



### NOTICE OF STATE FOREST TIMBER SALE

Sealed bids will be received for the purchase of sawtimber and pulpwood designated for removal in the second thinning harvest of pine plantations located on Cumberland State Forest in Cumberland County, Virginia. See attached maps. Bids will be received by the Virginia Department of Forestry, Attention: Administrative Staff Assistant, 751 Oak Hill Road, Cumberland, VA 23040, until 10:00 a.m., Wednesday, September 1, 2021, at which time all bids will be opened.

The timber sale consists of four (4) stands of **SFI and ATFS certified wood** totaling approximately 94.8 acres. Thinning is to be conducted on 90.4 acres of this sale. Pine is to be removed from a previously thinned ephemeral buffer on 1.5 acres of stand 23-013. An additional 2.5 acres in stand 23-013 is to be clearcut. A listing of stands to be thinned with respective age and acreage is included below. 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 22 feet apart (retain a density of 70 square feet of basal area). Selected crop trees will be protected from damage during thinning activities. Felled timber shall be utilized to the highest merchantable standards.

Sale boundaries have been marked with orange flagging. See the attached map for the layout of the thinning areas. Ingress and egress shall be only through access roads shown on the map or mutually agreed upon. All logging activity will be confined to the sale area and any logging debris accumulated outside the sale area, including the reserve strips, must be pulled back inside the sale area. Stump height shall not exceed 10 inches above mineral soil. The Department reserves all rights to cone and/or seed collection from the tops of marked or cut trees.

**Special Note:** Stands 24-010 and 23-030 border a mitigation buffer. No cutting, damage from felling, or equipment operation is allowed inside the mitigation buffer. The mitigation buffer has been marked with orange paint. See the attached map for the layout of the mitigation buffer.

**The following volumes are only estimates and not guaranteed. Each bidder is encouraged to use their own cruise data to compute bids. Topwood has not been included in these figures.**

PRODUCT	AMOUNT
PINE SAWTIMBER	2,614 TONS (435.6 MBF)
PINE PULPWOOD	1,034 TONS

STAND	ACRES	HARVEST TYPE	AGE
23-007	31.1	2 <sup>nd</sup> Thinning	29
23-013	18.5	2 <sup>nd</sup> Thinning	32
23-013	2.5	Clearcut	32
23-013	1.5	Thin Pine from Buffer	32
23-030	31.4	2 <sup>nd</sup> Thinning	33
24-010	9.8	2 <sup>nd</sup> Thinning	25
<b>TOTAL</b>	<b>94.8</b>		

All bids will be submitted on a stumpage price per ton of pine pulpwood and a stumpage price per ton of pine sawtimber. The sale will be awarded to the highest combined bid value using the estimated stumpage figures listed above. The written bid must be quoted to two decimal places (\$0.00/ton). The stumpage price of hardwood pulpwood and hardwood sawtimber shall not be considered in the bidding. The stumpage price of hardwood

pulpwood is fixed at \$2.50/ton. Hardwood sawtimber is not part of the sale and should not be removed. A drawing will be held to break tie bids. The Department reserves the right to reject any and all bids.

Example:

Hypothetical Bid	Estimated Volume	Bid Computation
Pine Pulpwood: \$ 8.00/ton	1,034 tons	\$ 8,272.00
Pine Sawtimber: \$18.00/ton	2,614 tons	\$ 47,052.00
<b>Total Combined Bid</b>		<b>= \$ 55,324.00</b>

*Conversion Factor: 1,000 board feet = 6 tons*

**Deposits are no longer required with a timber sale bid. Only the winning bidder will be required to submit a deposit.** A **two thousand five hundred dollar (\$2,500)** deposit will be required when the signed contracts are returned along with the down payment for the timber sale. The deposit must be in the form of a 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, at which time it will be released.

The high bidder will be required to make a **down payment of \$12,000** 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. Volume documentation and stumpage checks 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.

