

RETURN WITH BID

<b>SALE OF GOVERNMENT PROPERTY- BID AND AWARD</b> (See SF 114C for Privacy Act Statement)				INVITATION FOR BIDS NO. DACW25-9-22-4005		PAGE NO. 1	
ISSUED BY  REAL ESTATE DIVISION				ADDRESS YOUR BID TO: AGENCY'S NAME USAED			
FOR INFORMATION CONTACT: NAME Brian Blakeway				BUREAU/SERVICE/OFFICE ROCK ISLAND			
TELEPHONE				STREET ADDRESS EAST ANNEX BUILDING 340			
				CITY ROCK ISLAND		STATE IL	ZIP CODE 61204-2004
AREA CODE 309	NUMBER 794-5056	EXTENSION		PLACE Mississippi River Project Office			
E-MAIL ADDRESS Brian.C.Blakeway@usace.army.mil				BIDS WILL BE OPENED AT		DATE 09/28/2022	TIME 10:00 am CST

## 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 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF "YES", PERCENTAGE OF TOTAL BID	DEPOSIT MADE PAYABLE TO FAO, USAED Rock Island	PAYMENT DUE (Calendar Days) pay before cut
			REMOVAL OF PROPERTY (Calendar Days) 13 July 2023

## 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 Contracting Officer.	
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	NAME OF SIGNER (Type or print)		JOB TITLE OF SIGNER (Type or print)	
	TELEPHONE	AREA CODE	PHONE	EXTENSION			

## 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 (Contracting Officer)	NAME OF CONTRACTING OFFICER (Type or print) Chrystal Spokane	
DATE OF ACCEPTANCE	JOB TITLE OF CONTRACTING OFFICER (Type or print) Chief, Real Estate Division	

BID SHEET

U.S. ARMY CORPS OF ENGINEERS - ROCK ISLAND

MISSISSIPPI RIVER PROJECT, BUNKER CHUTE, IOWA

Sale Area 1 Bunker Chute, Iowa  The timber sale area is in the Southern ½ of S23, T91N, R1W, 5th p.m., Clayton County, IA. The timber sale includes approximately 35 acres.	Product	Quantitv	Lump Bid
	Sawtimber, Silver Maple, High Grade	16.92 MBF	\$ _____
	Sawtimber, Silver Maple, Low Grade	57.92 MBF	\$ _____
	Sawtimber, Cottonwood, High Grade	39.48 MBF	\$ _____
	Sawtimber, Cottonwood, Low Grade	56.55 MBF	\$ _____
	Total Lump Sum Bid	170.87 MBF	\$ _____

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE & EMAIL: \_\_\_\_\_

To bid on this sale, please complete the information on this bid sheet and mail to:

ROCK ISLAND DISTRICT

U.S. CORPS OF ENGINEERS

ATTN: REAL ESTATE DIVISION

BUILDING 340, EAST ANNEX, P.O. BOX 2004

ROCK ISLAND, ILLINOIS 61204-2004

All bids must be received through the mail by 27 September 2022, to be considered for award. Please provide a response by email or by phone call to indicate if a bid has been sent or if no bid is being provided by 20 September 2022. Public bid opening will be held at the Mississippi River Project, 25549 182<sup>nd</sup> St., Pleasant Valley, IA 52767 on 28 September 2022 at 10:00 a.m.

## 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)

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Date

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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 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 AD 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 bid 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, 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:** Bidders may bid on any or all of the sales areas. The units shall be sold on a lump sum basis. Any bidder who provides a zero bid (or blank) on any species/product category shall be considered nonresponsive. Bids for each product shall be elevated, and the award will be based on the highest financial gain to the Government.
5. It will be the duty of each bidder to see that his/her 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. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is 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:

Rock Island District  
U.S. Army Corps of Engineers  
ATTN: Real Estate Division  
Building 340, East Annex, P.O. Box 2004  
Rock Island, Illinois 61204-2004

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

**ATTN: Real Estate Division**

**BID FOR TIMBER – Inv. No. DACW25-9-22-4005**

**TO BE OPENED AT - Mississippi River Project Office, 25549 182<sup>nd</sup> St., Pleasant Valley, IA 52767 at 10:00 A.M. on September 28<sup>th</sup>, 2022.**

