



**NOTICE OF STATE FOREST TIMBER SALE
(Pine Plantation Thinning)**

Sealed bids will be received for the purchase of pulpwood and sawtimber designated for removal in pine plantation thinnings on the Dragon Run State Forest located in King and Queen County. Several blocks of **SFI and ATFS certified wood** are to be thinned to make a total thinning acreage of 545.9. A listing of blocks to be thinned with respective age and acreage is attached. Maps showing tract locations and access are also attached. Bids will be received by the Virginia Department of Forestry, Attention: Dennis Gaston, New Kent Forestry Center, 11301 Pocahontas Trail, Providence Forge, VA 23140, until 10:00 a.m., Wednesday, December 9, 2020, at which time all bids will be opened.

The healthiest, tallest, largest and best formed trees will be retained as crop trees to accumulate future volume growth. These residual crop trees will be spaced approximately 21 feet apart (retain a density of 70 square feet of basal area per acre). Selected crop trees will be protected from damage during thinning activities. Otherwise, all other timber shall be felled and utilized to the highest merchantable standards.

The timber sale boundaries are defined with pink flagging. Ingress and egress shall be only through access roads shown on the maps or mutually agreed upon. All logging activity will be confined within the sale area and any logging debris accumulated outside the area or within reserve strips if applicable, must be pulled within the sale area. Logging slash will be removed from the major forest access roads. Stump height shall approach ground level and must not exceed six inches above mineral soil.

The approximate volume of pine sawtimber and pulpwood to be sold is listed below:

The following volumes are only estimates and not guaranteed. Each bidder is encouraged to use their own cruise data to compute bids.

| | |
|--------------------------|---|
| Pine Pulpwood | 15,424 Tons |
| Hardwood Pulpwood | 372 Tons |
| Pine Sawtimber | 7,272 Tons (Includes 15 Tons CNS) |

The high bidder will be required to make a **down payment of \$20,000** within ten (10) days of the bid date. The down payment will be held by the department through the majority of the sale until the expected value of the remaining timber to be harvested is equal to the amount of the down payment.

Payments for purchased timber shall be on the basis of actual volume removed as evidenced by individual load tickets, mill tickets, or similar documentation. Load documentation will be submitted to the State Forest on a weekly basis throughout the entirety of the harvest. Stumpage payments will be paid in full weekly to "Department of Forestry" and submitted to the State Forest until the down payment is applied. The down payment will be applied as a stumpage payment near the end of harvesting operations when the expected remaining stumpage value is equal to the amount of the down payment. In the event the down payment exceeds the remaining stumpage balance a refund will be issued to the buyer. In the event the down payment is less than the remaining stumpage value the buyer will continue weekly stumpage payments and load documentation until the full balance is received.

All bids will be submitted on a stumpage price per ton of pine pulpwood and pine sawtimber. The written bid must be quoted to two decimal places (\$0.00/ton) to minimize the chance of duplicate bids. **The timber sale shall be awarded to the purchaser submitting the highest combined bid per ton for pine sawtimber and pine pulpwood after being computed against the estimated removal volume.**

For example:

| Hypothetical Bid | Estimated Volume to be Harvested* | Bid Computation |
|-----------------------------|-----------------------------------|---|
| Pine Pulp: \$8.00/ton | 15,424 tons | \$8.00/ton x 15,424 tons = \$123,392.00 |
| Pine Sawtimber: \$15.00/ton | 7,272 tons | \$15.00/ton x 7,272 tons = \$109,080.00 |
| Total Combined Bid: | | \$232,472.00 |

*Conversion factors for this sale shall be: 1 cord pine pulp = 2.59 tons and 1,000 bd.ft. of pine sawtimber = 6 tons

The stumpage price of hardwood pulpwood is fixed at \$2.50/ton and hardwood sawtimber is fixed at 50% of delivered prices for this contract and will be paid weekly as harvested. The stumpage price of hardwood sawtimber and pulpwood shall not be considered in the bidding. A one thousand dollar (\$1,000) deposit must accompany all bids. For your bid to be accepted the deposit must be in the form of a check made payable to the **Department of Forestry. This deposit will serve as a performance bond and be retained until the contract is satisfactorily concluded by the successful bidder. For all unsuccessful bidders, the deposit will be returned.** The Department reserves the right to reject any and all bids. A drawing will be held to break tie bids.

