

Invitation for Bids on Timber Stumpage

DEPARTMENT OF NATURAL RESOURCES
KETTLE MORAINE STATE FOREST - SOUTHERN UNIT
Timber Sale Tract 2 - 2018
Young Bluff Sale

The Wisconsin Department of Natural Resources is offering for sale certain timber on the following described areas in the Kettle Moraine State Forest - Southern Unit. The sale will be sold as one tract. Prospective bidders are urged to examine this timber and to make their own evaluation of quality and quantity.

Tract 2 - 2018 Young Bluff Sale - Part of Section 5 in T4N R16E, LaGrange Township in Walworth County, Wisconsin.

This sale involves a total area of 45 acres as shown on the sale map. In the sale area, all trees EXCEPT OAK AND HICKORY are to be cut. NO oak or hickory are to be cut in this sale. The cutting instructions are also shown on the timber sale map.

Timber Sale Summary

<u>Species</u>	<u>Estimated Volume</u>	<u>Minimum Price per unit</u>
Aspen	290 cords	\$5.00 per cord
Mixed hardwood	100 cords	\$6.20 per cord
Black cherry	2 MBF	\$134.00 per MBF
Black walnut	1 MBF	\$448.00 per MBF

Sealed bids will be received by the Forester up to 1:00 pm on Thursday, April 19, 2018 at the Kettle Moraine State Forest Headquarters, S91 W39091 Highway 59, Eagle, Wisconsin 53119. Bids will be opened at that time.

Bids shall include the following and be submitted on Form #2400-49.

1. Tract number
2. List of species to be cut and estimated volume
3. Bid prices per unit for each species and product
4. Signature and address of bidder

The Department of Natural Resources reserves the right to reject any or all bids.

The Wisconsin State Forest System has been assessed by NSF-ISR auditors and found to be in conformance with standards of the Sustainable Forest Initiative (SFI Certificate Number 1Y941-S1). The Wisconsin State Forest System is also certified by Scientific Certification Systems as a Well-Managed Forest in accordance with the Forest Stewardship Council's principles and criteria (FSC Certificate Number SCS-FM/COC-00070N).

Timber Sale Prospectus and Contract Procedures

A. Bidding, Payment and Contract Procedures.

1. Bids shall be submitted in sealed envelopes and marked "Bid for Timber Stumpage" on the outside.
2. The Department of Natural Resources reserves the right to reject any and all bids.
3. Bids will be accepted or rejected within 14 days at which time a contract will be drawn up and signed.
4. **No bid bond is required when bidding on this sale.** Winning bidders will still have to submit a performance bond equal to 15% of the estimated sale value using any of the normal forms of payment: cash, a certified check or bank money order, company (personal) check, or irrevocable letter of credit, to be held until the contract is fulfilled. ** If the winning bidder fails to execute the contract and submit an acceptable performance bond, the bidder shall be required to forfeit to the department an amount equal to 10% of the total bid amount. Failure to forfeit the 10% penalty will result in the bidder being considered ineligible to bid on any state timber sales for a two-year period.
** If an irrevocable letter of credit is to be used for the performance bond, then the term of the letter MUST extend six months beyond the contract expiration date. As this contract will expire on May 3, 2020, then an irrevocable letter of credit shall run through November 3, 2020. After satisfactorily completing the sale, the bond may be credited as payment for stumpage (on another state timber sale), refunded, or withheld in total, or in part, as liquidated damages according to the condition of the sale.
5. All stumpage payments will be cash, certified check or bank money order, or company (personal) check. Stumpage payments shall be made before the removal of timber from the sale area unless otherwise specifically authorized by the Department forester administering the sale.
6. The contract period will be for two (2) years, expiring on May 3, 2020. Certification of workmen's compensation must be provided before the contract will be signed.
7. **LOGGER TRAINING REQUIREMENT:** As of 1/1/2006, the Wisconsin Department of Natural Resources requires that logging contractors that operate on state land be appropriately trained. This is to comply with forest certification requirements and to promote the health and welfare of logging contractors. Purchasers of state timber sales are responsible for ensuring that the actual logging contractor engaged in the performance of the contract complies with the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard as adopted by the Wisconsin SFI Implementation Committee. Criteria for the standard can be found at the website www.fistausa.org/sfi_standards or by contacting the Forest Industry Safety & Training Alliance (FISTA). Documentation confirming completion of the training standard will be required prior to signing sale contracts.
8. A copy of the contract is available upon request from the Forester.

