Invitation for Bids on Timber Stumpage

DEPARTMENT OF NATURAL RESOURCES
KETTLE MORAINE STATE FOREST – LOEW LAKE UNIT
Timber Sale Tract 5 - 2017
Loews Lake Conifer Thin #3 Sale

The Wisconsin Department of Natural Resources is offering for sale certain timber on the following described areas in the Kettle Moraine State Forest – Loew Lake 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. **Note:** This sale is being sold by weight, **bids must be in price per ton for all species.**

Tract 5 - 2017 Loews Lake Conifer Thin #3 Sale - Part of Sections 13, 24, 25 and 34 in T9N R18E, Erin Township in Washington County.

This sale includes a total of 49 acres of conifer plantation area. The harvest involves a thinning of these stands, all being third thinnings. This area is all marked for harvest with orange paint on the stem and on the stump. In addition, all aspen, elm, box elder, and mulberry in the sale area are to be cut whether marked or not. The timber sale maps show the areas marked for harvest.

Timber Sale Summary

Species	Estimated Volume	Minimum Price per unit
White Pine	655 tons	$16.00 per ton
Red pine	70 tons	$14.10 per ton
Spruce	430 tons	$13.20 per ton
Mixed Hardwood	90 tons	$2.30 per ton
Aspen	20 tons	$3.20 per ton

Sealed bids will be received by the Forester up to 1:00 pm on Wednesday, April 18, 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**, however 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 and 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 2, 2020, then an irrevocable letter of credit shall run through November 2, 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 2, 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.

B. Cutting and Operational Requirements

1. Cutting specifications are shown on the timber sale map. Cut all trees marked with orange paint on the stem and on the stump, unless otherwise designated by the Forester. In all areas, cut all aspen, elm, box elder, and mulberry within the sale area whether marked or not.

2. All trees marked or 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.

3. 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 be removed from trails so that it does not lie on OR protrude into the trail zone. This is to be done concurrent with the cutting operation.

4. ***Special Note:*** **The stumps of all pine and spruce trees cut on this sale are to be treated with an approved product to prevent infection by annosum root rot. This can be done by the contracting logger's crew if certified to apply pesticides, or a private contractor can be hired to treat the stumps as the harvest occurs. If the logger has a sprayer mounted to his felling head, blue dye must be used with the spray mix to identify stumps that have been treated. If the stumps are being treated by hand, all reasonable efforts must be taken during the felling and skidding to keep slash off of the pine stumps to make it easier to find them and treat them. The logging crew must maintain communication with the pesticide applicator so that the applicator knows when logging is occurring, when to be on site to treat stumps, and where the cutting has occurred.**

5. This sale area is crossed by state hiking trails in several spots. Damage to these trails will not be tolerated and any damage that may occur must be repaired immediately. The trails may be crossed by equipment as needed as long as conditions allow (frozen or dry and firm ground) but running equipment on the trails shall not occur unless permitted by the Forester.

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 Property Manager. Ruts will be considered excessive AWAY from the trails if they are 6 inches or greater in depth. Within 100 feet of the trails, rutting excessiveness will be determined by the Property Manager.

7. The location of yarding sites is subject to advance approval of the Property Manager 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 Property Manager 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. ** This includes the removal of the cut wood from the sale area. 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 2.44 cords per one thousand board feet for pine and spruce, and 2.20 cords per one thousand board feet for hardwoods. Weight conversions, if necessary, will be at the following rates: 4,750 pounds per cord for red pine, 4,500 pounds per cord for white pine, 5,000 pounds per cord for mixed hardwoods, and 4,000 pounds per cord for spruce. 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.