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

7. The total lump sum of the timber sale is to be paid in full at least 5 business days prior to logging activity. Payment details will be provided to the Purchaser. Payment processing will need at least 45 days to verify and confirm payment. If payment is determined to be an invalid check provided to USACE, then USACE will proceed with timber trespass proceedings with the Purchaser in the amount of up to triple damages per the provided timber bid value. USACE will notify the Purchaser when payment is processed and cleared by 23 November 2022.
8. The Purchaser, for himself/herself, his/her 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 of character, or arising from or incident to any other Government activity, and provide further that said release from damages shall extend to any “act of God.”
9. 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 of nature due to, or arising out of, this contract area and barge fleeting support.
10. Specific contract conditions are listed below:
  - a. Timber to be harvested is marked with yellow paint. Merchantable trees (both low and high grade) painted with yellow dots on opposing faces of the tree in the direction of likely entry for harvesting. Cull trees painted with a yellow “X” on opposing faces of the tree. The timber sale area has been selectivity marked to improve stand health, productivity, and wildlife habitat.
  - b. Bids for the timber shall be accepted for the following species/product categories: Silver Maple Higher Grade, Silver Maple Lower Grade, Cottonwood Higher Grade, Cottonwood Lower Grade, and all species with CULL volume evaluated with no value and removal of these trees would be at cost for the Purchaser. 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. Payment must be either a certified check or cashier’s check made payable to “FAO, USAED ROCK ISLAND.” **All timber sale awards are final.**

- c. System of Marking: Boundary trees are painted facing into the timber harvest area with a red asterisk “\*”. Retain trees, trees to not be cut for retention of wildlife habitat and seed tree dispersal, painted with a blue ring around the entire tree. Merchantable trees (both low and high grade) painted with yellow dots on opposing faces of the tree in the direction of likely entry for harvesting. Cull trees painted with a yellow “X” on opposing faces of the tree. All merchantable products will be removed from the timber sale area. **Cutting unmarked trees greater than 12 inches diameter at breast height shall not be permitted.**
- d. 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. Discounted value up to 50% less of the fair market value based on barge fleeting only access. Land access is not feasible and would be at high cost to establish a crossing for the railroad and approach from a steep bluff edge in private land ownership.
  2. Silver Maple Higher Grade: Fair market value
  3. Silver Maple Lower Grade: Fair market value
  4. Cottonwood Higher Grade: Fair market value
  5. Cottonwood Lower Grade: Fair market value
  6. All species with CULL volume is evaluated at no value and removal would be at the cost of the timber buyer.
- e. Inspection: Compliance with contract conditions shall be ensured by frequent site inspections by Government representatives.
- f. Specific Requirements and Equipment Limitations:
- (1) Sale Area No. 1, Bunker Chute:
- g. 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 13 July 2023. An extension may be granted by the Government at 10 percent of the purchaser price, if written request(s) are made and considered to be in the best interest of the Government. The buyer shall submit such request(s) to the Chief of Real Estate Division, or a designated representative, at least 10 days before the sale expiration.
- h. Tree felling may only occur from 03 October 2022 to 31 March 2023. No tree felling will be permitted during the months of April, May, June, July, August, or September. All other associated logging activity, excluding tree felling, may occur past March 31<sup>st</sup> to remove staged logs and equipment, soil grading, and closing out the logging site. All equipment and logs must be removed from federal lands by 13 July 2023. Heavy equipment operation will only occur during dry, firm, or frozen soil conditions.

