

# PROSPECTUS

## Tamiyel Logging Unit

### COEUR D'ALENE INDIAN RESERVATION

**THIS TIMBER IS NOT SUBJECT TO EXPORT RESTRICTIONS OR SUBSTITUTION LAWS.**

#### INTRODUCTION

Coeur d'Alene Tribal Forestry offers for sale by sealed bid, in accordance with 25 CFR 163, an estimated 880 thousand board feet (MBF) of sawlogs and 120 tons of tonwood from the Tamiyel Logging Unit. Bids will be opened at the Coeur d'Alene Tribal Forestry Building, Agency Road, Plummer, Idaho 83851 on June 21, 2011. No bids will be accepted after 10:00AM local time, except as allowable by TERO Ordinance and CDA Resolutions 346(2003) and 279(2004). Only bids from entities that have a current Coeur d'Alene Tribal Business license will be accepted.

This prospectus is furnished to acquaint you with the principal requirements and features of this logging unit. If its wording or meaning disagree with the contract, the contract is final and binding. No guarantee is made of estimated volumes or timber quality mentioned herein. You may wish to discuss complete contract obligations with the forestry staff at the Coeur d'Alene Tribal Forestry Department in Plummer, Idaho. Arrangements may be made to examine the sale area and you are urged to make such examination and to make an independent assessment to determine your bidding decisions. Each bidder must be prepared to assume full responsibility for the success of the operation under contract terms at the price bid.

#### BIDDING PROCEDURES

Acceptable bids must be submitted in duplicate, on forms provided, in a sealed envelope marked outside "Proposal for Timber, Tamiyel Logging Unit" and sent to the Acting Superintendent, Coeur d'Alene Agency, P.O. Box 287, Plummer, ID 83851, or hand delivered to the Coeur d'Alene Tribal Forestry Building, 215 Agency Road, Plummer, ID 83851. Each bid must state the price per net thousand board feet (MBF), Scribner Decimal C log scale that will be paid for sawlogs cut and scaled. Minimum bid prices for the Tamiyel Logging Unit are:

- 390 MBF PP sawlogs at \$180.00 per MBF
- 420 MBF DF/WL sawlogs at \$180.00 per MBF
- 70 MBF GF/OS sawlogs at \$170.00 per MBF
- 120 Tons All Species-Tonwood at \$ 15.00 per ton

The Tamiyel Logging Unit contains minor amounts of the following products that are not biddable items. These include:

Western Redcedar Sawlogs	\$360.00 per MBF
Bluestained Pine Sawlogs	\$10.00 per MBF
Pulp and other products	\$2.00 per TON

Bidders must also submit a current signed copy of their Tribal Business license to expedite the award process. Indian preference will apply per TERO Ordinance. Bidders claiming Indian Preference Logging certification must submit verification of Indian Preference Logging Contractor status to be considered for Indian Preference.

A deposit with bid, in the amount of \$10,000.00 in the form of a cashier's check, bank draft, certified check, cash, or postal money order, payable to the Bureau of Indian Affairs must accompany each sealed bid. The deposit of the apparent high bidder and of others who submit written requests to have their bids considered for acceptance will be retained pending acceptance or rejection of bids. All other deposits will be returned.

PERIOD OF CONTRACT

The contract provides that all designated timber shall be cut and paid for on or before September 30, 2011. All other obligations shall be completed by October 31, 2011.

LOCATION

The sale area is located approximately 5 air miles south of Plummer, Idaho consisting of 160 forested acres within the property boundary of which 109 acres are to be treated. The legal description is:

Allotment 353: the SE¼ of Section 7 of Township 45 North, Range 4 West, Boise Meridian, Benewah County, Idaho.

*Mileage to Area Wood Product Processing Facilities*

Bennett Lumber Products in Princeton, Idaho	39
Idaho Forest Group, Chilco, Idaho	55
Stimson Timber Company, Plummer, Idaho	15.6
Boise Cascade, Kettle Falls, Washington	120
Stimson Timber Company, St. Maries, Idaho	31
Potlatch—St. Maries, Idaho, Idaho	30

TIMBER CRUISE SUMMARY

The following cut volume data was estimated from a tree measurement cruise (73 variable plots) on approximately 109 acres. Overall sampling error for standing board foot volume per acre (cut and leave) was 6 percent.

