALE

The timber to be sold may be inspected by prospective bidders between 7 a.m. and 4 p.m. Monday through Friday. A tour of the sales area may be scheduled by contacting Mr. Eric Lemons or Mr. Jeremy Jackson at the Wappapello Lake Project Office, Wappapello, Missouri, telephone number 573-222-8562.

Sealed bids will be accepted until 11:45 a.m., May 28, 2015, by Mr. Eric Lemons of the Wappapello Lake Project Office, 10992 Highway T, Wappapello, Missouri 63966-9603, and then and there publicly opened and announced.

Forms for use in submitting bids may be obtained from Timothy Kennedy at U.S. Army Corps of Engineers, 1222 Spruce Street, St. Louis, Missouri 63103-2833 or Mr. Eric Lemons or Mr. Jeremy Jackson at the Wappapello Lake Project Office, address shown above. Terms and conditions of sale, procedure for submitting bids, and a description of the timber are contained in the bid forms.

This sale will be sold by **LUMP SUM** as noted.



US Army Corps
of Engineers ®

MAIL BID TO: WAPPAELLO LAKE PROJECT OFFICE
10992 HIGHWAY T
WAPPAELLO LAKE, MO 63966-9603
TEL: 573-222-8562

Sale of Government-Owned Forest Products

CONTRACTING OFFICER'S REPRESENTATIVE:
Mr. James Gracey, Forester
TEL: (573) 222-8562

(SEE PRIVACY ACT STATEMENT BELOW BEFORE COMPLETING THIS FORM)

Location: WAPPAELLO LAKE PROJECT OFFICE,
CONFERENCE ROOM, WAPPAELLO, MISSOURI

PAGE NUMBER 1 OF 14 PAGES OF
INVITATION NUMBER DACW43-9-15-284
DATED: 21 April 2015

Sealed bids in SINGLE copy, subject to the terms and conditions set forth herein,
for the purchase and removal of the Government-owned property listed in this invitation,
will be received until the time, date, and at the place indicated below, and then publicly opened.

TIME OF OPENING: 11:45 a.m., CENTRAL TIME

DATE OF OPENING: 28 May 2015

PLACE OF OPENING: Wappapello Lake Project Office, Conference Room, 10992 Highway T
Wappapello, Missouri 63966-9603

BID DEPOSIT OF 20 % OF TOTAL AMOUNT BID OR AS OTHERWISE

INDICATED IS REQUIRED BY **CASHIERS CHECK, CERTIFIED CHECK, BANK DRAFT or**
POSTAL MONEY ORDER PAYABLE TO: FAO, U.S.A.C.E., St. Louis District.

INSPECTION INVITED BY APPOINTMENT ONLY

ARRANGE WITH: Mr. Eric Lemons or Mr. Jeremy Jackson (573) 222-8562
Wappapello Lake Project Office

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

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	Timber Harvesting Maps	“A”
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SALE OF GOVERNMENT FOREST PRODUCTS BID AND AWARD		Invitation For Bid No. DACW43-9-15-284	Page 3
BID (This Section to be completed by the Bidder)		DATE OF BID	
<p>In compliance with the Invitation identified on the cover page hereof, and subject to all the sale terms and conditions contained in Instructions to Bidders, General Sale Terms and Conditions, and Special Sales Terms and Conditions, all of which are incorporated as part of this Bid, the undersigned offers and agrees, if the Bid be accepted within 10 calendar days after date of Bid opening, to purchase and pay for any or all of the items listed for sale on Item Bid Page and to remove the property and perform the other required work as specified herein, after notice of acceptance by the Government. The total amount bid is \$_____. Attached is the required bid deposit in the form of _____, in the amount of \$_____.</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 to Bid on the sale of Government-owned timber with an estimated value of \$2,000 or more. Failure to properly execute this certificate will not invalidate a bid, but a proper statement must be signed before the bid is accepted by the Government. Refusal or delay in executing a proper statement is grounds for rejecting the bid. Intentional falsification of this certificate is a criminal offense punishable by a fine of not more than \$5,000 or imprisonment for not more than two years, or both. (Title 15, United States Code, Section 645(a).)</i></p> <p style="text-align: center;"><u>CERTIFICATE AS TO SMALL BUSINESS STATUS</u></p> <p>The bidder certifies that he (is) (is not) a small business concern within the terms of the following definition:</p> <p>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 operations: and (4) together with its affiliates does not employ more than 500 persons.</p>			
NAME AND ADDRESS OF BIDDER (STREET, CITY, STATE, AND ZIP CODE) (TYPE OR PRINT)		SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	
TELEPHONE NUMBER: CELL NUMBER: FAX NUMBER: TAX ID NUMBER: E-MAIL:		SIGNER'S NAME AND TITLE (Type or print)	
<u>CORPORATE CERTIFICATE</u>			
I, _____ certify that I am the _____ of the corporation named as Purchaser herein, and _____, who signed this contract on behalf of the Purchaser, was then _____ of said corporation by authority (Title) of its governing body, and is within the scope of its corporate powers. <p style="text-align: right;">Signature _____ (CORPORATE SEAL)</p>			
ACCEPTANCE BY THE GOVERNMENT (This Section for Government use only)		DATE OF ACCEPTANCE	
ACCEPTED AS TO ITEMS NUMBERED		UNITED STATES OF AMERICA BY _____ (Contracting Officer)	
TOTAL AMOUNT \$	CONTRACT NUMBER	TITLE OF CONTRACTING OFFICER Chief, Real Estate Division	

