



September 21, 2023

Flambeau River State Forest Timber Sale Information

Sealed bids will be received by mail or in person at the Flambeau River State Forest, W1613 County Road W, Winter, WI 54896, up to **1:30 p.m. on October 24th, 2023** and will be opened immediately thereafter for timber stumpage described in this prospectus. Sealed bids for sales not sold on October 24th will be received at the Flambeau Forest Headquarters until **1:30 p.m. on November 30th, 2023**.

The public may attend in person or call 715-332-5271 ext. 106 to attend virtually.

For questions about this bid opening, contact: Heidi Brunkow - 715-332-5271 ext. 106 or e-mail Heidi.Brunkow@wisconsin.gov.

This bid opening will be held for 9 tracts on the Flambeau River State Forest.

<u>Sale Name</u>	<u>Tract #</u>	<u>Acres</u>	<u>Timber Type</u>	<u>4-inch (tons)</u>	<u>MBF</u>	<u>Minimum Bid</u>
Can Opener	15-22	61	MX/Aspen/Conifer	3300	*	\$22,450.00
Short Round Sal	6-23	51	MX/Tamarack	1930	26	\$10,670.00
Ash Crash	7-23	93	MX/Ash	2935	164	\$25,470.00
Dangled Web	8-23	81	MX/Ash/Aspen/Pine	3510	*	\$20,810.00
Summer Salad	9-23	260	MX/Ash/Aspen	13,620	283	\$90,920.00
Fisherman's Net	10-23	215	MX/Ash/Aspen	10,740	*	\$53,160.00
Price Twice	11-23	102	MX/Ash/Aspen/Spruce	4745	*	\$23,537.50
Ash Island	12-23	153	MX/Ash/Aspen	5965	161	\$44,830.00
Way Back Pines	13-23	242	MX/Aspen/Spruce	8230	118	\$46,999.00

*MBF is included in the 4-inch (tons) volume. See individual sale map for volumes.

BIDDING REQUIREMENTS

- Bidding Procedure for Timber Sales
 - Bids will be made by species for each tract.
 - Estimated volumes and utilization specifications are listed on individual sale prospectus maps. Bid according to volumes listed on individual sale prospectus and/or maps.
 - The **high bidder** will be determined by the **greatest total bid** for each tract.
 - Bids will be opened in random order.
 - Bidders in attendance (virtual)** can remove their bid from consideration before each individual tract is opened. Bidders must identify themselves by clearly stating their name, address, and telephone number PRIOR to a bid being opened to withdraw their bid from consideration.
- Bids may be made on one or more tracts.
- Submit each bid in an individual sealed envelope marked "Bid for Timber Stumpage" with the timber sale name, and tract number on the outside. Wisconsin DNR Timber Sale Bid Forms must be used to make bids on DNR timber sales and is included with the individual sale prospectus
- A per unit bid must be made on every item on a tract. No "zero" bids for any species or products will be accepted.

5. Winning bidders will be notified within 24 hours of bid opening and must sign the timber sale contract and submit an acceptable performance bond within 6 weeks of the bid opening. 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 or GNA timber sales for a two-year period.
6. A **Performance Bond or Letter of Credit** is required before awarding of contract. The bond shall be fifteen percent (15%) of the total bid value or a minimum of \$1000.00, whichever is greater. Contractors that are in good standing with the Master Logger Certification will have bond performance amounts of 10%. Contractor must present credentials at the time of being awarded the sale. The bond will be held intact by the Department of Natural Resources until the satisfactory completion of the timber sale contract. Performance bonds in a form of other than cash for these sales must expire no earlier than **1-year past contract expiration date**.
7. The Department of Natural Resources reserves the right to reject any and all bids.

SALES TAX CERTIFICATION

1. A Sales and Use Tax Exemption Certificate must be provided at the signing of the contract. This certificate is required to cover a contractor or individual reselling stumpage harvested for firewood/fuelwood and mills and manufacturing facilities. More information about the certificate can be found at <https://www.revenue.wi.gov/DORForms/s-211-inst.pdf>

UTILIZATION

1. All trees designated for cutting will be utilized to a 4" top diameter for pulpwood, 10" diameter for hardwood logs, and 8" diameter for softwood logs unless stated otherwise in the prospectus.
2. When designated for cutting, all trees containing one (1) or more one hundred inch (100") long stick to a four inch (4") minimum top diameter will be considered merchantable.