- i. USACE will provide barge fleeting if requested to support logging activity. Final details and considerations for fleeting will be coordinated with the awarded bidder and Mississippi River Project staff. Fleeting will include transport of required equipment, materials, and timber material. Fleeting will not include daily transport for worker access, fuel, supplies, parts, or any other daily operational items to the timber harvest area. Fleeting conditions, requirements, and schedule will have final approval by the full discretion of USACE staff. Only one access point for fleeting at Bunker Chute will be permitted; the government will determine that single fleeting access point. Fleeting is to be primarily set for Monday to Thursday of any given week and not on federal holidays; dates for fleeting outside of these days will need at least 15 business days of prior notification to USACE to consider providing. If fleeting is to be provided by the timber buyer, a barge fleeting plan will be required to be provided and approved prior to logging activity.
- j. Notification of when mobilizing equipment to the timber harvest site is intended to initially start must be provided to USACE 5 business days before the intended target date to mobilize is to occur. Notification of when logging activity will cease for more than a week must be provided to USACE within 2 business days. Notification of when equipment is to be demobilized from the timber harvest site is intended to occur must be provided to USACE before 10 business days of intended target demobilization date.
- k. Trees greater than 18 inch diameter at breast height (dbh) must not exceed a 20 inch stump height. Trees less than 18 inch dbh must have a stump height between 2 and 4 inches. Trees must be cut starting from further back portions of the harvest area first and progress outward toward the log staging area.
- l. Access from or across private lands and creating access across the railroad will be the responsibility of the buyer. Access is not required to obtain and is not the responsibility of USACE.
- m. Wet soil conditions will require a cease to heavy equipment operation. Any ruts greater than 6 inches will need reshaping and grading done to match surrounding ground contours. Log staging area(s) and barge fleeting locations must be graded out and cleared for seeding a cover crop of a provided seed mixture.
- n. Damage to each retain and boundary tree will require the purchase of four 15 gallon containerized trees from a tree nursery chosen by USACE. Damage to retain and boundary trees requiring purchase of trees selected by USACE will include one of the following: knocked off bark greater than 14 inches across in any direction of the main stem, broken out upper limb of tree crown, or top broken out of tree; final determination of damage trees is by full discretion of USACE.
- o. No piles of tree mulching chips are to be left in the timber harvest area. Do not leave chipped trees in a wetland. Chipped trees must be removed off site to an upland location.



- p. The government reserves the right to cease logging activity pending a forecasted high-water event is to occur and require demobilization from the area.
- q. Felling, material handling, skidding, and transporting logs shall be executed in a safe manner meeting requirements of USACE EM 385-1-1, industry standards, and operation manuals per equipment utilized.
- r. There will be spill kit materials provided by the Purchaser to be onsite at all times during heavy equipment operation appropriate to contain any oil, fuel, and other contaminant fluids spills per quantities that may be onsite at any given time.
- s. Felling, skidding, and hauling operations shall be executed in a safe and prudent manner in order to minimize damage to the forest soils and residual trees. 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 if the project forester approves the removal of additional trees while the contract is in effect.
- t. 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.
- u. Harvest operations may be temporarily halted by the project forester if logging operations becomes poor enough to cause permanent site and soil degradation. The operation of equipment will not be permitted when the site is wet enough to cause severe rutting.
- v. All staging areas, primary skid trails, stream crossings, and haul roads must be approved prior to placement and use by the project forester.
- w. The Purchaser will assume responsibility and liability for the restoration of 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 to shoreline, major skid trails, and haul roads when logging is completed at a rate of 50 lbs/ac of seed 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.

- x. 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.
  - y. 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 Iowa workman's compensation laws.
  - z. The project forester must be notified prior to commencing harvesting operations.
  - aa. The Purchaser will assume complete responsibility and liability for any damages that may arise due to negligence in the operation.
  - bb. The project forester may immediately halt harvesting if deemed necessary by noncompliance with these harvesting specifications.
  - cc. Temporary traffic control signs shall be posted to provide warning to vehicle operators of egress and ingress of log trucks with the harvesting operation, if requested by the project forester. Signs shall be posted 500 feet on either side of where trucks enter onto main public roadways. The Purchaser shall remove all signs upon completion of harvesting.
11. Forest products offered for sale under the Invitation are subject to inspection by prospective Purchasers. The Government does not guarantee the estimates above, and failure of any bidder to make such inspections or to be fully informed as to the timber offered for sale and the condition of areas will not constitute grounds for any claim or adjustment or for the withdrawal of any bid.
12. A representative of this office, Mr. Brian Blakeway, is available to answer questions at (309) 794-5056. Interested buyers should contact Mr. Benjamin Vandermyde at the Mississippi River Project Office at (309) 794-4522 to arrange for site visit dates and times and any tree metrics.
13. 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.
14. 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.

15. 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/her 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.
16. 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.
17. 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/she 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.
18. 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 in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use, shall promptly be repaired by him/her to its original condition.
19. The Government shall not be liable 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.
20. 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.
21. 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.)
22. 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.

- b. 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.
- c. 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.
- 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 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 this notice in conspicuous places available to employees and applicants for employment.
- e. 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/her 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.
- f. 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.
- g. 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 issues 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

- h. 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.
23. 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.
24. 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.
25. 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/her 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.
26. Any awarded contract may be subject to Executive Order 13658 and Executive Order 13706.

