

SALE OF GOVERNMENT PROPERTY- BID AND AWARD

INVITATION FOR BIDS NO.

PAGE NO.

(See SF 114C for Privacy Act Statement)

DACW38-9-26-7

1

ISSUED BY			ADDRESS YOUR BID TO:		
REAL ESTATE DIVISION			AGENCY'S NAME		BUREAU/SERVICE/OFFICE
FOR INFORMATION CONTACT:			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 TIME
Angela.M.Williams@usace.army.mil					8 Jan 26 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. <i>(Copies of the below mentioned forms, if not attached, are on file at the issuing office and are available upon request).</i> 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 3 (Pages 1-4)
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SUBJECT TO

SF 114C, General Sale Terms and Conditions		Incorporated by reference:
Other Special Terms and Conditions Attached		
BID DEPOSIT REQUIRED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF "YES", PERCENTAGE OF TOTAL BID 25%	DEPOSIT MADE PAYABLE TO "FAO, USAED"
		PAYMENT DUE (Calendar Days) See Page 6, Sec. 9a.
		REMOVAL OF PROPERTY (Calendar Days) 31 May 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 <input type="checkbox"/> YES <input type="checkbox"/> NO	DEPOSIT FORM(S)	AMOUNT OF DEPOSIT
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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	

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

IFB NUMBER

DACW38-9-26-7

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.	TIMBER SALE AREA #1 Garrison Tract: Comp 4, Stand 6 Market Timber: 115 Acres International Board Feet: 449,775 This timber sale area is located on the east side of F Hwy. Section 5-T26N-R6E, on the Wappapello Lake Project, Wayne County, MO.		LS		\$		1.
2.	TIMBER SALE AREA #2 South Halls Bluff: Comp. 7, Stand 7 Marked Timber: 70 Acres International Board Feet: 200,260 This timber sale area is located on the east side of the USFS Lands. Sections 9,28-T27N-6E, on the Wappapello Lake Project, Wayne County, MO.		LS		\$		2.
3.	TIMBER SALE AREA #3 Walnut West: Comp 9, Stand 5 Market Timber: 45 Acres International Board Feet: 201,559 This timber sale area is located on the west side of CR527A Section 14-T27N-6E, on the Wappapello Lake Project, Wayne County, MO.		LS		\$		3.
4.	TIMBER SALE AREA #4 Chaonia Cemetery: Comp. 11, Stand 5 Marked Timber: 70 Acres International Board Feet: 223,770 This timber sale area is located off Hwy 172 and is on the east and west side of Chaonia Cemetery Road, Section 19-T27N-7E, on the Wappapello Lake Project, Wayne County, MO.		LS		\$		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. DACW38-9-26-7
TO BE OPENED AT - 1:30 p.m., January 8, 2026, 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 timber Sale Areas will be advertised as a lump sum sale under one Invitation for Bid (IFB) and awarded as separate items. Prospective bidders can bid on any or all Sale Areas. Bidders must insert their individual bid price on the space provided for each item on the bid sheet enclosed. It will be the duty of each bidder to ensure their **bid and 25% 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 2027, 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) Sale Area No. 1, Garrison Tract. 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. Loading logs directly from the state highways or country road will not be authorized. **Purchaser will be required to coordinate with Enable Mississippi River Transmission, LLC company to make a sufficient crossing over the existing pipeline easement.**

(2) Sale Area No. 2, South Halls Bluff. 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. Government will be responsible for obtaining Special Use Permit from the United States Forest Service (USFS) for purchaser to gain access to COE lands. Loading logs directly from the state highways or country road will not be authorized. **Purchaser will be required to coordinate with Enable Mississippi River Transmission, LLC company to make a sufficient crossing over the existing pipeline easement.**

(3) Sale Area No. 3, Walnut West. 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. Loading logs directly from the state highways or country road will not be authorized. If access across private property is necessary, it will be the responsibility of the purchaser to obtain access.

(4) Sale Area No. 4, Chaonia Cemetery. 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. Loading logs directly from the state highways or country road will not be authorized. If access across private property is necessary, it will be the responsibility of the purchaser to obtain access.

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. The purchaser will repair any Corps roads back to its original conditions prior to starting their logging operations.

f. The contract period for these sale areas will expire on **31 May 2027**. 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 2027, 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 2026 THROUGH 31 JULY 2026**. 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" and all up rooted trees 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 loading 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, unless first approved by the project forester.

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.

l. 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.

