

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

INVITATION FOR BIDS NO.

PAGE NO.

*(See SF 114C for Privacy Act Statement)*

DACW38-9-25-1

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                        |  |  | ZIP CODE               |  |                       |
| (601)                            |  |  | 39183-3435             |  |                       |
| NUMBER                           |  |  | PLACE                  |  |                       |
| 631-5230                         |  |  | ROOM 203               |  |                       |
| EXTENSION                        |  |  | DATE                   |  |                       |
|                                  |  |  | October 17, 2024       |  |                       |
| E-MAIL ADDRESS                   |  |  | BIDS WILL BE OPENED AT |  | TIME                  |
| Angela.M.Williams@usace.army.mil |  |  |                        |  | 2:00 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)

**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<br>(Calendar Days) | REMOVAL OF PROPERTY<br>(Calendar Days) |
| <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |                                   | NA                         |                                | 31 Dec 25                              |

**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<br><input type="checkbox"/> YES <input type="checkbox"/> NO | DEPOSIT FORM(S) | AMOUNT OF DEPOSIT |
|--------------------------------|--------------|--|-----------------|-------------------|

|  |     |    |   |     |    |
|--|-----|----|---|-----|----|
| BIDDER REPRESENTS THAT:<br>(Check appropriate boxes)   |     |    | BIDDER REPRESENTS THAT: (Check appropriate boxes)<br>(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<br>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 |                    |

“REVISED” BID SHEET

U.S. ARMY CORPS OF ENGINEERS – DEGRAY LAKE, ARKANSAS

MAJOR TIMBER SALE – C. 14 S. 09-10, 15 C. 15 S. 01-03, 09-13 Alpine Ridge, Ozan Pt., Brushy Creek

IFB #

BID OPENING DATE:

BIDDER \_\_\_\_\_

|  |   |
|--|---|
| <p>TIMBER SALE #1<br/>C. 14 S. 09-10, 15 C. 15 S. 01-03, 09-13 (Alpine Ridge, Ozan Pt., Brushy Creek)<br/>DEGRAY LAKE, AR</p> <p>362 ACRES</p> <p>The timber sale area is located in Sec. 3 &amp; 4, T6S, R21W, and part of the N ½ of Sec. 34, T5S, R21W Clark County, DeGray Lake, AR. The timber sale contains approximately 362 acres.</p> <p>*This timber sale does have roadwork costs associated with it. These costs should be reflected in the bid based on labor, equipment costs, material list and quantities.</p> | <p>BID – PAY AS CUT/PER TON</p> <p>\$ _____ / ton Pine Sawtimber<br/>estimated 4,956 tons</p> <p>\$ _____ / ton Pine Chip-n-Saw<br/>estimated 92 tons</p> <p>\$ _____ / ton Pine Pulpwood<br/>estimated 1,341 tons</p> <p>\$ _____ / ton Mixed Hardwood Sawtimber<br/>estimated 324 tons</p> <p>\$ _____ / ton Hardwood Pulpwood<br/>estimated 1,061 tons</p> |
|--|---|

Materials list:

- 504 tons of 1 ½” – 6” crushed rock to be applied at low-water crossings as designated on revised timber sale map.
- 400 tons of SB2 to be stockpiled for road maintenance and/or future road projects
- 400 tons of 1 ½” – 3” crushed rock to be stockpiled for road maintenance and/or future road projects

## 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 (Angela Williams)  
4155 Clay Street  
Vicksburg, Mississippi 39183-3435**

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

**ATTN: Real Estate Division (Angela Williams)  
BID FOR TIMBER – Invitation for Bids No. DACW38-9-25-1  
TO BE OPENED AT - 2:00 p.m., October 17, 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. Specific contract conditions are listed below:

a. The sale area will be advertised on a pay-as-cut/per ton basis. Bidders must insert their individual bid price on the space provided for each product. A bid sheet is enclosed.

b. All designated trees shall be harvested and sold on a pay-as-cut/per ton basis. Bids for the timber shall be accepted in a price per ton (stumpage value) after deducting the cost of road construction for the following species/product categories: Pine Sawtimber, Pine Chip-n-Saw, Pine Pulpwood, Mixed Hardwood Sawtimber, and Hardwood Pulpwood. Any bidder who provides a zero bid (or blank) on any species/product category shall be considered non-responsive. Bids for each product shall be evaluated and the award will be based on the highest financial gain to the Government. A bid deposit is not required; however, the purchaser must provide a partial payment in the amount of **\$10,000.00** upon contract award. Payment must be

