

FOR TIMBER AT: Rend Lake, IL

RETURN WITH BID

ISSUE DATE: March 26, 2025

**SALE OF GOVERNMENT PROPERTY- BID AND AWARD**

INVITATION FOR BIDS NO.

PAGE NO.

(See SF 114C for Privacy Act Statement)

DACW38-9-25-72

1

ISSUED BY			ADDRESS YOUR BID TO:		
REAL ESTATE DIVISION FOR INFORMATION CONTACT:			AGENCY'S NAME		BUREAU/SERVICE/OFFICE
			USAED		VICKSBURG
NAME			STREET ADDRESS		
ANGELA WILLIAMS			4155 CLAY STREET		
TELEPHONE			CITY	STATE	ZIP CODE
			VICKSBURG	MS	39183-3435
AREA CODE	NUMBER	EXTENSION	PLACE		
(601)	631-5230		ROOM 203		
E-MAIL ADDRESS			BIDS WILL BE OPENED AT		DATE
Angela.M.Williams@usace.army.mil			APRIL 29, 2025		TIME
					1:30 p.m.

**SEALED BIDS**

Sealed bids for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened. (Copies of the below mentioned forms, if not attached, are on file at the issuing office and are available upon request). Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price sent opposite each.

NO. OF COPIES

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(Pages 1-4)

**SUBJECT TO**

SF 114C, General Sale Terms and Conditions		Incorporated by reference:		
Other Special Terms and Conditions Attached				
BID DEPOSIT REQUIRED	IF "YES", PERCENTAGE OF TOTAL BID	DEPOSIT MADE PAYABLE TO	PAYMENT DUE (Calendar Days)	REMOVAL OF PROPERTY (Calendar Days)
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NA		31 Dec 27

**BID (Completed by Bidder)**

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted (60 calendar days if no period is specified by the Government or the Bidder, but not less than 10 calendar days in any case) after date of Bid opening, to pay for and remove the property.

BID ACCEPTANCE (Calendar Days)	TOTAL AMOUNT	DEPOSIT ATTACHED	DEPOSIT FORM(S)	AMOUNT OF DEPOSIT
		<input type="checkbox"/> YES <input type="checkbox"/> NO		

**BIDDER REPRESENTS THAT:**  
(Check appropriate boxes)**BIDDER REPRESENTS THAT:** (Check appropriate boxes)  
(Complete if the total amount of the bid(s) exceeds \$25,000.)

ACTION	YES	NO	ACTION	YES	NO
Property was inspected			Bidder paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract.		
Bidder is an individual					
Bidder is a small business. (See CFR, title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.)			Bidder agreed to furnish information relating to use of a company or person in securing or soliciting contract as requested by the Chief, Real Estate Division.		
Bidder employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract.					

BIDDER'S INFORMATION	NAME			BIDDER ID NUMBER		BIDDER'S TIN/SOCIAL SECURITY NO.	
	STREET			SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID		DATE OF BID	
	CITY	STATE	ZIP CODE				
	TELEPHONE	AREA CODE	PHONE	EXTENSION	NAME OF SIGNER (Type or print)		JOB TITLE OF SIGNER (Type or print)

**ACCEPTANCE BY THE GOVERNMENT (This section for Government Use Only)**

ACCEPTED AS TO ITEM(S) NUMBERED	AMOUNT(\$)	CONTRACT NUMBER(S)
BY - UNITED STATES OF AMERICA	NAME (Type or print)	
	Cody Barfield	
DATE OF ACCEPTANCE	JOB TITLE (Type or print)	
	Chief, Management and Disposal Branch	

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previous edition is usable

**STANDARD FORM 114** (REV. 5/2003)  
Prescribed by GSAFPMR (41 CFR) 101-45.3

RETURN WITH BID

**SALE OF GOVERNMENT PROPERTY -  
ITEM BID PAGE - SEALED BID**

IFB NUMBER

DACW38-9-25-72

PAGE 2

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
1.	<b>TIMBER SALE AREA #1:</b> 230.04 MBF <b>VMA 1, Stand 1 (East)</b> 73.0 acres of marked timber. This timber Sale Area is located right off Mine 24 Road by Sugar Creek Lot in the Rend Lake Project within Vegetation Management Area 1, Stand 1, located in Secs. 2, 3, 10, & 11, T6S, R2E, in Franklin County, IL		per/1,000	\$ _____	\$ _____		1.
2.	<b>TIMBER SALE AREA #2:</b> 360.98 MBF <b>VMA 7, Stand 2</b> 140 acres of marked timber. This timber Sale Area is located near the Atchinson Creek wetlands off Highway 37, on the Rend Lake Project within Vegetation Management Area 7, Stand 2, located in Secs. 4,7,9,17,T4S, R3E, in Jefferson County, IL		per/1000	\$ _____	\$ _____		2.
3.	<b>TIMBER SALE AREA #3:</b> 63.51 MBF <b>VMA 4, Stands 1-4</b> 92 acres of marked timber. This timber Sale Area is located along both sides of Mine 21 road, on the Rend Lake Project within Vegetation Management Area 4, Stands 1-4, located in Secs. 8, 9, 16, & 17, T5S, R2E, in Franklin County, IL		per/1000	\$ _____	\$ _____		3.
4.	<b>TIMBER SALE AREA #4:</b> 120.43 MBF <b>VMA 11, Stands 1-2</b> 69 acres of marked timber. This timber Sale Area is located along both sides of Benton Camp Rd. and Highway 37, on the Rend Lake Project within Vegetation Management Area 11, Stands 1-2, located in Sec. 31, T5S, R3E, in Franklin County, IL  <b>Maps and timber volume sheets of the area(s) are attached.</b>		per/1000	\$ _____	\$ _____		4.

BID NO. - TO BE FILLED IN BY SALES OFFICE

NAME OF BIDDER AND IDENTIFICATION NO. IF APPLICABLE (Type or print)

## CERTIFICATE OF CORPORATE BIDDER

I, \_\_\_\_\_(name), certify that I am the  
\_\_\_\_\_(position) of the corporation named as bidder herein;  
that \_\_\_\_\_(name) who signed this bid on behalf of the bidder was  
then the \_\_\_\_\_(position) of said corporation; that said bid was  
duly signed for and in behalf of said corporation by authority of its governing body and is  
within the scope of its corporate powers.

BY:

AFFIX

CORPORATE

SEAL

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

## CERTIFICATE AS TO SMALL BUSINESS STATUS

The bidder certifies that he (is) (is not) a small business concern within the terms of the following definition: In sales of Army forest timber 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.

(From 13 CFR 121.3-9 b), Rev. 29  
Rev. 29 Fed. Reg. 2988, 5 Mar 64)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Bidder

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).)

**INSTRUCTIONS.** This certificate must be attached to and is a part of every invitation to bid on the sale of Army 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.



## **SPECIAL CONDITIONS**

- 1. PERSONS EXCLUDED FROM BIDDING:** Officers and enlisted personnel of 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.
- 2. BIDDER'S DUTY:** It will be the duty of each bidder to ensure that their bid is delivered by the time and at the place prescribed in this Invitation for Bid to be considered fully responsive. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified.
- 3. FACSIMILE OR TELEGRAPHIC BIDS AND MODIFICATIONS:** Facsimile or telegraphic bids will not be accepted, but modifications by facsimile or telegram of bids already submitted will be considered if received prior to the exact time set for the opening of bids.
- 4. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS:** Late bids, modifications of bids, or withdrawals of bids thereof received at the office designated in the Invitation for Bid after the exact time set for opening of bids shall not be considered unless received before contract award, and either (1) sent by registered or certified mail not later than 5 calendar days before the bid receipt date specified; or (2) sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or (3) sent by U. S. Postal Service Express Mail Next Day Service - Post Office to Addressee not later than 5:00 p.m. at the place of mailing 2 working days prior to the date specified for receipt of bids. (The term "working days" excludes weekends and Federal holidays). However, a modification which is received from an otherwise successful bidder and which makes the terms of the bid more favorable to the government will be considered at any time it is received and may thereafter be accepted.
- 5. BID PRICE DETERMINATION:** When bids are solicited on more than one item, bidders will insert their individual bid prices in the space provided for each item beginning on page 2. The total bid price for each sale area will be used for the purpose of bid evaluation, award and all phases of contract administration.
- 6. BASIS FOR AWARD:** In accordance with all rules, regulations, and special conditions found within this Invitation for Bid, the highest bidder(s) for each Sale Area found to be fully responsive will be awarded the right to the timber found within the Sale Area they bid upon. The awardee(s) are also referred to as the "successful bidder" and/or "the Purchaser" in this Invitation.

