

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7291</u>

# <u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on August 29, 2023. <u>LOCATION:</u> ROSCOMMON MGMT UNIT, PO BOX 218, ROSCOMMON, MI 48653.

<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 Unit Manager, ROSCOMMON MANAGEMENT UNIT, for certain timber on the following described lands:

Indian Summer Aspen (71-003-23) / T24N, R02E, SEC. 32, SENE, NWSE, SESE. Ogemaw County, Advertised Price \$137,226.85, 124.4 Acres, Aspen, Hardwood.

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

Shooting Range (71-006-23) / T22N, R01W, SEC. 14, SE. Roscommon County, Advertised Price \$35,325.95, 56.3 Acres, Hardwood, Red Oak.

SALE NOTE: This sale has a short contract length. All cutting, processing, chipping, and hauling of forest products and clean up work must be completed by December 31, 2023. No extensions will be granted.

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

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

Bids must be received by the Unit Manager, ROSCOMMON OFFICE, PO BOX 218, ROSCOMMON, MI 48653, no later than 9:00 a.m. (local time) on August 29, 2023. For further information concerning this sale, contact Jason Lewicki at 989-275-4622 extension 2741.

# 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

#### Indian Summer Aspen (71-003-23) T24N, R02E, SEC. 32. Ogemaw County (Advertised Price \$137,226.85)

SALE NOTE: A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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*		ADVERTISED PRI	
Sawtimber				
B. T. Aspen	141.2	MBF	\$	108.00 / MBF
Black/Red (Hybrid) Oak	126.9	MBF	\$	143.00 / MBF
Jack Pine	13.6	MBF	\$	43.00 / MBF
Quaking Aspen	37.6	MBF	\$	108.00 / MBF
White Oak	21.6	MBF	\$	96.00 / MBF
Pulpwood				
Jack Pine	59	Cords	\$	14.00 / Cord
Mixed Aspen	1,817	Cords	\$	42.50 / Cord
Mixed Hardwood	243	Cords	\$	25.25 / Cord
Mixed Oak	503	Cords	\$	25.70 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 16.92 percent. There are an estimated 3,287 cords on this timber sale, plus or minus 556 cords at the 95% confidence level. 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 \$6,861.00 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.

(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
01	20.7%
02	25.0%
03	18.0%
04	36.3%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 09/30/2025.

#### 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		VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
259,648	3,287	16.92%	2,730	3,843		

#### **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 I	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
11	7,133	90	56.56%	39	141
12	143,584	1,818	18.48%	1,482	2,153
13	98,185	1,243	19.66%	998	1,487
14	10,746	136	36.49%	86	186
TOTAL:	259,648	3,287		2,606	3,968

#### 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
11	7.7	4	7.7
12	39.5	1	12.1
		2	8.7
		4	18.7
13	71.9	1	6.5
		2	24.8
		3	29.2
		4	11.4
14	5.3	3	5.3
TOTAL:	124.4		124.4

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	38.5	MBF	18.6	\$28,459.20
	Black/Red (Hybrid		15.3	MBF		
	Quaking Aspen		2.2	MBF		
	White Oak		5.5	MBF		
	Jack Pine	Pulpwood	2	Cords		
	Mixed Aspen		429	Cords		
	B. T. Aspen		382	Cords		
	Quaking Aspen		47	Cords		
	Mixed Hardwood		50	Cords		
			5	Cords		
	Black Cherry		-			
	Red Maple		45	Cords		
	Mixed Oak		71	Cords		
	/Red (Hybrid) Oak		56	Cords		
	White Oak		15	Cords		
2	B. T. Aspen	Sawtimber	33.8	MBF	33.5	\$34,284.25
	Black/Red (Hybrid		29.8	MBF		
	Quaking Aspen		8.2	MBF		
	White Oak		5.4	MBF		
	Jack Pine	Pulpwood	8	Cords		
	Mixed Aspen		464	Cords		
	B. T. Aspen		308	Cords		
	Quaking Aspen		156	Cords		
	Mixed Hardwood		65	Cords		
	Black Cherry		19	Cords		
	-		46	Cords		
	<i>Red Maple</i> Mixed Oak		-			
			136	Cords		
	/Red (Hybrid) Oak		116	Cords		
	White Oak		20	Cords		** / ** / **
3	B. T. Aspen	Sawtimber	8.9	MBF	34.5	\$24,674.75
	Black/Red (Hybrid		46.3	MBF		
	Jack Pine		13.6	MBF		
	Quaking Aspen		9.7	MBF		
	White Oak		2.2	MBF		
	Jack Pine	Pulpwood	46	Cords		
	Mixed Aspen		228	Cords		
	B. T. Aspen		49	Cords		
	Quaking Aspen		179	Cords		
	Mixed Hardwood		43	Cords		
	Black Cherry		22	Cords		
	Red Maple		21	Cords		
	Mixed Oak		149	Cords		
	/Red (Hybrid) Oak		132	Cords		
	White Oak		17	Cords		
4	B. T. Aspen	Sawtimber	60.0	MBF	37.8	\$49,808.65
	Black/Red (Hybrid		35.5	MBF	07.0	φ 10,000.00
	Quaking Aspen		17.5	MBF		
				MBF		
	White Oak	Dulmus!	8.5			
	Jack Pine	Pulpwood	3	Cords		
	Mixed Aspen		696	Cords		
	B. T. Aspen		593	Cords		
	Quaking Aspen		103	Cords		
	Mixed Hardwood		85	Cords		
	Black Cherry		11	Cords		
	Red Maple		74	Cords		
	Mixed Oak		147	Cords		
		1	121	Cords		