SCALING AND PAYMENT

1. If eligible for deferred payment option, payment for timber removed from site must be made within 30 days after invoice.
2. If not eligible for deferred payment option, no wood will be hauled from the sale area until advanced payment is made.
3. If sold as a lump sum sale, payment in full must be made on entire sale, or by the cutting block, or by some other means as mutually agreed upon by Department of Natural Resources and contractor.
4. The mill scale ticket system will be used as the preferred method of sale administration. Other scaling systems may be used at the discretion of the Department of Natural Resources.
5. If a woods scale system is used, all cordwood or logs will be piled for scaling. At least 10 MBF will be piled before a scale is requested. Scaling requests must be made at least one day in advance. Logs will be decked for scaling on pulpwood stringers with the small ends all one way (towards the road) and separated by log length. Piles will not exceed 6 feet in height and will be accessible for inspection from both sides of the piles. If separating for bolts, the bolts will be decked with the small ends all one way (towards the road).
6. No refunds of stumpage payments will be made for un-removed wood, and wood left on the sale area at contract expiration shall revert to the seller.
7. Scribner Decimal C Log Rule shall be used for scaling logs. All logs will be scaled as saw logs if 50% sound and meet the requirements of a Grade No. 3 log or better in accordance with the

National Forest Scaling Handbook. The minimum diameter for a Grade No. 3 log is 10". Conversion from MBF to cords or cords to MBF shall be 2.44 cords per MBF for softwoods and 2.2 cords per MBF for hardwoods.

8. Weight scale conversions will be at rates as specified in the Department of Natural Resources timber sale handbook listed below, unless the individual timber sale has specific mixed species pro-rates/conversions.

CORDWOOD WEIGHT CONVERSION FACTORS

Species	Weight (lbs)	Cord to Ton Conversion	Species	Weight (lbs)	Cord to Ton Conversion
ASPEN (All Species)	4,500	2.250	MAPLE, OTHER	4,550	2.275
ASH (All Species)	4,600	2.300	MAPLE, RED	4,550	2.275
BASSWOOD	3,850	1.925	MAPLE, SILVER	4,550	2.275
BEECH	5,050	2.525	MULBERRY	5,000	2.500
BALM OF GILEAD	4,900	2.450	MIXED CONIFER	4,250	2.125
BALSAM FIR	4,250	2.125	MIXED SPECIES - ALL	4,600	2.300
BUTTERNUT	5,000	2.500	MIXED HARDWOODS	4,800	2.400
BIRCH, RIVER	5,000	2.500	OAK, BLACK	5,500	2.750
BOX ELDER	4,550	2.275	OAK, NORTHERN PIN	5,500	2.750
BIRCH, WHITE	4,800	2.400	OAK, BUR	5,850	2.925
BIRCH, YELLOW	5,350	2.675	OAK	5,500	2.750
CEDAR (All Species)	3,150	1.575	OAK, SOUTHERN PIN	5,500	2.750
CHERRY, BLACK	4,300	2.150	OAK, RED	5,500	2.750
COTTONWOOD	4,650	2.325	OAK, SWAMP WHITE	5,850	2.925
ELM (All Species)	5,000	2.500	OAK, WHITE	5,850	2.925
HEMLOCK	4,800	2.400	PINE, AUSTRIAN	4,500	2.250
HACKBERRY	5,000	2.500	PINE, JACK	4,250	2.125
HICKORY (All Species)	5,400	2.700	PINE, RED	4,500	2.250
IRONWOOD	5,000	2.500	PINE, SCOTS	4,500	2.250
KENTUCKY COFFEE TREE	5,000	2.500	PINE, WHITE	4,200	2.100
LARCH	4,650	2.325	POPLAR, YELLOW	4,500	2.250
LOCUST (All Species)	5,300	2.650	SPRUCE (All Species)	4,000	2.000
MOUNTAIN ASH	5,000	2.500	SYCAMORE	5,000	2.500
MAPLE, SUGAR	5,100	2.550	TAMARACK	4,650	2.325
MAPLE, NORWAY	5,100	2.550	WALNUT, BLACK	5,000	2.500
			WILLOW (All Species)	5,000	2.500

CONTRACT PERIOD

1. All contracts offered during this bid opening will expire **June 30th, 2026**, unless noted differently on individual timber sale map.

CONTRACT EXTENSIONS

Contract extensions will not be granted without justifiable reason. Justification will be determined by the Department of Natural Resources. Contract expiration dates are given on the individual timber sale. Contract extensions are not guaranteed. All extensions, if granted, will be for 1 year. Extension requests will be considered with the following conditions:

One and Two-year contracts

- 1st extension – 5% increase in stumpage rate
- 2nd extension – an additional 10% increase in stumpage rate

Three and Four-year Contracts

- 1st extension – 15% increase in stumpage rate (only 1 extension granted)

OTHER CONDITIONS

1. Wisconsin's Best Management Practices for Water Quality, Woody Biomass Harvesting Guidelines, and Best Management Practices for Invasive Species must be followed on all DNR timber sales. More information on these management guidelines can be found at the links found below.

