



DOUGLAS COUNTY TIMBER SALE PROSPECTUS NOTICE OF SEALED BIDS



XXXXX

The Douglas County Forest, Parks and Recreation Committee will receive sealed bids for the purchase of the designated stumpage on the enclosed tracts until **XXXXX** at the Douglas County Forestry Department, 9182 East Hughes Avenue, P.O. Box 211, Solon Springs, WI 54873. Bids will be opened and read at **XXXXX** at the Forestry Department Headquarters, 9182 East Hughes Avenue, Solon Springs, WI 54873.

Douglas County will award Contracts to the acceptable highest bidder pending verification and approval of each winning bid. In the event of tie bids, the successful bidder will be determined by the toss of a coin by the acting Chairperson of the Douglas County Forest, Parks, and Recreation Committee. No late bids will be considered. No bid will be considered from bidders who are in non-compliance with any current timber sale Contract with Douglas County, are delinquent in their financial obligations to Douglas County, are involved with a pending timber theft or trespass with the County, or from a bidder whose bidding privileges have been either temporarily or indefinitely revoked by the County.

Douglas County reserves the right to reject any or all bids, to waive technicalities, and to accept bids most advantageous to the County. For further information, bid forms, maps, or a sample Contract; please contact the Douglas County Forestry Department at (715) 378-2219.

NOTICES:

Daily Telegram – **XXXXX**

I. BIDDING: It is the responsibility of the bidder to inspect; evaluate the stumpage, examine the locations, investigate field conditions, and check Contract requirements for each tract prior to bidding. Bidders are encouraged to contact the “Prepared By” individual on the enclosed tracts for detailed information regarding each tract (see Section XX for contact information). Submission of bid reflects that the bidder has inspected the tract and clearly understands and agrees to all Contract conditions and requirements herein.

Bids for individual tracts must each be submitted on a standard “Douglas County Forestry Department Bid for Advertised Timber” form, indicating correct tract number, and be presented in a sealed envelope clearly marked “Sealed Timber Bid Tract (include tract number)”. An online version of the bid form reducing the chances for errors is also available at www.douglascountywi.org/forestry. Forms must be completed legibly and correctly in their entirety with all requested information required for bid consideration.

Bids must be submitted separately for each tract by indicating the advertised species, the advertised species product volume, a per product bid price for each species advertised, a total bid value for each species and product advertised, and a total tract bid value for all species and products advertised using the corresponding locations on the bid form.

Considered bids must meet or exceed the minimum total advertised tract value, including the minimum advertised total tract value for each species and product listed.

Bids below the minimum advertised total tract value for each species and product listed, the minimum total advertised tract value; or incomplete, illegible, or incorrect bids will not be considered.

The use of an off-highway-vehicle (ATV or snowmobile) on routes or areas closed to motorized use must be approved by the Douglas County Forestry Department prior to occurrence or the operator is subject to penalty as provided by County Ordinance. If granted, permission will be authorized for pre-bidding inspection purposes only and operators shall operate in a safe, responsible, and environmentally friendly fashion. Contact the Department at (715) 378-2219 for further information.

II. BID GUARANTEE BOND: A bid guarantee for a minimum of 10-percent of the total tract bid value must accompany each bid for an individual tract as a bid guarantee bond, payable to Douglas County Forestry Department.

The bid guarantee bond must be in the form of cash, cashiers check, certified check, money order, bank draft, personal check, or business check unless otherwise specified by the County; must be covered by sufficient funds in the account on which it is drawn once submitted to the County, and remain in effect until the Contract is executed by all parties. The County reserves the

right to investigate sufficient funds coverage on any bid guarantee bond provided. In the event that the bid guarantee bond is not covered by sufficient funds, the bidder will be forbid from being awarded the Contract.

The bid guarantee bond will be held by the County until replaced by the successful bidder's performance bond. Bid guarantee bonds will be returned to unsuccessful bidders.

Failure by the successful bidder to provide the County with the mandatory executed Contract of sale, performance bond, current certificates of insurance, and current SFI training certificate equivalent to those conditions provided below within 30 calendar days immediately following the auction date will result in forfeiture of the bid guarantee bond in its entirety to the County and forbid the bidder from being awarded the Contract.

III. PERFORMANCE BOND: Within 30 calendar days immediately following the auction date or before commencement of any Contract operations, whichever occurs first, the successful bidder shall provide and the County shall receive a performance bond in the amount of 20-percent of the total purchased tract value. Such a performance bond shall be submitted to the County for approval in the form of cash bond, written performance bond (surety bonds will not be accepted), or irrevocable letter of credit. The County reserves the right to limit the form of acceptable performance bond. The Purchaser must indicate on the bid form what form of performance bond will be provided to the County.