Full particulars, including proposal form and sample contract, may be secured from the Virginia Department of Forestry, Tom Zaebst, Assistant State Forests Manager; or from Shannon Lewis, Forest 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 received as price quotes per ton (\$0.00/ton) for pine pulpwood and per ton (\$0.00/ton) for pine sawtimber. Carry all bid quotations to two decimal places. The total combined value based on an estimated 2,614 tons of pine sawtimber and 1,034 tons of pine pulpwood will be used to determine the highest bid. The right to reject any and all bids is reserved.
3. Deposits are no longer required at the time of bid submittal. Instead, a **two thousand five hundred dollar (\$2,500) deposit** made payable to **Department of Forestry** will be required from the winning bidder at the signing of the contract. The deposit will serve as a performance bond and be retained until satisfactory conclusion of the contract by the successful bidder, at which time it will be released.
4. Seal your proposal in the envelope marked as follows: “SEALED BID for CU FY 2022 2<sup>nd</sup> Thin #1 on the Cumberland State Forest. OPEN: September 1, 2021, 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: Administrative Staff Assistant, 751 Oak Hill Road, Cumberland, VA 23040.
6. Be sure your bid is signed, sealed and mailed in time to reach Cumberland well before 10:00 a.m., September 1, 2021.
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 <https://dof.virginia.gov/vendor-opportunities/> or by calling (804) 492-4121.



**CUMBERLAND STATE FOREST  
CU FY 2022 2<sup>ND</sup> THIN #1**

**TIMBER SALE:**

Located in Cumberland County, Virginia. The sale area consists mostly of second thinning on four (4) pine stands totaling 94.8 acres. All pine will be removed from an ephemeral buffer on 1.5 acres of the sale area and 2.5 acres will be clearcut. The stands are located within Cumberland State Forest on Willis River Forest Road, Jim Birch Forest Road, and an unnamed road connecting the two. See attached maps for directions. State Forest personnel will take prospective buyers to the harvest areas if requested.

Date \_\_\_\_\_, 20 \_\_\_\_\_

I \_\_\_\_\_, of \_\_\_\_\_,  
(NAME) (RURAL/PO BOX, CITY)

Virginia, \_\_\_\_\_ [Phone Number: (\_\_\_\_\_) - \_\_\_\_\_] hereby offer to purchase the **SFI and ATFS certified**  
(ZIP CODE)

timber offered for cutting on the designated portions of the Cumberland State Forest, estimated to be approximately 2,614 tons of pine sawtimber (International 1/4" Rule) and 1,034 short tons (2,000 lbs.) of pulpwood. 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 \$12,000 within ten (10) days of the bid date. 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. I understand that stumpage payments shall be based on actual documented volumes removed and submitted weekly to the Forest Manager of the Cumberland State Forest. The bid I wish to submit for consideration is:

<b>ENTER SAWTIMBER BID HERE:</b>	<b>Sawtimber Example:</b> \$0.00/ton	_____/ton <i>enter bid</i>
<b>ENTER PULPWOOD BID HERE:</b>	<b>Pulpwood Example:</b> \$0.00/ton	_____/ton <i>enter bid</i>
<b>TOTAL ESTIMATED BID VALUE:</b>	Sawtimber _____ Pulpwood _____ 2,614 tons x _____ + 1,034 tons x _____	_____ <i>total combined bid value</i>

I agree that the awarding of said contract shall be to the purchaser submitting the highest combined bid for pine sawtimber and pine pulpwood. 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.

A Two Thousand Five Hundred Dollar (\$2,500) deposit made payable to Department of Forestry will be required when the signed contracts are returned along with the lump sum payment for the timber sale. The deposit will serve as a performance bond and be retained until satisfactory conclusion of the contract by the successful bidder, at which time it will be released. If the successful bidder fails to execute the contract in the prescribed time period or perform services to the standards outlined in the contract, in addition to all other legal remedies available, the deposit will be forfeited to the Department. If this bid is accepted, I agree to pay the deposit and full balance due for the offered timber within ten (10) days of the bid acceptance date. I have read the sample contract to be signed if my bid 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: Administrative Staff Assistant, 751 Oak Hill Road, Cumberland,  
Virginia 23040**



