

INVITATION FOR BIDS
FOR THE SALE OF
STANDING HARDWOOD TIMBER WURDACK CENTER
FOR
THE UNIVERSITY OF MISSOURI-COLUMBIA
COLUMBIA, MISSOURI
BID # 22070

BID CLOSE DATE: Wednesday, January 12, 2022 at 2:00 PM Central Time

Prepared by:
James E. Shatto, Strategic Sourcing
Specialist, UM System Procurement
615 E 52nd St, SOE Room 024
Kansas City, MO 64110
Ph: 816-235-1397
Email: shattoj@umkc.edu

Dated: December 13, 2021

The Curators of the University of Missouri will receive written bids for the Sale of Standing Hardwood Timber located at the University of Missouri Wurdack Research Center. Forest Researchers have marked trees to be retained, all trees not flagged with a ribbon may be cut. Volume estimates of the timber in this sale are included but are only estimates. It is highly encouraged that bidders should view the timber.

The owner of the property is the Curators of the University of Missouri System.

Additional copies of the Specifications and Conditions of bidding along with the required form can be opened and printed at: <https://www.umsystem.edu/ums/fa/procurement/bids>

The Curators of the University of Missouri reserve the right to reject any and all bids.

The sale area may be viewed by prospective bidders prior to bid closing date and time. Please call Dusty Walter (Director of Natural Resource Management) or Brent Booker to arrange a visit to the Wurdack Research Center.

Dusty Walter: 573-999-1541 (cell)
573-884-7991 (office)

Brent Booker 573-743-6612 (Office)
573-578-3641 (Cell)

All sealed bids must be received no later than Wednesday, January 12, 2022 at 2:00 p.m. Central Time and delivered to 615 E. 52nd St, SOE Room 024, Kansas City, MO 64110.

NOTE: DUE TO THE COVID-19 PANDEMIC, E-MAILED BID RESPONSES WILL ALSO BE ACCEPTED AT shattoj@umkc.edu.

No oral explanation in regard to the meaning of the specifications will be made. Any questions concerning the specification, terms and conditions or performance of this Invitation for Bid must be submitted IN WRITING to Jim Shatto, UM System Procurement, 615 E. 52nd Street, SOE Room 024, Kansas City, MO 64110. Questions shall be emailed to Jim Shatto at shattoj@umkc.edu. The deadline for questions in regard to this BID is Wednesday, December 23, 2021 at 11:00 AM Central Time. Any interpretation of the proposed documents will be made by addendum duly issued and posted on the UM System Procurement website: <https://www.umsystem.edu/ums/fa/procurement/bids>

It is the responsibility of prospective bidders to check the above website for additional information.

THE UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATIONS OR INTERPRETATIONS OF THE PROPOSED DOCUMENTS.

DETAILED SPECIFICATIONS AND SPECIAL CONDITIONS:

I. GENERAL DESCRIPTION:

You are invited to bid on state-owned forest products. Sealed bids will be received by Jim Shatto, Strategic Sourcing Specialist, at the UM System Procurement Office, 615 E. 52nd Street, SOE Room 024, Kansas City, MO, 64110 until 2:00 PM, Central Time, Wednesday, January 12, 2022 and should be marked “SEALED BID 22070 FOR STANDING HARDWOOD TIMBER-WURDACK RESEARCH CENTER”.

NOTE: DUE TO THE COVID-19 PANDEMIC E-MAILED BID RESPONSES WILL ALSO BE ACCEPTED AT shattoj@umkc.edu.

Location & Directions

The Wurdack farm is located about 2 miles southeast of Cook Station on a gravel road between Cook Station and Highway 19:

* From Salem: Hwy 19 north 15 miles to County 337 Road, left 3 miles to farm entrance.

* From Steelville: Hwy 8 west 3 miles to Hwy M, south to Cook Station, follow signs.

* From St. James: Hwy 68 south to Hwy YY, east to Cook Station, follow signs.

The University of Missouri Wurdack Research Center property is located in Sections 31 and 1, 2, 36 in Township 36N, Range 4W and 5W, in Crawford and Dent Counties, Missouri.

