Mississippi Forestry Commission

P.O. Box 842

Brookhaven, MS. 39602

#### Invitation for Bids

#### Stumpage for Sale

School Trust Land

### Sealed bids will be received by the Wilkinson County School District at Woodville, Mississippi, Wilkinson County up to and not later than 5:00 p.m., September 8, 2021 for the purchase on a lump sum basis for all timber, standing or down, designated for cutting in Section 17 Township 2N, Range 1E, Wilkinson County, Mississippi.

### Each bidder is expected to make his own cruise and to bid accordingly. Before bids are submitted, full information concerning the timber, the conditions of sale and the submission of bids should be obtained from Wilkinson County Board of Education, Woodville, Mississippi or the Service Forester, Mississippi Forestry Commission, Liberty, Mississippi. Phone # 601-832-7278. The right to reject any and all bids is reserved.

### This sale consists of a 38 +/- acre Regeneration Harvest which is to be clear cut. No timber is to be harvested in the designated SMZ. Timber volumes are estimated to contain more or less:

Pine Sawtimber 2840 Tons

Pine Pulpwood 101 Tons

Pine Chip-n-saw 34 Tons

Hardwood Pulpwood 542 Tons

Pallet wood 322 Tons

Mixed hardwood Sawtimber 810 Tons

Description of Sale Area:

All timber inside the designated sale area is to be sold. The sale area as designated on the attached Sale Map has been flagged with pink flagging and marked with red paint around the perimeter. No trees are to be cut in the SMZ. The Section property boundary has been painted with orange paint, and boundary line trees are not to be cut.

It will be the prospective bidder’s responsibility for contacting and securing County Road use from the appropriate supervisor(s).

Payment will be made for the timber at the signing of the contract. The successful bidder must deposit with the Wilkinson County Board of Education, Woodville, Mississippi, $5,000.00 to guarantee the faithful performance of each and every article of the timber sale contract. This performance bond must be provided at the signing of the contract in the form of a corporate check, surety bond, cashier’s check, certified check, or money order. Proof of Insurance will not be accepted in lieu of this performance bond. Upon written notice of completion of the contract in full by the Buyer, the Seller will return the performance bond in full, less any money withheld as damages by the Seller.

Prior to the signing of the forest products contract, Buyer must be able to provide at least three (3) reference tracts of similar harvest operations to be viewed as examples of work completed by the Buyer’s logger.

A pre-entry conference will be set up with the successful bidder to lay out logging roads, major skid trails, loading ramps, etc. It should be noted that water bars that meet or exceed BMP standards will be required where needed on steep roads and skid trails, and the roads, major skid trails and loading ramps will be seeded with a suitable grass to stabilize the site. This provision will be completed prior to the return of the performance bond. Should the buyer decide to temporarily leave the site; appropriate measures will be taken to stabilize the site during the buyer’s absence.

A sample contract for the sale of the timber is attached. Should a prospective buyer wish to vary this contract, it is requested that he appeal in writing ten days prior to opening of bids. If no changes are requested, contracts will be filled out and forwarded to the successful bidder for execution and payment of funds within ten days after award is made.

Attached Summary Reports are only estimates. The timber may be inspected at any time.

Representatives of the Mississippi Forestry Commission are available to all interested buyers by appointment to show them the tract of timber and explain markings, how trees were measured, expected volume from specific trees and answer other questions.

The contract will be for a period of (18) months from the date of signing. Extensions can be granted due to unforeseen circumstances.

Effective April 2011, Mississippi School Trust Lands have been group certified by the American Tree Farm System and are in conformance with the AFF (American Forest Foundation) Standard. A copy of the AFF Certificate of Registration can be obtained on the MFC web page at www.mfc.ms.gov

In submitting a bid please mail your bid in an envelope addressed as follows:

Return address Postage

**Wilkinson County School District**

**P. O. Box 785**

**Woodville, MS 39669**

Timber sale bid

Section 17, Township 2N, Range 1E

To be opened 5:00 p.m. September 8, 2021

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Bid for Advertised Timber

**Name:** Wilkinson County School District Opened: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** P.O. Box 785 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Woodville, MS 39669In presence of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

In response to the notice of the timber sale, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(I or We) offer

$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a lump sum bid for the estimated:

Pine Sawtimber 2840 Tons

Pine Pulpwood 101 Tons

Pine Chip-n-saw 34 Tons

Hardwood Pulpwood 542 Tons

Pallet wood 322 Tons

Mixed hardwood Sawtimber 810 Tons

Designated for cutting on Section 17 Township 2N Range 1E, Wilkinson County, Mississippi.

