

Mississippi Forestry Commission

Region 1

1711 McCullough Blvd.

Tupelo, MS 38801

Invitation for Bids

Stumpage for Sale

School Trust Land

Sealed bids will be received by the **East Tallahatchie School District at Superintendent's Office, Tallahatchie County** up to and not later than **5:00 p.m., April 10, 2025** for the purchase on a per-ton basis for all timber, standing or down, designated for harvesting on **120 acres** in **Section 16, Township 23N, Range 03E, Tallahatchie County, Mississippi**. Each bidder is expected to make their own cruise and to bid accordingly. The bids will be opened at 6:00 pm at the board mtg.

Before bids are submitted, full information concerning the timber, the conditions of sale and the submission of bids should be obtained from the **Mississippi Forestry Commission, Tupelo, Mississippi (telephone number 601-540-2611)**. The right to reject any and all bids is reserved.

This sale is a **pay as** cut thinning of a **120 acre 2nd thin** pine plantation which includes operator select thinning as specified in the "Forest Products Sale Contract". The area was hand planted. The stand is 32 years old, and an average sawtimber Dbh of 15.1 inches. At present the **average basal area is 179** square feet per acre. Logger will use existing corridors from the 1st thin to accomplish 2nd thin. Where previous corridors do not exist, corridors **16** feet wide will be harvested and utilized as haul and skid rows. The width between corridors will be **27** feet. **The timber will be thinned to an average of 70 square feet of basal area per acre.** Trees designated for sale are those diseased, forked, and pulpwood size trees not needed to form an average basal area of 70 square feet per acre. Such leave basal area shall consist of evenly distributed trees of saw log or potential saw log quality trees. Bids will be on a per ton basis for the following products: **Pine Pulpwood, Pine Chip-N-Saw, Pine Sawtimber and Hardwood Pulpwood (See Article I of the Forest Products Sale Contract)**. Acceptable bids must be for products designated in this prospectus. NOTE: The **pine chip-n-saw** bid category includes both small and large chip-n-saw as well as non-pole stems not meeting sawtimber specifications as shown in **Table 1** of contract. If additional forest products are identified for merchandising after the contract has been signed, the contract will be amended to document the product and price per ton as agreed to by the Seller and the Buyer. Amendment will require signature of both parties.

The designated timber sale areas will be marked with **Red paint and orange flagging**.

See attached map.

If the Seller or Seller's Agent determines that the Buyer is in violation of any contract stipulation(s) found within *Article XI, Article XII*, Table One found within the Forest Products Sale Contract will be the basis for Product Designation and Minimum Product Specifications.

Bids will be on a per ton (2000 pounds) basis for all products. Payment will be made on a weekly basis. Payment must be received by **5:00 p.m. on Friday** for forest products removed the previous week or at the completion of harvesting, whichever comes first. Payment will be made for the actual volume cut from the tract. Buyer will furnish the Seller or Seller's Agent a copy of each load ticket as proof of purchase. (*See Article I paragraph five (5) in the Forest Products Sale Contract*).

The Forest Products Sale Contract will be forwarded to the successful Bidder for execution within ten (10) calendar days of the Seller's Approval of the Buyer's Bid. The Seller will fill out the Forest Products Sale Contract and provide the contract to the successful Bidder for completion. The Bidder will then return the completed contract to the Seller within 30 days. The Performance Bond Deposit is also required at Contract execution.

Bids should be addressed to **East Tallahatchie School District**
411 Chestnut Street
Charleston, MS 38921. The envelope should be clearly marked to indicate that it contains a bid for timber.

The timber may be inspected at any time.

Representatives of the Mississippi Forestry Commission are available to all interested buyers at the **Region 1 Office in Tupelo, MS** to answer questions. Office hours are 8:00 a.m. – 5:00 p.m. weekdays; telephone number cell **601-540-2611**.

The contract will be for a period of **18** months from the date of signing.

Affective July 2024, 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 or hand deliver prior to the Bid Opening Date and Time in an envelope addressed as follows:

Return address

Postage

East Tallahatchie School District
411 Chestnut Street
Charleston, MS 38921

Timber Sale Bid
Section 16 , Township 23N, Range 03E
To be opened: **6:00 p.m., April 10, 2025**

Prepared by:
Name: Mississippi Forestry Commission
Address: 1711 McCullough Blvd.
Town-Zip: Tupelo, MS 38801
Phone: 601-720-7598

Return To:
Name: East Tallahatchie School District
Address: 411 Chestnut Street
Town-Zip: Charleston, MS 38921
Phone: 662-647-5524

