



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Tony Evers, Governor
Preston D. Cole, Secretary

Southern Unit - Kettle Moraine State Forest
S91 W39091 Hwy 59
Eagle, Wisconsin 53119
Telephone 262-594-6200
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18 April 2022

Kettle Moraine State Forest – Southern Unit Timber Sale Information

Sealed bids will be received by mail or in person at the Kettle Moraine State Forest – Southern Unit, S91 W39091 Highway 59, Eagle, Wisconsin 53119, up to 1:00 pm on Monday May 16, 2022 and will be opened immediately thereafter for timber stumpage described in this prospectus. Currently, bid opening is closed to the public. Please call (262) 470-5225 to attend virtually.

*For questions about this bid opening contact Michael Sieger (262) 470-5225;
Michael.sieger@wisconsin.gov*

This bid opening will be held for 1 tract on the Kettle Moraine State Forest – Southern Unit.

<u>Sale name</u>	<u>Tract #</u>	<u>Acres</u>	<u>Timber type</u>	<u>Vol. tons</u>	<u>Minimum bid</u>
Highway S Railroad Pine Sale	3-2022	134	Pine	4,440	\$41,944.00

Contact Michael Sieger at (262) 470-5225 or Michael.sieger@wisconsin.gov for details on bid results following the May 16, 2022 bid opening.

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. Bid according to volumes listed on individual sale prospectus.
 - 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. 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
3. A per unit bid must be made on every item on a tract. No “zero” bids for any species or products will be accepted.
4. 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.
5. 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 **1-year past contract expiration date**.
 6. 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](https://www.revenue.wi.gov/DORForms/s-211-inst.pdf) must be provided at the signing of the contract (unless one is currently on file in this office). 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” minimum top diameter for pine and hardwood pulpwood, and 10” minimum top diameter for hardwood sawlogs.
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. 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. 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 POUNDS PER CORD

Red pine	4750 pounds per cord
White pine	4500 pounds per cord
Mixed hardwoods	5000 pounds per cord

CONTRACT PERIOD

1. All contracts offered during this bid opening will expire June 30, 2025, 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)

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 stumps of all pine trees cut on this sale are to be treated with an approved product to prevent infection by heterobasidion root disease (HRD). 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, within 48 hours of being cut. 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.**
3. This sale area is crossed by state trails as shown on the timber sale maps, which include horse/snowmobile trails and hiking trails. 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. In addition, the contractor must be aware of trail users to avoid harming them in the cutting and skidding operations, which includes stopping the machine to avoid spooking horses passing on the trail nearby.

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 SFI® (Sustainable Forestry Initiative®) 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.

Invitation for Bids on Timber Stumpage

DEPARTMENT OF NATURAL RESOURCES
KETTLE MORAINNE STATE FOREST - SOUTHERN UNIT
Timber Sale Tract 3 - 2022
Highway S Railroad Pine 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. **Note:** The pine and hardwood pulpwood on this sale are being sold by weight, **bids must be in price per ton for these products.**

Tract 3 - 2022 Sale - Part of Sections 20 and 29 in T5N R17E, Eagle Township in Waukesha County.

This sale includes a total of 134 acres, all being conifer plantations. The harvest includes 120 acres of marked thinning with the trees to be cut marked with orange paint, and 14 acres of clearcut. The thinning area is individually marked for harvest with orange paint on the stem and on the stump. In addition, through the entire sale area, all elm, aspen, locust, box elder and mulberry are to be cut whether marked or not. All trees marked or designated for harvest are to be cut. The timber sale maps show the harvest instructions for each area.

Timber Sale Summary (total minimum value = \$41,944.00)

<u>Species</u>	<u>Estimated Volume</u>
Red Pine	3730 tons
White Pine	485 tons
Mixed Hardwood	225 tons

Sealed bids will be received by the Forester up to 1:00 pm on Monday, May 16, 2022 at the Kettle Moraine State Forest Headquarters, S91 W39091 Highway 59, Eagle, Wisconsin 53119. Bids will be opened at that time. Contact Michael Sieger with any questions about this invitation for bids at (262) 470-5225.

Bids shall include the following and be submitted on Form #2400-49 (included with this bid notice).

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 timber sale contract for this sale may contain additional provisions, a sample contract is available upon request. Contracts may not be assigned.

These lands are 3rd party certified.