This sale is based on Form Class 78, International 1/4 Scale.

DESCRIPTION OF TIMBER SALES AREA: Hardwood and Pine Sawtimber. Sales area approximately 65 acres located within the boundaries of Blue Springs, Wappapello Lake Project, Wappapello, Missouri. This is a lump sum sale of the timber described as follows:

Map or sketch of timber sales area: See Attached Exhibit "A"

<u>ITEM</u>	<u>SPECIES</u>	<u>APPROXIMATE VOLUME</u>
1	All	Total Volume by Diameter

<u>TOTAL</u>	<u>153,991</u>
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VOLUME ESTIMATED FROM 100 PERCENT TALLY.

VOLUME ESTIMATE BASED ON FROM CLASS 78, INTERNATIONAL ¼ SCALE

INSTRUCTIONS TO BIDDERS

1. INSPECTIONS:

The bidder is invited, urged and cautioned to inspect the timber and sales area prior to submitting a bid. Inspection invited between 7 a.m. and 4 p.m. Monday through Friday. A tour of the sales area may be scheduled by contacting Mr. Eric Lemons or Mr. Jeremy Jackson at the Wappapello Lake Project Office, Wappapello, Missouri, telephone number 573-222-8562.

2. PREPARATION AND SUBMITTAL OF BIDS:

a. All bids shall be filled out in ink, indelible pencil or typewriter, with all erasures, strikeovers, and corrections initialed in ink or indelible pencil.

b. Unless the invitation provides otherwise, bids may be submitted for the above mentioned item; however, a bid shall be submitted on the basis of the unit specified for that item and shall cover the total number of units specified for that item.

c. All bids must be submitted on the bid form attached hereto or an exact copy thereof. Additional copies may be obtained from Mr. Timothy Kennedy of the Acquisition/Management and Disposal Branch, U.S. Army Engineer District, St. Louis, 1222 Spruce Street, St. Louis, Missouri 63103-2833 or by phone at 314-331-8180; or from Mr. Eric Lemons or Jeremy Jackson, Wappapello Lake Project Office, Wappapello, Missouri 63966-9603 or by phone at 573-222-8562.

d. Any bid executed by an attorney-in-fact or agent on behalf of a bidder must be accompanied by an authenticated copy of that person's Power of Attorney or other acceptable evidence of such person's authority to act on behalf of the bidder. If the bidder is a corporation, the certificate of corporate authority shall be executed under the corporate seal; however, the same individual who executes said certificate shall not sign the bid.

e. The invitation number and bid-opening time shall be plainly marked on the left side of the sealed envelope in which the bids are submitted, as shown in this example:

<u>Return Address</u>	<u>Postage</u>
<p><u>Sealed Bid</u></p> <p>To be Opened: Time <u>11:45 a.m.</u> Date: <u>28 May 2015</u> Invitation No. <u>DACW43-9-15-284</u></p>	<p>To: Wappapello Lake Project Office Attn: CEMVS-OD-W 10992 Highway T Wappapello, MO 63966-9603</p>

f. It is the duty and responsibility of each bidder to see that his/her bid is delivered to the place and by the time of opening specified in the invitation. All properly addressed, identified and delivered bids received prior to the specified bid opening time will be securely kept and unopened. The Government assumes no responsibility for the premature opening of any bid, which is not properly addressed or identified. All bids will be opened at the time and place stated in the invitation.

g. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions and requirements contained herein.

h. Telegraphic bids will not be considered, but modifications and withdrawals by telegraph of bids already submitted will be considered if received prior to the time set for opening bids.

i. All bids shall be submitted in U. S. dollars.

j. The bidder will make a bid based on the timber unit (total volume, etc.) within the item being bid on.

k. Bids will be made and accepted for all hardwood and pine sawtimber and pulpwood within the advertised item.

3. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS:

a. Any bid received at the place designated in the invitation after the exact time specified for receipt will not be considered unless it was received before the award is made and either:

(i) It was sent by either registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an invitation requiring receipt of bids by the 29th of the month must have been mailed by the 24th or earlier); or

(ii) It was sent by mail and the Government determines that the late receipt was due solely to mishandling by the Government after receipt at the government installation.

b. Any modification or withdrawal of a bid is subject to the same requirements as in (a) above except that withdrawal of bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c. The only acceptable evidence to establish:

(i) The date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U. S. Postal Service postmark. If postmark does not show a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service).

(ii) The time of receipt at the government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

d. Notwithstanding the above, a late modification of an otherwise successful bid which makes it more favorable to the Government will be considered at anytime it is received and may be accepted.

NOTE: The term "telegram" includes Mailgram.

4. BID DEPOSIT:

a. Bids must be accompanied by either a cashier's check, certified check, bank draft, letter of credit, or postal money order made payable to the Finance and Accounting Officer, U.S.A.C.E, St. Louis District in an amount not less than twenty percent (20%) of the total bid price; however, if the total bid is \$3,000.00 or less, then the total bid amount must accompany the bid.

b. The deposit of the Purchaser will be retained and applied to the purchase price. All other deposits will be returned.

5. BID OPENINGS:

a. At the time and place stated in the invitation, all bids not withdrawn shall be opened, and their contents made public for the information of bidders and other interested parties. However, any information submitted in support of any bid or the Government upon request thereof, will hold modification in strict confidence.

b. If at the time the bid is opened it appears that an error has been made in the computation of prices then unit prices will govern.

6. AWARD OF CONTRACT:

The contract shall be awarded to the responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to the Government, price and other factors considered.

7. RESERVATION OF RIGHTS:

The Government reserves the right to withdraw any or all items from the sale prior to sending out a notice of acceptance, to reject any or all bids, to waive any defect or informality in any bid received, and to accept any item or combination of items of any bid unless specifically precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation.

SPECIAL TERMS AND CONDITIONS OF SALE1. COMMENCEMENT:

The Purchaser will commence removal of the timber within 15 days of the award of this contract.

2. SCHEDULE OF REMOVAL AND COMPLETION:

a. The Purchaser agrees to complete harvest operations and remove all timber from the sales area under this contract by **1 year from the date of award.**

b. Normal harvesting operations are considered to be 5 days per week, Monday through Friday; however, authorization may be given for logging 7 days per week.

3. EXTENSION OF TIME:

An extension of time, if warranted, may be granted, provided a written request is provided to the Operations Manager, Wappapello Lake Project, 10 days prior to the expiration date of the contract.

4. DESCRIPTION AND LOCATION OF TIMBER:

a. This is a lump sum sale of hardwood saw timber located at Blue Springs, Wappapello Lake Project.

b. The timber being offered for sale is located in Wayne County, Missouri on lands operated by the U.S. Army Corps of Engineers, Wappapello Lake Project Office. Specifically, the timber is located in Section 4, Township 27 North, Range 6 East. Personnel at the Wappapello Lake Project Office will be available to meet prospective bidders to answer any questions and give tours of the sale locations. A map is provided as Exhibit A.

c. The estimated volume for the sale of timber is described on pages 4 and 5 of this invitation.

This description of the timber is believed to be sufficiently specific for the purposes of identification. Any error or omission in the description (including location) shall not constitute grounds or reason for non-performance or claim by the Purchaser for any allowance, refund or deduction from the amounts offered. **ONLY TREES MARKED WITH BLUE PAINT ARE PART OF THIS SALE AND TREES THAT ARE NOT MARKED ARE NOT PART OF THIS SALE AND CANNOT BE CUT!!!** Additionally, the Purchaser acknowledges that he has satisfied himself as to logging conditions, restrictions, location and volume of timber to be removed from the designated areas. This contract shall be construed to have the intent of covering all of the designated timber of the specified species, grade, and sizes of the area and as described herein and shall include all such timber whether less than, equal to, or in excess of the estimated quantity stated.

d. Volume estimated from 100 percent tally. Volume estimate based on Form Class 78, International 1/4 Scale.