FOREST PRODUCTS SALE CONTRACT

This contract made and entered into on this day by and between the _____ 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 \$ _____ per ton for pine pulpwood, and \$ _____ per ton for pine chip-n-saw, and \$ _____ per ton for pine sawtimber, \$ _____ per ton for hardwood pulpwood the Seller hereby agrees to sell and the Buyer agrees to buy all forest products designated for removal by the Seller on **120 acres** in **Section 16, Township 23N, Range 03E, East Tallahatchie County, Mississippi.**

Payment will be made on a weekly basis. Payment must be received by 5:00 p.m. on Friday on a weekly basis for forest products removed the previous week or at completion of harvesting, whichever comes first. Payment may be delayed for the first week of harvesting. Payment will be made for the actual volume cut from the tract. Buyer will furnish seller a copy of each Load Ticket as proof of purchase and the previous week's original Daily Load Report sheets. Payment for Timber harvested during the previous week shall then be computed based upon the Actual Volume (in Tons) and the applicable price per ton, failure to comply will result in the forfeiture of the performance bond.

PAYMENT FOR ALL TIMBER PRODUCTS WILL BE MADE PAYABLE TO:
East Tallahatchie School District
IN ADDITION, PAYMENT FOR TIMBER MUST BE ADDRESSED AND MAILED TO:
Mississippi Forestry Commission
Region 1
1711 McCullough Blvd.
Tupelo, Mississippi 38801

It shall be the Buyer's affirmative duty to accurately report on harvested timber. Therefore the Buyer or the Buyer's Agent(s) will maintain a Daily Load Report (Exhibit B). The Daily Load Report will contain the following information for each truck load: date and time of departure from the section; truck driver's name; timber product (ex: Pine Pulpwood, Pine Chip-n-saw, etc); delivery destination; ticket number and scale ticket number; and net load weight. The Buyer will provide the Seller and/or the Seller's Agent the opportunity to review the Daily Load Report and allow copies to be made at the Agent's request. The previous week's original Daily Load Reports will be submitted on Monday by 5:00 p.m.

This sale is a pay as cut thinning of a **120 acre 2nd thin** pine plantation which includes operator select thinning as specified in the "Forest Products Sale Contract". The area was hand planted. The stand is **32** years old, and has an average sawtimber Dbh 15.1 of inches. At present the average basal area is **179** square feet per acre. Logger will use existing corridors from the 1st thin to accomplish 2nd thin. Where previous corridors do not exist, corridors 16 feet wide will be harvested and utilized as haul and skid rows. The width between corridors will be 27 feet. The timber will be thinned to an average of **70** square feet of basal area per acre. Trees designated for sale are those, **pulpwood** size trees not needed to form an average basal area of **70** square feet per acre. Such leave basal area shall consist of evenly distributed trees of saw log or potential saw log quality trees. Bids will be on a per ton basis for the following products: **Pine pulpwood , Pine Chip-N-Saw , Pine Sawtimber, and Hardwood Pulpwood** (See Article I of the Forest Products Sale

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. All severance taxes will be borne and paid by the Buyer.

Article IV. The Buyer agrees to deposit with the Seller a Performance Bond in the amount of **\$5,000** 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 the event of an 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 V. The terms of this contract shall be for a period of 18 months from the Effective Date hereof, and during said period, the Buyer may harvest and remove any and all Timber products covered by this contract as site conditions allow. This contract may terminate earlier than 18 months if Buyer provides Seller with the final Load Report, mill tickets and payment (*Article I*), and Seller releases Buyer from further performance, in which case this Timber Sale Contract shall terminate and expire at such time.

The contract may be extended for up to six (6) months by mutual consent of BUYER and SELLER in writing if conditions develop which interfere with the BUYER's operations for an appreciable length of time.

Article VI. The Seller hereby designates the Mississippi Forestry Commission (MFC) as its agent (Seller's Agent) and gives said Agent the following responsibilities:

1. Determining compliance with the terms of this contract by the Buyer, the Buyer's Agent(s) or their employees.
2. 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.
3. The right to halt logging operations when ground conditions are so wet that logging would cause excessive damage to the Property, or when conditions are so dry that the risk of fire is elevated. In such cases, Buyer must communicate directly with the Agent before logging can resume. Any operations that resume before the approval of the Agent will result in a \$250.00 per day fine which will be deducted from the Performance Bond. The contact forester is: Shaun Rogers 601-540-2611. Furthermore this fine will be imposed for any and all reasons that logging is halted and resumes without MFC approval, including, but not limited to; weather, saturated ground conditions, or removal of equipment to another logging operation on or off properties held in trust by the Seller or for any other reason that implies logging has ceased due to a stoppage by the Seller's Agent, Seller or a self imposed stoppage by the logger or the Buyer.