11. A representative of Wappapello Lake, Missouri, Mr. Eric Limanen, is available to answer questions at (573) 222-8562, and is also available for a show-me-trip. Interested buyers should contact Mr. Limanen for show-me times, dates, and locations.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.)

21. 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].

22. 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.

23. 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.

24. 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.

25. Any awarded contract may be subject to Executive Order 13706.

26. Additional copies of this advertisement may be obtained from the Real Estate Division, St. Louis District, U.S. Army Corps of Engineers, 1222 Spruce Street, St. Louis, Missouri 63103, 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.

Timber Sale Report
For Wappapello Lake: Sale Area 1, Garrison Tract, Compartment 4, Stand 6

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

Species	Code	10	12	14	16	18	20	22	24	26	28	30+	Total
Ash, Green	544	22	120			458		211					811
Black Cherry	762		222	132						528			882
Black Gum	694	291	1940	2841	2853	3983	1700	1071	141		482		15302
Black Walnut	602	36	320		249								605
Elm, Rock	977		56										56
Elm, spp	970	456	1120	210	249	233	348						2616
Hickory, spp	400	5945	17111	14904	14414	10533	10119	4464	441				77931
Maple, Sugar	318	4638	5768	2196	2059	1950	1033	357	141				18142
Oak, Black	837	449	4358	10986	17351	22437	27526	21078	1879	10237	8903	5200	147319
Oak, Chestnut	832						348	646	774				1768
Oak, Northern Red	833		106	132	700	507		714		1056	616	644	4475
Oak, Post	835	504	1902	2574	789	924	405	500					7598
Oak, Scarlet	806	84	638	1011	2046	2678	5626	5018	6866	9387	5128	16883	55365
Oak, White	802	1959	9867	11688	16899	22032	19817	7624	7844	3936	5357	5890	112913
Oak, Willow	831		74		210	369							653
Pine, Shortleaf	110	201	2112	527									2840
Sweetgum	611	36	148		210								394
-Totals-		14621	45862	47306	58029	66104	66922	41683	3500	25144	20486	28617	449775

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

Ash, Green	544	1	3			2		1					7
Black Cherry	762		3	1						1			5
Black Gum	694	10	29	28	20	21	7	3	1		1	1	121
Black Walnut	602	1	7		2								10
Elm, Rock	977		1										1
Elm, spp	970	14	17	2	2	1	1						37
Hickory, spp	400	181	242	138	90	49	36	13	1				750
Maple, Sugar	318	157	96	22	15	13	5	1	1				310
Oak, Black	837	11	56	86	95	101	100	57	46	20	15	9	596
Oak, Chestnut	832						1	2	2				5
Oak, Northern Red	833		2	1	4	2		2		2	1	1	15
Oak, Post	835	16	28	25	5	4	2	2					82
Oak, Scarlet	806	2	9	8	12	11	19	15	16	17	8	20	137
Oak, White	802	57	137	99	97	93	69	22	18	9	9	8	618
Oak, Willow	831		1		1	2							4
Pine, Shortleaf	110	5	19	3									27
Sweetgum	611	1	2		1								4
-Totals-		456	652	414	344	299	240	118	85	49	34	39	2730

Timber Sale Report
For Wappapello Lake: Sale Area 2, South Halls Bluff, Compartment 7, Stand 7
Volume by Diameter and Species (int 1/4 inch)

Species	Code	10	12	14	16	18	20	22	24	26	28	30+	Total
Ash, Green	544	58	124	78	143	78	644						1125
Black Cherry	762		56										56
Black Gum	694	166	748	1512	1699	1096	405						5626
Black Walnut	602	44	56	201									301
Elm, spp	970	36	212	237									485
Hickory, spp	400	3364	6808	6267	4359	1770	1060						23628
Maple, Sugar	318	1032	720	420	106	136							2414
Oak, Black	837	433	4064	8286	15391	20670	20615	15570	12761	7846	2408	1572	109616
Oak, Post	835	538	1372	2589	2524	1146	639						8808
Oak, Scarlet	806	36	106	420	323	1279	931	1794	523	1014		1414	7840
Oak, White	802	970	2980	4902	7273	8528	6540	2146	4169	1182	694		39384
Sweetgum	611		180	264	533								977
-Totals-		6677	17426	25176	32351	34703	30834	19510	17453	10042	3102	2986	200260