5. ENVIRONMENTAL PROTECTION:

a. Stream courses and ditches shall be kept free of tree limbs, tops and other material associated with this operation. As much as possible, all treetops and logging debris will be felled as to not cause damage to other trees.

b. Any Government property damaged or destroyed, as result of the harvest operations shall be repaired immediately at the expense of the Purchaser.

c. All litter associated with the harvest operations shall be removed daily by the Purchaser and his employees.

d. Fuels, oils, lubricants and other chemicals shall not be disposed of on Government property.

e. Haul roads will be restricted to existing roadbeds and areas agreed upon by the contractor and the Government .

f. No digging, excavation or disturbance of sub-surface soil will be permitted without prior authorization.

6. HARVEST OPERATIONS: The timber shall be harvested and removed in accordance with accepted good forestry practices and Best Management Practices (BMP) during the harvest operation and in accordance with the following specifications:

a. The Purchaser's harvesting operations covered by this contract and all books and records relating thereto shall be open to inspection at anytime by the Contracting Officer or his Authorized Representative. Any information obtained shall be regarded as

confidential. The purchaser shall also have on site a representative who will be authorized to receive any notices and instructions given by the Contracting Officer or his Authorized Representative.

b. The order of logging will be designated by the Contracting Officer or his Authorized Representative, with consideration given to the Purchaser's proposal for sequence of removal. All timber designated to be harvested under this sale agreement will be done so within one year of award.

c. Loading points and skidding will be performed within the boundaries of the designated sale area (Exhibit A). Existing roads will be utilized and serve as egress and ingress points. If required, warning signs will be posted in accordance with Missouri Department of Transportation regulations at access points to Missouri Highways. This information can be obtained by contacting the Area Engineer at 573-840-9297.

d. Minimum stump height will be 18 inches from ground level.

e. Maximum effort will be made to insure that logging equipment does not damage the trees outside the sale areas.

f. Ash logs will be handled in accordance with State and Federal quarantines.

GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS:

a. The term "Secretary" shall mean the Secretary of the Army.

b. The term "his duly authorized representative" shall mean the Chief of Engineers, Department of the Army, or any individual or board designated by him.

c. The term "Contracting Officer" shall mean the person executing this bid in whole or in part on behalf of the Government, and any other person who has been properly designated as a Contracting Officer.

d. The term "District Representative" shall mean any employee of the U. S. Army Engineer District, St. Louis, who has been authorized by the Contracting Officer to administer and supervise the performance of this contract.

2. CONDITION OF PROPERTY:

The timber is offered for sale "as is" and "where is". The Government makes no warranty, either expressed or implied, as to quantity, quality, character, condition, size, or kind of the timber offered for sale, nor that it is fit for the purpose for which it is intended.

3. PAYMENTS:

The Purchaser agrees to pay for all items awarded him in accordance with the prices quoted in his bid. Payment in full is required within 10 calendar days after the notice of award. All payments shall be made by, either certified check, cashier's check, bank draft or postal money order in U. S. dollars made payable to Finance & Accounting Officer, USACE, St. Louis. The Purchaser's bid deposit shall be applied to the purchase price. The 20 percent bid deposit and performance deposit, if any, will be credited to the final payment or refunded as applicable.

4. DEFAULT:

If after award, the Purchaser breaches this contract by failing to make any required payment when due, or by failing to remove any timber as and when required, then the Contracting Officer may send the Purchaser a fifteen (15) day written notice of default (calculated from the date of mailing) and upon the Purchaser's failure to cure such default within the period (or such further period as the Contracting Officer may allow), the Purchaser shall lose any and all rights, claims, interests and title which he may have acquired in and to such timber as to which the default has occurred. The Purchaser agrees that in the event he fails to make any payment required or remove any timber as and when required, the Contracting Officer at his election and upon notice of default shall be entitled to retain or collect from any bid deposit, payment made, or performance bond or deposit, the actual damages, including, but not limited to, any loss, cost or expense in reselling or otherwise disposing of any timber sustained by the Government, as determined by the Contracting Officer, as a result of such default. If the Purchaser otherwise fails in the performance of any of his obligations, the Government may exercise such rights and pursue such remedies as are provided by law or under this contract.