either a certified check or cashier's check made payable to "FAO, USAED". The partial payment will be credited and applied to the individual sale area at the completion of all harvested timber on said individual sale area. The purchaser shall be responsible for payment as outlined in Condition 3g. **All timber sale awards are final.**

c. **System of Marking:** There are two systems of tree marking included in this sale. Selected trees to be harvested are marked with blue paint (at breast height and on the stump) on 350 acres as delineated on the enclosed map. Selected trees to leave are marked with orange paint (ring at breast height) on 12 acres as delineated on the enclosed map. All unmarked merchantable trees within this 12-acre sale area are to be harvested. Also, planned log sets have been identified and will be discussed prior to commencing harvesting operations. Timber sale boundaries and streamside management zones (SMZ's) are marked with pink flagging. U.S. Army Corps of Engineers property boundaries are marked with yellow paint. All merchantable products designated for removal will be removed from the timber sale area. **Cutting any undesignated trees shall not be permitted.**

d. **Road Construction:** This timber sale has 2.8 miles of push-out roadwork to be performed by the purchaser. All drainage crossings will be low-water crossings with 1 ½" – 6" crushed rock applied for stabilization, total tons required is 504 tons. A materials list is provided on the attached map with locations of drainage crossings. A roadbed with a minimum width of 14 feet is to be cleared and grubbed using a dozer or typical road construction equipment. Wing ditches shall be installed as needed or at the discretion of a government representative to aid in drainage. The road shall be able to withstand loaded log truck traffic. Any excess gravel shall be staged near the crossing adjacent to the roadbed. In addition, 10 pull-offs measuring 14 ft. x 150 ft. at pre-determined locations will be constructed to allow log truck passing. Road shall be constructed once contract has been awarded and allowed to "set up" for a period to be determined by government representative before any hauling commences.

e. **Materials Stockpile:**

400 tons of SB2

400 tons of 1 ½" – 3" crushed rock

In addition to the gravel quantities previously listed for the low-water crossings, this material will be stockpiled onsite at a designated location to be used for road maintenance and/or future road projects.

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

(1) **Pine Sawtimber:** Timber greater than 12 inches at the butt to an 8-inch top containing at least one 16-foot log.

(2) **Pine Chip-n-Saw:** Timber greater than 10 inches at the butt and less than 12 inches at the butt to a 5-inch top.

(3) Pine Pulpwood: Timber less than sawtimber and chip-n-saw dimensions at the butt to a 3-inch top or shows poor quality (forks, poor form, etc.) greater than or equal to sawtimber or chip-n-saw dimensions making it less desirable for lumber grade.

(4) Mixed Hardwood Sawtimber: Timber greater than 16 inches at the butt to an 8-inch top.

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

If the purchaser chooses to merchandize Pine Poles within the sale, the bid price should be reflected in the Pine Sawtimber price per ton bid. No Pine Pole tonnage estimates are included in the IFB.

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

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

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

h. **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  
Vicksburg District, Real Estate Division  
CEMVK-RE-M (ATTN: Angela Williams)  
4155 Clay Street  
Vicksburg, MS 39183-3435



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

**Ouachita Project Management Office  
1424 Blakely Dam Road  
Royal, AR 71968  
ATTN: Shannon A. Herrin**

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

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

(1) Sale Area No. 1, DeGray Lake: The timber sale is located near the Brushy Creek, Ozan Point, and Alpine Ridge Recreation Areas. The area is accessible across Government property utilizing public roads. The purchaser/contractor must arrange a site visit with the project forester to inspect/determine placement of logging decks, stream crossings, and major skid trails.

j. The purchaser shall cut and remove all timber and complete all associated work prior to contract period ending. The contract period for this timber sale will expire on **31 December 2025**. An extension may be granted by the Government at 8 percent of the bid price if written request is made and considered to be in the best interest of the Government. The following calculation will be used by the Government for extensions:

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

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

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

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

m. 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.

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

o. 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. Logging roads are presently in good condition, and 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 and fertilizer to sets, major skid trails, and haul roads when logging is complete at a rate of 50 lbs/ac of seed and 400 lbs/ac of fertilizer, 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.

p. 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.

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

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

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

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

u. 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.

v. Mr. Shannon Herrin is available for a show-me-trip. Interested buyers should contact Mr. Herrin at (501) 767-4844 ext. 73055 or (870) 230-7784 to arrange for show-me times and dates.

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 (office) or (601) 831-0172 (cell).

