



April 4, 2023

Black River State Forest Timber Sale Information

Sealed bids will be received by mail or in person at the Castle Mound Shop at W10325 US Hwy 12, up to 9 a.m. May 11, 2023 and will be opened immediately thereafter for timber stumpage described in this prospectus. This bid opening is open to the public, but you can also attend virtually by calling: 1-608-571-2209; passcode 327252977#.

For questions about this bid opening- contact: Nick Randall at 715-586-8233; nicholas.randall@wisconsin.gov
 This bid opening will be held for 6 tracts on the Black River State Forest.

Black River State Forest

Tract #	Sale Name	Acres	Timber Type	Total Volume (Tons)	MBF (included in Tons)
7-23	Jungle Junction	206	Red Pine/White Pine	15160	1560
8-23	Train Whistle Oak	55	Oak/White Pine/Red Pine	3480	258
9-23	Dogfight Pine	56	Jack Pine/Oak/White Pine	1515	44
10-23	End of Road Sale	140	Jack Pine/White Pine/Oak	6500	194
11-23	Stanton Sandy Pines	131	Red Pine	1830	143
12-23	Bus Stop Pine	75	Jack Pine/White Pine	3000	140

For tracts not sold on May 11, 2023 sealed bids will be accepted by mail or in person until 9 a.m. May 25, 2023. Contact Nick Randall at 715-586-8233 or nicholas.randall@wisconsin.gov for details on bid results following each bid opening.

Bidding Requirements: All bids must be submitted as sealed bids, in individual envelopes for each tract, and labeled with the tract number. Use Department Timber Sale Bid Form (2400-049 updated 7/22) and include the following:

- a. Tract number
- b. List of all species to be cut, utilization specifications (4" top for all sales in this bid opening), and estimated volumes as listed on the timber sale prospectus.
- c. Bid price per unit for each species and product listed. No "zero" bids for any species will be accepted.
- d. Check off the type of performance bond to be used in the appropriate box on the bid form.
- e. Signature, address, phone number and e-mail contact information of bidder.
- f. **Lump sum bids will not be accepted.**
- g. **Bids must be legible and accurate.** If we cannot determine the price per unit, totals, or other required information, your bid may not be accepted.
- h. At any time prior to the reading aloud of any bids for a particular sale, bidders may withdraw their bid from consideration. This can be done in person, on the conference call or by written instruction to the DNR Forester conducting the bid opening.

The **high bidder** will be determined by the **greatest total bid** for each tract. The Department of Natural Resources reserves the right to reject any and all bids.

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.

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. 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 **June 30, 2027 for all sales in this bid packet** (1-year past contract expiration date).

ADDITIONAL REQUIREMENTS FOR SUCESSFUL BIDDERS:

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

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 SFI® (Sustainable Forestry Initiative®) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at: 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.

Insurance: The 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. Contractors claiming exemption, independent status, 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 Information:

Contract Period: All contracts offered during this bid opening will expire **June 30, 2026** unless noted 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)

The timber sale contract may contain other provisions. Contracts may not be assigned. A sample copy of the contract, additional information and forms for bidding, including pre-filled bid sheets, can be obtained from the Forester, Black River State Forest, W10325 Hwy 12, Black River Falls, Wisconsin, 54615 or at our website: <http://dnr.wi.gov/topic/TimberSales/salesBlackRiver.html>.

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:
 - 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. **Heterobasidial Root Disease Treatment:** For timber sales that require stump treatment for Heterobasidial Root Disease (Annosum), treatment must be performed by a Certified Pesticide Applicator through Wisconsin Department of Agriculture, Trade and Consumer Protection. **Proof of Certification will be required prior to beginning any areas requiring treatment.** Reporting of type and amount of chemical used will be required. More information at: http://datcp.wi.gov/Plants/Pesticides/Licenses/Commercial_Applicator_Certification.
3. **Utilization:** cut and use all designated trees with one or more 100” sticks to a 4” top diameter. Any other provisions will be listed on individual sale Map/Prospectus.

Scaling and Payment

1. If eligible for deferred payment option, payment for timber removed from site must be made within 30 days after invoice. (Deferred payment is not allowed with lump sum sales.)
 - a. Late payment—Failure to pay within the 30-day period shall result in:
 - i. The contractor being required to prepay stumpage on the remainder of the sale.
 - ii. The payment breach being documented by forwarding the contractor’s name to the County Forest Specialist in Madison.
 - iii. A 1.5% every 30 days late interest penalty being assessed on stumpage due.
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. 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.
6. Scribner Decimal C Log Rule shall be used for scaling logs. 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.
7. **All sawlog volumes are included with the tonnage volume estimates, unless noted otherwise, but estimates are listed on the prospectus. All Black River State Forest Sales will be scaled by the ton or converted to tons (from either cords or board feet) by these conversion rates:**

CORDWOOD WEIGHT CONVERSION FACTORS POUNDS PER CORD

<u>Species</u>	<u>Weight (lbs.)</u>	<u>Weight (tons)</u>	<u>Species</u>	<u>Weight (lbs.)</u>	<u>Weight (tons)</u>
Ash	4600	2.3	Mixed Hardwood	4800	2.4
Aspen	4500	2.25	Red/Black oak	5500	2.75
Basswood	3850	1.925	Red Pine	4500	2.25
Black Cherry	4300	2.15	Soft Maple	4550	2.275
Elm	5000	2.5	Spruce	4000	2.0
Hard Maple	5100	2.55	Tamarack	4650	2.325
Hickory	5400	2.7	White Birch	4800	2.4
Jack Pine	4250	2.125	White Oak	5850	2.925
Locust	5300	2.65	White Pine	4200	2.1