B. Cutting and Operational Requirements

1. Cutting specifications are shown on the timber sale map. Cut all trees EXCEPT OAK AND HICKORY. NO oak or hickory are to be cut as a part of this sale.
2. No equipment shall travel into the remnant prairie shown on the timber sale map.
3. All trees designated for cutting shall be utilized to a four-inch top diameter. Maximum stump height shall not exceed stump diameter. Damage to residual trees is to be kept at a minimum, and careless equipment operation will not be tolerated.

4. All slash shall be lopped and/or scattered to lie within three feet of the ground; slash must also be removed from all public access trails and roads. Slash shall not be deposited in the remnant prairie designated on the sale map. Slash that may fall in this area must be removed by hand as no equipment is allowed in this area. This is to be done concurrent with the cutting operation.
5. No cutting or harvest operations shall occur from April through July to avoid oak wilt infections.
6. Rutting is a serious concern of this forest. Varied skidding routes should be taken, if necessary, to avoid excessive rutting. Excessive rutting or any other damage caused by the harvesting operations must be repaired in a timely manner to the satisfaction of the Forest Superintendent. Ruts will be considered excessive if they are 6 inches or greater in depth.
7. The location of yarding sites is subject to advance approval of the Forest Superintendent and Forester. Yarding areas must be cleared of stumps, down trees, trash and kept neat and in good repair during the contract period. Cut-offs or other wood debris must be cleared from the site in a neat manner, not simply pushed in a pile at the edge of the area used.
8. The Forest Superintendent or Forester reserve the right to terminate logging activities during unusual weather conditions.
9. The cost of the repair or replacement of any land survey, monument or accessory that is removed, destroyed or made inaccessible shall be withheld from the deposit. In the event that the deposit is insufficient to cover such cost, the provisions of Statute 59.635 shall be enforced.
10. Cutting of these areas shall be completed during the contract period. Extension may be granted by the DNR or its authorized representative for six month periods, at their discretion. *** A reasonable effort must be shown to complete the sale during the contract period to warrant an extension. No penalty will be assessed for the first extension. All stumpage payments will be increased 5% for the second extension and increased 10% for additional extensions.

C. Operator Instructions for Wood Hauling and Scaling Procedures.

1. Mill scale, weight or measured, shall be used for pulpwood and sawtimber. The ticket system will be utilized for all wood hauled. If scaling conversions are necessary, they shall be calculated at the rate of 2.2 cords per one thousand board feet for aspen and hardwoods. Weight conversions, if necessary, will be at the following rates: 4,500 pounds per cord for aspen and 5,000 pounds per cord for mixed hardwoods. If wood is being hauled to a purchaser that cannot or will not return a scale slip to this Forest, then the wood must be scaled by the Forest representative before being hauled.
2. Price per ticket (for contractors required to pre-pay, or those preferring this method) will be based on bid price per cord and average cords per haul.
3. A wood hauling ticket must be made out for each truckload of wood leaving the sale area.
4. The wood hauling ticket will be filled out, and the top copy detached and dropped in a lock box BEFORE the loaded truck leaves the sale area.
5. Truck driver must have corresponding and current sale hauling ticket in possession when transporting state forest wood.

6. The Department of Natural Resources reserves the right to have its agents check scale at any time.
7. The third portion of the wood hauling ticket must be detached and deposited with mill scaler at the time of wood delivery.
8. The timber sale contractor will be accountable for all hauling tickets issued to him.
9. Upon completion of the timber sale, all unused haul tickets will be returned to the Kettle Moraine State Forest - Southern Unit headquarters.
10. Hauling tickets may not be transferred between contractors.
11. Lock boxes will be provided by the Department of Natural Resources representative.
12. A list of all wood destinations will be given to the Forester by the operator. Any change in wood destination will be reported to the Forester before any wood products are hauled to the new destination.
13. Failure to follow the above provisions will be a violation of the sale contract.