Sealed bids (pages 1-4 inclusive) shall be submitted **IN TRIPLICATE** in a sealed envelope addressed to:

**U. S. Army Corps of Engineers  
ATTN: CEMVK-REM (Angela Williams)  
4155 Clay Street  
Vicksburg, Mississippi 39183-3435**

and plainly marked in the lower left-hand corner of envelope as follows:

**ATTN: Real Estate Division (Angela Williams)  
BID FOR TIMBER – Invitation for Bids No. DACW38-9-25-72  
TO BE OPENED AT - 1:30 p.m., April 29, 2025, Room 203**

**FAILURE TO PROPERLY ADDRESS AND IDENTIFY SEALED BID MAY RESULT IN FORFEITURE OF BID.**

7. The Awardee, hereinafter referred to as the "Purchaser", for their self, their successors, and heirs, hereby releases the United States and its officers, agents, or employees from all claim or claims for damages or injury in connection with use of the premises as herein contemplated either to person or property, arising, or to arise, from operations of the Government, or from floods of any kind or character, or arising from or incident to any other Governmental activity, and provide further that said release from damages shall extend to any "act of God."

8. 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 area.

9. Specific contract conditions are listed below:

a. The four (4) timber Sale Areas will be advertised on a pay-as-cut/per ton basis. Prospective bidders can bid on any or all Sale Areas. Bidders must insert their individual bid price on the space provided for each item.

i. **Sale Area No. 1 (VMA 1):** Consists of 73 acres of standing timber to be harvested using the single tree selection method. The objective of this harvest is to promote conditions for the establishment of an un-even aged and diverse forest.

ii. **Sale Area No. 2 (VMA 7):** Consists of 140 acres of standing timber to be harvested using the single tree selection method. The objective of this harvest is to promote conditions for the establishment of an un-even aged and diverse forest.

iii. **Sale Area No. 3 (VMA 4):** Consists of 92 acres of standing timber to be harvested using the single tree selection method. The objective of this harvest is to promote conditions for the establishment of an un-even aged and diverse forest.

iv. **Sale Area No. 4 (VMA 11):** Consists of 69 acres of standing timber to be harvested using the single tree selection method. The objective of this harvest is to promote conditions for the establishment of an un-even aged and diverse forest.

a. All standing snags will be left standing, regardless of tree marking paint.

b. All merchantable designated trees shall be harvested and sold on a pay-as-cut/per ton basis. Bids for the timber shall be accepted in a price per ton (stumpage value) for the following species/product categories dependent on which stand it is located: Pine Sawtimber, Pine Chip-n-Saw, Pine Pulpwood, Mixed Hardwood Sawtimber and Hardwood Pulpwood. Any bidder who provides a zero bid (or blank) on any species/product category shall be considered non-responsive. Bids for each product shall be evaluated and the award will be based on the highest financial gain to the Government. A bid deposit is not required. **Weekly payments submitted must be either a certified check or cashier's check made payable to "FAO-USACE-St. Louis"**. The partial payment will be credited and applied to the individual sale area at the completion of all harvested timber on said individual sale area. The purchaser shall be responsible for payment as outlined in Condition 9f. **All timber sale awards are final.**

c. **System of Marking:** The system of tree marking included in this sale are as follows. **Selected trees to be harvested are marked with blue paint (at breast height and on the stump) in each stand delineated on the enclosed maps. Selected trees to leave are unmarked.** Also, planned log sets have been identified and will be discussed prior to commencing harvesting operations. Streamside management zones (SMZ's) are marked with flagging. U.S. Army Corps of Engineers property boundaries are marked with distinct clear boundary lines. All merchantable products designated for removal will be removed from the timber sale area. **Cutting any undesignated trees shall not be permitted.**

d. **Merchantability Specifications:** The purchaser shall merchandize timber to the maximum practical extent in order to increase monetary return to the Government. The following categories shall be used to determine merchantability specifications:

(1) Mixed Hardwood Sawtimber: Timber greater than 16 inches at the butt to an 8-inch top. **Located in Sale Areas 1-4.**

(2) Hardwood Pulpwood: All timber less than sawtimber dimensions at the butt to a 3-inch top or shows poor quality (forks, poor form, etc.) greater than or equal to sawtimber dimensions making it less desirable for lumber grade. **Located in Sale Areas 1-4.**

e. **Inspection**: Compliance with contract conditions shall be ensured by frequent site inspections by government representatives. **Loaded log trucks shall not leave the timber sale without filling out a load report to be provided by the purchaser and/or Government.** The following information shall be entered on the load report:

- (1) Species and product designation of the load.
- (2) Destination of the load.
- (3) Time of load departure.
- (4) Initials of the truck driver.

Upon return to the timber sale, the driver shall enter the weight ticket number for the load. The load report shall be maintained onsite for inspection by government representatives. A government representative shall collect load reports on a weekly basis.

f. **Periodic Partial Payment**: The purchaser is responsible for all timber payments to the Government. Weekly payments shall be made to the Government no later than 10 days after the week in which the timber was delivered. Weight tickets for each load hauled during the payment period shall be furnished with a certified or cashier's check made payable to "FAO-USACE-St. Louis" and submitted to:

U.S. Army Corps of Engineers  
St. Louis District, Rend Lake Project Office  
CEMVS-ODB (ATTN: Brocton Bundren)  
11981 Rend City Rd.  
Benton, IL 62981

**Copies of the checks and weight tickets shall be simultaneously provided to:**

**U.S. Army Corps of Engineers  
St. Louis District, Rend Lake Project Office  
11981 Rend City Rd. Benton, IL 62812  
ATTN: Brocton Bundren**

**The purchaser must write the contract number (DACW No.) on both the checks and the weight tickets.**

**g. Specific Requirements and Equipment Limitations:**

**i. Sale Area No.1 Vegetation Management Area 1 – 73 acres:** Notify project forester prior to logging. Placement of loading decks and skid trails/haul roads will be coordinated with the project forester prior to placement. Access from or across private lands, pipelines, other utility easements, and/or state highways will be the responsibility of the Purchaser. Logging operations will adhere to Best Management Practices. All haul roads and decks will be cleaned, smoothed, water barred, and seeded with winter wheat at 50 lbs. per loading deck upon completion.

**ii. Sale Area No. 2 Vegetation Management Area 7 – 92 acres:** Notify project forester prior to logging. Placement of loading decks and skid trails/haul roads will be coordinated with the project forester prior to placement. Access from or across private lands, pipelines, other utility easements, and/or state highways will be the responsibility of the Purchaser. Logging operations will adhere to Best Management Practices. All haul roads and decks will be cleaned, smoothed, water barred, and seeded with winter wheat at 50 lbs. per loading deck upon completion.

**iii. Sale Area No. 3, Vegetation Management Area 4 – 140 acres:** Notify project forester prior to logging. Placement of loading decks and skid trails/haul roads will be coordinated with the project forester prior to placement. Access from or across private lands, pipelines, other utility easements, and/or state highways will be the responsibility of the Purchaser. Logging operations will adhere to Best Management Practices. All haul roads and decks will be cleaned, smoothed, water barred, and seeded with winter wheat at 50 lbs. per loading deck upon completion.

**iv. Sale Area No. 4 Vegetation Management Area 11 – 69 acres:** Notify project forester prior to logging. Placement of loading decks and skid trails/haul roads will be coordinated with the project forester prior to placement. Access from or across private lands, pipelines, other utility easements, and/or state highways will be the responsibility of the Purchaser. Logging operations will adhere to Best Management Practices. All haul roads and decks will be cleaned, smoothed, water barred, and seeded with winter wheat at 50 lbs. per loading deck upon completion.

