

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5954**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 27, 2017. LOCATION: INDIAN RIVER FIELD OFFICE, 6984 WILSON RD, INDIAN RIVER, MI 49749.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, GAYLORD MANAGEMENT UNIT, for certain timber on the following described lands:

Buckwheat Aspen (52-113-16)

Cheboygan County, Advertised Price \$79,199.15, 190.6 Acres, Aspen, Hardwood.

Alfalfa Aspen (52-125-16)

Cheboygan County, Advertised Price \$133,763.15, 129.9 Acres, Aspen, Hardwood.

Darla Aspen (52-128-16)

Cheboygan County, Advertised Price \$77,100.80, 104.3 Acres, Aspen, Hardwood.

#### BID INSTRUCTIONS (VER. 09/02/2016):

#### 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, INDIAN RIVER OFFICE, 6984 WILSON RD, INDIAN RIVER, MI 49749, no later than 3:00 p.m. (local time) on June 27, 2017. For further information concerning this sale, contact Joyce Angel at 989-732-3541 extension 5440.

#### 2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

#### 3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

#### 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

#### 5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

#### 6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

#### 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

#### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

#### 9. Timber Sale Contract (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

#### 11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as 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.

#### 12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

#### 13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

#### Buckwheat Aspen (52-113-16)

Cheboygan County (Advertised Price \$79,199.15)

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	211.90	MBF	\$	52.00 / MBF
Red Pine	11.70	MBF	\$	154.00 / MBF
White Pine	5.70	MBF	\$	77.00 / MBF
Pulpwood				
B. T. Aspen	3,738.00	Cords	\$	14.25 / Cord
Balsam Fir	64.00	Cords	\$	21.90 / Cord
Jack Pine	11.00	Cords	\$	24.05 / Cord
Mixed Hardwood	453.00	Cords	\$	16.30 / Cord
Red Pine	39.00	Cords	\$	49.55 / Cord
White Pine	51.00	Cords	\$	33.15 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.26 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$3,960.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2020.

#### **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	20.7	MBF	26.4	\$7,401.75
	B. T. Aspen	Pulpwood	382.0	Cords		
	Mixed Hardwood		48.0	Cords		
	Red Maple		44.0	Cords		
	Sugar Maple		4.0	Cords		
	White Pine		3.0	Cords		
2	B. T. Aspen	Sawtimber	23.7	MBF	30.3	\$8,484.10
	B. T. Aspen	Pulpwood	439.0	Cords		
	Mixed Hardwood		55.0	Cords		
	Red Maple		51.0	Cords		
	Sugar Maple		4.0	Cords		
	White Pine		3.0	Cords		
3	B. T. Aspen	Sawtimber	4.7	MBF	27.8	\$8,864.15
	Red Pine		4.7	MBF		
	White Pine		1.4	MBF		
	B. T. Aspen	Pulpwood	391.0	Cords		
	Mixed Hardwood		67.0	Cords		
	Red Maple		67.0	Cords		
	Red Pine		16.0	Cords		
	White Pine		10.0	Cords		
4	B. T. Aspen	Sawtimber	7.0	MBF	42.1	\$13,291.80
	Red Pine		7.0	MBF		
	White Pine		2.1	MBF		
	B. T. Aspen	Pulpwood	591.0	Cords		
	Mixed Hardwood		102.0	Cords		
	Red Maple		102.0	Cords		
	Red Pine		23.0	Cords		
	White Pine		14.0	Cords		
5	B. T. Aspen	Sawtimber	74.6	MBF	31.8	\$18,951.45
	White Pine		0.9	MBF		
	B. T. Aspen	Pulpwood	862.0	Cords		
	Balsam Fir		33.0	Cords		
	Jack Pine		11.0	Cords		
	Mixed Hardwood		90.0	Cords		
	Paper Birch		5.0	Cords		
	Red Maple		85.0	Cords		
	White Pine		8.0	Cords		
6	B. T. Aspen	Sawtimber	81.2	MBF	32.2	\$22,205.90
	White Pine		1.3	MBF		
	B. T. Aspen	Pulpwood	1,073.0	Cords		
	Balsam Fir		31.0	Cords		
	Mixed Hardwood		91.0	Cords		
	Paper Birch		8.0	Cords		
	Red Maple		83.0	Cords		
	White Pine		13.0	Cords		
			000.0	MDE	-	
		TOTAL:	229.3	MBF		