A pre-entry conference between the Buyer and local MFC representative will be required before harvesting operations are allowed to begin. The Buyer agrees to notify the local representative of the Mississippi Forestry Commission to arrange a pre-entry conference and supply proof of deposit of the Performance Bond and proof of Manufacturer's or Contractor's Public Liability Insurance and other required insurance per Article XVIII of this contract at least seven (7) working days prior to the commencement of harvesting operation. There will be a \$250.00 per day fine for harvesting operations that begin before the pre-entry conference. Timber harvesting will not commence until these required documents are supplied to the Seller's Agent.

1. Leave Trees shall be left evenly distributed over the Sale Area at an average stocking rate of **70** square feet of basal area per acre. The basal area range will not be less than **65** square feet and not more than **75** square feet per acre.
2. The average Dbh gain after harvesting will be a minimum of 1 inch.
3. No crowns of residual crop trees will touch on more than one side.
4. Areas where initial Basal area is below **65** shall not be thinned.
5. Where plantation rows can be distinguished, all trees in every leave rows will be thinned. Where plantation rows cannot be distinguished, corridors shall be selected and harvested by the Buyer to facilitate access. 16 foot wide corridors will be removed and be used for the haul and skid rows. The width between corridors will be 27 feet. The timber will be thinned to an average of **70** square feet of basal area per acre.
6. Within the Leave Rows (or Non-Corridor areas) the Buyer will be required to select, prioritize and harvest trees that are diseased, damaged, poorly formed, suppressed or of inferior size and quality to meet contract requirements of residual tree quality, tree spacing and basal area.
7. After harvesting operations have been completed, residual tree stocking must be above **65** square feet or below **75** square feet of basal area per acre for the sale area. Otherwise, a penalty will be assessed at a rate of 0.25 tons per acre for every one (1) square foot of basal area below or above the tract range.
8. Equipment damage to Leave Trees shall be kept to a minimum. Excessive damage, meaning unnecessary damage to more than five percent (5%) of the Leave Tree stems, may result in the termination of this contract or other remedial action(s) to compensate the Seller.
9. All logging debris will be removed from the loading ramps and evenly redistributed throughout the residual stand, particularly in areas where erosion may occur, except any logging debris that the Seller's Agent determines necessary for soil and site stabilization on and around loading ramps.

Article XI. The Buyer will be required to merchandise all severed timber for the maximum financial benefit of the Monroe County Board of Education. The Seller's Agent may inspect and enforce merchandising at any time.

Article XII. Undesignated Trees are Leave Trees or any other tree(s) that are not offered for sale (and hence should not be cut or damaged). Undesignated Trees cut by Buyer must be paid for by the Buyer at the double stumpage rates listed below. This penalty will be deducted from the Buyer's Performance Bond.

Any undesignated merchantable trees which must be severed to construct or improve an existing access road shall be marked by the Seller's Agent in advance of harvesting. Said trees shall be purchased from the Seller by the Buyer and paid for at normal contractual rates specified under Article I of this contract. Other trees, as not covered by contract rates, shall be purchased from the Seller by the Buyer and paid for at one-half the rates specified in the contract for Undesignated Trees.

Also, Undesignated Trees and/or Leave Trees which are substantially damaged in the course of the Buyer's operations due to the Buyer's negligence or error will be marked for harvesting by the Agent. Buyer will pay double stumpage rates for all such substantially damaged trees.

For purposes of this contract, substantial damage to an Undesignated Tree shall be defined as breakage of the main stem, significant crown damage, uprooting or any abrasion which exposes wood on one quarter or more of the circumference of the main stem or in a continuous longitudinal wound of more than 2 feet in length, which damage could have been avoided through the use of reasonable care. Both categories shall be paid for at the following rates which are considered to be approximately double their stumpage value:

Pine pulpwood	\$ 14 per standard ton
Pine chip-n-saw	\$ 28 per standard ton
Hardwood pulpwood	\$ 14 per standard ton
Pine saw timber	\$ 35 per standard ton
Hardwood saw timber	\$ 90 per standard ton

IN WITNESS WHEREOF, the above contract has been executed on this _____ day of _____, 20____, at _____, Mississippi.