Full particulars, including proposal form and sample contract, may be secured from Dennis Gaston, Forest Manager, by contacting him at the New Kent Forestry Center, phone 804-840-5493, to inspect the area and timber offered for sale or from Tom Zaebst, Assistant State Forests Manager, or Gary Heiser, State Forests Manager, 751 Oak Hill Road, Cumberland, VA 23040 (804-492-4121).

INSTRUCTIONS

1. Be sure to enter your complete and correct address.
2. All bids will be on the basis of price quotes per ton (\$0.00/ton) for pine pulpwood and pine sawtimber. Carry all bid quotations to two decimal places. Approximately 15,424 tons of pine pulpwood and 7,272 tons of pine sawtimber are to be harvested. The high bidder will be required to make a **down payment of \$20,000** within ten (10) days of the bid date. Stumpage will be paid weekly to the State Forest once the harvest begins. The down payment will be held by the department through the majority of the sale until the expected value of the remaining timber to be harvested is equal to the amount of the down payment. The right to reject any and all bids is reserved.
3. A one thousand dollar (\$1,000) deposit must accompany all bids. The deposit must be in the form of a certified or cashier's check made payable to the **Department of Forestry**. The deposit will serve as a performance bond and be retained until satisfactory conclusion of the contract by the successful bidder, upon which time it will be released. It will be returned to all other bidders.
4. Seal your proposal in the envelope marked as follows: "Sealed Bid for Timber Sale on the Dragon Run State Forest. OPEN: December 9, 2020, at 10:00 a.m." Please write your name on the sealed envelope, "Bid Proposed by: (Name)."
5. Enclose this sealed envelope in your envelope addressed to the Virginia Department of Forestry, Attention: Dennis Gaston, New Kent Forestry Center, 11301 Pocahontas Trail, Providence Forge, VA 23140.
6. Be sure your bid is signed, sealed and mailed in time to reach New Kent Forestry Center well before 10:00 a.m., December 9, 2020.
7. Results of the timber sale can be found on the Virginia Department of Forestry website on the date of the sealed bid opening at <http://www.dof.virginia.gov/business/index.htm#timbersales> or by calling (804) 492-4121.



**DRAGON RUN STATE FOREST
SECOND THIN 2021**

PINE THINNING: Located in King and Queen County. Several blocks are to be thinned, comprising a total thinning acreage of 545.9. A listing of blocks to be thinned and acreage involved is attached. Maps showing locations and access are also attached. Consult a Virginia highway map for further assistance. State Forest personnel will take prospective buyers to the thinning areas if requested.

Date _____, 20 _____

I _____, of _____
(NAME) (RURAL/PO BOX, CITY)

Virginia, _____ [Phone Number: (____) _____ - _____] hereby offer to purchase the timber designated for
(ZIP CODE)

removal in a pine thinning on the above defined portions of the Dragon Run State Forest. I understand that the bid quotation below is for competitive selection of purchaser to perform needed thinning work and that said bid price is firm for the duration of the contract. The high bidder will be required to make a **down payment of \$20,000** within ten (10) days of the bid date. The bid I wish to submit for consideration is:

| | | |
|------------------------|---------------------------|----------------------------------|
| ENTER BID HERE: | Pine sawtimber \$0.00/ton | \$ _____/ton <i>enter bid</i> |
| ENTER BID HERE: | Pine pulpwood \$0.00/ton | \$ _____/ton <i>enter bid</i> |

I agree that the awarding of said contract shall be to the purchaser submitting the highest combined bid per ton for pine sawtimber and pine pulpwood after being computed against the estimated removal volumes. The conversion factors for this contract will be one cord pine pulpwood equals 2.59 tons and 1,000 board feet pine sawtimber equals 6 tons. In case of identical bids, final determination will be by drawing restricted to those parties of identical bids. I also understand that the Department of Forestry reserves the right to reject any and all bids. The check for \$1,000 made payable to the Department of Forestry is enclosed as a deposit. The deposit will be credited as a performance bond for the successful bidder and will be returned to all other bidders. If the successful bidder fails to execute the contract in the prescribed length of time or perform services to the standards outlined in the contract, the deposit will be forfeited to the Department.