#### Sale Specific Conditions & Requirements

Sale Name: Buckwheat Aspen Sale Number: 52-113-16 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The Sale Boundary and Payment Unit boundaries are marked and identified by blue, red, and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, 2, 3, 4, 5, and 6, cut all trees that are two (2) inches or more at DBH, except pine eighteen (18) inches or more at DBH and all oak.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1, 2, 3, 4, 5, and 6 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, not left in windrows, and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 42 - Maintenance

#### 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in

advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction (6/10)

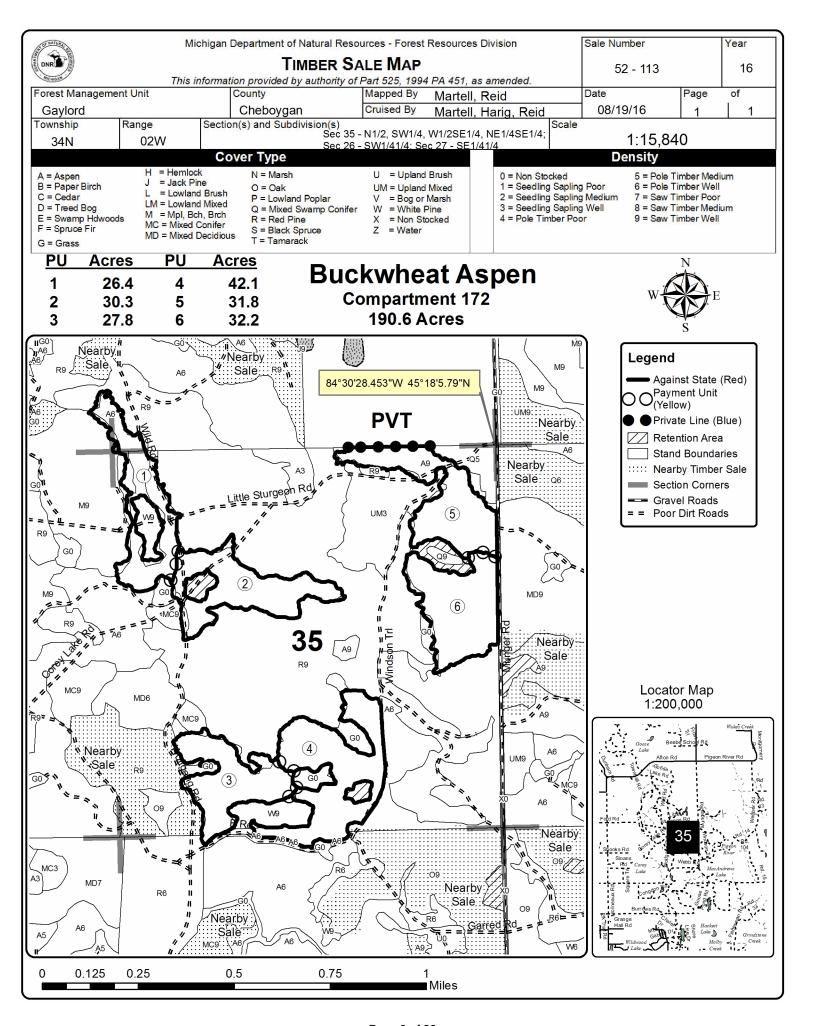
Within Payment Unit(s) 1, 2, 3, 4, 5, and 6, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

Section Name: Sale Specific Current as of 6/2/2017 11:50:11AM



#### TIMBER SALE INFORMATION

#### Alfalfa Aspen (52-125-16)

Cheboygan County (Advertised Price \$133,763.15)

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	PRODUCTS & SPECIES ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	32.50	MBF	\$	52.00 / MBF
Basswood	58.40	MBF	\$	66.00 / MBF
Beech	60.80	MBF	\$	37.00 / MBF
Red Maple	12.50	MBF	\$	149.00 / MBF
Sugar Maple	253.30	MBF	\$	267.00 / MBF
Pulpwood				
B. T. Aspen	1,131.00	Cords	\$	14.25 / Cord
Balsam Fir	37.00	Cords	\$	21.90 / Cord
Basswood	144.00	Cords	\$	6.00 / Cord
Beech	585.00	Cords	\$	16.30 / Cord
Mixed Hardwood	1,711.00	Cords	\$	16.30 / Cord
White Pine	38.00	Cords	\$	33.15 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.71 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$6,688.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2020.