Description of Property

Timber is to be harvested in all or most of stands 3-1, 3-2, 3-3, and 3-4. Total area is approximately 100 acres. See stand maps Figure 1 and Figure 2. All trees NOT MARKED by flagging tape may be harvested. Trees with flagging tape tied around their trunk should not be cut and should be protected to minimize damage. Harvest area boundaries are marked with yellow flagging tape, have roads that should not be crossed, or have adjacent open fields that should serve as a boundary and not be crossed.

Description of Timber: Oak

All marked trees are to be kept. Marking is by orange ribbon tied around the tree’s trunk. All other trees, large or small, may be harvested. **SPECIAL NOTE:** this is a research project. **As such, we request that whole tree logging be done.** Decking/landing areas will be identified in consultation with the Wurdack Superintendent where they may then be cut to desired log length.

Volume estimates are for trees at least 12 inches measured at diameter at breast height (DBH – 4 ½ feet above ground line)). It is estimated that the trees greater than 12 inches DBH are 50% black oak and 38% white oak. The remainder of the trees are mixed hardwoods, including post oak, red oak, and hickory. White oak volume is estimated at approximately 86,000 board feet, Doyle. Black oak is estimated at approximately 121,000 board feet, Doyle. Total volume, including black oak, white oak, and other hardwoods, is estimated to be approximately 230,000 board feet, Doyle.

Bid Instructions: LUMP SUM BID IS REQUIRED. (Please insert your price in the “bid form” that follows in this document.)

II. **INSPECTION OF PREMISES / QUESTIONS:**

Bidders are urged to completely inspect project site prior to submitting a bid in order to determine all requirements associated with the contract. Failure to do so shall not relieve the successful bidder from the necessity of performing in accordance with the specifications herein, without additional cost to the University. Please call and notify Dusty Walter, Director of Natural Resource Management (573-999-1541) or Brent Booker, Farm Supervisor (573-578-3641).

In case of any doubt or difference of opinion as to the performance and obligation of both parties concerning this Invitation for Bids, the decision of the Director of University of Missouri System Procurement, shall be final and binding upon both parties.

III. **BIDS:**

A lump sum bid for the total volume of timber offered must be enclosed in a SEALED ENVELOPE plainly marked “SEALED BID 22070 FOR STANDING HARDWOOD TIMBER-WURDACK RESEARCH CENTER”.

Bids not plainly marked “SEALED BID 22070 FOR STANDING HARDWOOD TIMBER-WURDACK RESEARCH CENTER” are subject to rejection. Any bidder may withdraw his bid any time prior to the scheduled opening time for the receipt of bids. No bidder may withdraw his/her bid for a period of thirty (30) days after the scheduled closing time for the receipt of bids. Only telegram, letters or other written requests for corrections of a previously submitted bid which are addressed in the same manner as bids AND ARE RECEIVED BY THE UNIVERSITY PRIOR TO THE SCHEDULED CLOSING TIME FOR THE RECEIPT OF BIDS WILL BE ACCEPTED.

The acceptance of the best highest and responsive bid hereunder shall be by action of The Curators of the University of Missouri. The Curators of the University of Missouri reserve the right to reject any and all bids.

NOTE: DUE TO THE COVID-19 PANDEMIC E-MAILED BID RESPONSES WILL ALSO BE ACCEPTED AT shattoj@umkc.edu.

IV. **PERFORMANCE SECURITY:**

The successful bidder shall submit a Cashier’s Check payable to “The Curators of the University of Missouri” without condition in the amount equal to ten percent (10 %) of the total amount of the bid as security for faithful performance in accordance with the specifications herein. Any damage not satisfactorily corrected by the buyer shall be charged against this security. Any

surplus remaining will be returned to the buyer. If there are no claims against the performance security it shall be returned within 30 days of notification by the buyer to the University Point of Contact that he/she has completed the harvest.

V. PERIOD OF PERFORMANCE:

Notice of award will be given within a reasonable time after the scheduled closing date for the receipt of bids. After receiving notice of award and making payment in full payment of Performance Security, and notifying the Point of Contact, the successful bidder may begin cutting and removal operations. All terms and conditions covered by the contract shall be completed within the period stated in the accepted option.

Performance: All work must be completed within three (3) months from the date of granting of the contract. However, if in the judgment of the Director of Natural Resource Management, the work has to be delayed by unfavorable weather or other circumstances deemed beyond the control of the successful bidder, the completion date may be extended by the University.