27. Additional copies of this advertisement may be obtained from the Mississippi River Project Office, 25549 SE 182<sup>nd</sup> Street, Bettendorf, Iowa 52722, or by calling Benjamin Vandermyde at (309) 749-7420 or at (309) 794-4522.

**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.

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## Sale Area 1

### TIMBER SALE INFORMATION SHEET

USACE, Rock Island District, Mississippi River Project, Bunker Chute  
24 August 2022

#### Location of Timber Sale:

Sale Area 1 is in the Bunker Chute management area between River Miles 602 and 603. The 35 acres included in the sale is located in the Southern ½ of Section 23, T91N, R1W, 5<sup>th</sup> principal meridian, Clayton County, IA

#### System of Tree Marking:

All trees greater than 10 inches in diameter at breast height (dbh) within the timber harvest area have been marked. All trees have been marked between 5 to 7 feet above ground level. Trees considered for the merchantable volume have been marked with a yellow dot. Trees considered as cull have been marked with a yellow x. Both merchantable and cull trees are marked on at least two opposing faces of the tree in the likely direction of tree skidding from back edge of harvest area to the log staging area. Trees that are to be retained for seed dispersal and wildlife habitat have been marked with a single blue ring around all four faces of the tree. Retain trees are not to be cut or damaged. All marked trees have a recorded GPS location; there are 2,187 trees marked in total.

#### System of Boundary Marking:

The harvest area is approximately 35 acres in size. Trees have been marked with a red asterisk indicating the edge of the timber harvest area. The red asterisk is 5 to 7 feet above ground level and is painted on the tree facing into the timber harvest area. Boundary trees are not to be cut or damaged.

#### Estimated Volume Considerations:

Tree volume determined by 16 feet log lengths; rounding down to the nearest ½ log. Log height determined up to the first major fork or first major limb. Tree diameter measured at dbh and rounded down to the nearest full inch. Volume summary tables are provided in 2 inch categories listed below. Grade determined per tree. High grade required that the tree be straight, no butt log defect, clear faces, and having no or only 1 minor defect. Low grade required that the tree had over 2 minor defects or any cottonwood greater than 34 inches dbh. Cull trees have multiple minor defects or at least 1 major defect. Defects considered included: significant lean, frost cracks, butt log damage, butt log deformity, significant sweeps, excessive epicormic branching, visible dead wood, and heart rot. Cull trees with visible heart rot in the butt log were not

considered for cull tree volume estimate; this included 189 trees that are marked on the ground as cull and those trees are Not included in the cull tree count and volume provided in the cull timber summary table below. All volume estimated using the Doyle Log Scale, Form Class 78. Only silver maple and cottonwood marked for merchantable timber. Total hardwood sawtimber includes an estimated 170 MBF and hardwood cull timber includes 111 MBF available for harvest.

#### Purpose of Sale:

This timber harvest is to establish forest regeneration and improve long term wildlife habitat conditions. The timber harvest design is a modified shelterwood. The intent is for the removal of as much tree material as possible within the harvest area. Only merchantable trees are required to be cut and have the usable logs hauled off site. All cull trees and slash from merchantable trees is available for removal, however, is NOT required to be removed from the harvest site.

#### Government Guided Site Visit Dates:

USACE will provide boating support and guided site visits to view the marked timber. Site visits with USACE staff must be coordinated in advance for scheduling purposes. Site visit dates include September 8<sup>th</sup>, 9<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 14<sup>th</sup>, and 15<sup>th</sup>. Site visit days will be dependent on river conditions and hazardous weather limitations. To schedule a time to conduct a site visit, please contact Ben Vandermyde (309-749-7420).

#### Sale Area 1 Timber Volume Summary

Product: Sawtimber

Species: Silver Maple

15 Nov 2021

	Low Grade		High Grade		Both Grades	
DBH	Tree Count	Volume (bdft)	Tree Count	Volume (bdft)	Total Tree Count	Total Volume (bdft)
10	1	27	0	0	1	27
12	59	2,124	8	287	67	2,411
14	80	5,404	12	875	92	6,279
16	63	6,490	11	1,365	74	7,856
18	65	10,172	19	3,211	84	13,383
20	40	8,629	14	3,519	54	12,149
22	33	9,408	7	2,091	40	11,499
24	20	6,909	6	2,261	26	9,170
26	8	3,277	2	918	10	4,195
28	8	4,385	2	1,126	10	5,511
30	1	658	2	1,279	3	1,937
32	1	441	0	0	1	441
Total	379	57,925	83	16,932	462	74,857