**SAMPLE TIMBER SALE CONTRACT**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of September, 2021, 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 sawtimber and pulpwood designated for second thinning (90.8 acres), pine removal (1.5 acres) and clearcutting (2.5 acres) on Cumberland State Forest. All areas are shown on the attached maps. Crop trees in the thinning areas will consist of the healthiest, tallest, largest, and best formed trees. ALL PINE SAWTIMBER AND ALL PULPWOOD STEMS NOT SELECTED AS CROP TREES ARE SCHEDULED FOR CUTTING UNDER THIS CONTRACT. The sale areas are located along Jim Birch Forest Road, Willis River Forest Road, and an unnamed road that connects the two. The volume is estimated to be approximately 2,614 tons of sawtimber (International ¼” Rule) and 1,034 tons of pulpwood. These volumes are only estimates and not guaranteed. Each bidder is urged to use their own cruise data to compute bids. Sale boundaries have been marked with orange flagging.
- (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 weighted volumes 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 a price of \$\_\_\_\_\_ per ton for pine sawtimber, a price of \$\_\_\_\_\_ per ton for pine pulpwood, and a price of \$2.50 per ton for hardwood pulpwood for timber harvested under this contract. Payments for purchased timber shall be on the basis of actual volume removed as evidenced by individual load tickets, mill tickets, or similar documentation. Volume documentation will be submitted weekly throughout the entirety of the harvest. A down payment of **\$12,000** is due and payable within ten (10) days from the date hereof. 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. Stumpage payments shall be made in full, by check payable to **“Department of Forestry”**, and submitted to the forest manager weekly with the corresponding volume removal documentation until the down payment is applied. 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. No timber shall be cut, nor shall this contract be deemed to be in effect, until the down payment has been made in full.
- (2) The purchaser agrees to pay a **Two Thousand Five Hundred Dollar (\$2,500)** deposit made payable to **Department of Forestry**. The deposit is due at the signing of this contract. The deposit will serve as a performance bond and be retained until satisfactory conclusion of the contract, at which time it will be released. If the purchaser fails to execute the contract in the prescribed time period or perform services to the standards outlined in the contract, the deposit will be forfeited to the Department.
- (3) The Purchaser agrees to notify the Cumberland State Forest office at 804-492-4121 three (3) days prior to the commencement of harvest activities.

- (4) Unless a written extension of time is granted by the Department, or barring forfeiture of cutting rights for noncompliance of contract provisions, all stumpage sold hereunder shall be removed on or before **February 11, 2023**.

### 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) Stumps shall be cut in such manner as to cause the least possible waste and not higher than 10 inches above ground level, except on misshapen or defective trees where cutting below 10 inches is not practical.
  - (b) **NO CUTTING OR EQUIPMENT OPERATION is allowed inside established mitigation buffers.** Existing mitigation buffers are shown on the timber sale map. Existing mitigation buffers have been painted with orange stripes along the perimeter where they border harvest areas. One mitigation buffer must be crossed on the access road between Willis River Forest Road and Jim Birch Forest Road. Two harvest stands border a mitigation buffer.
  - (c) Standing dead trees shall be left to improve post-harvest wildlife habitat when safe to do so.
  - (d) All trees sold hereunder shall be utilized as low in diameter in the tops as may be practical.
  - (e) All merchantable trees will be cut (unless otherwise designated).
  - (f) All trees shall be felled within the cutting boundaries. Logging debris accumulated outside the sale area shall be pulled back within the sale area and dispersed unless otherwise specified by the Forest Manager.
  - (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 over which the timber sold hereunder shall be removed and all skidding activities will be confined to these trails.
  - (i) The Department and the Purchaser shall mutually agree to suspend logging activities during such time as these activities would result in detrimental consequences to forest soils during prolonged periods of inclement weather.
- (2) Timber harvested 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 sale 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 timber sale area shall be left in passable condition (usable by pickup truck) during and upon completion of this contract.
  - (c) Excessive scalping will not be allowed on any forest road. The threshold for the term "excessive" will be determined by the acting forest manager.
  - (d) During and upon completion of the harvest operation, 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 and stabilization of forest roads, trails, culvert pipes, water bars, side ditches, lead-off ditches, decks, skid trails and streams where destructive action of the Purchaser has contributed to a BMP or Water Quality problem.
  - (e) *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 responsibilities for the preventive and/or corrective action necessary to eliminate this source of hazard should the problem develop.

- (f) The Purchaser will assume the responsibility for stabilizing against erosion on used forest roads and trails according to the Water Quality BMP Handbook.
- (3) The location of any landings, logging deck areas, and stream crossings will be approved by the Department prior to development.
- (a) The Purchaser and the Department shall mutually lay out decking locations and size of the decking areas. Excessive scalping of the decking area is not permitted. The threshold for the term "excessive" will be determined by the acting forest manager.
- (4) 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.
- (5) 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.

#### **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 Salem, Virginia under the above conditions \_\_\_\_\_, 2021

\_\_\_\_\_ ACTING DIRECTOR OF AGENCY LANDS