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	White Oak	Pulpwood	26	Cords		
		TOTAL:	340.9	MBF		
		TOTAL:	2,622	Cords		

# Sale Name: Indian Summer Aspen

Sale Number: 71-003-23 Seq#: 1

### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

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. Retention patches are marked with red paint; no harvesting activities may occur within these areas. 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) 1-4, cut all trees that are two (2) inches or more at DBH, except trees marked with green paint.

### 2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

### 3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 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 Amendment.

- 3.4 Damaged Timber
  - 3.4.1 Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, should chipping occur in any Payment Unit, it must be done before sprouting of new regeneration. If more than 33% of the newly sprouted tree seedlings within a specified portion of the Sale Area are damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the Sale Area that was damaged.

# 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.

### 4.2 - Maintenance

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

# 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 (10/16)

A pre-sale conference 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 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 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. If any Payment Units are not chipped, tops and slash must be evenly distributed across the Payment Unit and may not be left in windrows or thick mats.

# 5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, all jack pine tops within the Sale Area cannot be chipped and must be scattered. Additionally, if not chipped, all other slash shall be left evenly distributed. Bunched tops within the cutting area shall be broken up, scattered and not left in windrows where processed. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered evenly.

# 5.2.3 - Operating Restrictions

# 5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Units 1-4, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

# 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. Should damages occur to the new regeneration, the damages will be assessed per Specification 3.4.1 - Damaged Timber. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location, preferably the landing. A third-party entity may be brought in to chip the tops/slash, before new sprouting occurs, should the contract holder fail to present in a timely manner arrangements approved by the Unit Manager for protecting the new regeneration. The Unit Manager or his/her representative may also cease such operations if sprouting occurs before the operation is complete and the Payment Unit(s) will be counted as incomplete with liquidated damages assessed accordingly.

# 5.2.4 - Dead and Down Creation

5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two trees, nine (9) inches or larger in diameter on the ground for every four acres. They should be scattered throughout the sale. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of five feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree.

#### 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.

#### 5.2.39 - ORV trail/route protection (4/18)

There is an ATV trail that goes through the timber sale and is shown on the Timber Sale Map. Trees with trail markers shall be cut off above the markers and at least 5 feet above ground. Do not run equipment down the trail. The trail must be kept free of debris at all times. Skidding across the trail may only occur in locations approved by the Sale Administrator.