VI PAYMENT:

Total payment of Lump Sum Bid and Performance Security must be made before harvesting of the tract begins. Payment will be made by Certified or Cashier's Check, payable without condition to "The Curators of the University of Missouri" and delivered to the James E. Shatto, Strategic Sourcing Specialist, UM Procurement, 615 E. 52nd Street, SOE Room 024, Kansas City, MO 64110.

VII TERMS AND CONDITIONS OF SALE:

The University agrees to sell to the successful bidder the Hardwood trees NOT flagged/marked on the Wurdack Research Center, designated herein. A University representative shall determine bidder's access to sites.

The following conditions and methods of operation will apply to this sale:

- a. This contract may not be assigned in whole or in part by the purchaser without written consent of the seller.
- b. Purchaser shall conduct all operations under this contract in a safe, workman-like and orderly manner; minimize soil erosion and damage to young growth or trees left standing.
- c. Care shall be exercised by the purchaser and his employees against the starting and spread of fire, and they shall take all responsible precautions to prevent and control fire. In the event that a forest fire occurs on the sale area or the vicinity, the purchaser and his employees will notify the Point of Contact for the University of Missouri and assist in the suppression of the fire if requested.
- d. Trees that are cut will be dropped to the ground and not left "hung up" on adjacent trees. Use of directional felling in order to reduce damage to all residual trees is desirable.
- e. The Purchaser shall avoid, whenever possible, felling any trees onto any adjoining open fields, roads, or woods not owned by the Sellers. Should this occur, the Purchaser shall move all material back onto the Sellers' land immediately. In the event of damage to

- fencing or other material property Purchaser will call the Point of Contact.
- f. Use of Best Management Logging Practices to minimize soil compaction/disturbance and potential water quality problems is expected. The Point of Contact, or his designee, will work with the winning bidder to define an appropriate decking and loading area.
 - g. Stump heights resulting from harvesting will be as close to the ground as practical; however, they are not to exceed 6 inches above the ground line on the high side of the stump unless multiple stems or other similar conditions make the requirement impractical.
 - h. The purchaser shall carry out his operations in such a manner as to cause the least damage to the remaining trees, roads, improvements and watershed. The Director of Natural Resource Management may temporarily terminate any or all parts of the purchaser's operations on the farm, should these operations, in his opinion, be causing or likely to cause damage to the above. The number of working days that the purchaser's operations are terminated for this reason may be added to the term of this contract upon request of the purchaser.
 - i. Damage to access roads will be repaired after completion of log hauling. Any unrepaired damage will be paid for from the performance security being held in escrow.
 - j. Damage to property fences will be repaired immediately. Any unrepaired damage will be paid for from the performance security being held in escrow.
 - k. Purchaser shall keep ponds and stream courses, including intermittent stream beds, within the sale area clear of debris resulting from his operations.
 - l. Landings: Shall be identified as part of the pre-harvest plan. Landings should be no larger than is needed to facilitate an efficient logging operation. Landing location and use must follow Best Management Practices.
 - m. Purchaser shall, upon completion of logging activities, clear the landing of debris (butts, limbs, etc.).
 - n. Trees not designated for cutting that are cut or unnecessarily damaged by the Buyer shall be paid for, in addition to the value of the designated timber, at a rate three (3) times the current stumpage value of the designated timber that is cut or damaged. Current stumpage value shall be determined by the average stumpage price paid by three local mills which are mutually selected by the Buyer and the Seller.
 - o. Continued disregard for these conditions and requirements shall be sufficient cause for termination of this contract and forfeiture of all payments to date. All remaining timber shall revert to the University.
 - p. Before logging operations begin, the purchaser and the Point of Contact or his/her designee will review the terms and conditions of this contract. The Point of Contact or his/her designee will be kept informed of the progress of the operations. Point of Contact shall also be notified by the purchaser when harvesting will begin, at least two working days prior to the harvesting period.
 - q. All trees and portions of trees covered by this contract, or its extension, if not removed from University land within 30 days after the termination date, shall remain the property of the Curators of the University of Missouri.
 - r. All structures, equipment, and refuse brought to the area by the successful bidder (paper, oil cans, etc) will be removed from University land by the date of termination of this contract.
 - s. The boundaries of the sale area and any cutting blocks thereof, are as shown on the attached "Sale Area Map", which is made a part of this contract. Cutting blocks shall not be changed without the consent of both the Buyer and the Seller.
 - t. In the event that a dispute develops concerning terms of the agreement or conditions of

operation, all work shall cease until the matter is resolved. If the purchaser and the Point of Contact are unable to resolve disputes, it shall be referred to the Director of UM System Procurement whose decision shall be final and binding. Time lost during the dispute will be added to the expiration date.

