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E-MA	IL ADDRES	1031-	0230				OPEN			DATE	/IVI <u> </u>	, <u>, </u>		TIME					
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DATE	OF ACCE	PTANCE							JOB TITLE (Typ			-, 3							
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BID SHEET

U.S. ARMY CORPS OF ENGINEERS WAPPAPELLO LAKE, MISSOURI IFB # DACW38-9-24-1

BID OPENING DATE: October 25, 2023, 2:00 p.m.

BIDDER NAME (printed):	
TIMBER SALE AREA #1: D/BB: Comp. 6, Stand 3 Market Timber: 45 Acres International Board Feet: 150,806 This timber sale area is located at the junction of Hwy D/BB, on the	BID:
Wappapello Lake Project, located in S19, T28N, R06E, Wayne County, MO.	Total \$
TIMBER SALE AREA #2: Shiloh: Comp. 10, Stand 4 Marked Timber: 68 Acres International Board Feet: 203,362 This timber sale area is located off of Wayne County Road 526, which ¼ mile west of Hwy D, on the Wappapello Lak Project, located in S5,T28N, R7E, Wayne County, MO.	Total \$

CERTIFICATE OF CORPORATE BIDDER

l,	(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 on behalf	f of said corporation by authority of its governing body and
is within the scope of its corp	orate 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. DACW38-9-24-1
TO BE OPENED AT - 2:00 p.m., October 25, 2023, 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. Request the two sale areas be advertised as a lump sum sale under one Invitation for Bids (IFB) and awarded as separate items. A bid sheet is enclosed. Request the following conditions be included in the timber sale contract:
- a. The two timber sale areas are to be included in the same invitation for bid. The IFB should specify that prospective bidders are able to bid on any, or all, the enclosed sales. Bidders must insert their individual bid price on the space provided for each item. It will be the duty of each bidder to ensure their bid Deposit is received prior to close of this offer. Successful bidders (awardees) will be required to provide a minimum of 1/2 (50%) of the full bid price within 10 days of the contract award (The 25% Bid Deposit fulfills only half of this requirement. An additional 25% will need to be provided to meet the 1/2 minimum requirement). Failure to provide 1/2 of the full bid price within 10 days will result in the bidder being considered not fully responsive and the next highest bidder will then be considered. The final payment of the additional 1/2

(50%) of the full bid price will be due upon completion of timber harvest, or prior to 31 May 2025, or whichever comes first.

- b. Trees to be harvested are marked with blue tree marking paint at eye level and on the stump. The Corps of Engineers (COE) property boundaries are marked with yellow paint and these trees will not be felled or damaged and tops fell on or near the boundary line will be removed during timber harvest activities. All standing snags or den trees will be left regardless of tree marking paint. All trees marked with blue paint will be felled. Stumps from felled trees will not exceed 12" from the ground level. This is not applicable to trees that are uprooted. All merchantable products will be removed from the timber sale area. Cutting unmarked trees shall not be permitted.
 - c. Specific Requirements and Equipment Limitations:
- (1) <u>Sale Area No. 1, D/BB</u>. There are no limitations on logging equipment operating on this timber sale area. Seasonal wet ground conditions may limit logging operations in lower lying areas on this sale area. The project forester **MUST** be notified prior to commencing harvesting operations. The area is accessible across Government property utilizing public roads. If access across private property is necessary, it will be the responsibility of the purchaser to obtain access. **Purchaser will be required to coordinate with Enable Mississippi River Transmission, LLC company to make a sufficient crossing over the existing pipeline easement.**
- (2) <u>Sale Area No. 2, Shiloh</u>. There are no limitations on logging equipment operating on this timber sale area. Seasonal wet ground conditions may limit logging operations in lower lying areas on this sale area. The project forester **MUST** be notified prior to commencing harvesting operations. The area is accessible across Government property utilizing public roads.
- d. Felling, skidding, and hauling operations will be executed in a safe and prudent manner to conduct best management practices that minimizes 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.
- e. 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, if required.
- f. The contract period for these sale areas will expire on 31 May 2025. The purchaser(s) shall cut and remove all timber and complete all associated work on all sale areas within the contract period. Normal harvesting operations are from award date of contract through 31 May 2025, 5 days per week, Monday through Friday; however, authorization may be given for logging 7 days per week. **NO TIMBER**

HARVEST PRACTICES ARE PERMITTED FROM 1 JUNE 2024 THROUGH

31 JULY, 2024. 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.

- g. 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. The purchaser will ensure that no rutting will be deeper than 12" inches in depth. The purchaser will ensure all "spring poles" that develop because of timber felling practices and/or skidder driving operations will be cut down. Additionally, the purchaser shall follow all remaining applicable recommended forestry best management practices for Missouri.
- h. Prior to commencing harvesting operations, the purchaser **MUST** arrange a site visit with the project forester to determine placement of logging decks, stream crossings, and major skid trails. Loading deck locations and haul roads have already been determined and **MUST** be placed in the location as seen on provided maps.
- i. 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 loading decks are smoothed, so not to hold any water, 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. All log piles will be spread out throughout the woods around the loading decks upon completion. The purchaser will apply 50 lbs. of winter wheat seed or annual rye grass, as specified by the Government depending on completion of the work, to all loading decks when logging is complete. The Government may require the purchaser to delay seed application in the absence of adequate ground moisture or timing of year. The purchaser shall remove slash (tops and limbs) and other logging debris from stream channels and the rights-of-way of improved roads daily.
- j. 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.
- k. 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 Missouri's workman's compensation laws.
- I. The purchaser will assume complete responsibility and liability for any damages that may arise due to negligence in the operation.