In the event that a cash performance bond is indicated on the bid form, the bid guarantee bond will be deposited immediately and applied towards the performance bond. The balance of the cash performance bond is to be provided by the successful bidder pursuant to those conditions provided above.

In the event that a written performance bond or irrevocable letter of credit is indicated on the bid form, the successful bidder will provide the County a written performance bond (surety bonds will not be accepted) or irrevocable letter of credit issued by a bank or insurance company which is a member of the Federal Reserve System or insured by the Federal Deposit Insurance Corporation pursuant to those conditions provided above. The written performance bond or irrevocable letter of credit shall have an expiration date of no less than 30 calendar days past the sale expiration date.

Failure by the successful bidder to provide the County with the mandatory amount and form of performance bond equivalent to those conditions provided above within 30 calendar days immediately following the auction date will result in forfeiture of the bid guarantee bond in its entirety to the County and forbid the bidder from being awarded the Contract.

IV. LIABILITY INSURANCE: Within 30 calendar days immediately following the auction date or before commencement of any Contract operations, whichever occurs first, the successful bidder shall provide and the County shall receive a current certificate of comprehensive general liability insurance from the insurer(s) of the successful bidder or their agents certifying coverage to the limit of \$1,000,000 per occurrence and \$1,000,000.00 per aggregate for property damage and bodily injury, including death. Such certificate shall name the County as an additional insured and shall be submitted to the County for approval of the insurer(s), the amount, and the form. The County reserves the right to require a certified copy of any such certificate or to investigate and/or examine the policy itself.

Failure by the successful bidder to provide the County with the mandatory certificate of insurance equivalent to those conditions provided above within 30 calendar days immediately following the auction date will result in forfeiture of the bid guarantee bond in its entirety to the County and forbid the bidder from being awarded the Contract.

V. WORKERS' COMPENSATION INSURANCE: Within 30 calendar days immediately following the auction date or before commencement of any Contract operations, whichever occurs first, the successful bidder shall provide and the County shall receive a current certificate of insurance verifying workers' compensation coverage or proof of exemption from such coverage as provided by law. Such written certificate or verification shall be submitted to the County for approval. The County reserves the right to require a certified copy of any such certificate or written verification or to investigate and/or examine the policy itself.

Failure by the successful bidder to provide the County with the mandatory certificate of insurance for workers' compensation coverage or exemption from such coverage as indicated above within 30 calendar days immediately following the auction date will result in forfeiture of the bid guarantee bond in its entirety to the County and forbid the bidder from being awarded the Contract.

VI. SFI TRAINING STANDARD: Within 30 calendar days immediately following the auction date or before commencement of any Contract operations, whichever occurs first, the successful bidder shall provide and the County shall

receive a valid certificate of completion for the current Wisconsin Sustainable Forestry Initiative (SFI) training standards or comparable certification training standards of different States (depending on the successful bidder's address of its principle place of business) as approved by the Forest Industry Safety & Training Alliance (FISTA) which can be contacted at **1-800-551-2656**. Such certificate shall be in the name of the individual responsible for signing the Contract on behalf of the successful bidder, or the president, principle officer, agent, owner, co-owner, or member of the firm of the successful bidder; and shall be submitted to the County for approval. The County reserves the right to require a certified copy of any such certificate or to investigate and/or examine training records itself.

Failure by the successful bidder to provide the County with the mandatory certificate of completion for the current SFI training standards as indicated above within 30 calendar days immediately following the auction date will result in forfeiture of the bid guarantee bond in its entirety to the County and forbid the bidder from being awarded the Contract.

VII. CONTRACT EXECUTION: Within 30 calendar days immediately following the auction date or before commencement of any Contract operations, whichever occurs first, the successful bidder shall provide and the County shall receive the original Contract with all required information completed with the original signature of a president, principle officer, agent, owner, co-owner, or member of the firm of the successful bidder.

Failure by the successful bidder to provide the County with the Contract as indicated above or with an incomplete, illegible, or incorrect Contract within 30 calendar days immediately following the auction date will result in forfeiture of the bid guarantee bond in its entirety to the County and forbid the bidder from being awarded the Contract.

VIII. PAYMENT SCHEDULE: Payment of the initial advance stumpage payment or lump sum payment, is required prior to the commencement of any Contract operations other than road and landing construction activities. Removal of any products prior to receipt of the initial advance stumpage payment or lump sum payment by the County will be treated as harvested without the County's consent or permission and subjects the Purchaser to civil and/or criminal penalties provided under Douglas County Ordinance #7.6.