The above plot cruise data is based on preferred lengths of 16.5 feet, with some length adjustments to clear defect or to utilize trees to the top diameter of 6 inches on all species. As seen below, Table 2 shows the log diameter classes by species and size class as distributed by 16-foot log lengths in Forest Projection Systems software.

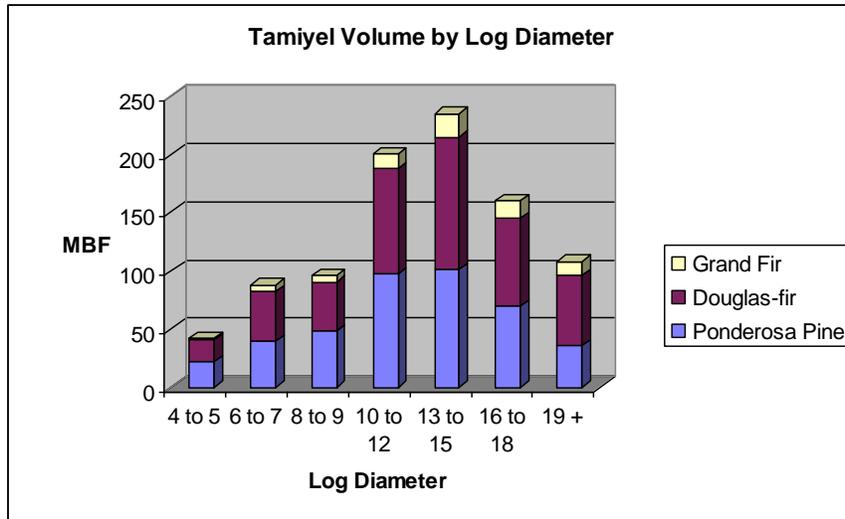
*Table 1. Averages by Species and Sale*

	<i>Ponderosa Pine</i>	<i>Douglas-fir and Western Larch</i>	<i>Grand Fir and Other Species</i>	<i>Average or Total</i>
<i>Average DBH (inches)</i>	16.7	16.0	17.3	16.4
<i>Net Board Feet per Log</i>	54	61	73	58.9
<i>% Defect</i>	11.7	14.3	12.6	13.0
<i>Trees to Cut</i>	2,339	2,261	295	4,894
<i>Net MBF</i>	390	421	69	880

*Table 2. Board foot volume (MBF) and percent of total sawlogs by log diameter (inches) and species summary*

<b>Species</b>	4 to 5	6 to 7	8 to 9	10 to 12	13 to 15	16 to 18	19 plus	Total	6"+ only
PP	21	39	48	98	101	69	35	412	390
Percent	NA	10	12	25	26	18	9		100
DF&WL	18	42	42	90	112	75	59	440	420
Percent	NA	10	10	21	27	18	14		100
GF&OS	1	5	6	12	20	15	12	70	70
Percent	NA	8	7	17	29	22	17		100
Total	40	86	96	200	233	159	106	922	880

Percentages based on 6" and greater log volume  
 40 MBF of 4" to 5" converted to 270 tons of tonwood based on 7 tons/MBF for PP and 6.3 tons/MBF other species (PP tonwood not included in logging unit volume estimate)



**TIMBER MARKING.**

This sale has trees marked for cut painted in BLUE and trees marked for leave painted in ORANGE. Paint marks are on 2 sides and/or full bands near eye level of the bole and a butt mark below stump level.

The purchaser will be penalized for cutting designated leave trees even if the cutting is accidental. Trees in all units containing less than the minimum specifications may be removed at the purchaser’s option if designated for cutting. Cut and leave designations for any tree may be canceled and/or changed by the Officer in Charge at any time.

**TIMBER SALE ACCESS**

From US Highway 95, the timber sale area can be accessed by taking the graveled Windfall Pass Road 0.75 miles east and then 0.3 miles north on graveled Smith Lane and then east on native surface roads for 1.2 miles through Allotments 41, T57, and 372. The native- surface roads are typically wet and muddy from late fall until late spring in normal years. They have become damaged by frequent wet-weather use, and will require surface blading prior to start of operations.