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

SALE #1

| STAND                             |      | C. 14 S. 9-10,15 C. 15 S. 1-3, 9-13 |      |       |      |       |             |      |               | DATE       |     | 4/29/24 0:00 |          | TOTAL ACRES |       | 362     |        |
|-----------------------------------|------|-------------------------------------|------|-------|------|-------|-------------|------|---------------|------------|-----|--------------|----------|-------------|-------|---------|--------|
| PINE CHIP-N-SAW                   |      |                                     |      |       |      |       |             |      |               |            |     |              |          |             |       |         |        |
| 100% TALLY                        |      |                                     |      |       |      |       |             |      |               | FORM CLASS |     | 80           |          |             |       |         |        |
|                                   | 1    | 1.5                                 | 2    | 2.5   | 3    | 3.5   |             | 4    | 4.5           | 5          |     |              | PER ACRE |             | TRACT |         |        |
|                                   |      |                                     |      |       |      |       |             |      |               |            |     |              | # TREES  | BA          | TONS  | # TREES | TONS   |
| 10                                | 1    | 99                                  | 46   | 31    | 168  |       |             |      |               |            | 10  | 1.0          | 0.5      | 0.25        |       | 345     | 91.8   |
| PINE SAWTIMBER                    |      |                                     |      |       |      |       |             |      |               |            |     |              |          |             |       |         |        |
| 100% TALLY                        |      |                                     |      |       |      |       |             |      |               | FORM CLASS |     | 80           |          |             |       |         |        |
|                                   |      |                                     |      |       |      |       |             |      |               |            |     |              | # TREES  | BA          | TONS  | # TREES | TONS   |
| 12                                | 55   | 118                                 | 152  | 121   | 63   | 20    |             | 1    |               |            | 12  | 1.5          | 1.1      | 0.62        |       | 530     | 224.1  |
| 14                                | 27   | 124                                 | 250  | 231   | 87   | 95    |             | 59   |               |            | 14  | 2.4          | 2.6      | 1.72        |       | 873     | 624.1  |
| 16                                | 23   | 12                                  | 277  | 276   | 163  | 98    |             | 110  |               |            | 16  | 2.6          | 3.7      | 2.79        |       | 959     | 1009.8 |
| 18                                | 17   | 76                                  | 235  | 224   | 155  | 55    |             | 49   | 8             | 0          | 18  | 2.3          | 4.0      | 2.94        |       | 819     | 1065.0 |
| 20                                | 20   | 64                                  | 136  | 147   | 69   | 37    |             | 11   | 0             | 0          | 20  | 1.3          | 2.9      | 2.13        |       | 484     | 771.1  |
| 22                                | 4    | 32                                  | 90   | 91    | 40   | 29    |             | 7    | 0             | 0          | 22  | 0.8          | 2.1      | 1.61        |       | 293     | 582.1  |
| 24                                | 4    | 11                                  | 56   | 56    | 16   | 11    |             | 4    | 0             | 0          | 24  | 0.4          | 1.4      | 1.00        |       | 158     | 362.3  |
| 26                                | 3    | 4                                   | 15   | 34    | 5    | 3     |             | 3    | 0             | 0          | 26  | 0.2          | 0.7      | 0.51        |       | 67      | 186.3  |
| 28                                | 0    | 6                                   | 5    | 6     | 2    | 0     |             | 0    | 0             | 0          | 28  | 0.1          | 0.2      | 0.14        |       | 19      | 50.4   |
| 30                                | 1    | 2                                   | 9    | 5     | 0    | 0     |             | 0    | 0             | 0          | 30  | 0.0          | 0.2      | 0.13        |       | 17      | 48.6   |
| 32                                | 0    | 1                                   | 2    | 0     | 1    | 0     |             | 0    | 0             | 0          | 32  | 0.0          | 0.1      | 0.04        |       | 4       | 16.0   |
| 34                                | 1    | 1                                   | 1    | 0     | 0    | 0     |             | 0    | 0             | 0          | 34  | 0.0          | 0.1      | 0.03        |       | 3       | 9.5    |
| 36                                | 0    | 2                                   | 0    | 0     | 0    | 0     |             | 0    | 0             | 0          | 36  | 0.0          | 0.0      | 0.02        |       | 2       | 6.9    |
| PINE PULPWOOD                     |      |                                     |      |       |      |       |             |      |               |            |     |              |          |             |       |         |        |
| 100% DIAMETER TALLY FORM CLASS 78 |      |                                     |      |       |      |       |             |      |               |            |     |              |          |             |       |         |        |
| 6                                 | 426  |                                     |      |       |      |       |             |      |               | 6          | 1.2 | 0.2          | 0.14     | 426         | 49.2  |         |        |
| 8                                 | 729  |                                     |      |       |      |       |             |      |               | 8          | 2.0 | 0.7          | 0.54     | 729         | 196.5 |         |        |
| 10                                | 220  |                                     |      |       |      |       |             |      |               | 10         | 0.6 | 0.3          | 0.24     | 220         | 86.5  |         |        |
| 12                                | 31   |                                     |      |       |      |       |             |      |               | 12         | 0.1 | 0.1          | 0.05     | 31          | 18.2  |         |        |
| HARDWOOD PULPWOOD                 |      |                                     |      |       |      |       |             |      |               |            |     |              |          |             |       |         |        |
| 100% DIAMETER TALLY FORM CLASS 72 |      |                                     |      |       |      |       |             |      |               |            |     |              |          |             |       |         |        |
| 6                                 | 1872 |                                     |      |       |      |       |             |      |               | 6          | 5.2 | 1.0          | 0.48     | 1872        | 174.3 |         |        |
| 8                                 | 2582 |                                     |      |       |      |       |             |      |               | 8          | 7.1 | 2.5          | 1.31     | 2582        | 473.4 |         |        |
| 10                                | 913  |                                     |      |       |      |       |             |      |               | 10         | 2.5 | 1.4          | 0.76     | 913         | 273.7 |         |        |
| 12                                | 164  |                                     |      |       |      |       |             |      |               | 12         | 0.5 | 0.4          | 0.21     | 164         | 74.9  |         |        |
| HARDWOOD SAWTIMBER                |      |                                     |      |       |      |       |             |      |               |            |     |              |          |             |       |         |        |
| 100% DIAMETER TALLY               |      |                                     |      |       |      |       |             |      |               |            |     |              |          |             |       |         |        |
| 14                                | 124  |                                     |      |       |      |       |             |      |               | 14         | 0.3 | 0.4          | 0.4      | 124         | 135.2 |         |        |
| 16                                | 49   |                                     |      |       |      |       |             |      |               | 16         | 0.1 | 0.2          | 0.2      | 49          | 72.5  |         |        |
| 18                                | 33   |                                     |      |       |      |       |             |      |               | 18         | 0.1 | 0.2          | 0.2      | 33          | 63.4  |         |        |
| 20                                | 22   |                                     |      |       |      |       |             |      |               | 20         | 0.1 | 0.1          | 0.1      | 22          | 53.0  |         |        |
| SUMMARY                           |      |                                     |      |       |      |       |             |      |               |            |     |              |          |             |       |         |        |
| PRODUCT                           |      | PER ACRE                            |      |       | 362  |       | TOTAL ACRES |      | AVERAGE TREES |            |     |              |          |             |       |         |        |
|                                   |      | TONS                                | BA   | TREES | TONS | TREES | TONS        | DBH  |               |            |     |              |          |             |       |         |        |
| PINE CHIP-N-SAW                   |      | 0                                   | 0.5  | 1.0   | 92   | 345   | 0.27        | 10.0 |               |            |     |              |          |             |       |         |        |
| PINE SAWTIMBER                    |      | 14                                  | 19.1 | 11.7  | 4956 | 4228  | 1.17        | 16.4 |               |            |     |              |          |             |       |         |        |
| PINE PULPWOOD                     |      | 0.97                                | 1.3  | 3.9   | 350  | 1406  | 0.25        | 7.8  |               |            |     |              |          |             |       |         |        |
| HARDWOOD PULPWOOD                 |      | 2.75                                | 5.2  | 15.3  | 996  | 5531  | 0.18        | 7.8  |               |            |     |              |          |             |       |         |        |
| HARDWOOD SAWTIMBER                |      | 0.90                                | 0.8  | 0.6   | 324  | 228   | 1.42        | 15.6 |               |            |     |              |          |             |       |         |        |