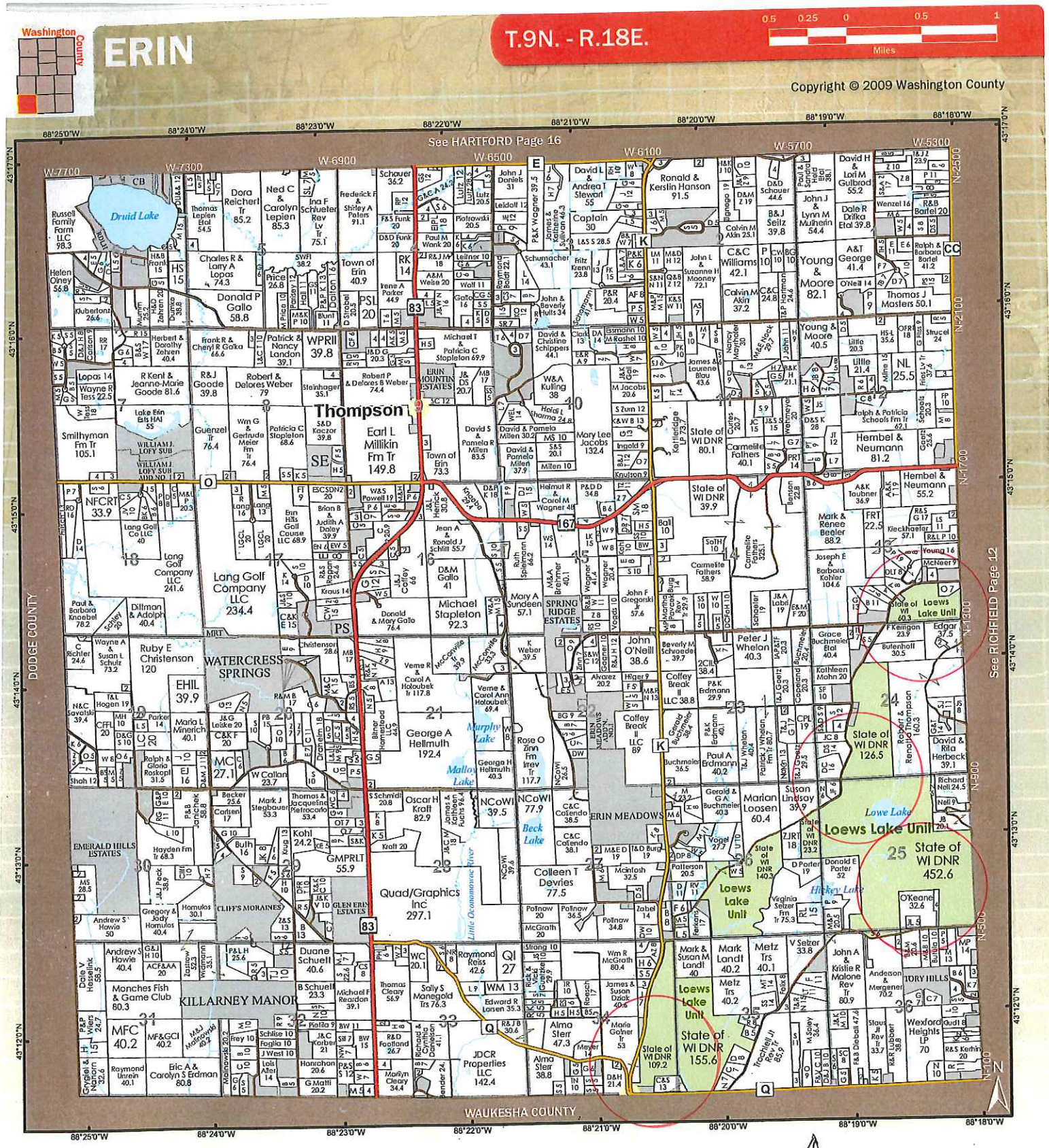
9. Upon completion of the timber sale, all unused haul tickets will be returned to the Kettle Moraine State Forest - Southern Unit headquarters.

