2016 OCTOBER TIMBER SALES
FLAMBEAU RIVER STATE FOREST
W1613 COUNTY ROAD W
WINTER, WI 54896
(715) 332-5271

Updates are highlighted in yellow.

Sealed bids for sales in this packet will be received by the Wisconsin Department of Natural Resources, Flambeau River State Forest, at the Flambeau Forest Headquarters, Winter, Wisconsin until **1:30 p.m. on October 20, 2016** and publicly opened immediately thereafter for timber stumpage on the Flambeau River State Forest and other state lands. Sealed bids for the other state lands should also be received at the Flambeau Forest Headquarters. Sealed bids for sales not sold on April 14th will be received at the Flambeau Forest Headquarters until **1:30 p.m. on December 1, 2016.**

It is the responsibility of the bidder to inspect, evaluate the stumpage, examine the locations, investigate field conditions, and check Contract requirements for each tract prior to bidding. Submission of bid reflects that the bidder has inspected the tract and clearly understands and agrees to all Contract conditions and requirements. For inspection of Flambeau River State Forest timber sales for bidding, ATVs will be permitted.

The sales on the Flambeau River State Forest will use the mill scale ticket system for pulpwood. Sales with saw logs included in the pulp price will also use the mill scale ticket system.

The contractor shall notify a DNR Forester or Forest Technician 3 days prior to beginning work on sale. Before work begins on sale, contractors will be required to have a pre-sale meeting with either a Forest Technician or a Forester.

NO DECKING OR SKIDDING ALLOWED ON Price Creek Road, Bear Creek Road, Hines Grade, Tower Hill Road, Skinner Creek Road, Hervas Road, Cedar Rapids Access Road, Wannigan Rapids Access Road, or Oxbo Access Roads without special permission.

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.

Forest Certification

The sales in this packet are certified to the standards of the Forest Stewardship Council (FSC) – Certificate #SCS-FM/COC-00070N and the Sustainable Forestry Initiative (SFI) – Certificate #NSF-1Y941-SF7. Forest products from these sales may be delivered to the mill as "FSC and/or SFI certified" so long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

FSC #SCS-FM/COC-00070N SFI #NSF-SFIS-1Y941-S1

FSC 100%

All tracts in this packet meet Forest Certification.

TRAINING REQUIREMENT

The purchaser shall ensure that the actual logging contractor engaged in performance of this contract complies with the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SCI). 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). Purchaser agrees to provide documentation to Seller that the training has been attained prior to initiating sale.

SOIL DISTURBANCE AND RUTTING

a. The Purchaser agrees to take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. If soil disturbances occur, the Purchaser agrees to work cooperatively to mitigate and repair any and all instances of soil disturbance.

b. Excessive soil disturbance (as defined in Table 1) shall not be permitted. Purchaser agrees to contact Seller in the event of an excessive soil disturbance.

Table 1.Thresholds for soil disturbances.

Timber Sale Infrastructure	**Soil disturbances are excessive if:**
Roads, Landings, Skid Trails, and General Harvest Area	▪ A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake.
Roads, Landings, and Primary Skid Trails	▪ In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more. ▪ In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more.
Secondary Skid Trails and General Harvest Area	▪ A gully or rut is 6 inches deep or more and 100 feet long or more.

Note: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth would be measured to the lesser of the two depths (the "top" of the lug). The length is measured from the start of the “too deep” section to the end of the “too deep” section. Measurements are not cumulative.

c. Prior to sale completion the Purchaser shall mitigate and repair soil disturbances to the Seller’s satisfaction.

For questions on the following properties please contact the person listed:

Kimberly Clark Wildlife Area – Tom Onchuck (715) 762-1358

Flambeau River State Forest – Heidi Brunkow (715) 332-5271 ext. 106

FLAMBEAU RIVER STATE FOREST
AND OTHER STATE LANDS
General Sale Conditions

Bidding and Financing

1. To bid on a tract, each species must be bid on (per cord or MBF) and the **minimum total sale value must be met**. The advertised value (per cord or MBF) is provided as a reference value only - a bid on each species at its advertised value will automatically meet the minimum total sale value when all species are added together. **A bid will be rejected if any individual species/product bid is $0.**
2. A bid must be made on all species and products listed by tract including lump sum sales.
3. All bids must be by tract number and sealed in individual envelopes marked on the outside, Bid on Tract ___.
4. Whole tree (chipping) bids will be adjusted by adding overrun factors to cruised volumes. Notification prior to bidding will be required. Approved areas allowing whole tree logging will be identified along with specific overrun factors to be used. If for any reason the contract is not whole tree harvested, the contractor will pay 25% more than the bid value per species that anticipated whole tree harvest. Whole tree harvest (chipping) includes all wood and bark.
5. All bids will include the following:
   A. Tract Number
   B. List of species to be harvested and estimated volume
   C. Bid price, per unit for each species and product
   D. Signature and address of each bidder
6. Persons desiring to bid on more than one tract must submit a separate bid for each tract.
7. Bids will be opened in a random order from a draw of the hat. **Prior to the reading of a bid, a contractor may elect to withdraw the bid.** The contractor or representative of the contractor must declare this at the bid opening before any bids for the specified tract are read.
8. **BID BOND NOT REQUIRED**. Winning bidders will have 6 weeks from the date of the bid opening to submit an acceptable performance bond to the department. 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.
9. An Irrevocable Letter of Credit may be used as a Performance Bond. ***The expiration date of all letters of credit must be maintained for four full years.*** Contact the Forest Headquarters for details regarding the clauses required in the letter.