**ROAD MAINTENANCE**

**Road repairs:** The existing road system becomes rutted seasonally due to use by vehicular traffic. Surface smoothing and blading will be necessary prior to commencement of logging operations. Culvert maintenance is required in one location that will require the placement of approximately 6 cubic yards of pit run rock material on the road above and on both sides of the existing culvert. At another location, removal of an existing culvert and replacement with a 36 inch by 20 foot CMP is required, along with associated armoring of the inlet. On roads above these two culverts, rolling dip construction and rocking is required to divert road runoff from the stream crossing. A payment of **\$1,300** from the purchaser is required 30 days after acceptance of bid and before roadwork commences for all rock estimated for this work which will be delivered to the site by the Tribe. Ten loads of rock (approximately 60 cubic yards) are estimated for this work.

**Final maintenance** will include blading to remove berms and fill any ruts or other damage and installation of rolling dips and/or water bars. Final maintenance cost should be low due to gentle terrain and easily graded silt loam soils. Approximately 3.4 miles of road will require final maintenance.

**EROSION CONTROL**

The purchaser shall maintain roads and landings in passable condition, with cross drainages installed prior to move-out that are suitable to handle spring run-off. Skid trails shall be waterbarred seasonally, and/or before moving out equipment. At the completion of operations, roads shall be seeded to grass, smoothed and cross ditched as specified by the Officer in Charge.

## LOGGING RESTRICTIONS

Skid trails that cross streams or seeps shall not be used without approval by the Officer in Charge and shall require protective measures for the channel and banks. Liquidated damages will be charged for any unauthorized stream crossing in the amount of \$500.00 per crossing. Operations shall be suspended during periods of high soil moisture, as determined by the Officer in Charge. Damage from other unauthorized activities or negligence by the purchaser will be assessed at ten cents per square foot (\$4,356/acre) of area affected.

Equipment must be maintained to prevent leaking fuel, lubricant or hydraulic fluid, including during re-fueling and adding or changing lubricants or fluids.

Occasional trees are designated for cutting on edges of crop fields. The purchaser should plan on taking extra measures to cause these trees to fall into the timber stand, or plan for extensive cleanup including digging out buried limbs, and raking debris if trees are felled into a field.

Warning signs will be required on Windfall Pass Road during periods of active hauling. The Officer in Charge may require special measures to ensure safe working conditions.

## SCALING PROVISIONS

Scaling shall be by third party scaling service authorized to scale Indian logs (or by USDA Forest Service scalers at approved sites), except that waste material as defined in B7.4 shall be scaled by Tribal Forestry. The Purchaser shall employ and pay scaling charges directly to the scaling service, unless the Approving Officer authorizes the Purchaser to deposit funds with the Coeur d'Alene Tribe for payment to the scaling service. Third party scaling by the consuming mill may be authorized by the Approving Officer through approval of a Consumer Scale Authorization and Third Party Scaling Agreement with the consuming mill(s).

If the Purchaser is the consuming mill, an Addendum to the Consumer Scale Authorization must be approved, requiring that an independent producer (logging sub-contractor) must cut and skid the timber to be scaled and that the basis for payment between the two parties will be based on scale.

It is planned to use 100 percent scaling by volume for sawlogs and 100% weight scale for tonwood and pulp. Tonwood and pulp shall be visually checked at the landing, and any pieces meeting sawlog specifications shall be removed from the load/deck or expanded to count loads and billed at the bid rates for sawlogs. The scaling frequency is subject to change by the Officer in Charge, based on the variation in value of the loads scaled, to ensure an adequate sample.

## SLASH AND CULL TREE DISPOSAL

Along roads, landings, and in seed tree units where machine piling is directed, accumulated slash and woody debris shall be grapple piled for biomass efforts or burning. Slash remaining from previous harvest operations or from insect, wind, or other damage shall be re-piled with current harvest slash. The Officer in Charge may require re-piling if slash piles contain excessive dirt. All slash compliance must be complete prior to removing equipment.

