

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7274</u>

# <u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on September 12, 2023. <u>LOCATION:</u> SE REGION-WILD, 3580 STATE PARK DRIVE, BAY CITY, MI 48706.

<u>PROSPECTUS NOTE</u>: 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 Game Area Manager, CASS CITY FIELD OFFICE, for certain timber on the following described lands:

<u>Vassar Blowdown</u> (55-142-23) / T11N, R08E, SEC. 4, NENE. Tuscola County, Advertised Price \$4,833.00, 13.5 Acres, .

SALE NOTE: The Sale Area has been heavily damaged by a wind event in July of 2022. Many trees are snapped or uprooted.

The sale is being sold by the acre and contains red pine log and pole sized trees, along with mixed hardwood logs and poles.

Access may be through other public land.

# BID INSTRUCTIONS (VER. 10/10/2022):

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

Bids must be received by the Unit Manager, BAY CITY OFFICE, 3580 State Park Drive, Bay City, MI 48706, no later than 10:00 a.m. (local time) on September 12, 2023. For further information concerning this sale, contact Don Bonnette at 989-385-5616.

# 2. Bidder's Qualifications (10/22)

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. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. 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. Worker's Compensation (10/22)

Purchaser shall obtain worker's 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. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

# 10. Timber Sale Contract (10/22)

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 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. 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.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 \* 100).

# 11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

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.

# 12. Certification and Chain-of-Custody (10/22)

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.

# 13. Good Neighbor Authority (GNA) Requirements (10/22)

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).

14. Good Neighbor Authority (GNA) Requirements, con't (10/22)

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.

SHANNON LOTT, Acting Director

# TIMBER SALE INFORMATION

#### <u>Vassar Blowdown (55-142-23)</u> T11N, R08E, SEC. 4. Tuscola County (Advertised Price \$4,833.00)

SALE NOTE: The Sale Area has been heavily damaged by a wind event in July of 2022. Many trees are snapped or uprooted.

The sale is being sold by the acre and contains red pine log and pole sized trees, along with mixed hardwood logs and poles.

Access may be through other public land.

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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Pulpwood			
Red Pine	13.5 Acres	\$	358.00 / Acre

\* 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 \$242.00 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 remainder is due before cutting begins.

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- (c) Payment for each of the following units must be made before cutting begins in that unit:
  - PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2025.

#### SALE STATISTICS

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM MAXIMUM	
0	0	N/A	0	0
13.50 acres are being sold by the acre and do not have cubic foot or cord volumes.				

#### **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS	
VDU	VDU TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM MAXIMUM		
1 *	1 *		N/A			
TOTAL:	N/A	N/A		N/A	N/A	

\* This VDU is being sold by the acre. There are no cruise statistics available.

#### VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
1	13.5	1	13.5
TOTAL:	13.5		13.5

### DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

[	PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
	1	Red Pine	Pulpwood	13.5	Acres	13.5	\$4,833.00
			TOTAL:	13.5	Acres		

### Sale Name: Vassar Blowdown

Sale Number: 55-142-23 Seq#: 2

### 1 - Sale Area

# 1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundaries are marked and identified by 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 do not cut undamaged oak (no clear signs of storm damage such as a snapped top, major limbs missing from the crown, etc.). The majority of the Sale Area has been damaged by a windstorm in July of 2022. Trees within the Sale Area have either been blown over or have damage to the crown or main stem.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees except those trees that have been blown over. For blown over trees, cut the tree as close to the root ball as is practical.

2.2.4 - Skidding length (2/14)Skidding of unlimbed tops is not permissible.

### 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.

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

Access to the landing must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing earthen berms combined with logging debris. These roads must be rendered impassable to cars and trucks. Contact the Sale Administrator for specific details of design and placement.

4.1.12 - No new roads (1/12)

No new roads will be permitted within the Sale Area. Skid trails only will be allowed.

# 5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing locations and access to the sale. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

## 5.2.1 - Slash

## 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height. Windrows resulting from processing trees shall be broken up and scattered throughout the sale area.

## 5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with windrows or a compacted layer of slash; tops from these sites shall be broken up and scattered throughout the sale area.

## 5.2.3 - Operating Restrictions

## 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, cutting, skidding, and hauling are not permitted during the period of March 1 - July 15. This restriction is necessary to limit the spread of oak wilt, avoid disturbing breeding and nesting wildlife, and to protect seasonally wet soils within the Sale Area.

## 5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1, the operating of feller bunchers before 7 AM or after 9 PM is not permitted. This restriction is due to the close proximity of residences to the Sale Area.

## 5.2.3.12 - Hunting operating restriction (1/18)

No Payment Unit may be started during the period of September 29 - October 10 or November 1 - 30 without permission of the Unit Manager or his/her representative.

## 5.2.31 - Landing locations (9/13)

Recommended landing areas are marked on the Timber Sale Map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer and should not be any larger than necessary. Any dozer work or landings larger than the above must be approved by the sale administrator.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge. Decking and landing areas shall be left free of ruts and piles of earth and stumps. Skid trails within the sale area shall be left free of deep ruts. This may require dozer work, as determined by the sale administrator.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed in any designated parking area. Addionally, no equipment storage is allowed in any designated parking area.

5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

### 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 within the sale area or 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.