Contracts & Extensions

1. Contracts must be signed and returned to the Flambeau River State Forest or appropriate property within 30 days of the bid letting.
2. All contracts will be issued for a period of two years, unless otherwise noted. It is understood that all contracts are expected to be completed during the initial contract. Extensions are not automatic.
3. Requests for extensions must be submitted prior to the expiration date of the contract. The performance bond may be retained if requests are not submitted by the expiration date.

Payments

1. Purchaser agrees to make stumpage payments within 30 days of billing, unless otherwise specified in the payment schedule.
2. Late interest penalty – Purchaser agrees to pay a late interest penalty of 1.5% for every 30 days on past due stumpage in excess of the 30 day period. In addition, failure to pay within the 30 day period will result in the Purchaser having to prepay for the remainder of the sale. Two such payment breaches, even on separate State sales, will also result in the purchaser being required to prepay on all state timber sales for a two-year duration.

Cutting and Skidding Specifications

1. All timber marked or designated for cutting will be utilized whether or not the quantity is more or less than the estimated volume.
2. No pole length skidding will be allowed in select cut areas, pine thinnings, or spruce thinnings.
3. All decking must be done on the sale if it is not specifically designated.
4. Any young growth bent or held down by felled trees must be promptly released.
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. Although logging during very dry conditions may be permitted, during wet periods the soils may become soft and susceptible to rutting. Soils may become too wet after storms and extended wet spells. Operations will be suspended during these periods.
7. 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.
8. Any bole damage to residual trees will be considered unnecessary.
9. Trees that are marked with an "X" are not to be cut. They are leave trees. All snags will be reserved unless a safety concern, then the snags will be cut and left for coarse woody debris.
10. **Extra caution is needed to avoid damaging existing pockets of regeneration throughout select cut sale areas.** These pockets of regeneration should not have trees felled into them or skid trails run through them.
11. If collecting firewood for home, a firewood permit is required. **A permit is also required for collection of burls**.
12. If an operational tree(s) is(are) cut, the contractor is required to contact the Forester either by leaving a message at the office or by leaving a note in the lock box the day the operational tree(s) is(are) cut.

Slash Requirements

1. 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**.
2. Slash that is within 100 feet of state highways, county highways, forest roads, open access roads, ATV/Snowmobile trails, canoe campsites and landings will be lopped and scattered to within 2 feet of the ground by the contractor.
3. No slash or logging debris will be left across the blue line onto private land.
4. No slash piles from landing operations may be left over 24" above the ground level. Piles shall be spread over the site before leaving.
5. Slash disposal will comply with the State Slash Law, Section 26.12(b), Wisconsin Statutes, and with requests regarding forest fires prevention and suppression made by the seller.

Road and Camps

1. The locations of all roads, landings, and camps must be approved by the Forester prior to construction. A DNR Forester must be contacted at least 48 hours in advance for an appointment.
2. The sale area, including all roads and camps, will be kept neat, clean and free of garbage, oil cans, plastic bottles, and miscellaneous trash throughout the contract period. All residues, including oils and fluids, generated may not be buried or burned, but must be removed from the sale area and disposed of properly.
3. Those merchantable trees removed or damaged as a result of approved road building operations will be utilized.
4. All road entrances must be cleaned up of all roots, stumps, and down trees at the time of construction.
5. **It will be the responsibility of the contractor to repair any road damage due to logging**.
6. Contractor is required to close roads at designated map locations by placing rocks, stumps and/or cull log barriers, approximately 2 feet apart for a distance of 25 feet completely blocking the road.
7. 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.
8. **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.

Seasonal Restrictions

1. No cutting can be done during the months of April, May, and June in selection harvests or pine thinnings due to bark being more easily damaged at these times, unless special permission is granted.
2. Any wood located within 400' of the Flambeau River shall be removed prior to April 1st of each contract year.
3. The State reserves the right to place additional seasonal restrictions on sales as necessary.

Hauling Restrictions

1. It is the responsibility of the Contractor, to obtain permission from the appropriate Township to deck wood along a town road.
2. All road bans and weight restrictions are the responsibility of the Contractor. State forest roads may be posted for longer periods of time than county and township roads.
3. 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.