If declared the successful bidder, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(I or We) agree to execute a contract of sale or lease within 30 days from the receipt of notice of the acceptance bid. A performance bond in the amount of $5,000.00 must be provided at the signing of the contract. This will be in the form of a corporate check, surety bond, cashier’s check, certified check, or money order. Proof of Insurance will not be accepted in lieu of this performance bond. This performance bond will be held by Wilkinson County School District to guarantee the faithful performance of each and every article of the timber sale contract. Upon written notice of completion of the contract in full by the buyer, the seller will return the performance bond in full, less any money withheld as damages by the seller.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Bidder/Company

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Bidder

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prepared by: Return To:

Mississippi Forestry Commission Wilkinson County School District

P.O. Box 749 P.O. Box 785

Brookhaven, MS 39602 Woodville, MS 39669

601-833-6621 601-888-6085

##### FOREST PRODUCTS SALE CONTRACT

This contract made and entered into on this day by and between the Wilkinson County School Board, party of the first part, hereinafter called the Seller and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, party of the second part, hereinafter called the Buyer, WITNESSETH:

Article I. For and in consideration of the sum of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, receipt of which is hereby acknowledged, the Seller hereby agrees to sell and the Buyer agrees to buy all forest products designated for removal by the Seller on Section 17, Township 2N, Range 1E, Wilkinson County, Mississippi.

The Buyer agrees to pay at the signing of the contract for the forest products designated for removal.

### Each bidder is expected to make his own cruise and to bid accordingly. Before bids are submitted, full information concerning the timber, the conditions of sale and the submission of bids should be obtained from Wilkinson County Board of Education, Woodville, Mississippi or the Service Forester, Mississippi Forestry Commission, Liberty, Mississippi. Phone # 601-832-7278. The right to reject any and all bids is reserved.

### This sale consists of a 38 +/- acre Regeneration Harvest which is to be clear cut. No timber is to be harvested in the designated SMZ. Timber volumes are estimated to contain more or less:

Pine Sawtimber 2840 Tons

Pine Pulpwood 101 Tons

Pine Chip-n-saw 34 Tons

Hardwood Pulpwood 542 Tons

Pallet wood 322 Tons

Mixed hardwood Sawtimber 810 Tons

Description of Sale Area:

All timber inside the designated sale area is to be sold. The sale area as designated on the attached Sale Map has been flagged with pink flagging and marked with red paint around the perimeter. No trees are to be cut in the SMZ. The Section property boundary has been painted with orange paint, and boundary line trees are not to be cut.

The Buyer represents that he has inspected the sale area and familiarized himself with the kind, amount and quality of all products designated by the Seller and covered by this contract. Attached Summary Reports are only estimates.

## Part I – General Terms

**Article II.** The Seller warrants that he has merchantable title to the products covered by this contract, and that same is free of all liens and encumbrances.

The Seller grants to the Buyer the right of ingress and egress over the lands of the Seller as may be necessary for removal of products specified by this contract; provided however, that no mechanized equipment not equipped with rubber treads shall be operated on or across any paved or blacktop surfaced roads on the property of the Seller without first laying planks on the road to prevent direct contact between the vehicle and the road.

Article III. The Buyer agrees to deposit with the Seller a Performance Bond in the amount of $5,000.00 in the form of a corporate check, surety bond, cashier’s check, certified check, or money order at the execution of this contract as a guarantee of faithful performance of each and every article of this contract in full. Proof of Insurance will not be accepted in lieu of this performance bond. Upon written notice of completion of this contract by the Buyer, the Seller will return the deposit in full, less any money withheld as damages by the Seller.

This contract shall not be assigned in whole or in part without the written consent of the Seller and in event of assignment; the terms of this contract shall apply. If for any reason, a third party is assigned, the original buyer remains the responsible party for all terms and conditions of this contract.

Article IV. The Seller hereby designates the Mississippi Forestry Commission as its technical agent and gives said agent the responsibility of determining compliance with the terms of this contract by the Buyer and also gives said agent the authority to stop all operations of the Buyer on the Seller’s property when it appears that terms of this contract are being violated.