### **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	16.7	MBF	44.6	\$63,074.90
	Basswood		31.2	MBF		
	Beech		32.5	MBF		
	Red Maple		5.5	MBF		
	Sugar Maple		135.5	MBF		
	B. T. Aspen	Pulpwood	214.0	Cords		
	Basswood		77.0	Cords		
	Beech		288.0	Cords		
	Mixed Hardwood		843.0	Cords		
	Red Maple		17.0	Cords		
	Sugar Maple		826.0	Cords		
2	B. T. Aspen	Sawtimber	14.6	MBF	38.8	\$54,875.25
	Basswood		27.2	MBF		
	Beech		28.3	MBF		
	Red Maple		4.8	MBF		
	Sugar Maple		117.8	MBF		
	B. T. Aspen	Pulpwood	187.0	Cords		
	Basswood		67.0	Cords		
	Beech		251.0	Cords		
	Mixed Hardwood		733.0	Cords		
	Red Maple		15.0	Cords		
	Sugar Maple		718.0	Cords		
3	B. T. Aspen	Pulpwood	561.0	Cords	35.9	\$12,083.95
	Balsam Fir		28.0	Cords		
	Beech		46.0	Cords		
	Mixed Hardwood		90.0	Cords		
	Red Maple		38.0	Cords		
	Sugar Maple		52.0	Cords		
	White Pine		38.0	Cords		
4	B. T. Aspen	Sawtimber	1.2	MBF	10.6	\$3,729.05
	Red Maple		2.2	MBF		
	B. T. Aspen	Pulpwood	169.0	Cords		
	Balsam Fir		9.0	Cords		
	Mixed Hardwood		45.0	Cords		
	Red Maple		45.0	Cords		
		TOTAL:	417.5	MBF		
		TOTAL:	3,646.0	Cords		

TOTAL: 3,646.0 Cords

#### Sale Specific Conditions & Requirements

Sale Name: Alfalfa Aspen Sale Number: 52-125-16 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, 2, 3 and 4, cut all trees that are two (2) inches or more at DBH except oak. In addition, within Payment Unit 3, do not cut green painted trees.

#### 2.2 - Utilization

#### 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit 1 and 2 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate future planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1, 2 and 3 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

#### 5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the gas pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of November 1 to April 31. This restriction is intended to help the regeneration of this stand.

#### 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 3 and 4, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

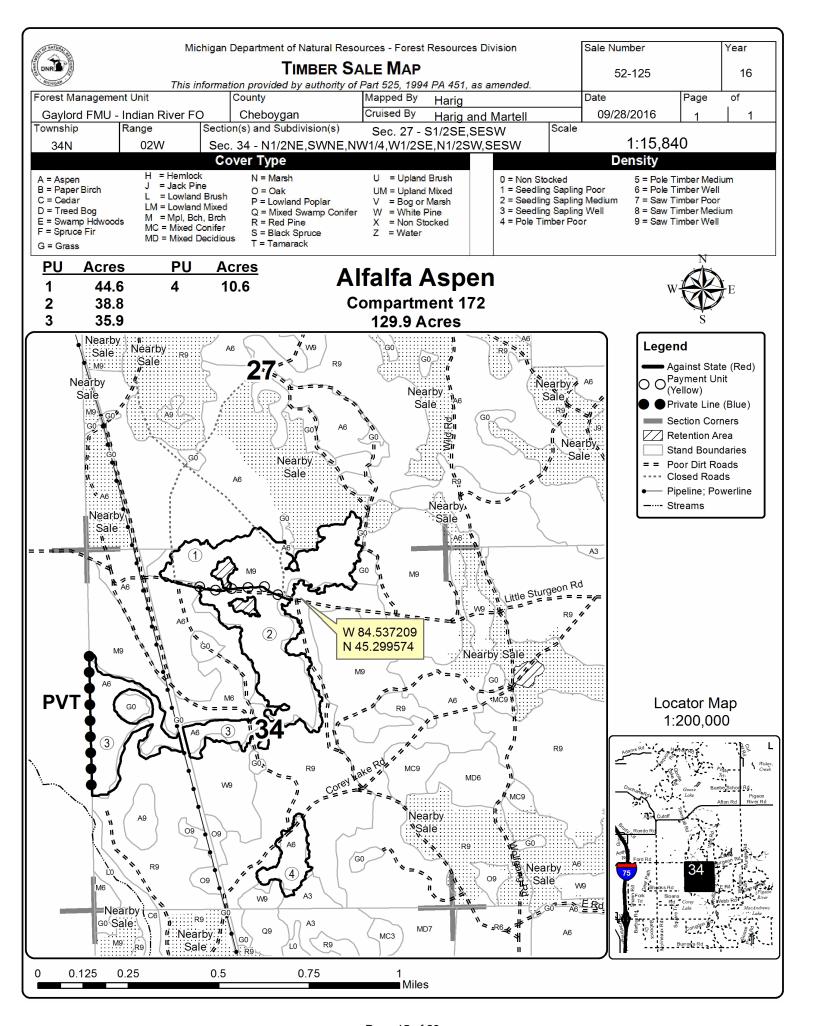
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