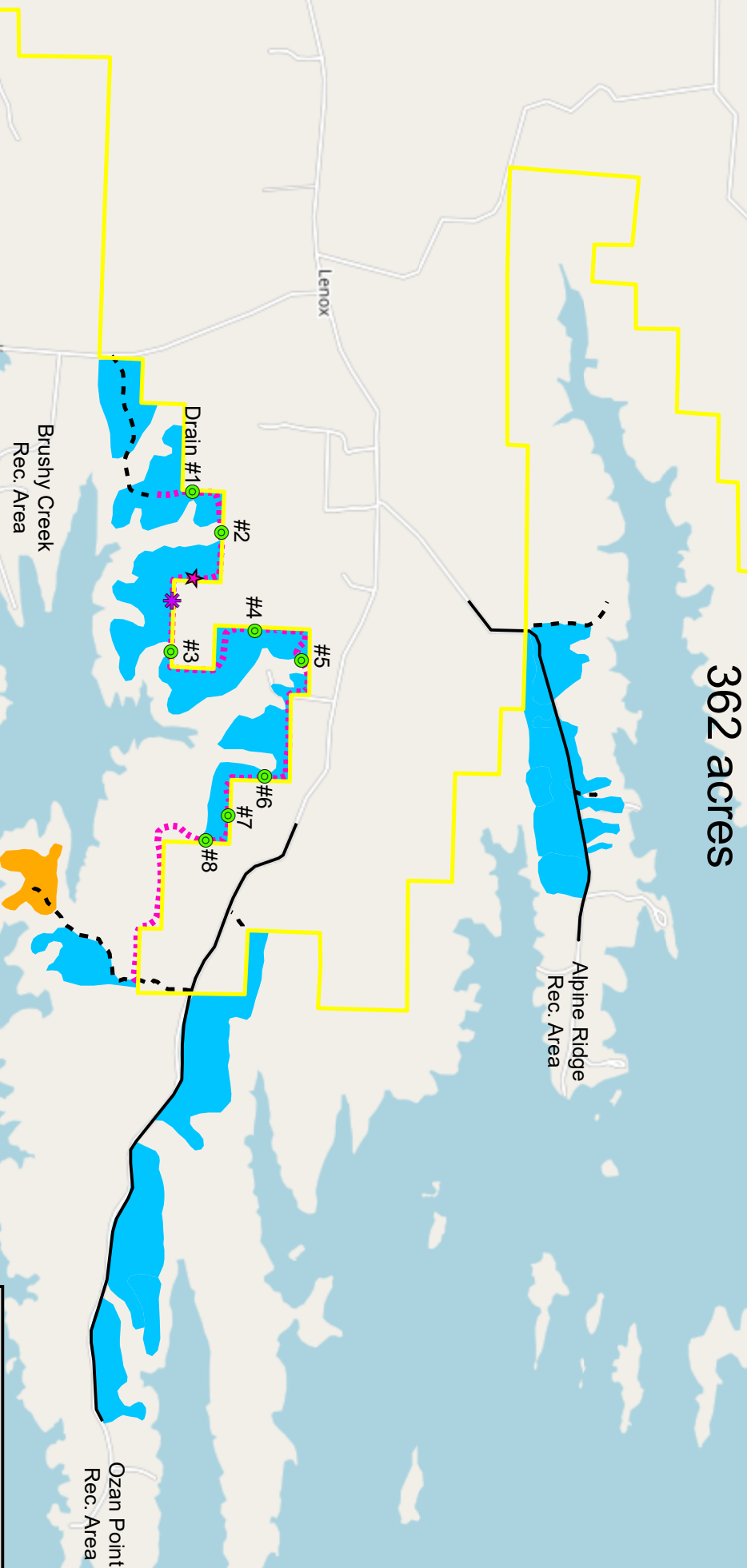
Estimated total tonnage for pine pulpwood is 1341 tons. This includes 20% topwood from pine sawtimber.  
 Estimated total tonnage for hardwood pulpwood is 1061 tons. This includes 20% topwood from hardwood sawtimber.