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

Species	Code	10	12	14	16	18	20	22	24	26	28	30+	Total
Ash, Green	544	2	2	1	1	1	2						9
Black Cherry	762		1										1
Black Gum	694	5	14	16	10	6	2						53
Black Walnut	602	2	1	3									6
Elm, spp	970	1	4	2								1	8
Hickory, spp	400	104	112	64	31	10	4						325
Maple, Sugar	318	38	12	4	1	1							56
Oak, Black	837	10	52	73	96	97	76	47	33	16	5	2	507
Oak, Post	835	14	23	26	18	6	3						90
Oak, Scarlet	806	1	2	4	2	5	3	5	1	3		2	28
Oak, White	802	30	42	44	44	36	25	8	11	4	2		246
Sweetgum	611		2	2	3								7
-Totals-		207	267	239	206	162	115	60	45	23	7	5	1336

Timber Sale Report
For Wappapello Lake: Sale Area 3, Walnut West, Compartment 9, Stand 5
Volume by Diameter and Species (int 1/4 inch)

Species	Code	10	12	14	16	18	20	22	24	26	28	30+	Total
Ash, Green	544	154	432	522	461	136	936		441				3082
Black Cherry	762				143								143
Black Gum	694	386	684	1224	1075	274	467						4110
Black Walnut	602	22	170	201	678								1071
Elm, spp	970	116	56	105									277
Hickory, spp	400	2603	6850	6798	3241	1424	1985						22901
Maple, Sugar	318	2666	2028	729	212		171						5806
Oak, Black	837	92	816	2874	10125	11856	17960	12774	9454	4689	482	1764	72886
Oak, Northern Red	833	109	112	105	360	274		710		725			2395
Oak, Post	835	102			106								208
Oak, Scarlet	806		640	972	3680	2523	5048	3228	345		964	521	17921
Oak, White	802	1371	4982	8565	15091	11385	10650	8405	3155	1568	2564		67736
Oak, Willow	831			132									132
Sweetgum	611	80	1330	774	241	466							2891
-Totals-		7701	18100	23001	35413	28338	37217	25117	1339	6982	4010	2285	201559

Sale Area 3 Cont. Number by Diameter and Species (int 1/4 inch)