Said Seller further grants the Forestry Commission the right to halt logging operation on day or days when ground conditions are so wet that logging would cause excessive damage to the land, thus causing extreme erosion, etc. Buyer must contact the Mississippi Forestry Commission before logging can resume. Any operations that resume before the approval of the Mississippi Forestry Commission will result in a $250 per day fine.

The Buyer agrees to notify the local representative of the Mississippi Forestry Commission to set up a pre-entry conference and supply proof of payment prior to beginning his cutting operation. There will be a $250 per day fine for logging operations that begin before the pre-logging conference. The contact forester is: Jay Palmer and contact phone number is: 601-832-7278.

Article V: The terms of this contract shall be for a period of (18) months from the date hereof, and during said period, the Buyer may harvest and remove any and all products covered by this contract as site conditions allow. Extensions can be granted due to unforeseen circumstances by mutual agreement of the Seller and Buyer in writing. Upon harvesting and removal title shall vest in the Buyer. All severance taxes will be borne and paid by the Buyer.

Article VI. The Buyer agrees to take all reasonable steps to prevent fire to the timber on the above described lands and agrees that he will use all available men and equipment to suppress any fires originating on said lands while the Buyer's operations are in process.

The Buyer further agrees to pay the Seller for any and all damage from fire to the timber or other property of the Seller originating through the negligent act or acts of the Buyer, his agents or employees and that he will further pay the Seller for any expense incurred by the Seller in fighting or suppressing said fires.

#### PART II - PERFORMANCE REQUIREMENTS

Note: Please note that BEST MANAGEMENT PRACTICES are included in the performance Requirements.

Article VII. Existing logging roads shall be utilized wherever practical and upon completion of logging must be repaired and left in a condition traversable by a pickup truck. If the Buyer is going to pull off the tract for an extended period of time the Buyer will fix the roads so they are traversable and will drain. Where erosion may occur, water diversions will be constructed on skid trails and access roads to BMP specs. Also, they should be smoothed and leveled. The Buyer will not cut ridges without prior approval from the MFC. The area will be stabilized with soil conservation service recommended structures following the logging. Where new roads must be cleared, their location must be approved in advance by the Seller or his agent. Any undesignated merchantable trees which must be cut to clear a road shall be marked by the Seller’s agent in advance of cutting or at another designated time. Said trees shall be purchased from the Seller by the Buyer and paid for at one-half the rates specified in this contract for trees unnecessarily damaged.

Undesignated trees of desirable growing stock which are unnecessarily damaged in the course of the Buyer's operations will be marked for cutting by the Seller or his agent and shall be paid for at the following rates which are considered to be approximately double their stumpage value:

Pine Pulpwood $ 10.00 per ton

Hardwood Pulpwood $ 8.00 per ton

Pine Sawtimber $ 50.00 per ton

Palletwood $ 40.00 per ton

Pine Chip-n-saw $ 28.00 per ton

Hardwood Sawtimber $ 60.00 per ton

For purposes of this contract, unnecessary damage to a desirable undesignated tree shall be considered as breakage of the main stem, uprooting, excessive root damage or any abrasion which exposes wood on one quarter or more of the circumference of the main stem, which damage could have been avoided through the use of reasonable care.

Article VII. The Buyer shall be responsible for the removal of any tree or bush or portion thereof which is felled in any stream or on any public highway, road, ditch draining the roadway or felled in a way which obstructs the same in any manner whatsoever and must be removed in a timely manner. If actions are taken by the commission to remove above stated debris, the expenses of these operations will be incurred by the Buyer.

Article IX. When the Buyer has completed his operations as authorized by this contract, he shall remove all equipment and other objects (trash) located on the property by himself, his agents or his employees. Roads and fences when damaged by cutting operation will be restored to original condition. There will be no dumping of oil on the ground. If maintenance work must be done, the oil will be drained into containers and carried off.

Article X. Liability: The Contractor shall specifically and distinctly assume all risk of damage injury to persons or property resulting from any actions or operation under this contract.