Product: Sawtimber

Species: Cottonwood

15 Nov 2021

	Low Grade		High Grade		Both Grades	
DBH	Tree Count	Volume (bdft)	Tree Count	Volume (bdft)	Total Tree Count	Total Volume (bdft)
14	5	316	2	158	7	474
16	14	1,432	6	801	20	2,233
18	21	3,565	5	1,042	26	4,607
20	26	5,816	11	3,168	37	8,984
22	26	7,827	8	3,062	34	10,889
24	19	7,287	12	4,694	31	11,981
26	15	7,915	13	7,108	28	15,023
28	16	8,233	10	6,883	26	15,116
30	4	2,923	10	7,142	14	10,065
32	7	5,419	6	4,730	13	10,149
34	3	3,290	1	700	4	3,990
36	2	2,536	0	0	2	2,536
Total	158	56,559	84	39,488	242	96,047

Product: Cull Timber

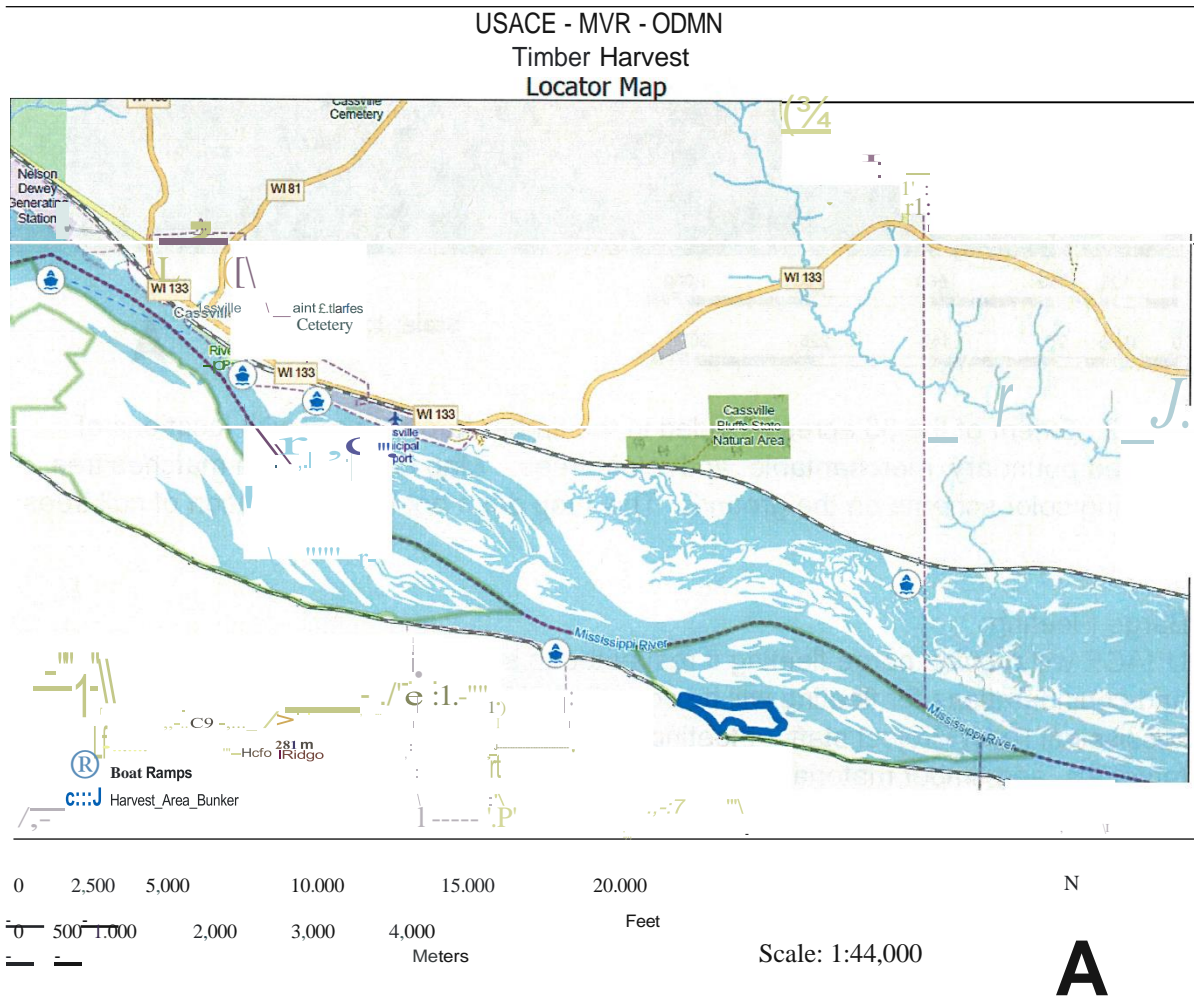
Species: Silver Maple and Cottonwood