- u. Buyer agrees to comply with applicable laws of the State of Missouri.

VIII INSURANCE WAIVER:

In lieu of insurance coverage (see Exhibit I), the purchaser agrees to the following waiver:

The purchaser agrees not to sue the Curators of the University of Missouri, their agents and employees, and to refrain forever from instituting any legal proceedings of any law or inequity against the Curators of the University of Missouri, their agents and employees, arising out of or from the bidder's occupancy or use of the property covered in the Invitation for Bid or arising from any condition which does now or may at any time exist on this property, or arising from any occurrence occasioned wholly or in part by any act or omission of the Curators of the University of Missouri, its agents, contractors, concessionaires, employees and servants. The purchaser further is aware that there may be hazardous conditions on this property and hereby voluntarily accepts and assumes all risks from these conditions and agrees to incur these risks as a condition of the Invitation of Bids.

Printed Name _____

Signature: _____
(must be owner or officer of purchaser)

Date: _____

BID #22070
BID CLOSING DATE: January 12, 2022
TIME: 2:00 PM Central Time.

FORM OF BID

(NAME OF FIRM OR INDIVIDUAL SUBMITTING THIS BID)

DATE: _____, 20____

INVITATION FOR BIDS
FOR THE SALE OF
STANDING HARDWOOD TIMBER WURDACK RESEARCH CENTER
FOR THE
CURATORS OF THE UNIVERSITY OF MISSOURI
AT THE
UNIVERSITY OF MISSOURI- COLUMBIA
DATED: December 13, 2021

The Curators of the
University of Missouri
Columbia, Missouri 65211-3100

1. The undersigned being familiar with the Invitation for Bid, hereby proposes to pay the University for STANDING HARDWOOD TIMBER located at the Wurdack Research Center as described in the specifications for Sale:

Operation to be completed three (3) months from date of award.

Lump Sum Bid \$ _____

2. In submitting this bid, it is agreed that it may not be withdrawn for a period of thirty (30) days after the scheduled opening date for the receipt of bids, and it is understood that the right is reserved by the University to reject any or all bids.
3. *Accompanying this bid is the performance security required by the Invitation for Bids.*
Yes _____ *No* _____
4. The bidder certifies that he has examined the site and timber covered by this bid and has prepared this bid based upon his own observation, and had not relied upon the representatives of the owners or any representative thereof. Yes _____ No _____

IF A CORPORATION:

Name of Corporation

Incorporated under the laws of the State of: _____

Licensed to do business in Missouri: _____ YES _____ NO (check one)

Name and Title of Officer

Signature

Address for Communications

Address for Communications

Phone Number

Fax Number

E-mail address

IF A PARTNERSHIP:

Name of Partnership

Names and residence address of all partners:

Partner

Signature

Address for Communications

Address for Communications

Phone Number

Fax Number

E-mail address

IF AN INDIVIDUAL:

Name of Individual

Residence Address:

Firm Name, If Any

Signature

Address for Communications

Address for Communications

Phone Number

Fax Number

E-mail address

EXHIBIT I.

INSURANCE REQUIREMENTS (Low Risk)

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Note: Anyone who serves alcoholic beverages on a University of Missouri Campus must also provide liquor liability coverage. This should be written on an "occurrence basis" and have limits not less than \$1,000,000 each claim or each common cause and at least a \$1,000,000 aggregate. The insurance carrier, policy number, effective date and limits should be shown on an insurance certificate provided to the University of Missouri. The Curators of the University of Missouri should be named as an Additional Insured on such policy and a copy of the endorsement should be provided along with the certificate of insurance.

Business Auto Liability (If required in service performance) Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of

insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor’s operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

The Contractor does hereby indemnify, defend, and save harmless The Curators of the University of Missouri, their Officers, Agents and Employees, from and against all loss or expense from any cause of action arising from the Supplier’s operation.