Payments for purchased timber shall be on the basis of actual volume removed as evidenced by individual load tickets, mill tickets, or similar documentation. Load documentation will be submitted to the State Forest on a weekly basis throughout the entirety of the harvest. Stumpage payments will be paid in full weekly to "Department of Forestry" and submitted to the State Forest until the down payment is applied. The down payment will be applied as a stumpage payment near the end of harvesting operations when the expected remaining stumpage value is equal to the amount of the down payment. In event the down payment exceeds the remaining stumpage balance a refund will be issued to the buyer. In event the down payment is less than the remaining stumpage value the buyer will continue weekly stumpage payments and load documentation until the full balance is received.

Furthermore, I agree to pay the State Forest \$2.50/ton for hardwood pulpwood and 50% of delivered rate for all sawtimber on a weekly basis as cut and documented by load records. I have read the sample of a contract to be signed if my offer is accepted.

A purchaser is in default if his/her bid is accepted and he/she fails to abide by his agreement to purchase the timber as offered. Debarment, suspension or rejection of future bids by the Department may result from such default.

Signature _____

Name (Typed or Printed)

Send to:
Virginia Department of Forestry, Attention: Dennis Gaston, 11301 Pocahontas Trail, Providence Forge, VA 23140



SAMPLE TIMBER SALE CONTRACT
(Pine Plantation Thinning)

THIS AGREEMENT, made and entered into this 9th of December, 2020, by and between the Commonwealth of Virginia, Department of Forestry hereinafter called the Department, and _____, of _____, Virginia, hereinafter called the Purchaser.

WITNESSETH THAT:

ARTICLE I

- (1) The Department agrees to sell and the Purchaser agrees to buy all the standing timber (mostly loblolly pine) designated for cutting within 545.9 acres of pine plantations prescribed to receive thinning. Crop trees will consist of the healthiest, tallest, largest and best formed trees. All merchantable timber not selected as crop trees is scheduled for cutting under this contract and shall be utilized to acceptable merchantable limits specified in Article III below. See attached map for thinning location and consult Virginia highway map. The volume is estimated to be approximately 15,424 tons of pine pulpwood and 7,272 tons of pine sawtimber. Stumpage payment shall be rendered on the actual and documented volume removed. Stumpage checks made payable to the **Department of Forestry** of Virginia will be submitted once weekly. Documentation of loads (wt. or volume records) will accompany all stumpage checks. The timber sold in this thinning consists chiefly of loblolly pine.
- (2) The Department guarantees the title to said timber and to defend it against any and all claims for taxes, mortgages or other legitimate encumbrances at its own expense. However, title to all forest products shall remain with the Department until payment has been made in full based on measured or weighed volume for products removed on a weekly basis.
- (3) The Department hereby expressly grants to the Purchaser the right of ingress and egress across and upon the sale area.

ARTICLE II

- (1) The Purchaser agrees to pay the Department for this timber a price of \$_____ per ton for pine pulpwood, \$_____ per ton for pine sawtimber, 50% of delivered rate for all hardwood sawtimber and \$2.50 per ton for hardwood pulpwood harvested in this thinning operation.
- (2) The high bidder will be required to make a **down payment of \$20,000** within ten (10) days of the bid date. The down payment will be held by the department through the majority of the sale until the expected value of the remaining timber to be harvested is equal to the amount of the down payment.