15 Nov 2021

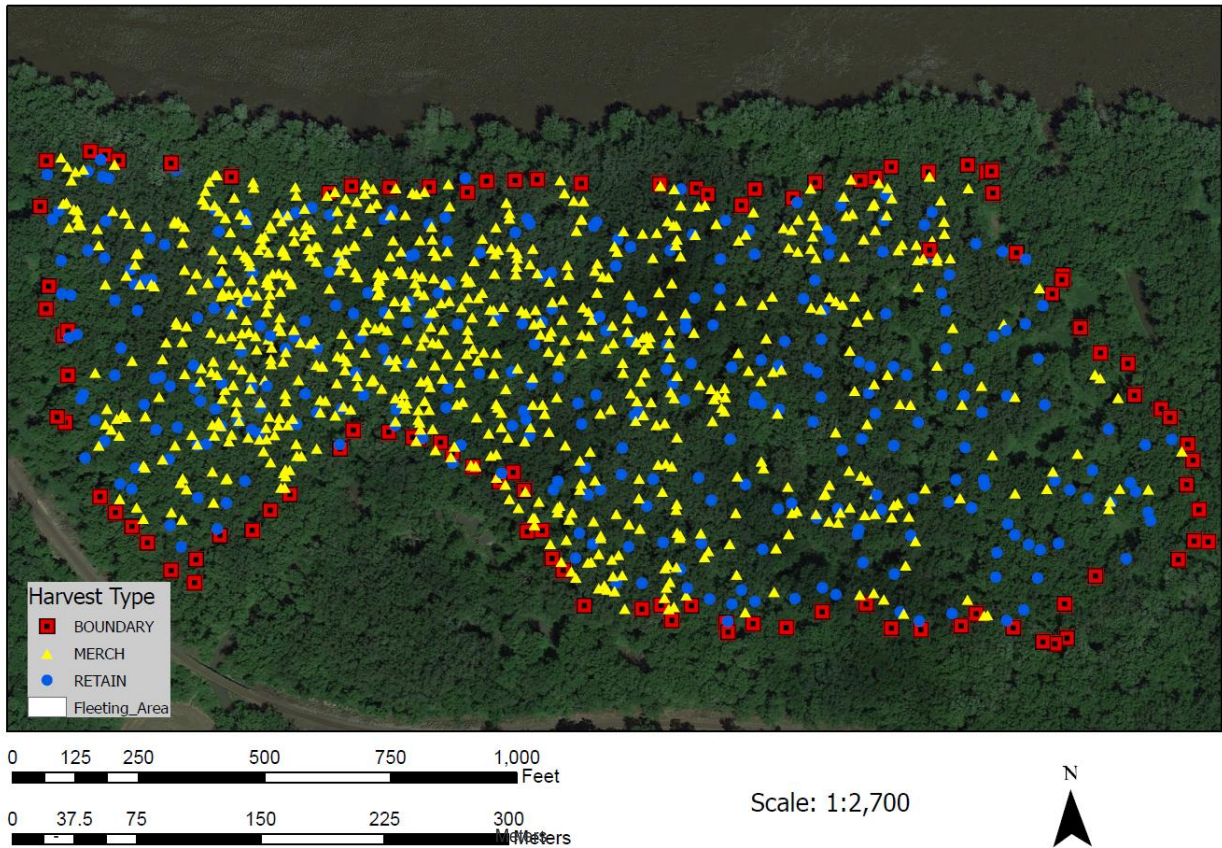
	Silver Maple		Cottonwood		Both Species	
DBH	Tree Count	Volume (bdft)	Tree Count	Volume (bdft)	Total Tree Count	Total Volume (bdft)
12	168	4,737	0	0	168	4,737
14	184	9,029	5	269	189	9,298
16	139	10,530	13	1,001	152	11,531
18	94	10,435	13	1,369	107	11,804
20	60	9,196	11	1,927	71	11,123
22	43	8,480	12	3,398	55	11,878
24	28	7,053	17	4,936	45	11,989
26	21	6,524	12	4,652	33	11,176
28	11	4,065	7	2,992	18	7,057
30	6	1,968	4	1,666	10	3,633
32	7	2,145	5	3,446	12	5,591
34	3	1,960	6	4,633	9	6,593
36	0	0	3	1,440	3	1,440
38	3	2,008	1	912	4	2,920
40	0	0	1	298	1	298
Total	767	78,128	110	32,937	877	111,065