INSURANCE REQUIREMENTS (Low Risk) SMALL BUSINESS

(Examples: vendors and contractors with less than 50 employees)

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

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Workers' Compensation & Employers Liability (Waiver) Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit. **Waiver of this requirement** - If Contractor is not required to maintain coverage by Missouri State Stature and they submit a completed UM waiver form.

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

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The insurance required by the provisions of this article is required in the public interest and the University does not assume and liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

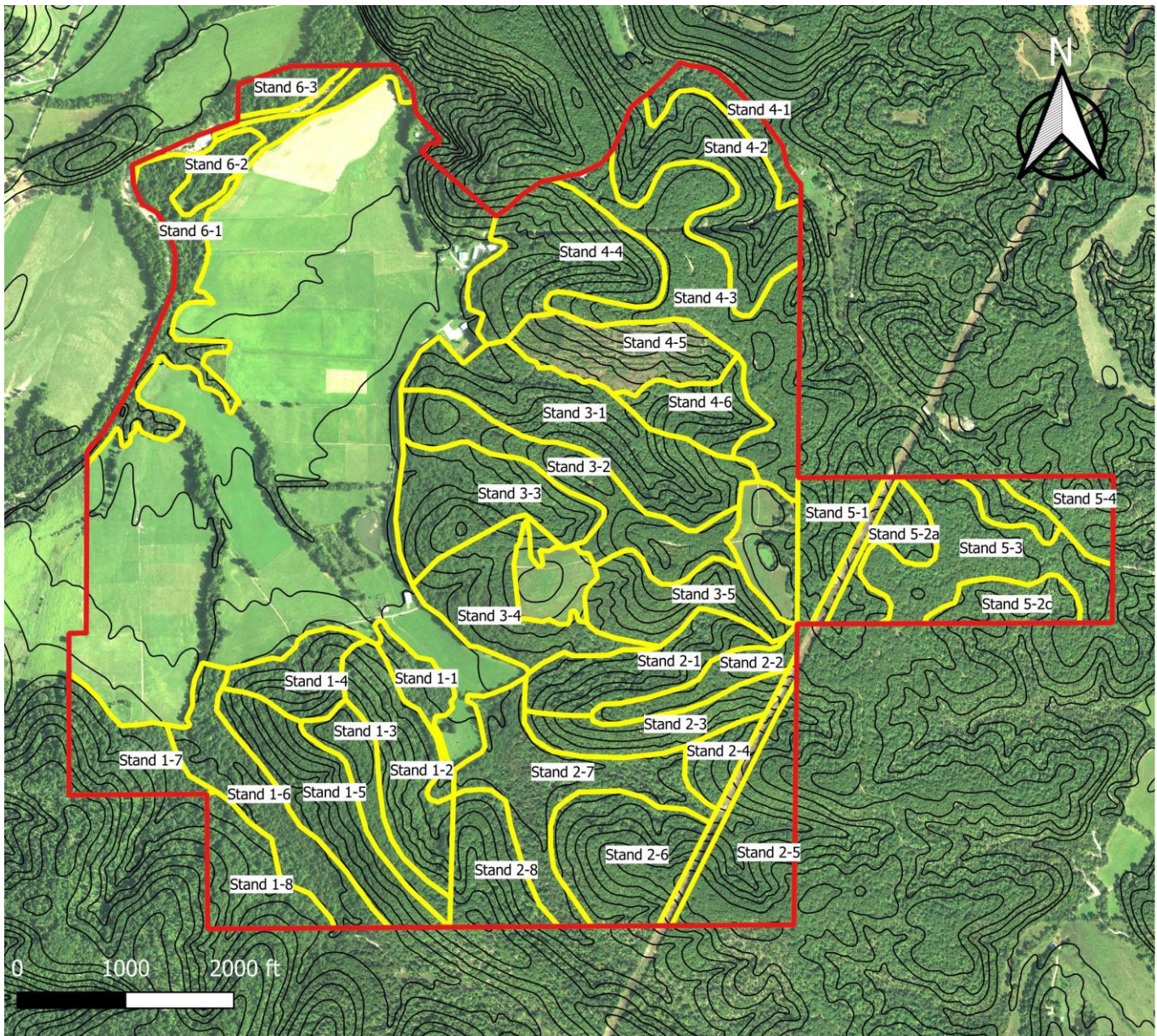


Figure 1.