Payments for purchased timber shall be on the basis of actual volume removed as evidenced by individual load tickets, mill tickets, or similar documentation. Load documentation will be submitted to the State Forest on a weekly basis throughout the entirety of the harvest. Stumpage payments will be paid in full weekly to "Department of Forestry" and submitted to the State Forest until the down payment is applied. The down payment will be applied as a stumpage payment near the end of harvesting operations when the expected remaining stumpage value is equal to the amount of the down payment. In event the down payment exceeds the remaining stumpage balance a refund will be issued to the buyer. In event the down payment is less than the remaining stumpage value the buyer will continue weekly stumpage payments and load documentation until the full balance is received.

- (3) ***The Purchaser agrees that the one thousand dollar (\$1,000) deposit accompanying his successful bid will serve as a performance bond for the duration of this contract. The Purchaser understands that this performance bond will be refunded upon the successful completion of the harvesting provisions under ARTICLE III of this contract.*** Furthermore, it is understood that forfeiture of this deposit can occur for noncompliance of same provisions. No timber

shall be cut, nor shall this contract be deemed to be in effect until the appropriate signatures have been affixed to this contract and the down payment received.

- (4) The Purchaser agrees to notify the Dragon Run State Forest Manager at 804-840-5493 **three (3)** days prior to the commencement of harvest activities.
- (5) Unless a written extension of time is granted by the Department, or barring forfeiture of cutting rights for noncompliance of contract provisions, all stumpage to be harvested in this thinning shall be removed on or before **November 15, 2022**.

ARTICLE III

- (1) Timber harvested hereunder shall be felled, skidded and concentrated in such manner as to cause the least possible waste and a minimum of damage to designated crop trees, streams, creeks, springs and soils.
 - (a) Excessive damage to crop trees (more than 10% of residual stems with bark damage) as a result of the harvest operation will be assessed a penalty of three times the stumpage rate of this contract.
 - (b) The Purchaser agrees that the logger performing the thinning operation will complete a Timber Harvest Contract Removal record provided by the Department of Forestry. This form will serve to record the date, product and destination of each load. This will be documented before the load leaves the tract. This record will be submitted to the Forest Management Specialist on a weekly basis.
 - (c) Other than crop trees, all timber shall be cut and utilized to the greatest extent feasible, practical and commercially marketable, unless otherwise specified by the Department. Changes in merchantability standards, markets, and harvesting conditions that have influence on provisions of this contract will be demonstrated to the Department. No changes in contract standards will be in effect until investigated, documented and authorized by an agent of the Department.
 - (d) Stumps shall be cut in such manner as to cause the least possible waste and not higher than six inches above ground level.
 - (e) All trees sold hereunder shall be utilized as low in diameter in the tops as may be practical and commercially standardized.
 - (f) All trees shall be felled within the cutting boundaries. Logging debris accumulated outside the thinning area shall be pulled back within the area unless otherwise specified by the Department. Logging slash will be removed from the major forest roads.
 - (g) No trees, laps or logging debris will be left in streams, creeks or springs.
 - (h) The Purchaser and the Department shall mutually lay out the designated system of skidding trails and loading decks over which the timber sold hereunder shall be removed and all skidding and assembling activities will be confined to these trails and loading decks and no other. Stand access will be designated as shown on the attached maps.
 - (i) The Department reserves the right to suspend logging activities during times when these activities would result in detrimental consequences to forest soils, such as prolonged periods of inclement weather.
- (2) Sawtimber, pulpwood or other products produced by the Purchaser from standing trees shall be removed in such a manner as to cause the least possible damage to the existing main haul roads and no public hazard at entrance ways to primary and secondary Virginia highways.
 - (a) Access to the thinning area is adequate and main hauls will be confined to this system for all men, materials and logging equipment including transport trucks necessary for the removal of said timber; the right to designate or approve the location of any new road across State Forest land is specifically reserved.