The second and subsequent increment installment payments will be due to the County at the point the value of all products removed from the sale reaches 75-percent of the credit on deposit. In no event will payments due be made by the Purchaser to the County more than 15 calendar days from the date of invoice. The County reserves the right to place additional payment requirements on the Purchaser to protect its best interests or those best interests of the public.

The following plan is used by the County to determine the increment schedule required on the enclosed tracts, unless otherwise specified by the County:

Total Contract Purchase Value	Increment Schedule
Lump Sum	100% Payment or Per Harvest Unit (See Tract Specs)
UP to \$5,000.00	100% Payment
\$5,000.01 to \$10,000.00	50% Payment
\$10,000.01 to \$150,000.00	10% Payment
\$150,000.01 and OVER	5%(2),10%(9) Payment

IX. PRODUCT STANDARDS: Standard advertised products are as follows:

- 4" Roundwood Product - A tree, log or stick with a minimum of one 100-inch stick to a 4-inch top diameter.
- Whole-tree Product - All or any woody material from the sheared butt stump of all 2-inch and greater DBH trees to the tip of the tree, including all logs, sticks and branches originating from any stem associated with the tree.
- Softwood Sawlog Product - A tree, log or stick 9-inches or larger top DIB on the small end of a 100-inch length containing Scribner Decimal "C" net scale greater than or equal to 50% of gross scale for the log.
- Hardwood Sawlog Product - A tree, log or stick 10-inches or larger top DIB on the small end of a 100-inch length containing Scribner Decimal "C" net scale greater than or equal to 50% of gross scale for the log.

X. VOLUME AND WEIGHT STANDARDS: The enclosed volumes/weights of products by tract are estimates. The County provides no warranty or guarantee as to the species, product type, quality, quantity, or condition. The bidder is responsible for making these determinations and bidders should inspect and evaluate the timber contained in the enclosed tracts prior to bidding. Standard advertised volume/weight measures are as follows:

- A standard cord is a volume of stacked or piled wood products, including bark and air space, occupying 128 cubic feet.

- A standard MBF is a volume of wood products totaling 1,000 board feet. MBF volume shall be determined using the Scribner Decimal “C” log rule.
- A standard ton is a unit of weight measure equal to 2,000 pounds (907.18 kilograms).

XI. ACCESS: The Purchaser is required to complete all road construction requirements for the enclosed tracts. Location of all road, transportation, and access routes, including associated infrastructure components, for the enclosed tracts are designated by the County and are limited to what is displayed on the maps and in the Contract conditions. The County does not conduct road appraisals. All road and infrastructure construction cost estimates and actual expenses are the responsibility of the Purchaser and bidders should inspect and evaluate these based on Contract requirements and field conditions prior to bidding.

XII. EXTENSIONS: It is expressly understood by the bidder that Contract extensions are not guaranteed and full performance on a Contract is expected prior to the initial expiration date.

XIII. COMMENCEMENT OF OPERATIONS: Operations may not commence on any tract before all Contract execution, insurance, SFI training, financial, and additional required conditions have been successfully met by the Purchaser and approved by the County.

XIV. RECEIPT OF REQUIREMENTS: The bidder and/or successful bidder bears all responsibility for postal or delivery delays outside of the County’s control for all requirements to be received by the County prior to bid consideration and/or Contract execution, including but not limited to; the bid, the bid guarantee bond, the performance bond, liability insurance, workers’ compensation insurance, SFI training standard, the Contract, payments, and all other correspondence, documents, and requirements.

XV. DIRECT SALES: Periodically Douglas County will offer direct stumpage sales. Direct sales are available on a first come, first served basis with the sale offered at or above the total appraised value with no percentage reductions, according to the WDNR Timber Sale Handbook. Please contact the Douglas County Forestry Department at (715) 378-2219 for direct sale availability and/or additional information.

XVI. IRRESPONSIBLE BIDDER: A bidder deemed by the County to be an irresponsible bidder may be refused the opportunity to bid upon or obtain Douglas County timber sales for a pre-determined set time period as determined by the County or indefinitely as deemed in the best interest of the County.

XVII. FOREST CERTIFICATION: The Douglas County Forest, including the areas encompassed by the enclosed tracts, is certified to the standards of the Forest Stewardship Council ® (FSC ® C006090) FSC 100% and the Sustainable Forestry Initiative ® SFI-01617 SFI 100%. Forest products harvested from the Douglas County Forest may be delivered to the destination facility as 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 facility. The Purchaser assumes all responsibility for maintaining COC after leaving the area encompassed by any individual tract.