**h. The purchaser shall cut and remove all timber and complete all associated work prior to contract period ending. The contract period for this timber sale will expire**



on **31 December 2027**. An extension may be granted by the Government at 8 percent the bid price if written request is made and considered to be in the best interest of the Government. The following calculation will be used by the Government for extensions:

$$\frac{\text{Product Bid Price}}{\text{Per Ton}} \times 8\% = \text{Extension Price}$$

The buyer shall submit such request to the Chief of Real Estate Division, or a designated representative, at least 10 days before the sale expiration.

i. Felling, skidding, and hauling operations shall be executed in a safe and prudent manner in order to minimize damages to the forest soils and residual stand. Excessively damaged residual trees, or non-designated cut trees, will be sold to the purchaser at rates equal to double stumpage values. The project forester will regularly inspect the purchaser's harvesting operations for contract compliance. The purchaser shall pay the original per unit bid price if the project forester approves the removal of additional trees while the contract is in effect.

j. All tree cutting activities will take place between 01 November and 31 March of any given years.

k. In order to minimize damages to the forest soils and residual stand, felling, skidding, and hauling operations shall be executed in a safe and prudent manner. Excessively damaged residual trees, or non-designated cut trees, will be sold to the Purchaser at rates equal to double stumpage values. The project forester will regularly inspect the Purchaser's harvesting operations for contract compliance. The purchaser shall pay the original per unit bid price if the project forester approves the removal of additional trees while the contract is in effect.

l. Construction or repair of temporary haul roads will be the responsibility of the purchaser. Equipment and materials used to construct or repair temporary haul roads shall be supplied by the purchaser. The purchaser shall be responsible for obtaining permits or easements from state or county road departments, timber companies, etc., if required.

m. The contract period for these Sale Areas will expire on **31 December 2027**. The Purchaser(s) shall cut and remove all timber and complete all associated work on all Sale Areas within the contract period. An extension may be granted by the Government at 10 percent of the purchase price if written request(s) are made and considered to be in the best interest of the Government. The Purchaser shall submit such request(s) to the Chief of Real Estate Division, or a designated representative at least 10 days before the sale expiration.

n. Harvest operations may be temporarily halted by the project forester if logging operations become poor enough to cause permanent site and soil degradation (wet

ground conditions). The operation of equipment will not be permitted when the site is wet enough to cause severe rutting.

o. All landing sites, staging areas, primary skid trails, stream/slough crossings, and haul roads must be approved by the project forester prior to placement.

p. The Purchaser will assume responsibility and liability for the restoration of all haul roads, primary skid trails, and staging areas that are utilized in the timber harvest operations. The Purchaser shall ensure that the logging roads and log sets are smoothed when harvesting is complete. Berms and/or water bars will be constructed and/or replaced on haul roads and primary skid trails where soil erosion may occur. The Purchaser shall apply 50 lbs. of winter wheat seed per loading deck when logging is complete. The Government may require the Purchaser to delay seed application in the absence of adequate ground moisture or excessive flooding. The Purchaser shall remove slash (tops and limbs) and other logging debris from stream channels and the rights-of-way of improved roads or trails on a daily basis.

q. It will be the responsibility of the purchaser to ensure that the work sites are left free of litter and debris that normally occur during timber harvest operations. The purchaser shall prevent the spillage of any oil, fluid, or other contaminants onto the ground or into waterways during harvesting operations. Any such material will be collected and properly disposed of off Government property.

r. The purchaser shall ensure that all workers engaged in timber harvesting operations on Corps of Engineers property utilize appropriate safety apparel and equipment in accordance with the State of Arkansas workman's compensation laws.

s. The project forester must be notified prior to commencing harvesting operations.

t. The purchaser will assume complete responsibility and liability for any damages that may arise due to negligence in the operation.

u. The project forester may immediately halt harvesting if deemed necessary by noncompliance with these harvesting specifications.

v. Temporary traffic control signs shall be posted to provide warning to vehicle operators of potentially hazardous conditions associated with the harvesting operation, if requested by the project forester. Signs shall be posted at least 500 feet on either side of locations where log trucks enter main public roadways. The purchaser shall remove all signs upon completion of harvesting.

10. A representative of this office, Mr. Brocton Bundren, is available to answer questions and schedule show-me-trips. Interested buyers should contact Mr. Bundren of the Rend Lake Project Management Office at (618) 724-2493 for show-me times and dates.

11. This Invitation for Bid (IFB) and SF 114 – Sale of Government Property – Bid and Award, including all the terms and conditions set forth herein, when accepted by the Government shall constitute the contract of sale between the highest successful bidder(s) (the Purchaser/awardee) and the Government. Such agreement shall constitute the whole contract unless modified in writing and signed by both parties. No oral statements or representations made by, for, or ostensibly on behalf of either party shall be part of such contract. Neither this contract, nor any interest therein, shall be transferred or assigned by the successful bidder.

12. In the event of failure of the Purchaser to comply with the terms of this contract of sale, the Government may declare the Purchaser in default, and they shall forfeit any and all rights held under this contract.

13. During the time that this agreement remains in force, the Purchaser shall independently do all in their power to prevent forest fires on the Sale Area and in its vicinity, and shall require their employees, subcontractors, and employees of subcontractors to do likewise. All trucks and tractors used on this sale operation shall be equipped with suitable mufflers or spark arrestors.

14. Access across other than Government-owned lands will be provided by the Purchaser. Access across Government-owned lands will not damage cropland, pasture, or hayland.

15. Any method of logging other than by those set forth in this Invitation for Bid may be employed only with the advance approval in writing by the Chief of Real Estate Division and under such conditions and restrictions as they may require. The Purchaser will be authorized to build, within the limits of the Sale Area, temporary roads, structures, and other improvements necessary in the logging of the timber included in this contract; **PROVIDED**, that all such roads, structures, and improvements shall be located and operated subject to such regulations as may be prescribed by the Chief of Real Estate Division.

16. All telephone lines, power lines, gas lines, ditches, and fences, located within or immediately outside the exterior boundaries of the Sale Area, shall be protected so far as possible in logging operations and if injured shall be repaired immediately by the Purchaser. Roads and trails shall always be kept free of logs, brush, and debris resulting from the Purchaser's operations hereunder. Any road or trail used by the Purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use, shall promptly be repaired by them to its original condition.

17. The Government shall not be liable for delays in operation or for loss or destruction of or damage to property of the Purchaser in connection with this contract caused by any of the following perils: fire, lightning, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, vandalism and malicious mischief, earthquake, and/or floods, meaning thereby rising of rivers, streams, and the operation of the reservoir for flood control purposes.

18. Notice by the Government of acceptance of the bid, if not personally made to the successful bidder (the Purchaser/awardee) or a duly authorized representative of such bidder, shall be deemed to have been sufficiently given when mailed in a postpaid or franked envelope to the Purchaser at the address indicated in this bid.

19. Neither this contract nor any interest therein shall be assigned or transferred by the Purchaser to any other party. (Section 3737, Revised Statutes, as amended; 41 U.S.C. 15.)

20. During the performance of this contract, the Purchaser (in this Condition known hereinafter as "the Contractor") agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer (Chief of Real Estate Division) setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer (Chief of Real Estate Division), advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post

copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

21. A bid executed by an attorney or agent on behalf of the bidder must be accompanied by copies of their Power of Attorney or other evidence of their authority to act on behalf of the bidder. If the bidder is a corporation, the CERTIFICATE OF CORPORATE BIDDER 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 may be attached to the bid copies of 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.



22. The right is reserved, as the interest of the Government may require, to reject any or all bids, to waive any defect or informality in bids received, and to accept or reject any bid or portion thereof.

23. Except as otherwise provided in this Invitation for Bid and SF 114 – Sale of Government Property – Bid and Award, any dispute concerning a question of fact arising under this invitation, which is not disposed of by agreement, shall be decided by the Chief of Real Estate Division who shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the Chief of Real Estate Division 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 Chief of Real Estate Division written appeal addressed to the Secretary of the Army. The decision of the Secretary or their 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 their appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Chief of Real Estate Division's decision. This condition does not preclude consideration of law questions in connection with those decisions; 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.