10. Hauling tickets may not be transferred between contractors.

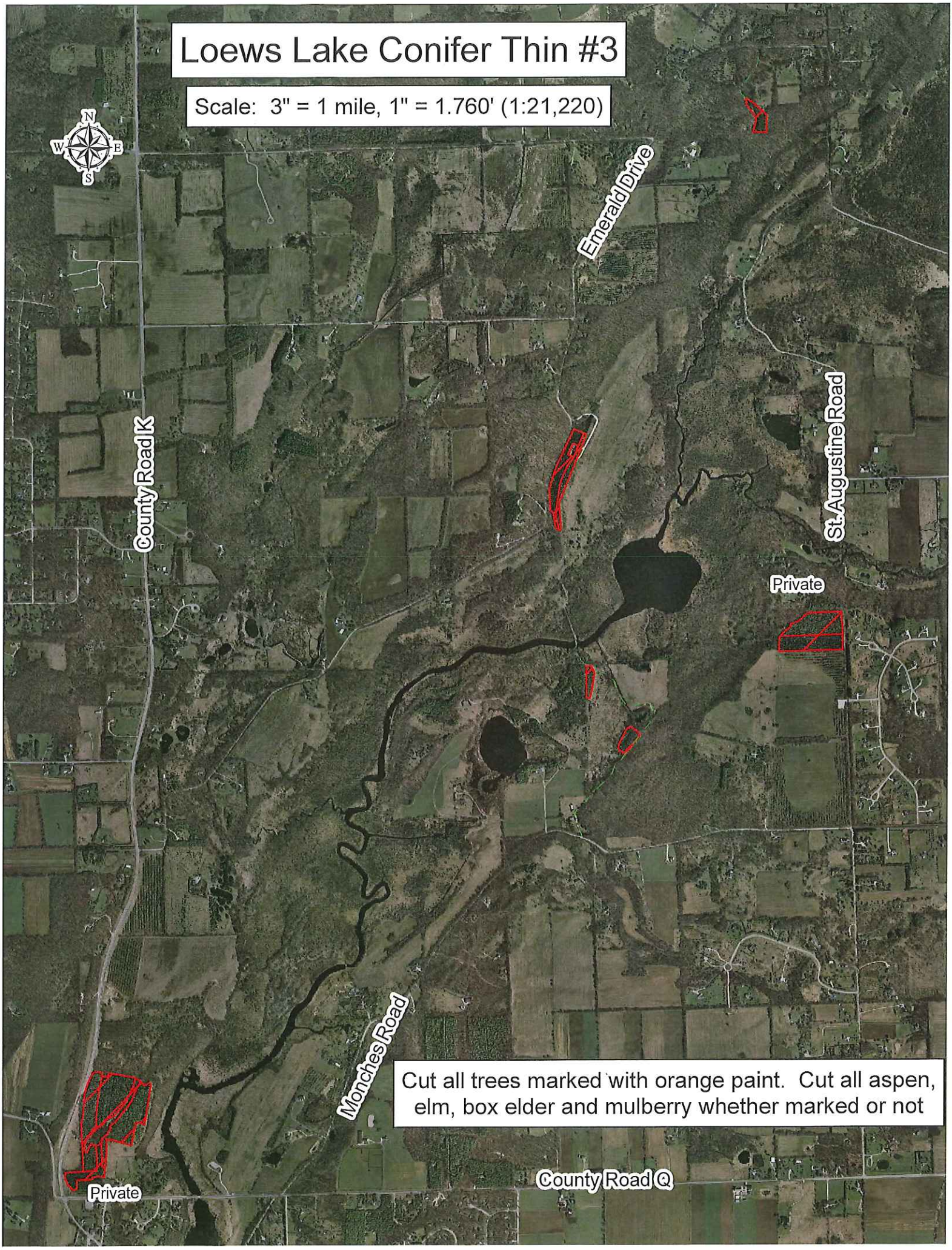
11. Lock boxes will be provided by the Department of Natural Resources representative.

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.



GENERAL SALE AREAS


Loews Lake Conifer Thin #3
Scale: 3" = 1 mile, 1" = 1.760' (1:21,220)
N
W
E
S
Emerald Drive
County Road K
St. Augustine Road
Private
Monches Road
Cut all trees marked with orange paint. Cut all aspen, elm, box elder and mulberry whether marked or not
Private
County Road Q

State of Wisconsin
Department of Natural Resources

TIMBER SALE BID
Form 2400-49 Rev. 2-94

TO: Forester
Wisc Dept of Natural Resources
Kettle Moraine State Forest
Southern Unit
S91 W39091 Highway 59
Eagle, Wisconsin 53119

Date _____

Sale ~~Bid Bond~~ ~~will be: (Check √ one)~~
- ☐ Cash
- ☒ ~~Certified Check~~
- ☐ ~~Personal Check~~

Dear Sir:

I herewith submit the following bid for timber described below: **I also understand that if I am awarded the contract and fail to execute it or work under it, my bid bond will be forfeited to the Department.**

Completion of this form is mandatory. The Department will not recognize your bid unless you complete and submit this form. Personally identifiable information on this form will be use for no other purpose.

Common Name (if any)	Tract Number
LOEWS LAKE CONIFER THIN #3	5-2017

Date and Hour of Bid Opening	Enclosed Amount of Bid Bond $

Species*	Utilization Specifications	Estimated Volume	Price Bid Per Volume Unit	Total Bid Value on Estimated Volume
WHITE PINE	4" MIN. TOP DIAMETER	655 TONS		
RED PINE	"	70 TONS		
SPRUCE	"	430 TONS		
MIXED HARDWOOD	5" MIN. TOP DIAMETER	90 TONS		
ASPEN	"	20 TONS		
		The award shall be based on this TOTAL BID AMOUNT:		

Performance Bond Will be in the form of: (Check √ One)

- ☐ Cash
- ☐ Personal Check
- ☐ Certified Check/Money Order
- ☐ Irrevocable Letter of Credit
- ☐ Assurance Bond
- ☐ Certificate of Deposit
- ☐ Assignment of Savings Account

I understand that any or all bids may be rejected and that consideration and awarding of a contract will be based upon my past performance and ability to complete contracts.

Note: I understand:

Utilization specifications and estimated volumes are listed in the prospectus which is available upon request from the Department.

A copy of the standard timber sales contract which must be entered into is available upon request from the Department.

* All bids including Lump Sum bids must be by species.

Bidder's Signature
Bidder's Name (Please Print or Type)
Street or Route
City, State, Zip Code

Printed on Recycled Paper