XVIII. EAB QUARANTINE: As of March 30, 2018, all of Wisconsin has been placed under a Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and United States Department of Agriculture (USDA) quarantine for Emerald Ash Borer (EAB). Quarantine compliance, including rules and regulations regarding the transport and utilization of ash products, is the full responsibility of the Purchaser. For additional information on the quarantine, including compliance agreements, please contact DATCP at 608-224-4573 and/or the USDA-APHIS at 608-231-9553.

XIX. TRUCK HAULING INFORMATION: The number of Douglas County townships that have developed or are in the process of developing additional policies in the form of regulations to protect their investments in and limit damage caused by heavy equipment to their local township roads continues to increase. The Douglas County Forestry Department has taken an active role in working with these townships in an attempt to alleviate concerns. The Department believes that their intent is not to restrict harvesting and subsequent hauling of timber, but a response to repetitive and inappropriate use by heavy trucks and equipment. Hauling Contractors need to be aware that public relations are vital to their business and inconsiderate and inappropriate actions reflect poorly on all of us in the forest industry.

All required permits and conditions for use of any public roadways other than those managed by the Douglas County Forestry Department are the responsibility of the Purchaser to obtain, keep current, and comply with. The County bears no responsibility or assures guaranteed use of any public roadway outside of its scope of authority used for the purpose of accessing any of the enclosed tracts and any additional requirements, restrictions, conditions, or terms enacted by any roadway authority are the

responsibility of the Purchaser. The County recommends contacting the appropriate roadway authority prior to bidding on any of the enclosed tracts.

Below are the town chair contact information for each township and one village that contain Douglas County forest and special use land within their boundaries. Contacts for the Douglas County Highway Department and the Forestry Department are also included. Bidders should refer to this information as they prepare bids for the enclosed tracts. This information is up-to-date and current at the time of printing only, please contact the town/village, Sale Administrator, or see the “Official E-Directory” link on the Douglas County website www.douglascountywi.org for updates and/or additional information.

DOUGLAS COUNTY PUBLIC ROADWAY CONTACT INFORMATION		
Municipality	Official	Phone
Town of Bennett	Barry Carlson	(715) 375-2865
Town of Brule	Fred Stoll	(715) 372-8403
Town of Dairyland	Ron Deyo	(715) 244-3331
Town of Gordon	Courtney Rose	(715) 559-1917
Town of Hawthorne	Kent Paulson	(715) 374-2018
Town of Highland	Charles Khalar	(715) 374-3437
Town of Lakeside	Thomas Johnson	(715) 364-2239
Town of Maple	Gary Saari	(715) 363-2625
Town of Oakland	Warren Dolsen	(715) 399-2532
Town of Solon Springs	Doug McCuskey	(715) 378-4450
Town of Summit	Joe Moen	(715) 919-4951
Town of Superior	Sheila Keup	(218) 591-1297
Town of Wascott	Lynn Koalska	(715) 376-4564
Douglas County Forestry Department	Jon Harris	(715) 378-2219
Douglas County Highway Department	Jason Jackman	(715) 374-2575

XX. FORESTER CONTACT INFORMATION: Below is the “Prepared By” contact information for the individuals who prepared the enclosed tracts. Bidders are encouraged to contact these individuals for detailed information regarding each tract prior to bidding. This information is up-to-date and current at the time of printing only.

Forester	Email	Cell Phone
Craig Golembiewski <i>Forest Management Supervisor</i>	Craig.Golembiewski@douglascountywi.org	(715) 816-0003
Mark Hager	Mark.Hager@douglascountywi.org	(715) 816-4270
Justin Holmes	Justin.Holmes@douglascountywi.org	(715) 816-4258
Alex Rowe	Alex.Rowe@douglascountywi.org	(715) 816-4274
Jim Latvala (WDNR)	James.Latvala@wisconsin.gov	(715) 816-4197

Douglas County Forest, Parks, and Recreation Committee
Mark Liebaert, Chair

Douglas County Forestry Department
Jon Harris, Director of Forestry and Natural Resources

Maintaining a healthy and productive Douglas County Forest for today and tomorrow through sustainable long-term management.



Douglas County Forestry Department
9182 East Hughes Avenue
P.O. Box 211
Solon Springs, WI 54873
Phone (715) 378-2219
Fax (715) 378-2807