24. Any awarded contract may be subject to Executive Order 13658 and Executive Order 13706.

25. Additional copies of this advertisement may be obtained from the Rend Lake Project Office, 11981 Rend City Rd., Benton, IL 62812, or by going to our website at: <https://www.mvs.usace.army.mil/Missions/Recreation/Rend-Lake/>.

**AUTHORITY FOR SALE:** Federal Property and Administrative Services Act of 1949, as amended (40 USC 471, et seq.) and ER 405-1-12, Chapter 11.

## **Stand Summary**

### **Vegetation Management Area 1**

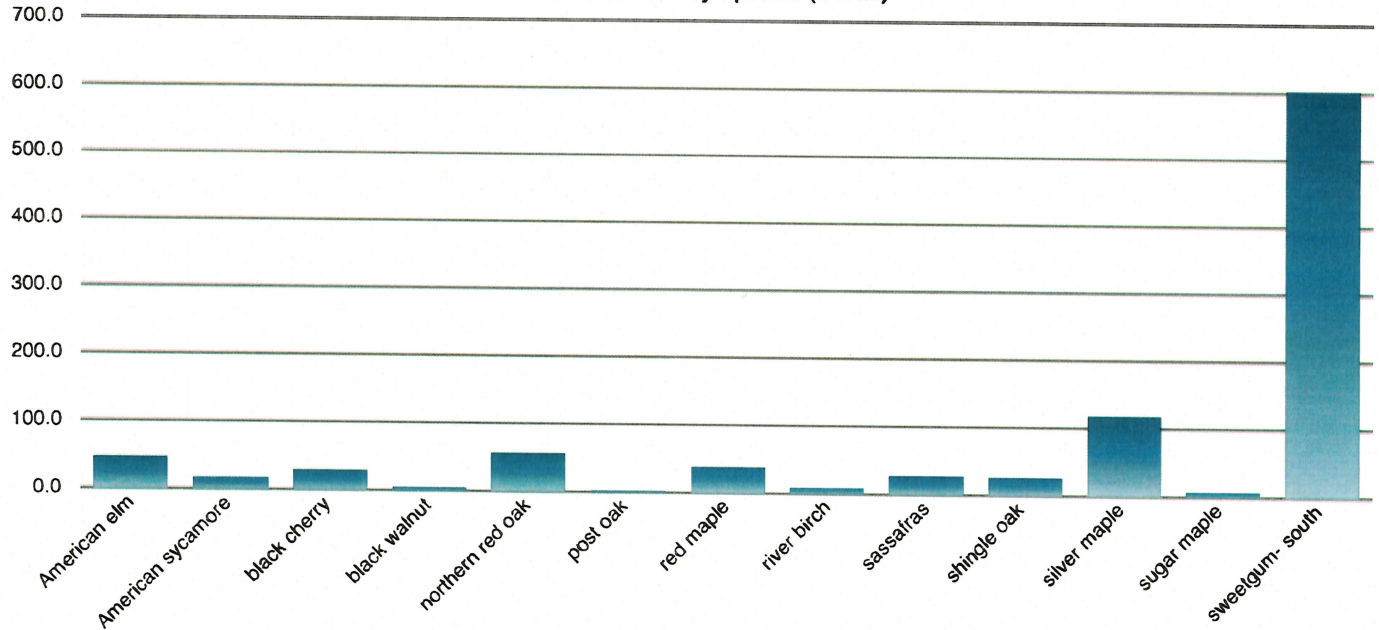
Vegetation Management Area 1 is a quality timber stand comprising mostly Sweetgum with Silver Maple and lesser amounts of: American Elm, Black Cherry, Sassafras, Pin Oak, Red Oak, Shingle Oak, and other Mixed Hardwood. Many of the Sweetgum trees selected for removal exhibit great form with tall straight trunks. The mast producing trees were favored for retention where applicable to favor wildlife. The stand is mostly upland with a stream along the WNW boundary containing wetter areas adjacent as well as other minor drainage areas throughout the stand. There are water pools constructed for wildlife located in the stand.

Access to the stand is good off Mine 24 Road with a cleared right-of-way that runs the entire length of the southern boundary. The suggested main landing site would be the large field off Mine 24 Road on the western side of the property with logging and decking options also abundant in the right-of-way.

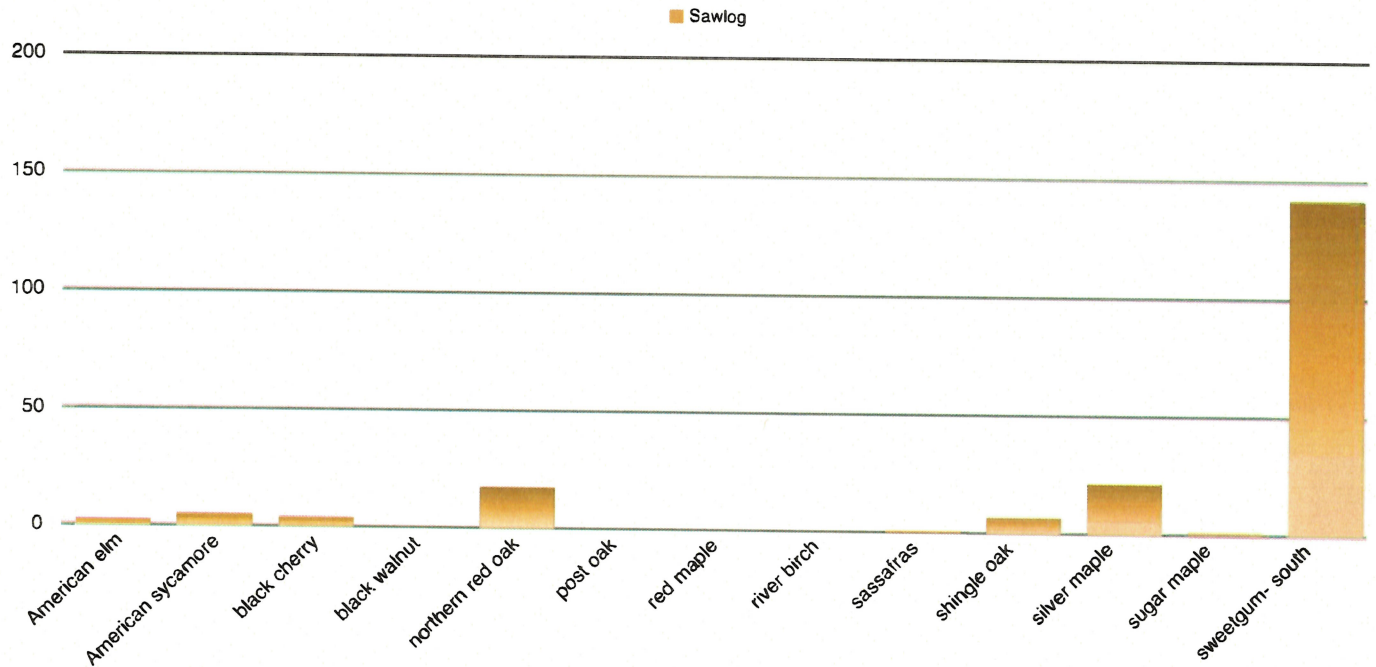
Note: Vegetation Management Area 1 also had a stand 3 component. Conversations with Army Corps personnel determined that this area was to only be pre-commercially thinned and Army Corps personnel would perform appropriate TSI thinnings. Compass Point marked the undesirable species (mostly elm) from the understory to relieve resource competition in an area west of the Big Muddy River. Once thinned, we believe the stand is an excellent candidate for a commercial harvest due to current stocking levels and structure.

