State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Black River State Forest
W10325 US Hwy 12
Black River Falls WI 54615

# Tony Evers, Governor

Telephone 608-266-2621 Toll Free 1-888-936-7463 TTY Access via relay - 711



September 30, 2024

# **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. October 31, 2024 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 243002815#.

For questions about this bid opening- contact: Ian Remus at 715-928-2462; ian.remus@wisconsin.gov This bid opening will be held for 13 tracts on the Black River State Forest and 2 tracts on Monroe County State Lands.

# **Black River State Forest**

Tract #	Sale Name	Acres	Timber Type	Total Volume (Tons)	MBF (Included in Tons)	
10-24	Covey Pine	67	Red Pine	1060	81	
1-25	Monarch Ridge 2	43	Oak	1805	122	
2-25	Billy Goat Oak	52	Oak	2480	140	
3-25	Crossroad Clear Cut	108	Red/White Pine	8100	930	
4-25	Sullivan Pine	28	Red Pine	2090	273	
5-25	Paint Free Pine	30	Jack Pine	1015	40	
6-25	Lost Pager Pine	103	Red Pine	1870	120	
8-25	Yogi the Bear	88	Red/White Pine	1150	79	
9-25	Train Whistle Pine	37	Red Pine	870	54	
10-25	Butterfuss Pine	62	Red Pine	5835	938	
11-25	Bugle Ridge	30	Oak	1470	72	
12-25	Bite-Sized Break Up	12	Red Pine	225	7	
13-25	Seven Circles	62	White Pine/Red Pine/Oak	4025	416	

# La Crosse River Fishery Area (Monroe County State Lands)

Tract #	Sale Name	Acres	Timber Type	Total Volume (Tons)	MBF (Included in Tons )
1-25	Poult Pinery	40	Jack Pine	1350	5

### La Crosse Wildlife Area (Monroe County State Lands)

Tract #	Sale Name	Acres	Timber Type	Volume	MBF (Included in Tons)
2-25	Bourbon Bolts	49	Oak/Mixed Hwd/Jack Pine	3690	138

For tracts not sold on October 31, 2024 sealed bids will be accepted by mail or in person until 9 a.m. November 7, 2024. Contact *Ian Remus at 715-928-2462 or ian.remus@wisconsin.gov* for details on bid results following each bid opening, or go to:

https://dnr.wisconsin.gov/topic/timbersales/salesblackriver

# **BIDDING REQUIREMENTS**

- 1. Bidding Procedure for Timber Sales
  - a. Bids will be made by species for each tract.
  - b. Estimated volumes and utilization specifications are listed on individual sale prospectus maps. Bid according to volumes listed on individual sale prospectus and/or maps.
  - c. The **high bidder** will be determined by the **greatest total bid** for each tract.
  - d. Bids will be opened in random order.
  - e. **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.
- 2. Bids may be made on one or more tracts.
- 3. 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.
- 4. A per unit bid must be made on every item on a tract. No "zero-\$0.00" bids for any species or products will be accepted and bid will be rejected.
- 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 <u>Performance Bond or Letter of Credit</u> 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 1-year past contract expiration date.
- 7. For sales requiring pesticide applications (e.g. HRD treatment). The Purchaser shall ensure and provide documentation that any person(s) who applies or handles any pesticide on Department lands is covered by a valid Pesticide Business License, Individual Commercial Applicators License, and Forestry 2.0 Certification issued by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) prior to pesticide application.
  - The cost of this application can vary based on application method and harvest conditions, but should be considered when submitting bids on these timber sales.
- 8. The Department of Natural Resources reserves the right to reject any and all bids.

#### SALES TAX CERTIFICATION

1. A <u>Sales and Use Tax Exemption Certificate</u> 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 <a href="https://www.revenue.wi.gov/DORForms/s-211-inst.pdf">https://www.revenue.wi.gov/DORForms/s-211-inst.pdf</a>

# **UTILIZATION**

- 1. All trees designated for cutting will be utilized to the following:
  - a. Pulpwood: Cut all designated trees with one (1) or more 100" sticks to a 4" top diameter for hardwoods and softwoods.
  - b. Sawlogs: Cut all designated trees with one (1) or more 8'6" logs to a top diameter of 10" for hardwoods and 9" for softwoods.

2. See individual timber sales for utilization specifications.

# **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. Piles will be level and square with at least XX cords per pile or XX MBF. At least XX cords or XX MBF will be piled before a scale is requested. Scaling requests must be made at least one day in advance.
- 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. 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 prorates/conversions.

#### CORDWOOD WEIGHT CONVERSION FACTORS POUNDS PER CORD

<u>Species</u>	Weight (lbs.)	Weight (tons)	<u>Species</u>	Weight (lbs.)	Weight (tons)
Ash	4600	2.3	Jack pine	4250	2.125
Aspen	4500	2.25	Locust	5300	2.65
Balsam	4250	2.125	Mixed hardwood	4800	2.4
Balsam poplar	4900	2.45	Red oak	5500	2.75
Basswood	3850	1.925	Red pine	4500	2.25
Beech	5050	2.525	Soft maple	4550	2.275
Black Cherry	4300	2.15	Spruce	4000	2.0
Cedar	3150	1.575	Tamarack	4650	2.325
Cottonwood	4650	2.325	White birch	4800	2.4
Elm	5000	2.5	White oak	5850	2.925
Hard maple	5100	2.55	White pine	4200	2.1
Hemlock	4800	2.4	Yellow birch	5350	2.675
Hickory	5400	2.7			

# **CONTRACT PERIOD**

1. All contracts offered during this bid opening will expire <u>December 31, 2027</u> unless noted on individual timber sale prospectus.

# **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
- 2<sup>nd</sup> 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: <a href="https://dnr.wi.gov/topic/ForestManagement/bmp.html">https://dnr.wi.gov/topic/ForestManagement/bmp.html</a>
Biomass: <a href="https://councilonforestry.wi.gov/Pages/WoodyBiomass/Default.aspx">https://councilonforestry.wi.gov/Pages/WoodyBiomass/Default.aspx</a>
Invasive BMPs: <a href="https://councilonforestry.wi.gov/Pages/InvasiveSpecies/Forestry.aspx">https://councilonforestry.wi.gov/Pages/InvasiveSpecies/Forestry.aspx</a>

2. For further information regarding heterobasidion root disease (HRD), oak wilt, recreation, and other seasonal restrictions please see each individual timber sale map/prospectus.

# **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 <a href="https://dnr.wisconsin.gov/topic/TimberSales">https://dnr.wisconsin.gov/topic/TimberSales</a>

# \*\*\*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 3<sup>rd</sup> party certified. For information on Chain-of-Custody, refer to https://dnr.wisconsin.gov/topic/timbersales/certification