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. Bids will be accepted or rejected within 14 days.
3. **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 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 one year beyond the contract expiration date. As this contract will expire on June 30, 2025, then an irrevocable letter of credit shall run through June 30, 2026. 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.
4. 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.
5. The contract period will be for three (3)+ years, expiring on June 30, 2025. Certification of workmen's compensation must be provided before the contract will be signed.
6. **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.
7. The winning bidder must submit all necessary paperwork within 6 weeks of the bid opening, by June 20, 2022, including the signed contract, performance bond, a copy of their workmen's compensation insurance certificate, and the tax exempt form (if not already on file here).

B. Cutting and Operational Requirements

1. Cutting specifications are shown on the timber sale maps. Cut all trees marked with orange paint. In addition, cut all elm, aspen, locust, 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. Slash that may fall in these areas must be removed immediately. This is to be done concurrent with the cutting operation.
4. **Special Note: The stumps of all pine trees cut on this sale are to be treated with an approved product to prevent infection by heterobasidion root disease (HRD). 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, within 48 hours of being cut. 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 trails as shown on the timber sale maps, which include horse/snowmobile trails and hiking trails. 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. In addition, the contractor must be aware of trail users to avoid harming them in the cutting and skidding operations, which includes stopping the machine to avoid spooking horses passing on the trail nearby.
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. Within 100 feet of the trails, rutting excessiveness will be determined by the Forest Superintendent, and may be more restrictive than the 6" maximum.
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 suspend 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 a one-year period, at their discretion. *** A reasonable effort must be shown to complete the sale during the contract period to warrant an extension. All stumpage payments will be increased 15% for a one-year extension.
11. **Note: Work on this timber sale may NOT begin until after August 31, 2022. The brush was mulched from this entire area in early 2022 and the resprouts will be herbicided in July and August. Work may begin on this harvest AFTER the herbicide is completed.**

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 conifers (pine and spruce), and 2.20 cords per one thousand board feet for hardwood. 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, 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 ton and average tons 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.

WI Southern Railroad



Highway S Railroad Pine Sale (134 acres)

Scale: 8" = 1 mile, 1" = 660' (1:7,920)



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Marked timber area. Cut all trees marked with orange paint. Also cut all elm, aspen, black locust, box elder and mulberry whether marked or not



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Clearcut area. Cut all pine, elm, box elder, aspen, black locust and mulberry



=

Potential decking location

County Road S

This map is not a survey of the actual boundary of any property this map depicts

Notice: Completion of this form is mandatory. The Department will not recognize your bid unless you complete and submit this form. Personal information collected will be used for program administration and may be provided to requesters as required by Wisconsin's Public Records law [ss. 19.31-19.39, Wis. Stats.].

Date

Bidder Name			
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Street Address	City	State	ZIP Code
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Property Name (if any) Kettle Moraine State Forest - Southern Unit	Timber Sale Name Highway S Railroad Pine Sale	Tract Number 3 - 2022
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Date and Hour of Bid Opening Monday May 16, 2022 at 1:00 pm	Minimum Acceptable Bid (optional) \$41,944.00
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Species-All bids including Lump Sum bids must be by species	Utilization Specifications (4 inch/Whole Tree/Logs)	Estimated Volume	Volume Units (tons/cords/mbf)	Price Bid Per Unit	Total Bid Value on Estimated Volume
Red pine	4" minimum top diam.	3,730	tons		
White pine	"	485	tons		
Mixed hardwood	"	225	tons		

The award shall be based on this TOTAL BID AMOUNT:

Performance Bond Will be in the form of: (select one)

<input type="radio"/> Personal Check	<input type="radio"/> Assurance Bond
<input type="radio"/> Certified Check/Money Order	<input type="radio"/> Certificate of Deposit
<input type="radio"/> Irrevocable Letter of Credit	<input type="radio"/> 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. **I also understand that if I am the winning bidder, I have 6 weeks from the date of the bid opening to submit an acceptable performance bond. I also understand that if I am awarded the contract and fail to execute it or work under it, I will be required to forfeit to the Department an amount equal to 10% of my total bid amount.** Failure to forfeit the 10% penalty will result in being considered ineligible to bid on any state timber sales for a two-year duration. In the event the highest bidder can not or will not sign the contract, the award will be made to the next highest qualified bid.

Notice: 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.

Signature of Bidder
Bidder's Name (Please Print or Type)
Phone Number (include area code)
Email Address