# STAND SUMMARY 1

Total Volume by Species (Cords)



Total Sawtimber by Species (MBF)

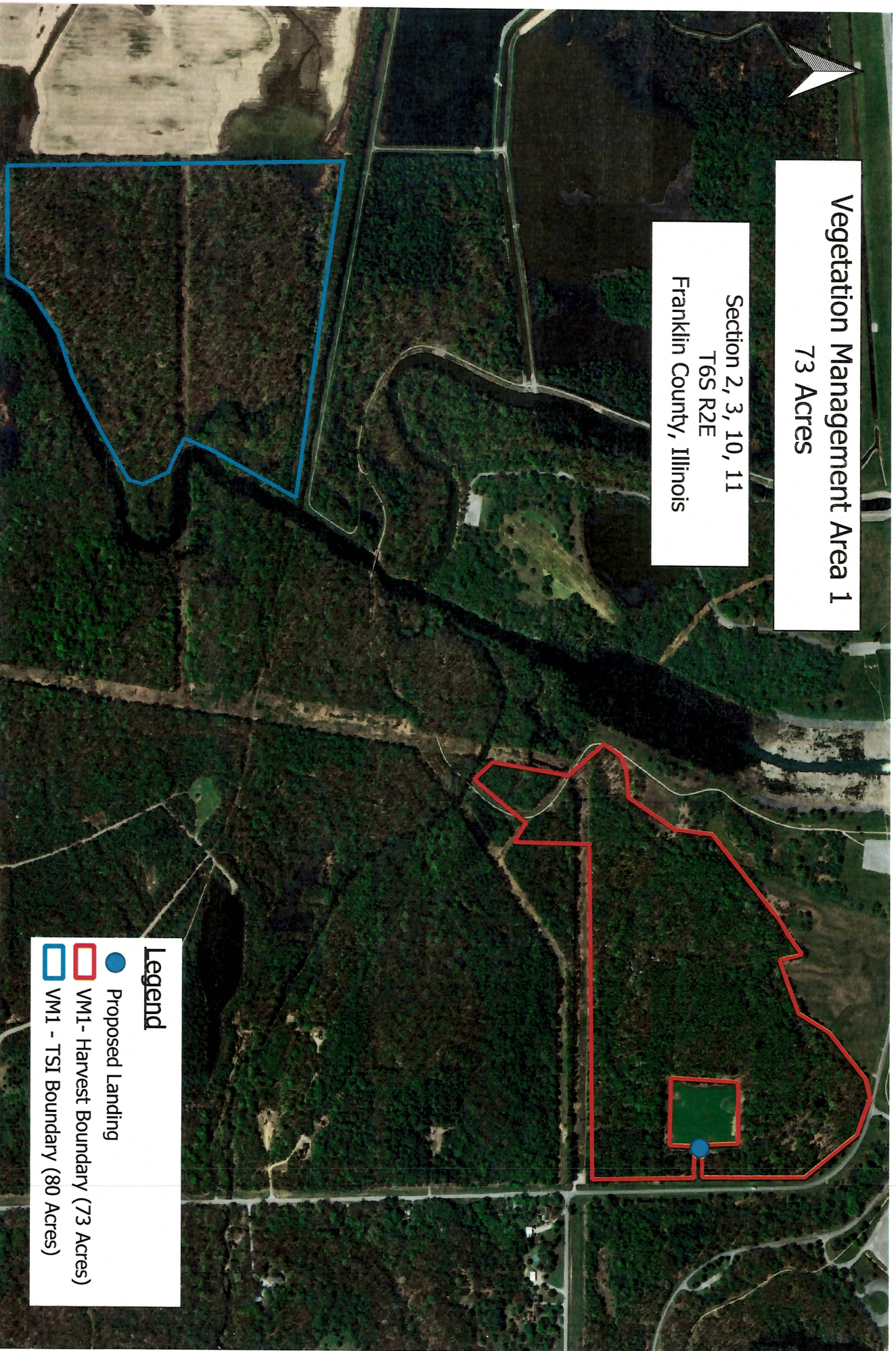






# Vegetation Management Area 1 73 Acres

Section 2, 3, 10, 11  
T6S R2E  
Franklin County, Illinois



## Legend

- Proposed Landing
- VM1 - Harvest Boundary (73 Acres)
- VM1 - TSI Boundary (80 Acres)





## **Stand Summary**

### **Vegetation Management Area 4**

Vegetation Management Area 4 is an area broken up into 4 adjacent parts each with a slightly different structure and age demographic. Black Cherry, Sassafras, American Elm, White Oak, and Silver Maple are the most prevalent species with 11 other species represented in our sample. Overall, the stand has smaller diameter timber being removed as the larger portion east of Mine Road has many stems being removed from a younger, mixed hardwood plantation. However, larger diameter timber exists in other portions of this management area. Several areas of WM4 were marked for thinning but not recommended to be included in the sale due to water inundation and difficult access in the NW portion and understocked areas in the main section east of Mine Road.

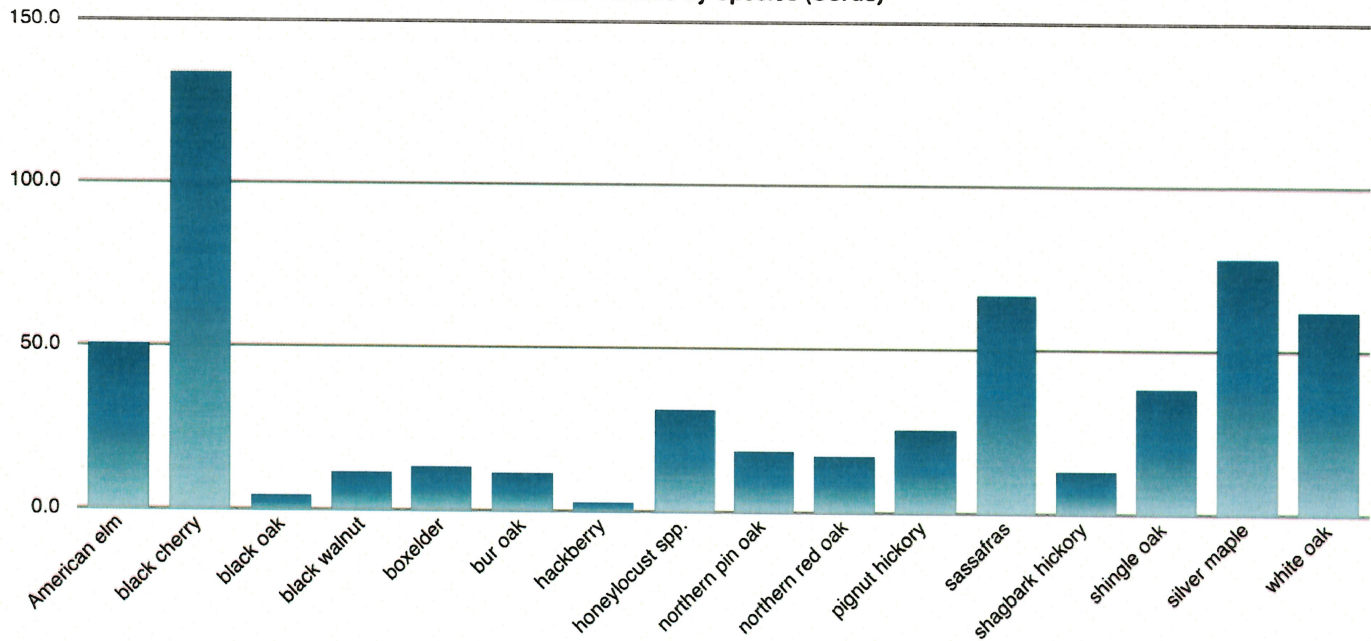
Due to a lack of abundant sawtimber, this may be one of the more difficult areas to sell as the pulp market is not generally strong in the Rend Lake area.

Access is generally good but with the main Mine Road bisecting the sale and several fields in and around the main section east of Mine Road for quality landing sites. The areas west of Mine Road offer easy access off the main road with areas that will facilitate smaller landings appropriate for lighter volumes.