5. DISPUTES:

a. Except as otherwise provided in the Invitation, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or

otherwise furnish a copy thereof to the Purchaser. The decision of the Contracting Officer shall be final and conclusive unless within 30 calendar days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. 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 clause, the Purchaser 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 Purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

b. This "Disputes" condition does not preclude consideration of law questions in connection with decisions provided for in (a) above: Provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on the question of law.

6. EQUIPMENT:

No equipment restrictions.

7. WORK PERFORMANCE:

The Purchaser shall complete all harvesting, clean up and other work required under this contract within the time specified in Condition No. 2 of the Special Terms and Conditions of Sale. The parties hereto agree that the time specified herein for completion is adequate and includes ample allowance for delays normally encountered in this type of operation.

8. EXTENSION OF TIME:

An extension of time, if warranted, may be granted, provided a written request is provided to the Operations Manager, Wappapello Lake Project, 10 days prior to the expiration date of the contract.

9. SUPERVISION OF WORK:

The work will be conducted under the general direction of the Contracting Officer, and is subject to inspection by any District Representative to insure compliance with the terms of the contract. When cutting, logging, or other operations under this contract are in progress, the Purchaser shall have a representative, readily available to the area of such operation at all times, who shall be authorized to receive, on behalf of the Purchaser, any notices and instructions given by the Contracting Officer in regard to performance under this contract, and to take such action thereon as required by the terms of this contract.

10. ACCIDENT PREVENTION:

a. The Purchaser shall take such action as may be just, reasonable and necessary for the protection of his employees while engaged in operations within the boundaries of the government-owned property. This will specifically include adopting recognized safe practices, supplying and maintaining equipment in safe operating condition, proper guarding of all hazardous equipment and compliance with all pertinent safety regulations.

b. Ensuing compliance with the provisions of this clause by sub-contractors will be the responsibility of the Purchaser.

c. All work phases and aspects of this contract shall be in accordance with all applicable state and federal safety requirements. In addition, the Purchaser will comply with the U. S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1).

11. TERMINATION OR SUSPENSION OF CONTRACT:

a. The Government may terminate or suspend this contract of sale, in accordance with this clause, in whole or in part, by giving ten (10) days written notice to the Purchaser, whenever the Contracting Officer shall determine that such termination or suspension is in the best interest of the Government. Ten (10) days' notice shall not be required: (1) in the event termination is effected by reason of violation by the Purchaser of any of the terms and conditions of this contract of sale, (2) in the event there is a declaration of national emergency by the President or the Congress of the United States. Any such determination shall be effected by delivery to the Purchaser of a "Notice of Termination" or "Notice of Suspension."

b. Causes or reasons for termination will include: (1) determination by the Secretary of the Army that termination of the contract is necessary in the interest of national defense; (2) non-observance of good forestry practices; (3) continuous or unnecessary abuse of government property which cannot be repaired by the Purchaser; (4) violation by the Purchaser of any other terms and conditions of the contract of sale if the Purchaser continues and persists therein for fifteen (15) days after notice thereof in writing by the Contracting Officer.

c. Causes or reasons for suspension will include: (1) determination by the Secretary of the Army that suspension of the contract is necessary in the interest of national defense; (2) determination by the Contracting Officer that operations during unusually dry seasons are creating a fire hazard; (3) determination by the Contracting Officer that operations in unusually wet areas are causing significant damage and should be delayed until the soil conditions improves; (4) the determination by the Contracting Officer that the sales area(s) is needed for military training purposes.

12. COVENANT AGAINST CONTINGENT FEES:

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

13. TREE PAINT AND EQUIPMENT:

Marking hammers, paint or equipment for painting, or any other equipment similar to that used by the Government in the marking of trees, logs, or bolts are prohibited from the government reservation.