- m. The project forester may immediately halt harvesting if deemed necessary by noncompliance with these harvesting specifications.
- n. 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.
 - o. No digging or excavation will be permitted during harvest operations.
- p. 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 him to its original condition.
- q. For show-me dates and times contact the Natural Resources Shop, Wappapello Lake at 573-222- 8562, Monday through Friday, from 8:00 am to 4:00 pm, CDT.
- 10. A representative of the Wappapello Project Office, Mr. Eric Limanen, CEMVS-OD-W, is available to answer questions at 573-222-8562.
- 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.

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- 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 Wappapello Lake Project Office, 10992 Highway T, Wappapello, Missouri 63966, or by calling Mr. Eric Limanen at (573) 222-8562.

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.

Timber Sale Report For Wappapello Lake: Sale Area 1, D&BB, Compartment 6, Stand 3

Volume by Diameter and Species (int 1/4 inch)

Species	Code	8	10	12	14	16	18	20	22	24	26	28	30+	Total
Black Cherry	762		451	306										757
Black Gum	694		80	362	600	1038	834	296	578				718	4506
Black Walnut	602			366										366
Elm, spp	970		404	334										738
Elm, Winged	971		59											59
Hickory, Bitternut	402		36											36
Hickory, spp	400		9254	10955	7893	6752	3192	2150	357					40553
Maple, Sugar	318	10	1866	1612	831	1164	447	1391						7321
Oak, Black	837		269	1360	2457	4317	4085	7989	5883	4274	4404	694	1584	37316
Oak, Northern Red	833		370	734	1248	466	924	1724	1080	1023	1154	347	560	9630
Oak, Post	835		154	124		143								421
Oak, White	802		1205	3940	5655	8630	10907	7280	2159	4356	2510	829	1632	49103
-Totals-		10	14148	20093	18684	22510	20389	20830	10057	9653	8068	1870	4494	150806

Sale Area 1 Cont. Number by Diameter and Species (int 1/4 inch)

Species	Code	8	10	12	14	16	18	20	22	24	26	28	30+	Total
Black Cherry	762		10	6										16
Black Gum	694		3	7	7	7	4	1	2				1	32
Black Walnut	602			6										6
Elm, spp	970		14	5										19
Elm, Winged	971		1											1
Hickory, Bitternut	402		1											1
Hickory, spp	400		228	141	67	40	16	9	1					502
Maple, Sugar	318	1	67	29	9	9	3	6						124
Oak, Black	837		6	16	18	23	17	29	16	10	8	2	3	148
Oak, Northern Red	833		8	9	10	3	4	6	3	3	2	1	1	50
Oak, Post	835		4	2		1								7
Oak, White	802		28	50	44	45	45	24	6	10	5	2	3	262
-Totals-		1	370	271	155	128	89	75	28	23	15	5	8	1168

Timber Sale Report For Wappapello Lake: Sale Area 2, Shiloh, Compartment 10, Stand 4

Volume by Diameter and Species (int 1/4 inch)

Species	Code	8	10	12	14	16	18	20	22	24	26	28	30+	Total
Black Cherry	762				78									78
Black Gum	694		66	416	45	318		405						1250
Black Walnut	602		44	88										132
Elm, spp	970		200	56	255									511
Hickory, spp	400	20	7613	10296	6747	6179	1970	296	289					33410
Maple, Sugar	318		832	730	339	63	456	638						3058
Oak, Black	837		1413	5180	9931	12857	15252	17968	13056	9417	6790	4399	3926	100189
Oak, Northern Red	833		162	424	762	856	2245	2223	1791			482		8945
Oak, Post	835		1138	1556	969	3246	1911	332		345				9497
Oak, Water	827		36											36
Oak, White	802		4247	6802	8682	6943	7570	6563	3015	1082	528		718	46150
Sweetgum	611			106										106
-Totals-		20	15751	25654	27808	30462	29404	28425	18151	10844	7318	4881	4644	203362

Sale Area 2 Cont. Number by Diameter and Species (int 1/4 inch)

Species	Code	8	10	12	14	16	18	20	22	24	26	28	30+	Total
Black Cherry	762				1									1
Black Gum	694		3	7	1	3		2						16
Black Walnut	602		2	2										4
Elm, spp	970		6	1	3									10
Hickory, spp	400	1	223	164	65	43	11	1	1					509
Maple, Sugar	318		34	14	4	1	3	3						59
Oak, Black	837		34	68	84	84	73	69	40	25	14	10	7	508
Oak, Northern Red	833		5	6	7	5	12	8	6			1		50
Oak, Post	835		30	22	10	23	12	2		1				100
Oak, Water	827		1											1
Oak, White	802		102	87	70	42	35	24	8	4	1		1	374
Sweetgum	611			2										2
-Totals-		1	440	373	245	201	146	109	55	30	15	11	8	1634