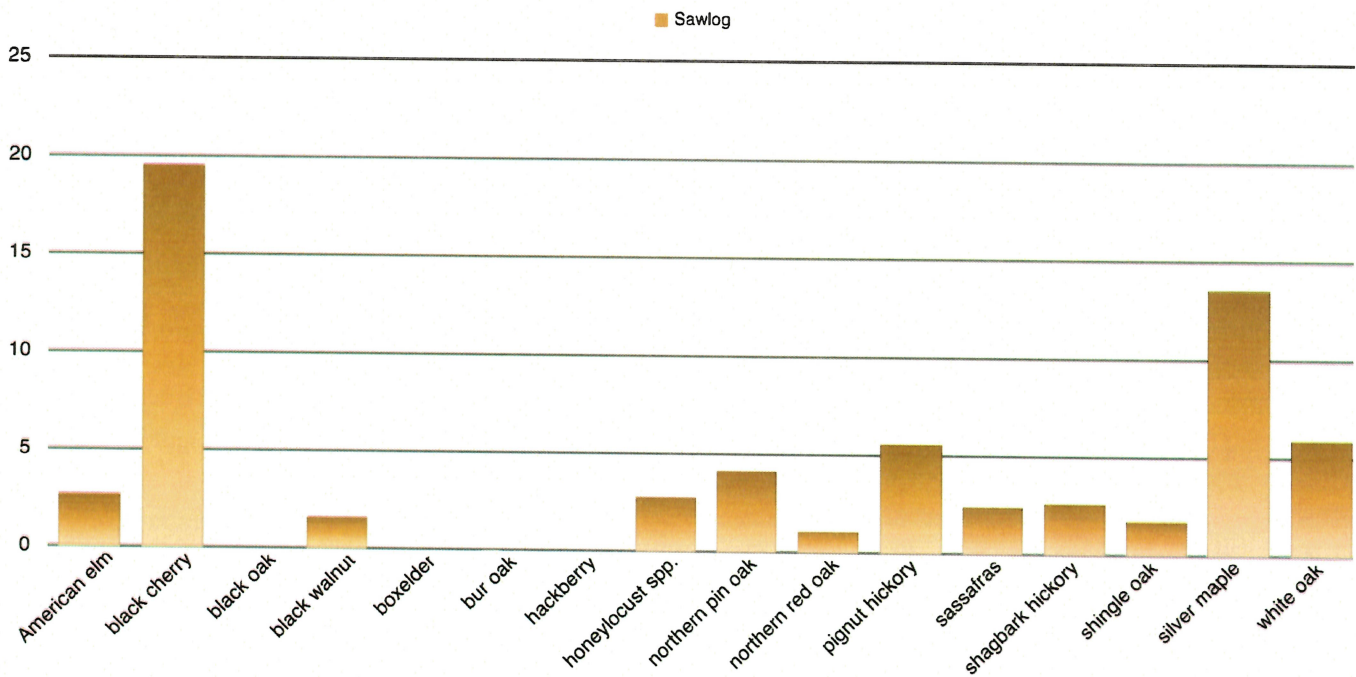


## STAND SUMMARY 4

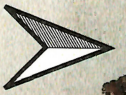
Total Volume by Species (Cords)



Total Sawtimber by Species (MBF)