Party of the Second Part

Party of the First Part

STATE OF MISSISSIPPI

COUNTY OF _____

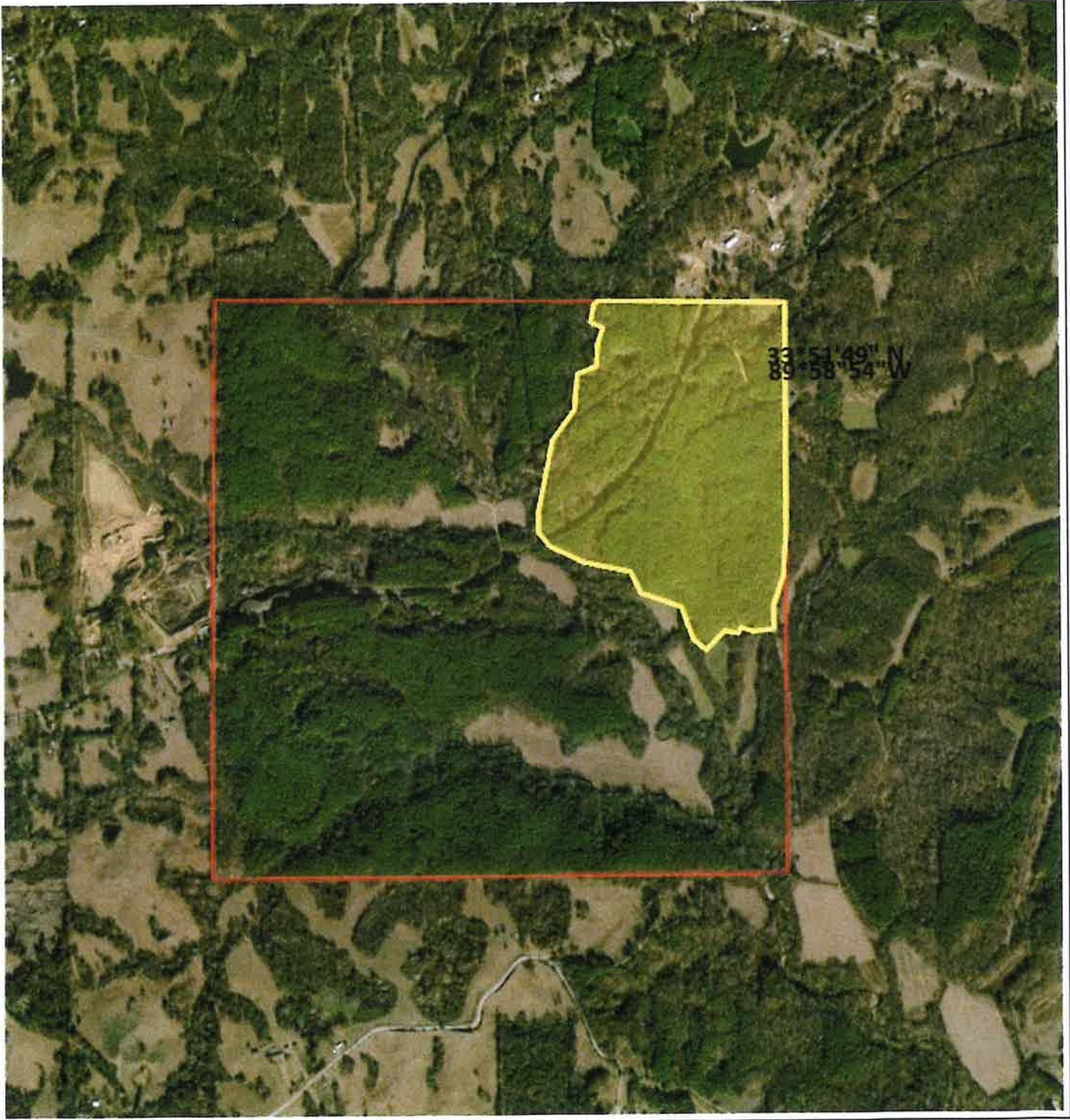
BEFORE ME, the undersigned, a Notary Public said County and State, on this day personally appeared, _____ of _____, a Mississippi Corporation, who acknowledged to me, said authority, that he signed, executed and delivered the within and foregoing instrument of writing on behalf of said corporation as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

Given, under my hand and seal of office, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

16-23N-3E Tallahatchie County
2nd THIN 120 acres



0.6 0 0.28 0.6 Miles

1: 18,056

WGS_1984_Web_Mercator_Auxiliary_Sphere



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT INTENDED FOR NAVIGATIONAL USE.

16-T23N-R3E Tallahatchie County
2nd Thin 120 acres

Legend

 Property

SMITH RD

POWERS CREEK RD

PAUL SHADY GROVE RD

COLEMAN RD

WEEKS L DR

CASCILLA RD

WHITTEN RD

ASHLAND CEMETERY RD

CASCILLA-REINADA COUNTY RD

WARD LN

Notes

Enter up to 265 characters

1.1 0 0.57 1.1 Miles

1: 36,112

WGS_1984_Web_Mercator_Auxiliary_Sphere



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