#### 5.2.41 - Snowmobile trail protection (9/11)

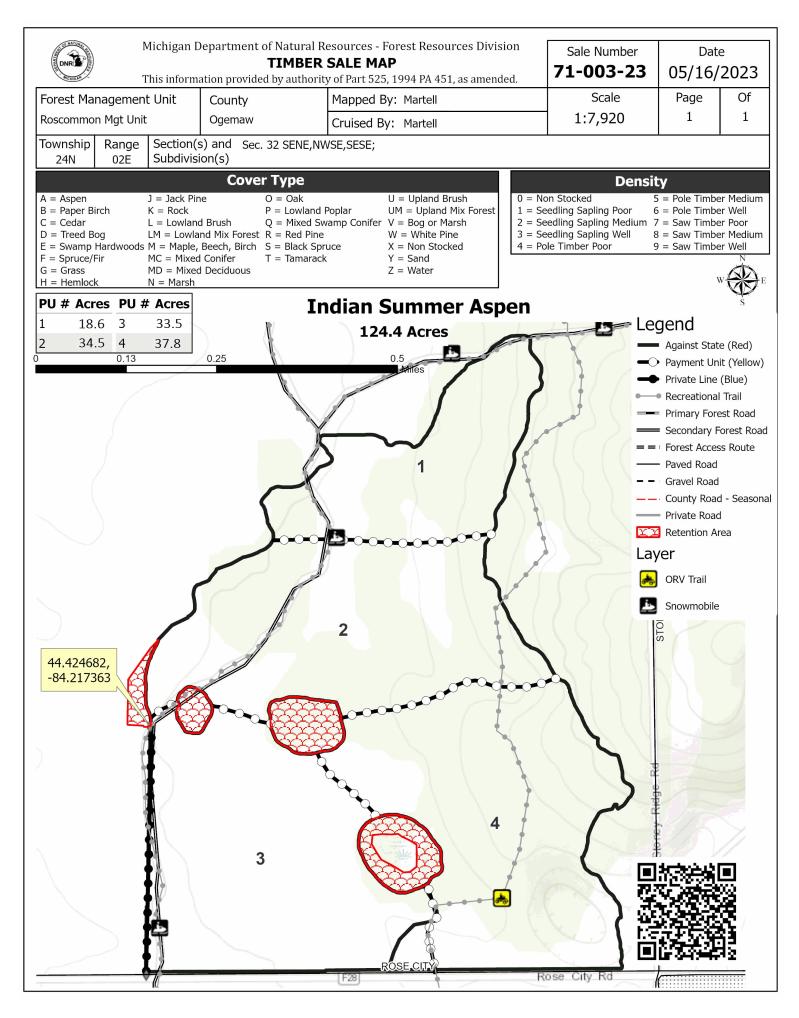
There is a snowmobile trail that goes through the Sale Area that is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline.

#### 6 - Safety and Fire Prevention

6.2 - Signing

#### 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Rose City Road, the snowmobile trail, and the ATV trail prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



# TIMBER SALE INFORMATION

#### Shooting Range (71-006-23) T22N, R01W, SEC. 14. Roscommon County (Advertised Price \$35,325.95)

SALE NOTE: This sale has a short contract length. All cutting, processing, chipping, and hauling of forest products and clean up work must be completed by December 31, 2023. No extensions will be granted.

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	ESTIMATE	D UNITS*	ADVE	RTISED PRICE
Sawtimber				
B. T. Aspen	19.9	MBF	\$	72.00 / MBF
Black/Red (Hybrid) Oak	31.9	MBF	\$	96.00 / MBF
Red Maple	11.4	MBF	\$	68.00 / MBF
Red Oak	124.0	MBF	\$	101.00 / MBF
Red Pine	12.7	MBF	\$	114.00 / MBF
White Oak	7.8	MBF	\$	64.00 / MBF
White Pine	41.8	MBF	\$	65.00 / MBF
Pulpwood				
B. T. Aspen	62	Cords	\$	28.35 / Cord
Jack Pine	13	Cords	\$	9.30 / Cord
Mixed Oak	426	Cords	\$	17.15 / Cord
Red Maple	101	Cords	\$	16.85 / Cord
Red Pine	24	Cords	\$	40.45 / Cord
White Pine	48	Cords	\$	21.05 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 16.77 percent. There are an estimated 1,208 cords on this timber sale, plus or minus 203 cords at the 95% confidence level. 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 \$1,766.00 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.
- (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 01

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 12/31/2023.

#### 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 RANGE		ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
95,417	1,208	16.77%	1,005	1,410

#### **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	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
165	13,278	168	50.21%	84	252
166	8,097	102	68.24%	33	172
167	31,524	399	18.73%	324	474
170	15,322	194	49.35%	98	290
172	27,195	344	37.61%	215	474
TOTAL:	95,417	1,208		754	1,662

#### 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
165	13.4	1	13.4
166	7.5	1	7.5
167	15.2	1	15.2
170	5.2	1	5.2
172	15.0	1	15.0
TOTAL:	56.3		56.3

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	19.9	MBF	56.3	\$35,325.95
	Black/Red (Hybrid		31.9	MBF		
	Red Maple		11.4	MBF		
	Red Oak		124.0	MBF		
	Red Pine		12.7	MBF		
	White Oak		7.8	MBF		
	White Pine		41.8	MBF		
	B. T. Aspen	Pulpwood	62	Cords		
	Jack Pine		13	Cords		
	Mixed Oak		426	Cords		
	/Red (Hybrid) Oak		191	Cords		
	Red Oak		201	Cords		
	White Oak		34	Cords		
	Red Maple		101	Cords		
	Red Pine		24	Cords		
	White Pine		48	Cords		
		TOTAL:	249.5	MBF		
		TOTAL:	674	Cords		

#### Sale Specific Conditions & Requirements

#### Sale Name: Shooting Range

Sale Number: 71-006-23 Seq#: 1

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue 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 one (1) inch or more at DBH.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

This area must be chip harvested - The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash.