Section Name: Sale Specific Current as of 6/2/2017 11:26:19AM



#### TIMBER SALE INFORMATION

#### Darla Aspen (52-128-16)

Cheboygan County (Advertised Price \$77,100.80)

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Mixed Aspen	181.40	MBF	\$	52.00 / MBF
Red Maple	19.70	MBF	\$	149.00 / MBF
Red Oak	28.00	MBF	\$	181.00 / MBF
Red Pine	22.90	MBF	\$	154.00 / MBF
Sugar Maple	6.70	MBF	\$	267.00 / MBF
Pulpwood				
Balsam Fir	202.00	Cords	\$	21.90 / Cord
Basswood	107.00	Cords	\$	6.00 / Cord
Black Spruce	33.00	Cords	\$	36.15 / Cord
Jack Pine	28.00	Cords	\$	24.05 / Cord
Mixed Aspen	1,878.00	Cords	\$	14.25 / Cord
Mixed Hardwood	610.00	Cords	\$	16.30 / Cord
N. White Cedar	23.00	Cords	\$	19.00 / Cord
Red Oak	66.00	Cords	\$	19.15 / Cord
Red Pine	43.00	Cords	\$	49.55 / Cord
Tamarack	22.00	Cords	\$	34.85 / Cord
White Pine	155.00	Cords	\$	33.15 / Cord
White Spruce	27.00	Cords	\$	36.15 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.43 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$3,855.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2020.

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	69.6	MBF	33.2	\$32,250.65
	B. T. Aspen		37.6	MBF		
	Quaking Aspen		32.0	MBF		
	Red Maple		17.2	MBF		
	Red Oak		28.0	MBF		
	Red Pine		20.9	MBF		
	Balsam Fir	Pulpwood	13.0	Cords		
	Balsam Fir		13.0	Cords		
	Mixed Aspen		496.0	Cords		
	B. T. Aspen		336.0	Cords		
	Quaking Aspen		160.0	Cords		
	Mixed Hardwood		281.0	Cords		
	Beech		5.0	Cords		
	Paper Birch		11.0	Cords		
	Red Maple		256.0	Cords		
	Sugar Maple		9.0	Cords		
	Red Oak		66.0	Cords		
	Red Pine		35.0	Cords		
	White Pine		86.0	Cords		
	White Pine	Sawtimber	1.6	MBF		
	White Pine	Pulpwood	83.0	Cords		
2	Mixed Aspen	Sawtimber	106.0	MBF	44.0	\$30,933.90
	B. T. Aspen		83.9	MBF		
	Quaking Aspen		22.1	MBF		
	Sugar Maple		6.7	MBF		
	Balsam Fir	Pulpwood	117.0	Cords		
	Balsam Fir	Sawtimber	6.7	MBF		
	Balsam Fir	Pulpwood	104.0	Cords		
	Basswood	·	107.0	Cords		
	Mixed Aspen		1,018.0	Cords		
	B. T. Aspen		700.0	Cords		
	Quaking Aspen		318.0	Cords		
	Mixed Hardwood		299.0	Cords		
	Red Maple		174.0	Cords		
	Sugar Maple		125.0	Cords		
	White Pine		12.0	Cords		
	White Pine		12.0	Cords		
	White Spruce		18.0	Cords		
	White Spruce	Sawtimber	4.6	MBF		
	White Spruce	Pulpwood	9.0	Cords		
3	Mixed Aspen	Sawtimber	5.8	MBF	27.1	\$13,916.25
	Quaking Aspen		5.8	MBF		, ,
	Red Maple		2.5	MBF		
	Red Pine		2.0	MBF		
	Balsam Fir	Pulpwood	72.0	Cords		
	Balsam Fir	Sawtimber	5.5	MBF		
	Balsam Fir	Pulpwood	61.0	Cords		
	Black Spruce		33.0	Cords		
	Jack Pine		28.0	Cords		
	Mixed Aspen		364.0	Cords		
	B. T. Aspen		33.0	Cords		
	Quaking Aspen		331.0	Cords		
	Mixed Hardwood		30.0	Cords		
	Red Maple		30.0	Cords		
	-		23.0	Cords		
						ı
	N. White Cedar Red Pine		8.0	Cords		