14. RECORDS:

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

15. GRATUITIES:

a. The Government may, by written notice to the Purchaser, terminate the right of the Purchaser to proceed under this contract if it is found, after notice and hearing by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Purchaser, or any agent or representative of the Purchaser, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this contract is terminated as provided in subparagraph a above, the Government shall be entitled (1) to pursue the same remedies against the Purchaser as it could pursue in the event of a breach of the contract by the Purchaser, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Purchaser in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

16. EQUAL OPPORTUNITY:

a. If, during any 12-month period (including the 12 months preceding the award of this contract), the Purchaser has been or is awarded nonexempt federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Purchaser shall comply with subparagraphs (b)(i) through (xi) below. Upon request, the Purchaser shall provide information necessary to determine the applicability of this clause.

b. In performing this contract, the Purchaser agrees as follows:

(i) The Purchaser shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(ii) The Purchaser shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(iii) The Purchaser shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explains this clause.

(iv) The Purchaser shall, in all solicitations or advertisement for employees placed by or on behalf of the Purchaser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(v) The Purchaser shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Purchaser's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(vi) The Purchaser shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(vii) The Purchaser shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, Standard Form 100 (EEO-1), or any successor form, in the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.

(viii) The Purchaser shall permit access to its books, records and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purposes of investigation to ascertain the Purchaser's compliance with the applicable rules, regulations, and orders.

(ix) If the OFCCP determines that the Purchaser is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Purchaser may be declared ineligible for further government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Purchaser as provided in Executive Order 11246, as amended, the rules, regulations and orders of the Secretary of Labor, or as otherwise provided by law.

(x) The Purchaser shall include the terms and conditions of subparagraph b(i) through (xi) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(xi) The Purchaser shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Purchaser becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Purchaser may request the United States to enter into the litigation to protect the interests of the United States.

c. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

17. WITHDRAWAL OF PROPERTY AFTER AWARD:

The Government reserves the right to withdraw for its use any or all of the timber covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

18. LIABILITY FOR DAMAGES:

a. 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.

b. The Purchaser will assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to, or arising out of the operations of the Purchaser under this contract, and the Purchaser agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to, or arising out of, this contract.

c. Any property of the United States damaged or destroyed by the Purchaser will be promptly repaired or replaced by the Purchaser to the satisfaction of the Contracting Officer, or in lieu of such repair or replacement, the Purchaser will, if so required by the Contracting Officer, pay to the United States an amount determined by the Contracting Officer to be sufficient to compensate for the loss sustained by the United States.

19. ORAL STATEMENTS AND MODIFICATIONS:

Any oral statements or representation by any representative of the Government, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser.

20. OFFICIALS NOT TO BENEFIT:

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

21. NOTICES:

- a. All notices to the Government shall be sent to the Chief, Real Estate Division, U. S. Army Engineer District, St. Louis, 1222 Spruce Street, St. Louis, Missouri 63103-2833.
- b. All notices to the bidder shall be sent to the address indicated in the bid.
- c. Notice shall be deemed to be given when mailed.
- d. No harvesting shall commence until the Government has received those payments required by Condition No. 4 of the General Terms and Conditions of Sale, and the Purchaser has received a notice to proceed.
- e. Payments shall be made to the Finance and Accounting Officer, USACE, St. Louis District.

22. CONTRACT ASSIGNMENT:

The sales agreement resulting from this invitation may be transferred in whole or in part if approved in writing by their Contracting Officer. Subcontracting of the operation is permissible and such subcontracting shall not be regarded as transfer of the sale agreement. Subcontracting of the operation shall not relieve the purchaser of any responsibility or liability with respect to any of the terms and conditions imposed herein.

**NOTIFICATION OF WORK COMPLETION
SALE AND REMOVAL OF TIMBER
LOCATION: WAPPAPELLO LAKE PROJECT OFFICE**

Department of the Army
St. Louis District Corps of Engineers
Real Estate Division
1222 Spruce Street
St. Louis, Missouri 63103-2833

Invitation No. DACW43-9-15-284
Contract No. DACW43-7-15-
Item No. 1
Blue Springs
Wappapello Lake Project Office
10992 Highway T
Wappapello, Missouri 63966-9603

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

By _____

APPROVAL OF WORK

Date

Work required under terms of the above referenced contract have been completed satisfactorily.

James Gracey
Forester

SUBJECT: Certificate of Completion
TO: Chief, Finance & Accounting

Date

1. Work required under the above contract has been satisfactorily completed.
2. Sale proceeds should be credited to the appropriate account.
3. Purchaser has furnished a Performance Deposit/Cashier's Check in the amount of \$ which should be refunded/returned.