#### 7 - Other Conditions

# 7.5 - Loss

# 7.5.1 - Deteriorating timber (7/09)

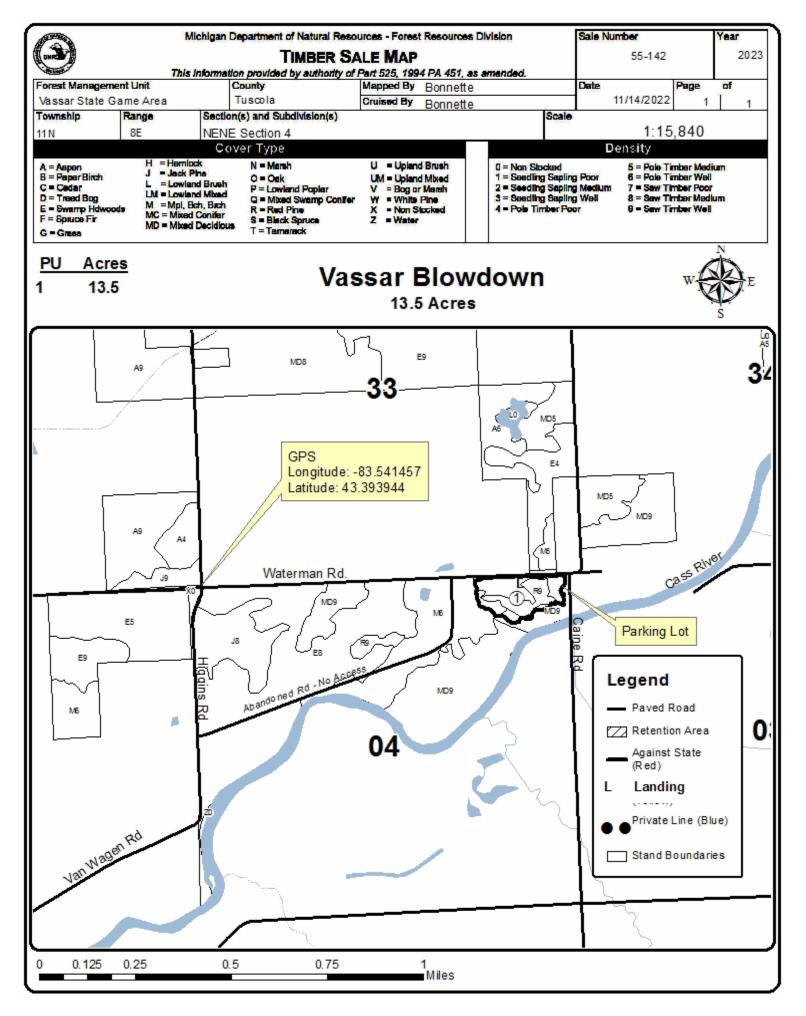
The sale area has received damage from a wind event in July of 2022. Most of the trees within the sale area have been blown over completely, snapped, or have severe damage to the crown. The Purchaser should harvest the wood as soon as

possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

### 7.10 - Certified Timber

## 7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed as a State Game Area.



TIMBEF	R SALE / SEALED BID	BID	FORM		CASS CITY FIELD OFFI	
STATE	OF MICHIGAN / DNR		. ,		BAY CITY OFFI	CE
			•	<u>55-142-23)</u> scola COUNTY		
offer) for		to be cut. Bids for individual s	•		by submitting my sealed bid (firm dvertised price. All	
PRODUC Pulpwood	CTS & SPECIES	ESTIMATED VOLUME*	<u>A[</u>	VERTISED PRICE	BID PRICE/UNIT	
Red		13.5 Acres	\$	358.00/Acres	\$	
	stimated volumes are final a estimates of quantity and q		Prospectiv	e bidders are urged to	examine this timber and to make	
rejected.	I also understand that consi	be rejected. All bids must be s deration and awarding a contra ind staffing subject to my contro	ct will be l		id or the bid form may be rformance and ability to complete	
	FEDERAL ID:	or SOCIAL SE		IUMBER:		
	Company or individual bide	ding:				
	Company representative's	name:				
	Address:					
	City:	State:	Zip:			
IF AVAILA	ABLE, PLEASE PLACE THE	PERSONALIZED LABEL FRO	M YOUR	PROSPECTUS IN THI	E ABOVE BOX.	
Individua	l or company representative	's signature:			Date:	
Phone nu	imber :	Ema	il (optiona	):		

NOF NATURAL PESSOL	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY		
A DNR A	TIMBER SAL	E		Sale Number (XX – XXX – XX – XX)		
TCHIGH	VERIFICATION OF WORKE	" R'S DISABILIT	v			
	COMPENSATION ACT C		•	Forest Management Unit:		
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	er's Compensation) an	d			
VERIFIC	ATION OF WORKER'S DISABILIT		ON ACT COI	MPLIANCE		
	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 In	formation must be typed or printed	except for written s	ignatures.			
Please C	heck Appropriate Categories:					
1. Myb	usiness is organized as (you <b>must</b>	check one of the	boxes below)	:		
A. 🗆	Sole Proprietorship (individual)					
В. 🗆	Partnership					
C. 🗆	Corporation					
2. You	must check <u>one</u> of the boxes below	v:				
A. 🗆	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	t the sole proprietor. I am not subject to the		
В. 🗌		ill provide a copy of t	he Notice of E	sation Act through the use of an approved Notice of xclusion within 21 days of the contract award. (For ation Bureau at 517-322-1195).		
C. 🗆	l certify my business has a Worker's C one (21) days of the contract award.	Compensation Policy	. I will provide	an original Certificate of Insurance within twenty-		
	u have checked item 2(A) or 2(B), yourself, including family members			r of <b>both</b> full-time and part-time employees, other ou must enter "0").		
	Full-time Er	nployees		Part-time Employees		
Name of Dec						
Name of Bu	Siriess		rederar ID (or)	Social Security No.		
Address			Telephone			
			( )			
City		State	ZIP			
l hereby c	pertify that the above information is	true and correct	Lagree to po	tify the Michigan DNR of any changes that occur		
	affecting my coverage during any o					
Signatur	e of Owner or Authorized Representative					
Olgriatur	e of owner of Autionzed Representative					
Title			Da	ite		

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

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