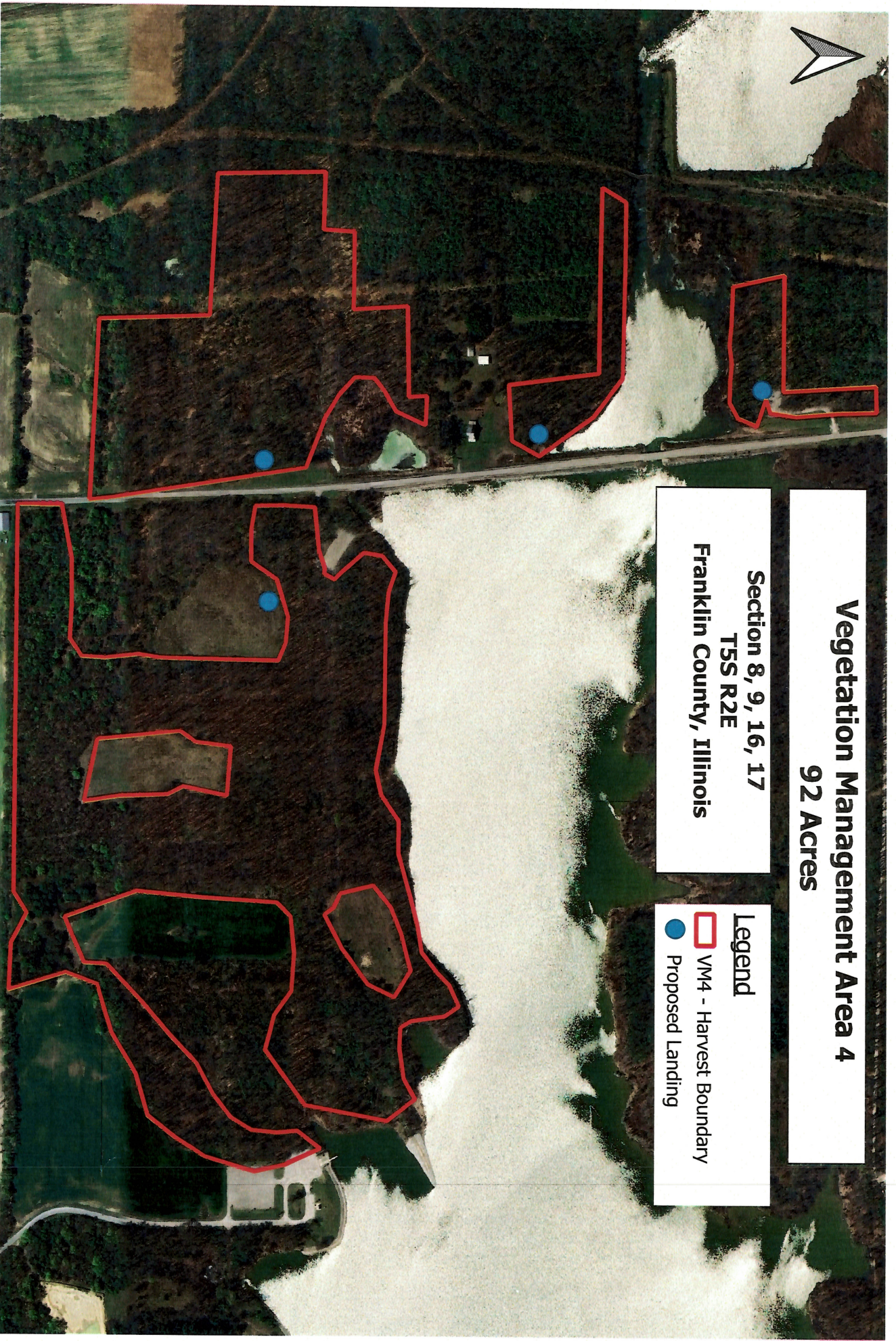


# Vegetation Management Area 4 92 Acres

Section 8, 9, 16, 17  
T5S R2E  
Franklin County, Illinois

## Legend

-  VM4 - Harvest Boundary
-  Proposed Landing





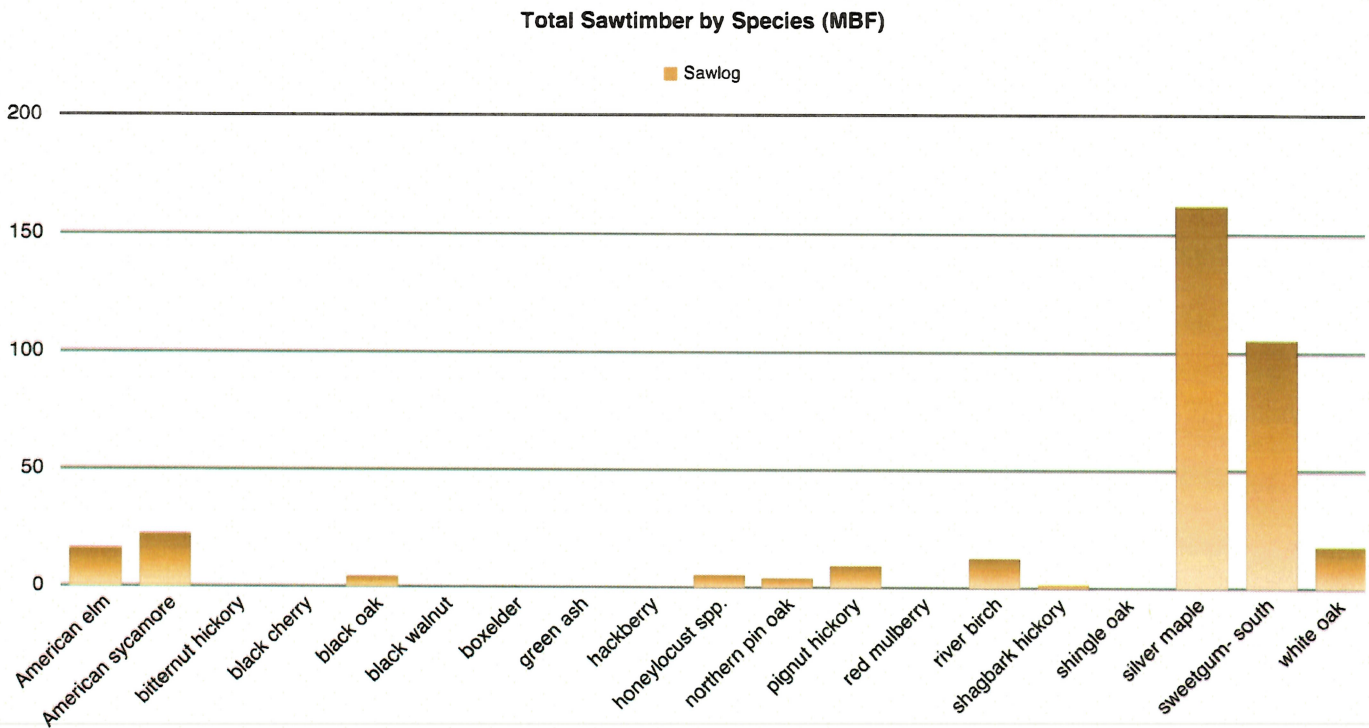
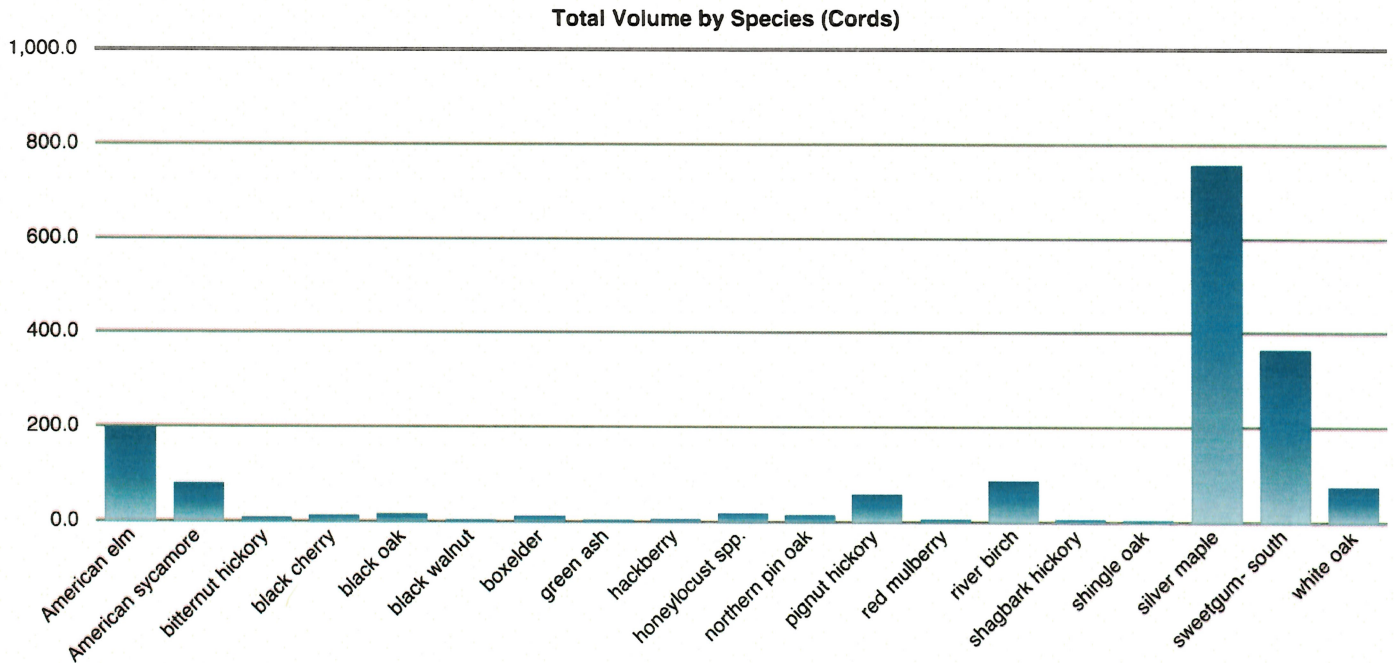
## **Stand Summary**

### **Vegetation Management Area 7**

Vegetation Management Area 7 is a large stand consisting mostly of Silver Maple, American Elm, and Sweetgum, but 16 other Mixed Hardwood species were noted in the survey. Much of the area is typical floodplain tolerant forest, but VM7 has notable areas of upland oaks and lesser areas of smaller diameter thinnings as well. Tree diameters, especially in the Silver Maple and Sycamore, can be quite large with no harvest occurring recently. The area is bisected by many major and minor streams and will need several access points and landings to adequately remove all timber. Dry conditions will also be necessary as water inundation affects the low-lying areas.

Access is generally good with a road system and corresponding fields off County Road, 1400 East, to the south, and an unnamed access road that originates off County Road 525 North, on the north end of the property.

