SALE OF GOVERNMENT PROPERTY - BID AND AWARD
(See SF 114C for Privacy Act Statement)

Issued by

REAL ESTATE DIVISION

For Information Contact:

Name

Area Code

Telephone

Email Address

Address Your Bid To:

AGENCY'S NAME

BUREAU/SERVICE/OFFICE

STATE

ZIP CODE

City

Street Address

Bids Will Be

Opened At

Datetime

No. Of Copies

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.

Subject To

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 (Completed by Bidder)

After Award

Bidder Represents That: (Check appropriate boxes)

(Complete if the total amount of the bid(s) exceeds $25,000.)

Action

Yes

No

Property was inspected

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 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 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 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.

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)

Chrsytal Spokane

Chief, Real Estate Division

Authorized for Local Reproduction

Previous edition is usable
BID SHEET
U.S. ARMY CORPS OF ENGINEERS-WAPPAPELLO LAKE, MISSOURI
IFB # DACW38-9-21-11

BID OPENING DATE: December 1, 2020, 2:00 p.m.

BIDDER (printed): ______________________

TIMBER SALE AREA #1:
Wet Fork: Comp. 8, Stand 12
75 acres of marked timber.
This timber sale area is located at Wetfork on the Wappapello Lake Project within Compartment 8, Stand 12, located in S29, T27N, R06E, Wayne County, MO.

BID:
$__________ Total $_____________

TIMBER SALE AREA #2:
Sulphur Springs: Comp. 6, Stand 1
57 acres of marked timber.
This timber sale area is located at Sulphur Springs on the Wappapello Lake Project within Compartment 6, Stand 1, located in S29, T28N, R06E, Wayne County, MO.

$__________ Total $_____________
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 NAME

SEAL

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. 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.

3. 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 bids 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.

4. 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.

5. It will be the duty of each bidder to see that his bid is delivered by the time and at the place prescribed in this invitation. 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.
6. Sealed bids (pages 1-4 inclusive) shall be submitted **IN TRIPlicate** in a sealed envelope addressed to:

   District Engineer  
   Vicksburg District  
   U. S. Army Corps of Engineers  
   ATTN: CEMVK-RE-M  
   4155 Clay Street  
   Vicksburg, Mississippi 39183-3435

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

   ATTN: Real Estate Division  
   BID FOR TIMBER - Inv. No. DACW38-9-21-11  
   TO BE OPENED AT - 2:00 p.m., December 1, 2020, Room 203

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

7. The Purchaser, for himself, his 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 two timber sale areas are to be included in the same Invitation for Bids (IFB). Prospective bidders are able to bid on any or all of the sale areas. Bidders must insert their individual bid price on the space provided for each item. Sale Area 1 consists of 75 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. Sale Area 2 consists of 57 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.
b. All standing snags will be left standing, regardless of tree marking paint.

c. Specific Requirements and Equipment Limitations:

(i) Sale Area No. 1, Wetfork – 75 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 or state highways will be the responsibility of the buyer. No wet weather logging will be permitted. 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, Sulphur Springs – 57 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 or state highways will be the responsibility of the buyer. No wet weather logging will be permitted. All haul roads and decks will be cleaned, smoothed, water barred, and seeded with winter wheat at 50 lbs per loading deck upon completion.

d. All tree cutting activities will take place between 01 November and 31 March of any given years, during the non-active roost season for woodland bat species.

e. 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.

f. Construction or repair of temporary skid trails/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, if required.

g. The contract period for these sale areas will expire on 30 March 2023. 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 buyer shall submit such request(s) to the Chief of Real Estate Division, or a designated representative, at least 10 days before the sale expiration.
h. 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.

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

j. 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 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 on a daily basis.

k. 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 contaminant onto the ground or into waterways during harvest operations. Any such material will be collected and properly disposed of off Government property.

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

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

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

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

p. 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, Ms. Angela Williams, is available to answer questions at (601) 631-5230 and Mr. Eric Lemons is available for a show-me-trip. Interested buyers should contact Mr. Lemons of the Wappapello Lake Project Management Office at (573) 222-8562, to arrange for show-me times and dates.

11. This Invitation, Bid and Acceptance, including all the terms and conditions set forth herein, when accepted by the Government shall constitute the contract of sale between the successful bidder and the Government. Such agreement shall constitute the whole contract unless modified in writing and signed by both parties. No oral 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 he 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 his power to prevent and suppress forest fires on the sale area and in its vicinity, and shall require his 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 injure cropland, pasture, or hayland.

15. Any method of logging other than by those set forth in this invitation may be employed only with the advance approval in writing by the Chief of Real Estate Division and under such conditions and restrictions as he may require. The Contractor 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 at all times 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 him 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 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 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 bidder 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 Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, physical handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, physical handicap, 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 Chief of Real Estate Division setting forth the provisions of this Equal Opportunity 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, physical handicap, or national origin.

   c. 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 Chief of Real Estate Division advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   d. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or
pursuant thereto, and will permit access to his 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.

e. In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, 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 September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

f. The Contractor will include the provisions of paragraphs a through e 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, as amended by Executive Order No. 11375 of October 13, 1967, 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 the contracting agency may direct 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 by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21. A bid executed by an attorney or agent on behalf of the bidder must be accompanied by copies of his Power of Attorney or other evidence of his authority to act on behalf of the bidder. If the bidder is a corporation, the CERTIFICATE OF CORPORATE BIDDER 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, Bid, and Acceptance, 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 his 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 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 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 Real Estate
Division, Vicksburg District, U.S. Army Corps of Engineers, 4155 Clay Street,
Vicksburg, Mississippi 39183-3435, or by calling Angela Williams at (601) 631-5230
office or (601) 831-0172 cell.

**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.
Site Area 1 Tally Sheet
Wetfork

Timber Sale Report
Information Based on All Survey Data
For Forest: Oak/Hickory Compartment: 8 Stands: 12 (West of Pipeline)

Reports for Sale Type: Tree (Total in Stand)

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-Totals-  

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- **Totals** -

|       | 0   | 0   | 163 | 477 | 328 | 335 | 249 | 152 | 92  | 33  | 8  | 10 | 4  | 1851 |

**Reports for Sale Type:** Plot (Per Acre)
Sale Area 2 Map

Sulphur Springs
### Sale Area 2 Tally Sheet

#### Timber Sale Report
Information Based on All Survey Data
For Forest: Compartment: 6 Stands: 1 (Sulphur Springs)

**Reports for Sale Type:** Tree (Total in Stand)

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**Totals:**

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## Sale Area 2 Tally Sheet (cont.)

Number by Diameter and Species (Int. 1/4 Inch)

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**Reports for Sale Type:** Plot (Per Acre)