Number of 16 foot logs by species and grade

Tree Species	Grade Category	Total Tree Count	Tree Count for Number of 16 foot logs							
			0.5	1	1.5	2	2.5	3	3.5	4
Silver Maple	High Grade	83	0	12	28	23	15	2	3	0
	Low Grade	379	13	84	157	92	30	1	2	0
	Cull	767	239	323	157	40	8	0	0	0
Cottonwood	High Grade	84	0	1	11	35	19	11	4	3
	Low Grade	158	2	14	44	57	23	14	4	0
	Cull	110	14	39	36	10	8	3	0	0
Total		1,581	268	473	433	257	103	31	13	3



Map 1: Bunker Chute Timber Harvest Area downstream of Cassville, WI and Turkey River Bottoms ferry landing access point in Iowa. Section 23, T91N, R1W



Map 2: Extent of the 35 acres included in the timber harvest area with locations of marked boundary, merchantable, and retain trees. Map color schema matches tree marking color schema on the ground. This map does not include location of cull trees. Location Section 23, T91N, R1W.

#### Barge Fleeting:

USACE will provide barge fleeting if requested to support logging activity. Final details and considerations for fleeting will be coordinated with the awarded bidder and Mississippi River Project staff. Fleeting will include transport of required equipment, materials, and timber material. Fleeting will not include daily transport for worker access, fuel, supplies, parts, or any other daily operational items to the timber harvest area. Fleeting conditions, requirements, and schedule will have final approval by the full discretion of USACE staff. Only one access point for fleeting at Bunker Chute will be permitted; the government will determine that single fleeting access point. Fleeting is to be primarily set for Monday to Thursday of any given week and not on federal holidays; dates for fleeting outside of these days will need at least 15 business days of prior notification to USACE to consider providing. If fleeting is to be provided by the timber buyer, a barge fleeting plan will be required to be provided and approved prior to logging activity.

Seasonal Limitations:

Tree felling may only occur from 03 October 2022 to 31 March 2023. No tree felling will be permitted during the months of April, May, June, July, August or September. All other associated logging activity, excluding tree felling, may occur past March 31st to remove staged logs and equipment, soil grading, and closing out the logging site. All equipment and logs must be removed from federal lands by 13 July 2023. Heavy equipment operation will only occur during dry, firm, or frozen soil conditions.

Bid Considerations:

All bids must be received through the mail by 27 September 2022, to be considered for award. Please provide a response by email or by phone call to indicate if a bid has been sent or if no bid is being provided by 20 September 2022. Public bid opening will be held at the Mississippi River Project, 25549 182nd St., Pleasant Valley, IA 52767 on 28 September 2022 at 10:00 a.m. Currently the building is closed to the public for general visitation. Notification will be needed to be let into the building, to ensure you will have entry to the building, you will need to contact Ben Vandermyde prior to 1000 on 28 September 2022.

Payment Considerations:

The total lump sum of the timber sale is to be paid in full at least 5 business days prior to logging activity. Payment details will be provided to the Purchaser. Payment processing will need at least 45 days to verify and confirm payment. If payment is determined to be an invalid check provided to USACE, then USACE will proceed with timber trespass proceedings with the Purchaser in the amount of up to triple damages per the provided timber bid value. USACE will notify the Purchaser when payment is processed and cleared by 23 November 2022.

Additional Timber Sale Requirements:

All information inclusive and described within the "Special Conditions". All considerations included in said "Special Conditions" must be adhered to and followed during bidding, logging operations, and payment requirements.

Prepared by:

Benjamin Vandermyde

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Mississippi River Project

Rock Island District - USAGE

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