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

2.2.8 - Utilization and removal (5/14)

All products must be removed from the sale area by the contract expiration date. No wood may be left decked on site and no exceptions will be granted. This is because the sale has a short contract length and follow up activities are already planned.

#### 3 - Payments

3.3 - Pre-measured Sales

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3.3.4 - Dividing payment units (7/14)
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Payment Unit(s) 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 Amendment.

# 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 and road locations. The Unit Manager or his/her representative must be contacted 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 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.

### 6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on M-55 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed

when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

#### 7.2 - Extensions

7.2.2 - No extensions (3/09) There will be no extensions granted on this contract.

#### 8 - Performance and Settlement

8.3 - Uncompleted or Terminated Contracts

8.3.1 - Completion of contract, chipping (1/16)

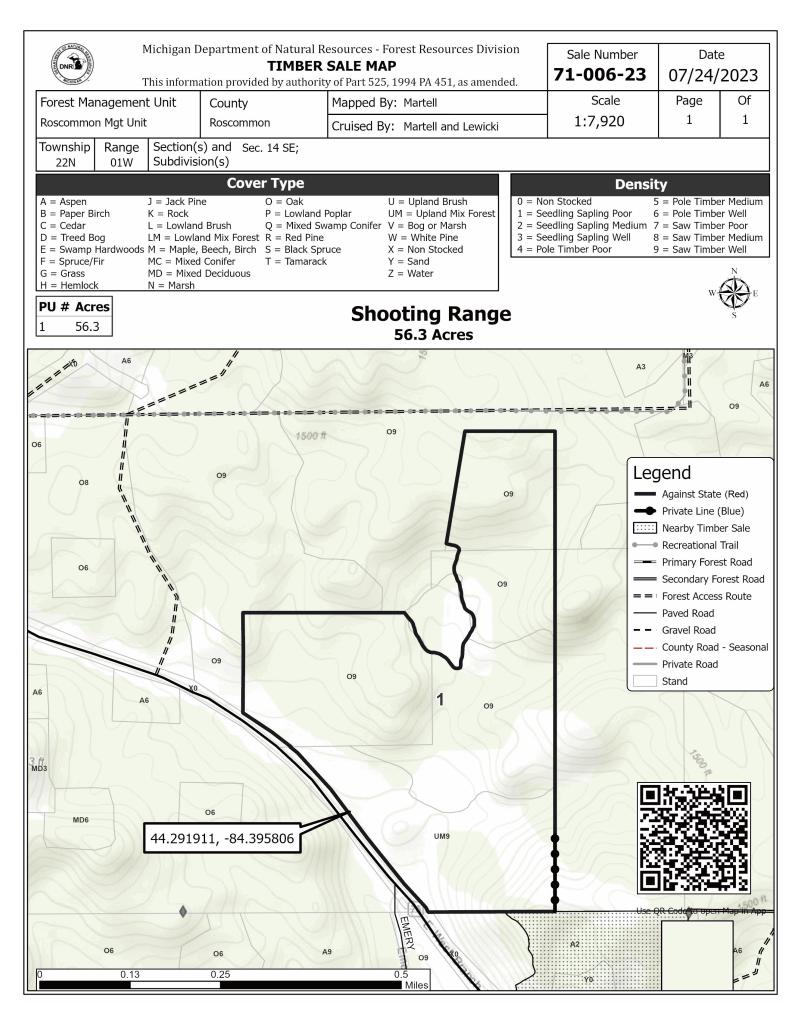
In addition to cutting, all chipping must be completed by the contract expiration date. If chipping has not been completed, an extension fee or damages may be charged per General Condition & Requirement 7.2 and 8.3.

#### 99 - Unique

#### SKIP

99.2 - Unique Sale Condition (5/19)

This sale has a short contract length and must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.



#### TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

### Indian Summer Aspen (71-003-23) T24N, R02E, SEC. 32; Ogemaw COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on August 29, 2023, 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>AC</u>	VERTISED PRICE	BID PF	RICE/UNIT
B. T. Aspen	141.2	MBF	\$	108.00/MBF	\$	
Black/Red (Hybrid) Oak	126.9	MBF	\$	143.00/MBF	\$	
Jack Pine	13.6	MBF	\$	43.00/MBF	\$	
Quaking Aspen	37.6	MBF	\$	108.00/MBF	\$	
White Oak	21.6	MBF	\$	96.00/MBF	\$	
Pulpwood						
Jack Pine	59	Cords	\$	14.00/Cord	\$	
Mixed Aspen	1,817	Cords	\$	42.50/Cord	\$	
Mixed Hardwood	243	Cords	\$	25.25/Cord	\$	
Mixed Oak	503	Cords	\$	25.70/Cord	\$	
1						

\*The volumes are statistically estimated within plus (+) or minus (-) 16.92 percent at 95% confidence level. 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:	_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone number :

Email (optional):\_\_\_\_

\_\_ Date:\_\_\_\_

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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)			
add Michigan - 67	TIMBER SAL	E					
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:			
			•	Forest Management Onit.			
		-	- d				
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.					
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE						
sale	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.						
	<ul> <li>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.</li> </ul>						
• All	Information must be typed or printed	except for written s	signatures.				
Please	Check Appropriate Categories:						
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):				
	Sole Proprietorship (individual)						
	Partnership						
C. L	Corporation						
2. You	u <b>must</b> 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	the sole proprietor. I am not subject to the			
	<ul> <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-</li> </ul>						
	one (21) days of the contract award.						
	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").</li> </ol>						
	Full-time Er	nnlovees		Part-time Employees			
		npioyees					
Name of E	Business		Federal ID (or)	Social Security No.			
Address			Telephone				
Otto		04-4-	()				
City		State	ZIP				
	v certify that the above information is rs affecting my coverage during any o			ify the Michigan DNR of any changes that occur ons.			
Signature of Owner or Authorized Representative							
Title			Dat	e			
			Dat	-			

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

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

#### TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

# **BID FORM**

#### Shooting Range (71-006-23) T22N, R01W, SEC. 14; Roscommon COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on August 29, 2023, 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	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
B. T. Aspen	19.9	MBF	\$	72.00/MBF	\$
Black/Red (Hybrid) Oak	31.9	MBF	\$	96.00/MBF	\$
Red Maple	11.4	MBF	\$	68.00/MBF	\$
Red Oak	124.0	MBF	\$	101.00/MBF	\$
Red Pine	12.7	MBF	\$	114.00/MBF	\$
White Oak	7.8	MBF	\$	64.00/MBF	\$
White Pine	41.8	MBF	\$	65.00/MBF	\$
Pulpwood					
B. T. Aspen	62	Cords	\$	28.35/Cord	\$
Jack Pine	13	Cords	\$	9.30/Cord	\$
Mixed Oak	426	Cords	\$	17.15/Cord	\$
Red Maple	101	Cords	\$	16.85/Cord	\$
Red Pine	24	Cords	\$	40.45/Cord	\$
White Pine	48	Cords	\$	21.05/Cord	\$
1					

\*The volumes are statistically estimated within plus (+) or minus (-) 16.77 percent at 95% confidence level. 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 SEC	JRITY NUMBER:	
Company or individual bidding:			-
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: \_\_\_\_\_\_ Date:

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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)			
add Michigan - 67	TIMBER SAL	E					
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:			
			•	Forest Management Onit.			
		-	- d				
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.					
	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE						
sale	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.						
	<ul> <li>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.</li> </ul>						
• All	Information must be typed or printed	except for written s	signatures.				
Please	Check Appropriate Categories:						
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):				
	Sole Proprietorship (individual)						
	Partnership						
C. L	Corporation						
2. You	u <b>must</b> 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	the sole proprietor. I am not subject to the			
	<ul> <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-</li> </ul>						
	one (21) days of the contract award.						
	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").</li> </ol>						
	Full-time Er	nnlovees		Part-time Employees			
		npioyees					
Name of E	Business		Federal ID (or)	Social Security No.			
Address			Telephone				
Otto		04-4-	()				
City		State	ZIP				
	v certify that the above information is rs affecting my coverage during any o			ify the Michigan DNR of any changes that occur ons.			
Signature of Owner or Authorized Representative							
Title			Dat	e			
			Dat	-			

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

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