# "Revised" USACE - DeGray Lake, Major Timber Sale

C. 14 S. 9-10, 15, C. 15 S. 1-3, 9-13

Clark County, AR

362 acres



\*Road Construction, all gravel designated for low-water crossings shall be 1 1/2" - 6" crushed rock. Total - 504 tons

- Drain #1, 36 tons, approximately 2 loads
- Drain #2, 72 tons, approximately 4 loads
- Dry Ditch, 18 tons, approximately 1 load
- Low Area, 36 tons, approximately 2 loads
- Drain #3, 54 tons, approximately 3 loads
- Drain #4, 54 tons, approximately 3 loads
- Drain #5, 72 tons, approximately 4 loads
- Drain #6, 54 tons, approximately 3 loads
- Drain #7, 54 tons, approximately 3 loads
- Drain #8, 54 tons, approximately 3 loads

Load is based on 18 tons/tri axle dump truck. In addition, the timber purchaser will supply a stockpile of gravel. 400 tons of SB2 and 400 tons of 1 1/2" - 3" crushed rock. See "addendum for part d" for more road specifications.

## Legend

1 inch = 2,833 feet

Drains 1-8 (west to east)

Dry Ditch

Low Area

New "Push-out" Road

Logging Roads

Campground Roads

Marked to Cut (Blue Paint)

Marked to Leave (Orange Paint)

DeGray Lake Boundary