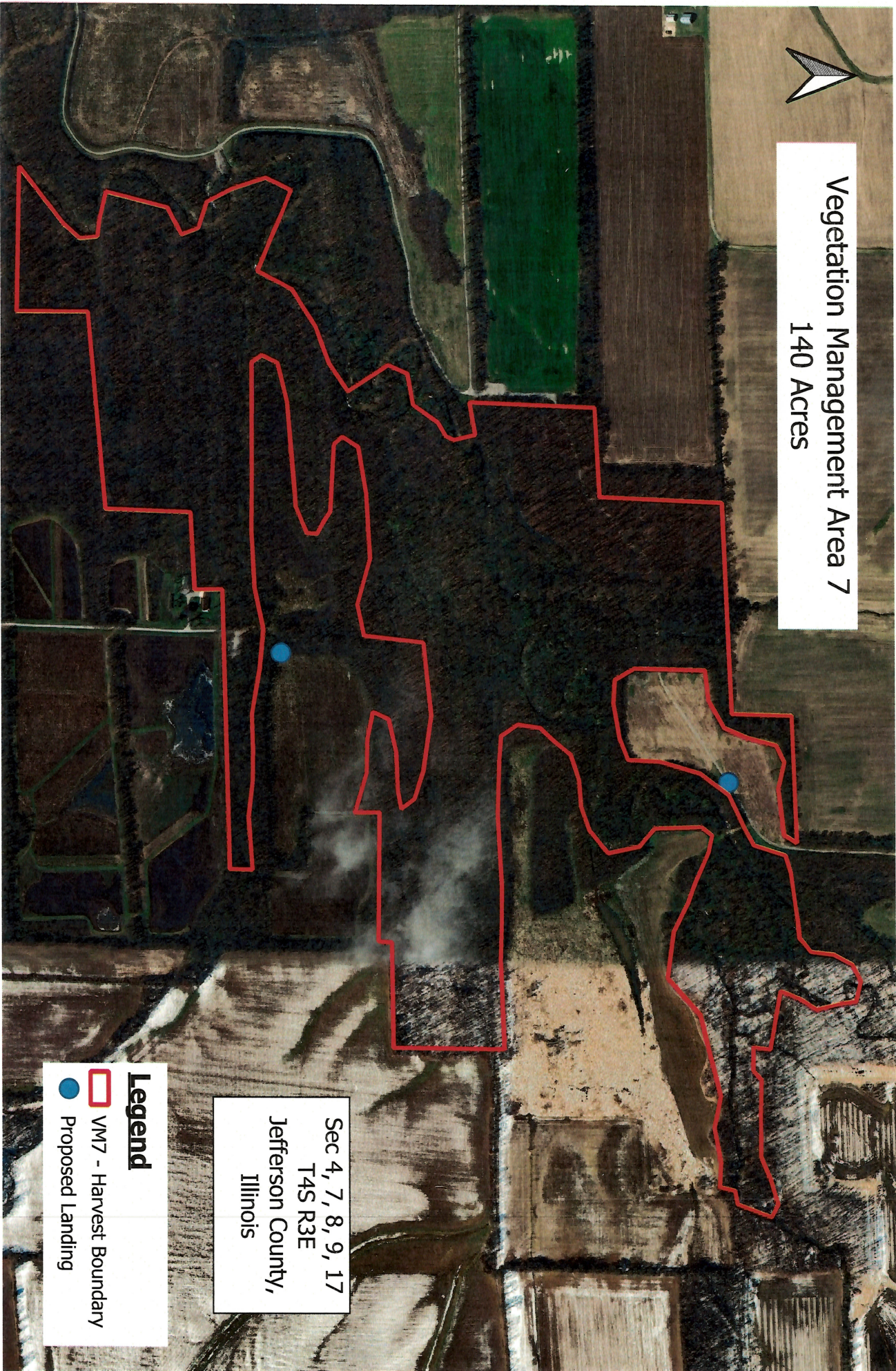
## STAND SUMMARY 7







Vegetation Management Area 7  
140 Acres



Sec 4, 7, 8, 9, 17  
T4S R3E  
Jefferson County,  
Illinois

**Legend**

-  VM7 - Harvest Boundary
-  Proposed Landing





## **Stand Summary**

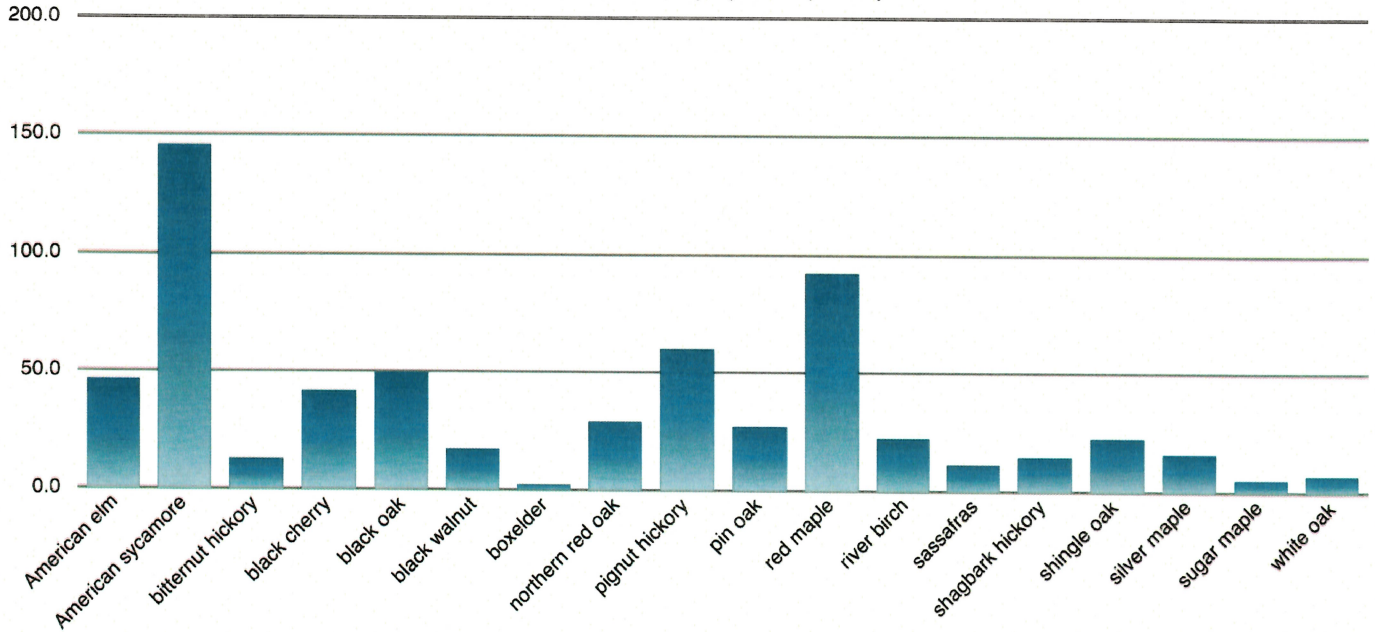
### **Vegetation Management Area 11**

Vegetation Management Area 11 is a mixture of Upland Oak/Hickory timber types with Silver Maple floodplain in the lower lying areas. Sycamore, American Elm and Soft Maples comprised the primary species, but 14 other tree species were found in the sample with notable oak and hickory. A major stream bisects the NE section of VM11. Boundaries in the western portion were changed significantly due to lack of stocking in the NW and water inundation/access issues in the WSW.

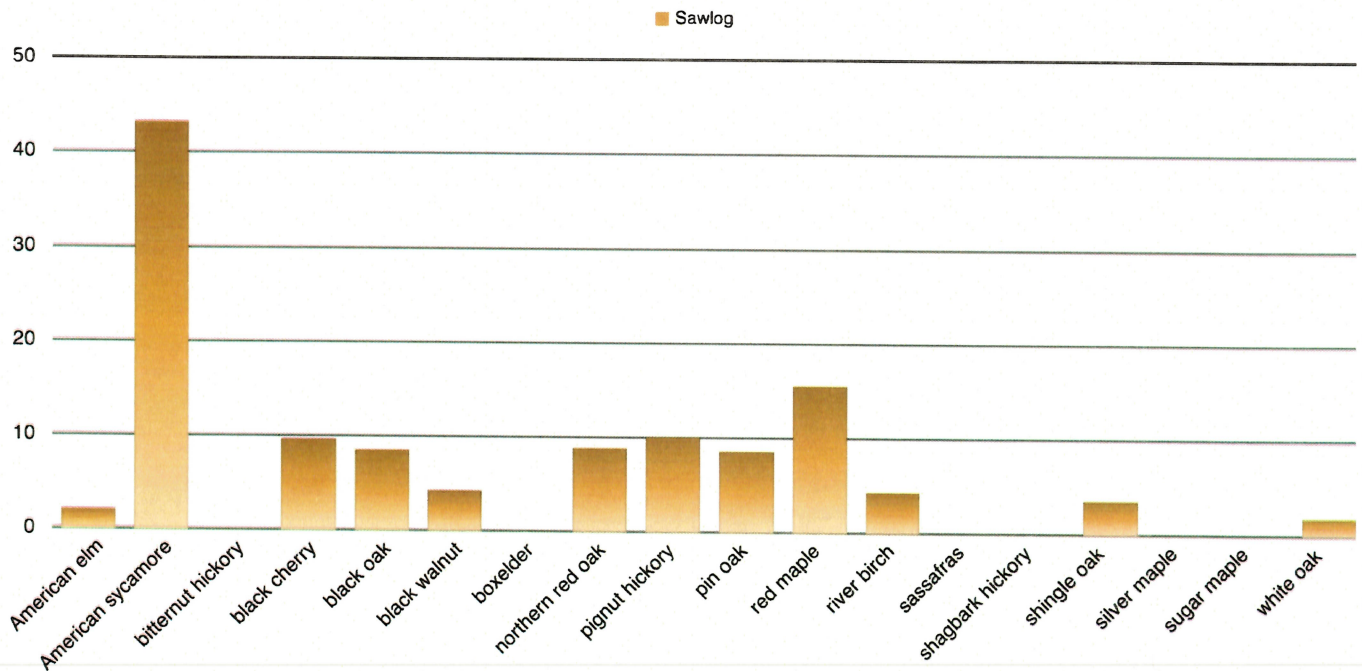
Access is generally good with Highway 37 and Benton Camp Road bisecting the sale. There also is a large right-of-way west of Benton Camp Road that provides good access. Due to the major roadways, several smaller landings will most likely be needed for decking purposes and additional trees in those areas may need to be removed by the timber sale administrator.

## STAND SUMMARY 11

Total Volume by Species (Cords)



Total Sawtimber by Species (MBF)









**Vegetation Management Area 1.1**  
**69 Acres**

Section 31  
T5S R3E  
Franklin County, Illinois



**Legend**

-  VM4 - Harvest Boundary
-  Proposed Landing