General Conditions

1. All provisions in the contract shall be met before the contract expires. Performance under the contract must proceed in an efficient, workman-like manner, conducive to the orderly completion of the sale. Extensions will only be considered under unusual hardship of circumstances. Details of extension conditions, damage assessments, and other provisions are addressed in the contract which is on file at the Forest Headquarters.
2. Permanent survey monuments shall be left undisturbed. Forest personnel shall be notified if one is encountered during timber sale operations.
3. Extreme caution must be used in sale operations to prevent wildfire. There are requirements outlined in the contract for fire extinguishers and spark arrestors.
4. No skidding, landing, or piling of wood products will take place on the ATV/Snowmobile trail or the State Forest roads without special permission. The following are State Forest roads: Tower Hill, Bass Lake, Price Creek, Hines Grade, Bear Creek, Skinner Creek, and Hervas.
5. If a snowmobile trail is used for a timber sale operation, 3" of packed snow will be maintained on the snowmobile trail, weather permitting.

Utilization Specifications

Those sales without an increased utilization option will have the following standards:

Standard Utilization - Unless otherwise specified, standard specifications will be as follows:

Aspen pulpwood	4" top diameter
Hardwood pulpwood	4" top diameter
Softwood pulpwood	4" top diameter
Hardwood sawlogs	10" top diameter inside bark
Softwood sawlogs	8" top diameter, inside bark

Merchantable trees are those that have one or more 100 inch pulpwood sticks with a minimum top diameter of four inches.

Scaling Specification

1. All bid species of sawlogs will be scaled as such. Pulpwood products cut longer than 8' may be scaled by the board feet and converted to cords as follows: Softwood - 2.44 cds./MBF and Hardwood - 2.20 cds./MBF.
2. All logs will be scaled with the Scribner Decimal C log rule. All logs will be scaled as sawlogs 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". The maximum trim allowance is 5" unless contractor can demonstrate that market specifications dictate more trim (ties, veneer, etc.). Logs with excessive trim will be scaled at the next highest foot length.
3. Logs will be decked for scaling on pulpwood stringers with the small ends all one way (towards the road) and separated by log length. Decks will not exceed six feet in height and will be accessible for inspection from both sides of the deck. If separating for bolts, the bolts will be decked with the small ends all one way (towards the road).

4. When sap-peeled pulpwood is scaled, 12.5% will be added to hand peeled and stroke delimber/processor peeled volume, and 16% will be added to ring debarked volume. **Scale ticket must state if the load is a peeled product.**
5. The mill scale ticket system will be required for pulp. Contractor is required to deposit a scale ticket in the lock box placed on the sale. These tickets are provided by the State Forest and will be filled out in their entirety. The Contractor is also required to deliver a mill ticket to the mill purchasing the forest product. This mill ticket will be returned to the Flambeau River State Forest along with a copy of the mill's scale. The Contractor is responsible for having these mill tickets and scale slips returned to the Flambeau River State Forest in a timely manner. The mill scale slip that corresponds to the lock box ticket must be received at the Flambeau River State Forest Office within 14 days of hauling.
6. If wood is to be yarded at another location other than the sale area, permission must be granted by Forester.
7. Contractors that are required to prepay must at a minimum purchase 5 or more scale tickets at a time, but it is encouraged that a full booklet of 25 scale tickets be purchased.
8. A mill scale ticket must also be placed in the ticket box for loads of scaled logs.

Cordwood Weight Conversion Factors
If a cordwood weight conversion is not provided by the mill purchasing the forest product, the following weight conversion factors will be used in the conversion of weight scale to standard 4' x 4' x 100" cords. Seasoned wood is normally understood to be that which was cut and dried two or more months between April 1 and October 31 before weighing. All other wood should be considered green.

CORDWOOD WEIGHT CONVERSION FACTORS
POUNDS PER CORD

Species	Weight	Species	Weight
Hemlock	4800	Yellow Birch	5350
Tamarack	4650	Hard Maple	5100
Red Pine	4500	Elm	5000
Jack Pine	4250	Balsam Poplar	4900
Balsam	4250	White Birch	4800
White Pine	4200	Ash	4600
Spruce	4000	Soft Maple	4550
White Oak	5850	Aspen	4500
Red Oak	5500	Basswood	3850
Hickory	5400	**Mixed Hardwood**	**4800**

Worker's Compensation Law
The contractor (purchaser) shall provide the Department with a Certificate of Insurance indicating that Worker's Compensation Insurance coverage is provided for all of the contractor's (purchaser's) employees working under the contract during its duration. This shall be in the Department's file prior to any performance under the contract. Such certificates of insurance shall further include the condition that the insurer shall notify the Department at the Flambeau River State Forest Headquarters within five (5) days of any change in its terms or twenty (20) days prior to termination.

The Special Sale Conditions listed for each individual tract and the General Sale Conditions are additions to, or condensations, of a standard timber sale contract that the successful bidder must sign. A sample contract, additional information, maps for each sale, and bid forms may be obtained from the Forest Superintendent, Flambeau River State Forest, W1613, Co. Rd. W, Winter, Wisconsin 54896.

The Department of Natural Resources reserves the right to reject any or all bids.