- (b) All such new roads with the exception of skidding roads constructed by the Purchaser and all existing roads within the thinning area shall be left in passable condition (usable by pickup truck) during and upon completion of this contract.
 - (c) The Purchaser shall comply with the Water Quality and BMP standards listed in the "Virginia's Forestry Best Management Practices for Water Quality, Fifth Edition" issued by the Virginia Department of Forestry. The Department reserves specifically the right to request corrective action of the Purchaser in maintenance of culvert pipes, water bars, side ditches and lead-off ditches where destructive action of the Purchaser has contributed to an erosion problem.
 - (d) The purchaser shall comply with all Virginia Department of Transportation regulations and obtain all required permits for temporary logging entrances. The Purchaser shall guard against the unnecessary transfer of mud and debris by vehicle onto the public highway system of the Commonwealth of Virginia, whereby the same poses a threat to public safety. Furthermore, the Purchaser assumes the responsibility for the preventive and/or corrective action necessary to eliminate this source of hazard should the problem develop.
 - (e) The Purchaser will assume the responsibility for stabilizing against erosion on used forest roads and trails according to the Water Quality BMP Handbook.
 - (f) All logging operators on State Forest lands must be trained and certified under their respective state's professional logger program such as Virginia's SHARP Logger Program.
- (3) The Purchaser agrees to exercise the utmost care and caution to prevent the inception and spread of forest fires on the area for sale and on adjoining areas. The Purchaser further agrees to observe and comply with all the forest fire laws of the State of Virginia which may be applicable. The Purchaser will be held liable for costs associated with controlling any fire caused by the harvest operation or for fire damage to residual trees and adjacent forest stands.

ARTICLE IV

- (1) The Department reserves the right to postpone timber removal under terms of this contract for gross noncompliance with the agreed upon provisions herein, to the extent, however, that in case of dispute over the terms of this agreement, the Department and the Purchaser agree to accept the decision of an arbitration board of three selected persons. Each of the contracting persons will select one person and the two selected will select a third to form this board. In the event a satisfactory decision is not reached, appeal to the local Circuit Court is available.
- (2) The Department reserves the right to retain and use the associated performance bond against costs incurred to remedy any noncompliance of items in Article III. The performance bond will be held by the Department for up to 60 calendar days after completion of the harvest or termination of the harvest to allow the Purchaser sufficient time to fix any issues. The performance bond will be returned to the Purchaser or held on file for future sales if all issues are resolved within 60 calendar days. The performance bond will become the property of the Department to fund corrective practices for any noncompliance remaining after 60 calendar days.

ARTICLE V

- (1) The Purchaser's signature on the face of this bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material and is in all respects, fair and without collusion or fraud. The Purchaser understands that collusive bidding is a violation of the Virginia Governmental Fraud Act and federal law and can result in fines, prison sentences, and civil damage awards. The Purchaser agrees to abide by all conditions of this bid/proposal.
- (2) The Purchaser, and all solicitations and advertisements for employees placed by or on behalf of the Purchaser, will state that such Purchaser is an equal opportunity employer.
 - (a) The Purchaser will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Purchaser.

(b) The Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

(3) DRUG FREE WORKPLACE: The Purchaser acknowledges and certifies that it understands that the following acts by the Purchaser, its employees, and/or agents performing services on state property are prohibited:

(a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and

(b) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Purchaser further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

(4) The Purchaser certifies and warrants that by his signature on the face of this bid he has neither offered nor received any kickbacks from any other bidder in connection with his bid on this solicitation. A kickback is defined as an inducement for the award of a contract, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

(5) No bidder shall confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(6) The Purchaser shall indemnify, and hold harmless the Commonwealth of Virginia, its offices, agents and employees from any claims, suits, liability or damage arising from or caused by negligence on the part of the Purchaser in harvesting the pulpwood herein conveyed.

(7) This contract may not be assigned, sublet or transferred without the written consent of the Department.

WITNESS:

_____ PURCHASER

_____ TELEPHONE NUMBER

Approved at Charlottesville, VA under the above conditions _____, 2020

_____ DIRECTOR OF AGENCY LANDS