Also, the contractor for himself and any sub-contractor, shall effect and maintain at his own expense, insurance satisfactory to the Owner or his Agent in the minimum amounts as follows:

1. Contractor and subcontractors shall in all things, conform to the requirements of the Workman’s Compensation Act of the Laws of the State of Mississippi (MS Code 73-3-1) and qualify there under as a condition precedent to the performance of this contract. He shall as required by the Seller, submit satisfactory proof of qualification and conformity of himself and each subcontractor with said act.
2. Manufacturer’s or Contractor’s Public Liability Insurance in not less than $100,000.00 and $300,000.00 limits. Bodily Injury and Property Damage Insurance not less than $50,000.00 and $100,000.00 limits.
3. Contractors Protective Public Liability Insurance in not less than $100,000.00 and $300,000.00 limits. Bodily injury and Property Damage Insurance in not less than $50,000.00 and $100,000.00 limits.
4. General automotive liability insurance not less than $1,000,000.00 per vehicle.

Three days prior to completion of all terms of this contract, the Buyer shall notify the Seller or his agent, who will make a final inspection of the sale area. The Seller will, upon receipt of the report of final inspection, refund the Buyer the full amount of his deposit, less any amount to be withheld as liquidated damages for unnecessary damage, cutting of desirable unmarked trees and for any and all other damage caused by the Buyer, his employees or his agents.

Article XI. If any of the conditions of these Articles are violated by the Buyer, the Seller may, upon giving the Buyer notice in writing, suspend all operations engaged in by the buyer under this contract until the conditions and requirements of this contract have been complied with. If the Buyer refuses to comply with each and every condition and requirement set forth in these Articles and persists therein after notice in writing, then the Seller may terminate this contract.

Article XII. The purchaser will be required to meet the following Reporting Rules as set forth by IRS.

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| --- |
| *New Lump-Sum Timber Sale Reporting Rules* |
| On May 28, 2009 new rules for reporting lump-sum timber sales went into effect.  TD 9450 outlines the changes to Treasury Regulations 1.6045-4, requiring purchasers of standing timber in a lump-sum transaction to report the sale or exchange of the timber to the IRS using IRS Form 1099-S ("Proceeds from Real Estate Transactions") and to provide the completed form to the seller and to the IRS by January 31 of the year following the sale.  More information at [www.ces.ncsu.edu/nreos/forest/pdf/LumpSumTimberSales.pdf](http://www.ces.ncsu.edu/nreos/forest/pdf/LumpSumTimberSales.pdf) ([AdobeÒAcrobatÒReader](http://www.adobe.com/products/acrobat/main.html" \o "http://www.adobe.com/products/acrobat/main.html) required). |

**Endangered Species Clause**

BUYER and SELLER take cognizance of the Federal Endangered Species Act, 16 U.S.C. Section 1521 et seq., and the regulations Appearing at 50 C.F.R. Section 17, which list endangered and threatened fish, wildlife and plants, including but not limited to the gopher tortoise (Goperus Polyphemus), the Red-Cockaded Woodpecker (Picoides), the Louisiana Black Bear and such other species of fish wildlife and plants which may from time to time be listed as threatened or endangered. SELLER represents that there are no threatened or endangered species of fish, wildlife or plants or habitat thereof on any of the land subject to this agreement to the best of the SELLER’S knowledge. SELLER and BUYER agree that should the presence of any threatened or endangered species or evidence of habitation thereof be found on any of the acreage subject to this agreement, this agreement shall be terminated as to the affected acreage and the timber thereon (as is determined by BUYER in consultation with applicable authorities or agencies) and BUYER shall be compensated or excused from payment as the case may be for the prorated portion of the purchase price with relates to the affected acreage.

IN WITNESS WHEREOF, the above contract has been executed on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, at Woodville, Mississippi.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party of the Second Part Party of the First Part

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Witness Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Witness

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the duly authorized,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_a Mississippi corporation, who acknowledged to me, said authority, that he signed, executed and delivered the within and foregoing instrument of writing on behalf of said corporation as its voluntary act and deed, on the day and year therein mentioned.

Given under my hand and seal of office this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

Notary Public

My commission expires:

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the duly authorized,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_a Mississippi corporation, who acknowledged to me, said authority, that he signed, executed and delivered the within and foregoing instrument of writing on behalf of said corporation as its voluntary act and deed, on the day and year therein mentioned.

Given under my hand and seal of office this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , 2021.

Notary Public

My commission expires:





