

SALE OF GOVERNMENT PROPERTY- BID AND AWARD

INVITATION FOR BIDS NO.

PAGE NO.

(See SF 114C for Privacy Act Statement)

DACW38-9-24-49

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 M. WILLIAMS			4155 CLAY STREET		
TELEPHONE			CITY		STATE
			VICKSBURG		MS
AREA CODE			NUMBER		ZIP CODE
(601)			631-5230		39183-3435
E-MAIL ADDRESS			BIDS WILL BE OPENED AT		PLACE
Angela.M.Williams@usace.army.mil					ROOM 203
			DATE		TIME
			May 22, 2024		1:30 p.m.

SEALED BIDS

Sealed bids for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened. (Copies of the below mentioned forms, if not attached, are on file at the issuing office and are available upon request). Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price sent opposite each.	NO. OF COPIES 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	IF "YES", PERCENTAGE OF TOTAL BID	DEPOSIT MADE PAYABLE TO	PAYMENT DUE (Calendar Days)	REMOVAL OF PROPERTY (Calendar Days)
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NA		31 May 2026

BID (Completed by Bidder)

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

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

BIDDER REPRESENTS THAT: (Check appropriate boxes)			BIDDER REPRESENTS THAT: (Check appropriate boxes) (Complete if the total amount of the bid(s) exceeds \$25,000.)		
ACTION	YES	NO	ACTION	YES	NO
Property was inspected			Bidder paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract.		
Bidder is an individual					
Bidder is a small business. (See CFR, title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.)			Bidder agreed to furnish information relating to use of a company or person in securing or soliciting contract as requested by the Chief, Real Estate Division.		
Bidder employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract.					

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

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

ACCEPTED AS TO ITEM(S) NUMBERED	AMOUNT(\$)	CONTRACT NUMBER(S)
BY - UNITED STATES OF AMERICA	NAME (Type or print)	
	W. WARREN LISTER, JR.	
DATE OF ACCEPTANCE	JOB TITLE (Type or print)	
	CHIEF, REAL ESTATE DIVISION	

BID SHEET

U.S. ARMY CORPS OF ENGINEERS – GRENADA LAKE, MISSISSIPPI

IFB #: _____

BID OPENING DATE: _____

BIDDER: _____

<p>SALE AREA #1 C. 6 & 7 S. 2, 4, 24, 25 GRENADA LAKE, MS</p> <p>164 ACRES</p> <p>The timber sale area is located in parts of Sections 17 & 20, T23N, R6E, Grenada County, MS.</p>	<p>BID</p> <p>\$ _____ / ton Pine Sawtimber</p> <p>\$ _____ / ton Pine Pulpwood</p>
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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. **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. DACW38-9-24-49
TO BE OPENED AT - 1:30 p.m., May 22, 2024, 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. Timber sale area will be advertised on a pay-as-cut/per ton basis. A bid sheet is enclosed.

a. Bidders must insert their individual bid price on the space provided. Bids shall be accepted in a price per ton (stumpage value) for pine sawtimber and pine pulpwood. A bid deposit is not required. The purchaser(s) shall be responsible for payment as outlined in **condition 9g**.

b. The sale area will be first thinning of planted pine plantations. All timber sale boundaries are marked with pink flagging. Corps property boundaries are marked with yellow paint. Timber to be harvested will be by cutter select method to reach the overall residual target basal area of 60 to 90 square feet per acre. Timber to be harvested will be those that are suppressed, overtopped, diseased, damaged, poor shaped, and/or poor quality. Co-dominant and dominant trees may also be removed to provide

equipment corridors and to reduce the residual basal area to a target basal area of 60 to 90 square feet per acre. A 10 BAF prism will be used to determine target basal area.

c. Specific Requirements and Equipment Limitations:

(1) **Sale Area No. 1. Grenada Lake. 164+/- acres.** The sale area is accessible from Horton Road. There are no limitations on logging equipment operating on the timber sale area. Notify project forester prior to commencing harvesting operations. The purchaser/contractor must arrange a site visit with the project forester to determine placement of logging decks, stream crossings, and major skid trails. The area is accessible across Government property utilizing public roads.

d. 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. 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.

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 parish road departments, if required.

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

(1) Species and product designation of the load.

(2) Destination of the load.

(3) Time of load departure.

(4) Initials of the truck driver.

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

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

U.S. Army Corps of Engineers
Real Estate Division
CEMVK-RE-M
4155 Clay Street
Vicksburg, MS 39183-3435
ATTN: Angela Williams

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

Mississippi Project Management Office
29361 Highway 315
Sardis, MS 38666
ATTN: Brent Bowman

The purchaser must write the contract number (DACW No.) on both the check and the weight tickets. Harvesting will be immediately halted for non-compliance with the payment schedule.

h. The contract period for these sale areas will expire on **31 May 2026**. The purchaser(s) shall cut and remove all timber and complete all associated work on the sale area within the contract period. An extension may be granted by the Government if written request(s) are made and are considered to contain ample justification. 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.

i. 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/contractor shall follow all applicable recommended forestry best management practices for Mississippi.

j. All staging areas, primary skid trails, stream crossings, and haul roads must be approved prior to placement by the project forester.

k. 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 seed to sets and haul roads when logging is complete, if required by the project forester. The seed type shall be suited to the season when logging is complete. The Government may require the purchaser to delay seed application in the absence of adequate ground moisture. 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.

l. 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.

m. 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 Mississippi workman's compensation laws.

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

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

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

q. 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.

r. For show-me dates and times contact Mr. Brent Bowman at (662) 809-2627 or Mr. Dan Kirkland at (662) 703-9338 Monday through Friday from 8:00 am to 4:30 pm.

10. A representative of the Vicksburg District Real Estate office, Ms. Angela Williams, is available to answer questions at (601) 631-5230.

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 or Catina Freeman at (601) 631-5070.

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.

Sawtimber

Total Tract Volumes in Tons				Per Acre Volumes in Tons			Total Stems			Total Stems per Acre		
Pine	736.5			4.5			2788			17.0		
Gum	0			0.0			0			0.0		
Red Oak	0			0.0			0			0.0		
Mxd Hrdwd	0			0.0			0			0.0		
White Oak	0			0.0			0			0.0		
Total Hardwood Volume	0			0.0			0			0.0		
Total Volume	736.5			4.5			2788			17.0		
Pulpwood												
Total Tons				Per Acre Tons			Total Stems			Total Stems per Acre		
Pine	2808.2			17.1			13776			84.0		
Hardwood	0.0			0.0			0			0.0		

Grenada Lake

+/- 164 Acres Cape Retreat

The Rocks

Cape Retreat

Crescent Ridge

Horton Rd

Choctaw Trails Staging Area





Horton Rd

Drones E

Carver Point

Carver Point Rd

Legend

-  Cape Retreat
-  Choctaw Trails Staging Area
-  Drones Eye View RV Park
-  The Rocks





Crescent
Ridge



20

i

Grenada Lake

Carver
Point



XoXo