### Description of Timber by Payment Unit (PU), con't

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
3 con't	Tamarack White Pine White Pine White Spruce White Spruce		22.0 57.0 57.0 9.0 9.0	Cords Cords Cords Cords Cords		
		TOTAL:	258.7 3,194.0	MBF Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Darla Aspen Sale Number: 52-128-16 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH except green painted trees. Within Payment Units 2 and 3, cut all trees that are two (2) inches or more a DBH except oak and hemlock. Do not cut red or white pine over 18" DBH in Payment Units 1, 2 and 3.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1, 2 and 3 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale, chipped or otherwise utilized.

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 1, 2 and 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 2 and 3, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because wet/heavy soils in parts of these units as well as access roads.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

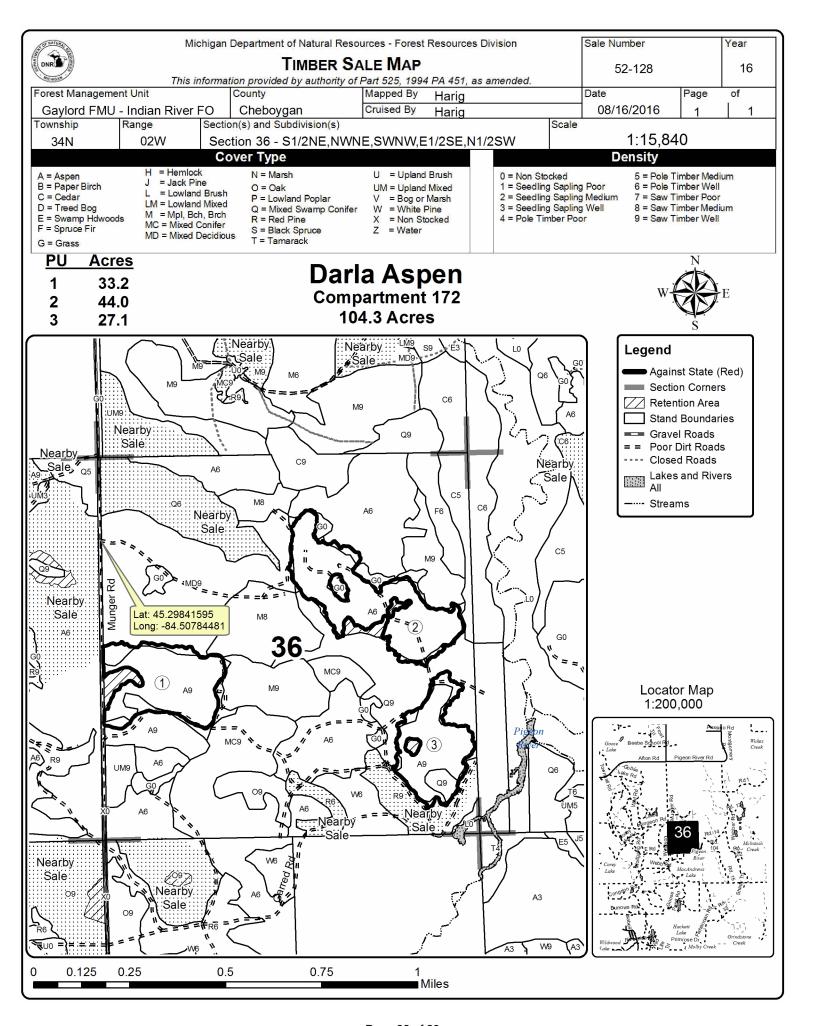
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