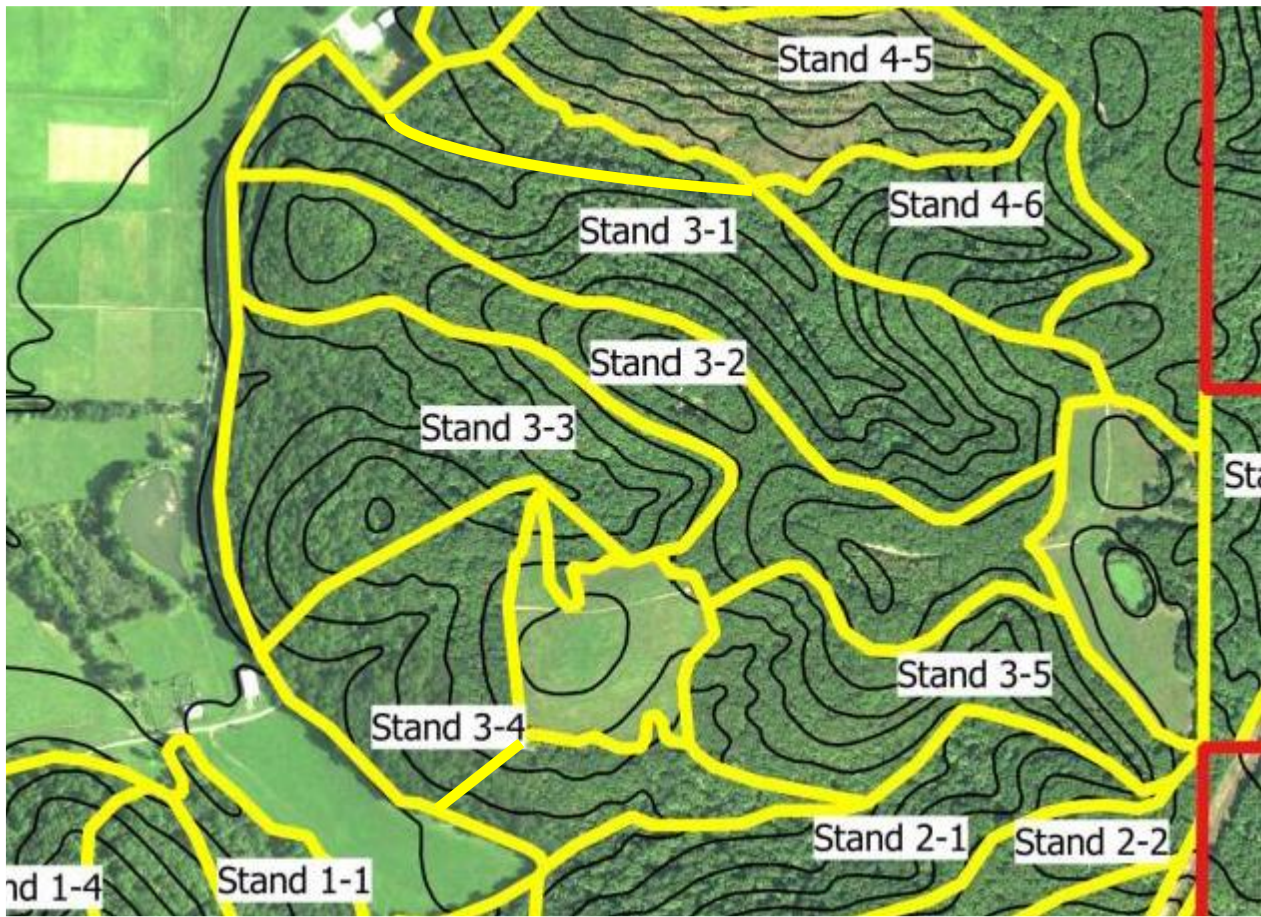


Figure 2. Map of the timber sale area: all but the northwest corner of 3-1, all of 3-2, all of 3-3, and all but the southeast corner of 3-4. Stands 3-1, 3-2, 3-3, and 3-4.