Water Quality BMPs: <https://dnr.wi.gov/topic/ForestManagement/bmp.html>

Biomass: <https://councilonforestry.wi.gov/Pages/WoodyBiomass/Default.aspx>

Invasive BMPs: <https://councilonforestry.wi.gov/Pages/InvasiveSpecies/Forestry.aspx>

2. The contractor shall notify a DNR Forester 3 business days prior to beginning work on sale. Before work begins on sale, contractors will be required to have a pre-sale meeting.
3. No pole length skidding will be allowed in selection areas, pine thinnings, or spruce thinnings.
4. No cutting can be done during the months of April, May, or June in selection harvests due to bark being more easily damaged at these times.
5. The Department of Natural Resources reserves the right to stop operations if unreasonable, excessive, or avoidable damage occurs or will occur. The contractor may be held responsible to repair any or all damage.
6. The Department of Natural Resources may change, suspend or terminate any timber sale contract or portion of contract with no penalties to the State if errors in timber sale planning or designing cause or may cause serious environmental damage, or may cause aesthetic concerns, or are not sound silvicultural practices, or violate any county, state, or federal law or regulation.
7. Extra caution is needed to avoid damaging existing pockets of regeneration throughout selection sale areas. These pockets of regeneration should not have trees felled into them or skid trails run through them.
8. If collecting firewood for home, a firewood permit is required. **A permit is also required for collection of burls.**
9. All slash requirements will be done concurrent with sale operations. For town roads, state forest roads, hunter/walker trails, and ATV/snowmobile trails, **all slash and ends will be removed from the roads and ditches concurrently with each truckload.**
10. Those merchantable trees removed or damaged as a result of approved road building operations will be utilized.

11. Road approaches to surfaced roads or other government public roads are the responsibility of the Contractor. Damage to these roads is the responsibility of the Contractor.
12. **The State may not plow snow on state forest roads.** If a sale is located on a state forest road, the contractor may be responsible for plowing the snow. The following are state forest roads: Tower Hill, Bass Lake, Price Creek, Hines Grade, Bear Creek, Skinner Creek, and Hervas.
13. State forest roads may be posted for longer periods of time than county and township roads.
14. The purchaser will be required to restrict or suspend hauling during periods when the compacted road surface would be damaged. Hauling will be suspended if it is causing rutting into the subgrade, or surfacing material would be displaced, such as during heavy rainfall or spring break-up freezing and thawing cycles.
15. When sap-peeled pulpwood is scaled, 12.5% will be added to hand peeled and stroke delimeter/processor peeled volume, and 16% will be added to ring debarked volume. Scale ticket must state if the load is a peeled product.
16. Contractor is responsible for having mill tickets and scale slips returned to the Flambeau River State Forest Office within 30 days of hauling.
17. Contractor is required to close roads at designated map locations by placing rocks, stumps and/or cull log barriers. (See Attachment A). Any road, landing, or primary skid trail used for a timber sale will need to be closed according to Attachment A.
18. Do not damage or remove trail/roadway signage. (See Attachment B).

Insurance

The “Contractor” (purchaser) shall provide the Department of Natural Resources with a Certificate of Insurance counter-signed by a Wisconsin Resident Agent, indicating that Worker’s Compensation Insurance coverage is provided for the duration of the contract prior to any performance under it. Contractor claiming exemption, independent status, the contractor/purchaser will be required to submit a signed, notarized affidavit that affirms their exempt status pursuant to the criteria listed in section 102.07(7)(b), of the Wisconsin Statutes.

Contract may contain other provisions. Contracts may not be assigned. A sample copy of the contract is available upon request.

NOTE: Prospectus maps for each of the timber sales are available online at <https://dnr.wisconsin.gov/topic/TimberSales>

*****TRAINING STANDARD*****

The Purchaser shall ensure that at least one in-woods person actively engaged in performance of this contract and responsible for the logging site complies with the Wisconsin Sustainable Forestry Initiative® (SFI®) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website https://www.fistausa.org/fista/SFI_Workshops.asp or by contacting the Forest Industry Safety & Training Alliance (FISTA). Purchaser agrees to provide documentation to Seller that the training has been attained prior to initiating sale.

FOREST CERTIFICATION: These lands are 3rd party certified.