Slash piles shall be located outside the drip ring edge of the nearest trees, a distance of at least 1½ times the average diameter of the slash pile. When stand conditions make compliance with the preceding statement impractical, slash piles shall be kept less than 10 feet in diameter and spaced from leave trees as far as possible, as directed by the Officer in Charge. Avoid dirt in slash piles. Cull logs skidded into landings must be compactly decked, separated from slash and not burned.

## NOXIOUS WEEDS

Skidding equipment shall be washed seasonally prior to move-in. Washing shall be sufficient to remove weed seeds from the equipment. The Officer in Charge additionally may require washing of skidding equipment prior to movement to a different location.

## UTILIZATION

Timber shall be cut to fully utilize the merchantable material and to yield the maximum stumpage value. Timber cut into lengths or products of lesser value shall be scaled as if cut to yield the maximum value of products covered by the contract.

The purchaser shall ensure that all merchantable material that is designated to be cut is removed from the sale. All waste in improper long butts, tops, broken and partially sound logs, missed logs or trees, and trees designated for cutting that are not removed shall be scaled by Tribal Forestry and paid for by the purchaser.

#### PAYMENT FOR TIMBER

The purchaser shall pay for timber in advance of cutting through advance payments and advance deposits in the form of cashier's check or electronic funds transfer. Payments and deposits are due on the date specified in the written requests from the BIA/Tribe.

#### ADVANCE PAYMENT

An advance payment equal to 10% of the contract stumpage value is due within 30 days from the date of contract approval and before cutting begins. Advance payments are not refundable.

#### ADVANCE DEPOSIT

The contract requires that timber will be paid for in advance of being cut. This shall be accomplished by maintaining an account of advance deposits, which the Purchaser will pay into at regular intervals during the course of operations to maintain a minimum balance.

After the bid has been accepted by the Approving Officer and the contract has been executed, a required Log Plan meeting will be held with the Purchaser to determine the specifics of the planned harvest operation. The advance deposit will then be calculated by multiplying the average volume of the monthly production during the Purchaser's usual or average planned season of operations by the bid price for all sawlogs and products of the estimated volume. A minimum balance of at least \$10,000.00 must be maintained in the advance deposit account at all times.

Refunds of surplus account balances shall be made to the purchaser upon closure of the sale.

#### PERFORMANCE BOND

A performance bond in the amount of \$22,500.00 shall be furnished by the Purchaser within 30 days of the acceptance of the bid or before logging operations commence, whichever is sooner, and shall be retained for the duration of the contract to ensure satisfactory performance by the Purchaser. The bond may be in the form of a cashier's check, Irrevocable Letter of Credit, or other form acceptable to the Approving Officer.

#### OTHER PAYMENTS

A payment of \$6,900 is required for slash pile disposal and tree planting. This payment is due by the final cut-and-pay date or within 30 days of final invoicing whichever is first.

#### TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

Coeur d'Alene Tribal Forestry operates under an Indian preference labor ordinance. The Tribal Employment Rights Ordinance (TERO) which requires that Indian subcontractors be given preference for hiring. Before bidding, prospective bidders should contact the following office to obtain full information regarding qualifications, availability and other requirements for Indian subcontractors to claim TERO preference. All bidders are required to obtain a Coeur d'Alene Tribal Business license prior to submitting a bid. Business licenses can be obtained from the TERO office indicated below. The purchaser and any subcontractors will be required to submit a TERO compliance plan to the TERO director for approval and a copy to Tribal Forestry prior to commencement of operations each season.

Coeur d'Alene Tribal Employment Rights Office (TERO)  
P. O. Box 408, 850 A Street  
Plummer, ID 83851  
Telephone: (208) 686-6107

## FINANCIAL STATEMENT

Before officially accepting the bid, the Coeur d'Alene Tribe may require a financial statement from a corporation, partnership, or individual who has not previously purchased timber from the Coeur d'Alene Tribe/BIA.

## CONCLUSION

Additional Information may be obtained from Kurt Mettler at the Coeur d'Alene Tribe Forestry Department, P. O. Box 408, Plummer, ID 83851 at (208) 686-1315, or Barbara Scaroni at (208) 686-2074. Prospectus, sample contract, and bid forms may be obtained by contacting the Forestry office or online from the Tribal website under natural resources/forestry at [www.cdatribe-nsn.gov](http://www.cdatribe-nsn.gov).



(Map is not to scale)