Section Name: Sale Specific Current as of 6/2/2017 11:47:21AM



EEDERAL ID:

#### **BID**

GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

#### Buckwheat Aspen (52-113-16) ; Cheboygan COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on June 27, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE
B. T. Aspen	211.90	MBF	\$	52.00/MBF	\$
Red Pine	11.70	MBF	\$	154.00/MBF	\$
White Pine	5.70	MBF	\$	77.00/MBF	\$
Pulpwood					
B. T. Aspen	3,738.00	Cords	\$	14.25/Cord	\$
Balsam Fir	64.00	Cords	\$	21.90/Cord	\$
Jack Pine	11.00	Cords	\$	24.05/Cord	\$
Mixed Hardwood	453.00	Cords	\$	16.30/Cord	\$
Red Pine	39.00	Cords	\$	49.55/Cord	\$
White Pine	51.00	Cords	\$	33.15/Cord	\$
VVIIIC I IIIC	31.00	Ooras	φ	55. 15/Colu	Ψ

\*The volumes are statistically estimated within plus (+) or minus (-) 17.26 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	I LDLIVAL ID	0 0000000000000000000000000000000000	MITT NOWIDER	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	1 YOUR PROSPECTUS IN T	THE ABOVE BOX.
Individual	or company representative's signatu	re:		Date:
Phone nu	ımber :	Email (	optional):	

OF SOCIAL SECURITY NUMBER:

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



Title

#### Michigan Department of Natural Resources Forest Resources Division

## TIMBER SALE **VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

As required by Act 317 P.A. 1969 (Morker's Compensation) and

	Part 5 of Act 451 of 1994, as ame		iu .			
VE	RIFICATION OF WORKER'S DISABILITY C	OMPENSAT	ION ACT COMP	PLIANCE		
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> chec	ck <u>one</u> of the	boxes below):			
	A. ☐ Sole Proprietorship (individual)					
	B.   Partnership					
	C. Corporation					
2.	You <b>must</b> check <u>one</u> of the boxes below:					
	A.  I certify my business is a sole proprietorshi Worker's Compensation Laws.	p and it has no	employees but th	e sole proprietor. I am not subject to the		
	B.  I certify my business has satisfied its o bligation (BWC-337, Rev. 5/96). I will proquestions or a copy of the BWC-337, please	vide a copy of	the Notice of Excl	usion within 21 days of the contract award. (For		
	C.  I certify my business has a Worker's Compone (21) days of the contract award.	ensation Polic	y. I will provide ar	original Certificate of Insurance within twenty-		
3.	. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").					
	Full-time Employ	(PPS		Part-time Employees		
	r un une Employ	CC3		r art ame Employees		
Nam	ne of Business		Federal ID (or) So	ocial Security No.		
Address			Telephone			
			( )			
City	State	е	ZIP			
	ereby certify that the above information is true actors affecting my coverage during any of my			the Michigan DNR of any changes that occur		
11 10	actors affecting my coverage during any or my	present and	ruture operation	13.		
_						
S	Signature of Owner or Authorized Representative					

Please complete the "SEALED BID" information on the next page

Date

#### BID

GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

#### Alfalfa Aspen (52-125-16) ; Cheboygan COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on June 27, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRI	<u>CE</u>
Sawtimber						
B. T. Aspen	32.50	MBF	\$	52.00/MBF	\$	
Basswood	58.40	MBF	\$	66.00/MBF	\$	
Beech	60.80	MBF	\$	37.00/MBF	\$	
Red Maple	12.50	MBF	\$	149.00/MBF	\$	
Sugar Maple	253.30	MBF	\$	267.00/MBF	\$	
Pulpwood						
B. T. Aspen	1,131.00	Cords	\$	14.25/Cord	\$	
Balsam Fir	37.00	Cords	\$	21.90/Cord	\$	
Basswood	144.00	Cords	\$	6.00/Cord	\$	
Beech	585.00	Cords	\$	16.30/Cord	\$	
Mixed Hardwood	1,711.00	Cords	\$	16.30/Cord	\$	
White Pine	38.00	Cords	\$	33.15/Cord	\$	