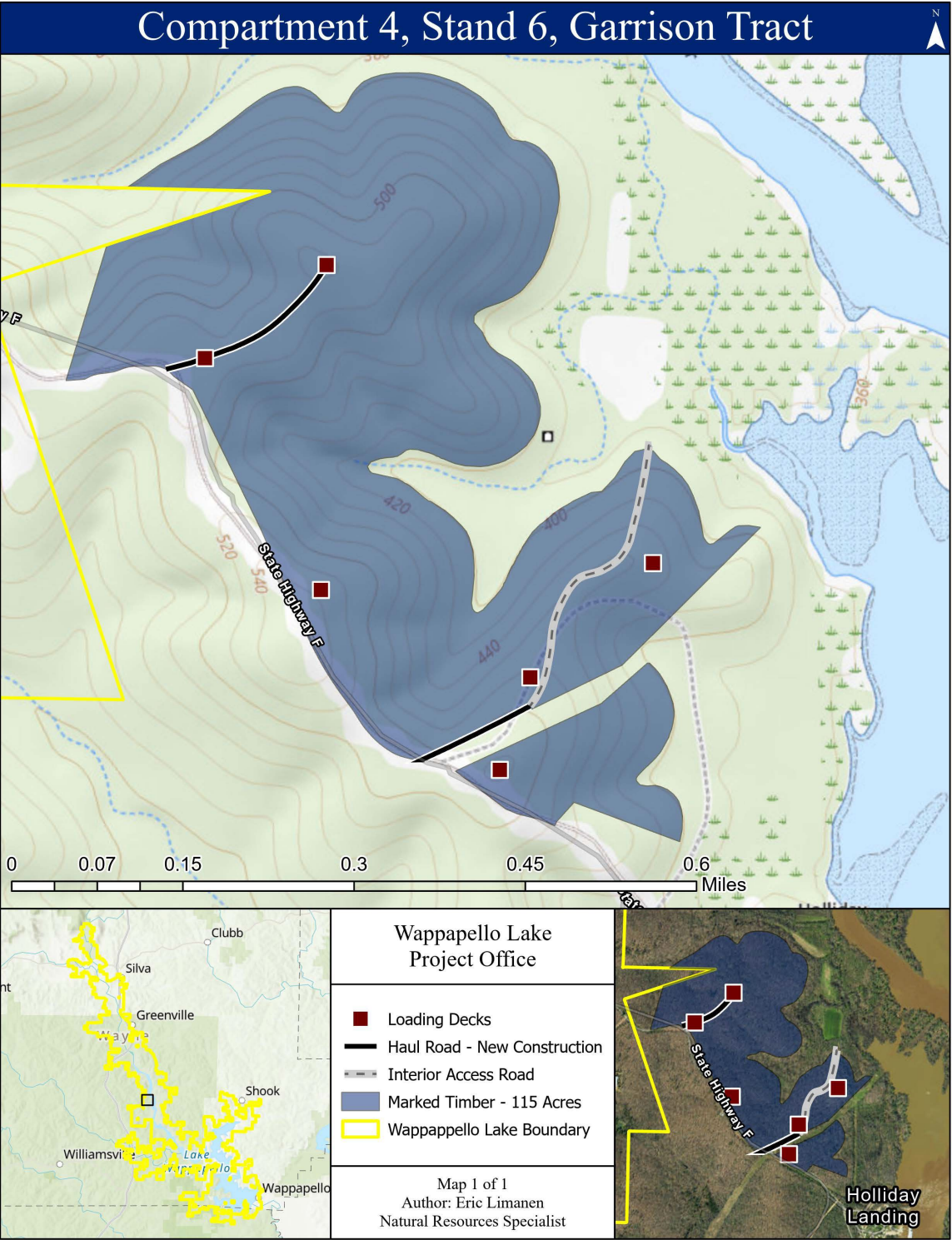
Species	Code	10	12	14	16	18	20	22	24	26	28	30+	Total
Ash, Green	544	7	9	6	4	1	4		1				32
Black Cherry	762				1								1
Black Gum	694	15	11	13	7	1	2						49
Black Walnut	602	2	4	3	5								14
Elm, spp	970	4	1	1									6
Hickory, spp	400	101	128	75	24	8	8						344
Maple, Sugar	318	108	42	10	2		1						163
Oak, Black	837	4	12	24	59	53	65	37	22	9	1	3	289
Oak, Northern Red	833	3	2	1	2	1		2		1			12
Oak, Post	835	4			1								5
Oak, Scarlet	806	1	10	9	22	11	18	10	1		2	1	85
Oak, White	802	44	79	78	89	50	38	23	7	3	4		415
Oak, Willow	831			1									1
Sweetgum	611	3	16	6	1	2							28
-Totals-		296	314	227	217	127	136	72	31	13	7	4	1444

Timber Sale Report
For Wappapello Lake: Sale Area 4, Chaonia Cemetery, Compartment 11, Stand 5
Volume by Diameter and Species (int 1/4 inch)

Species	Code	10	12	14	16	18	20	22	24	26	28	30+	Total
Ash, Green	544	22		183			348						553
Black Cherry	762			153									153
Black Gum	694	136	838	666	2056	368	468	646					5178
Black Walnut	602			78									78
Elm, spp	970	118	366	369									853
Hickory, spp	400	2058	8916	4566	6341	3124	1637						26642
Maple, Sugar	318	208	282	132	143	233							998
Oak, Black	837	547	4590	12513	23055	23743	26126	16431	9925	2722	5567	826	126045
Oak, Post	835	562	2826	2679	2360	2068	873	765	251				12384
Oak, Scarlet	806	22	222	525	420	233	405	289				718	2834
Oak, White	802	1173	3660	4968	6818	7351	11151	4020	4044	1765	1445	560	46955
Sweetgum	611		92	153	353			499					1097
-Totals-		4846	21792	26985	41546	37120	41008	22650	14220	4487	7012	2104	223770

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

Species	Code	10	12	14	16	18	20	22	24	26	28	30+	Total
Ash, Green	544	1		2			1						4
Black Cherry	762			1									1
Black Gum	694	5	14	8	14	2	2	2					47
Black Walnut	602			1									1
Elm, spp	970	3	6	3									12
Hickory, spp	400	66	133	45	40	14	7						305
Maple, Sugar	318	7	6	1	1	1							16
Oak, Black	837	14	62	103	135	106	95	48	23	5	12	1	604
Oak, Post	835	18	45	26	15	11	4	3	1				123
Oak, Scarlet	806	1	3	5	2	1	2	1				1	16
Oak, White	802	34	50	41	39	32	39	12	10	3	3	1	264
Sweetgum	611		1	1	2			1					5
-Totals-		149	320	237	248	167	150	67	34	8	15	3	1398



Compartment 7, Stand 7, South Halls Bluff