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 15.71 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL	SECURITY NUMBER	8:		
	Company or individua	l bidding:		<u></u>		
Company representative's name:						
Address:						
	City:	State:	Zip:			
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual or company representative's signature: Date:						
Phone nu	Phone number : Email (optional):					

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



#### Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY			
Sale Number (XX – XXX – XX – XX)			
Forest Management Unit:			
Forest Management Unit:			

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.

•	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
PΙε	Please Check Appropriate Categories:				
1.	<ol> <li>My business is organized as (you must check one of the boxes b</li> <li>A.  Sole Proprietorship (individual)</li> <li>B.  Partnership</li> <li>Corporation</li> </ol>	elow):			
2.	2. You <b>must</b> check <u>one</u> of the boxes below:				
	A.   I certify my business is a sole proprietorship and it has no employe Worker's Compensation Laws.	es but the sole proprietor. I am not subject to the			
	B.  I certify my business has satisfied its o bligation to the Worker's Co Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notic questions or a copy of the BWC-337, please call the Worker's Cor	e of Exclusion within 21 days of the contract award. (For			
	C.   I certify my business has a Worker's Compensation Policy. I will prone (21) days of the contract award.	ovide an original Certificate of Insurance within twenty-			
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time Employees	Part-time Employees			
lan	lame of Business Federal	ID (or) Social Security No.			
Add	Address Telepho (	ne )			
City	City State ZIP				
n fa	hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future of Signature of Owner or Authorized Representative				
_	Title	Date			

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)

#### BID

GAYLORD MANAGEMENT UNIT INDIAN RIVER OFFICE

# <u>Darla Aspen (52-128-16)</u>; Cheboygan COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on June 27, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VC	<u>DLUME*</u> <u>A</u>	DVERTISED PRICE	BID PRICE
Mixed Aspen	181.40 M	BF \$	52.00/MBF	\$
Red Maple	19.70 M	BF \$	149.00/MBF	\$
Red Oak	28.00 M	BF \$	181.00/MBF	\$
Red Pine	22.90 M	BF \$	154.00/MBF	\$
Sugar Maple	6.70 M	BF \$	267.00/MBF	\$
Pulpwood				
Balsam Fir	202.00 C	ords \$	21.90/Cord	\$
Basswood	107.00 C	ords \$	6.00/Cord	\$
Black Spruce	33.00 C	ords \$	36.15/Cord	\$
Jack Pine	28.00 C	ords \$	24.05/Cord	\$
Mixed Aspen	1,878.00 C	ords \$	14.25/Cord	\$
Mixed Hardwood	610.00 C	ords \$	16.30/Cord	\$
N. White Cedar	23.00 C	ords \$	19.00/Cord	\$
Red Oak	66.00 C	ords \$	19.15/Cord	\$
Red Pine	43.00 C	ords \$	49.55/Cord	\$
Tamarack	22.00 C	ords \$	34.85/Cord	\$
White Pine	155.00 Co	ords \$	33.15/Cord	\$
White Spruce	27.00 C	ords \$	36.15/Cord	\$
1				

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 15.43 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL SECU	IRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual or company representative's signature: Date:					
hone nu	one number : Email (optional):				

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



## Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY			
Sale Number (XX – XXX – XX – XX)			
Forest Management Unit:			

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.

•	All Information must be typed or printed except for written signatures.					
Please Check Appropriate Categories:						
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>					
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate than yourself, including family members and active partners Full-time Employees	the number of <b>both</b> full-time and part-time employees, other is (if none, you must enter "0").  Part-time Employees				
Nam	me of Business	Federal ID (or) Social Security No.				
Address		Telephone ( )				
City	y State 2	ZIP				
in fa _	hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative					
Ī	Title	Date				

Please complete the "SEALED BID" information on the next page

PR 4031-5 (Rev. 10/30/2012)