

PROSPECTUS

2020 Mrs Theodore II 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 3,680 MBF of merchantable timber and 400 tons of Mixed Fir Species tonwood on the Mrs Theodore II Logging Unit. Bids will be opened at the Coeur d’Alene Tribal Forestry Office, 402 Anne Antelope Avenue, Plummer, Idaho 83851 on August 26, 2020. No bids will be accepted after 10:00 AM local time. 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 some of the requirements and features of this logging unit. If its wording or meaning disagrees with the contract, the contract is final and binding. We urge you to discuss complete contractual obligations with the forestry staff at the Coeur d’Alene Tribal Forestry Office in Plummer, Idaho. Arrangements may be made there for examination of the sale unit. No guarantee is made of the forest products volume or quality mentioned herein. You are urged to make your own independent estimates 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, 2020 Mrs Theodore II Logging Unit” and sent to Tribal Forestry, P.O. Box 408, Plummer, ID 83851, or hand delivered to the Forestry Office at the Natural Resource Building, 402 Anne Antelope Avenue, 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 202 Mrs Theodore II Logging Unit are:

Ponderosa Pine Sawlogs	\$180.00 per MBF
Douglas-fir and Other Species Sawlogs	\$230.00 per MBF
Mixed Fir Species – tonwood (log diameters 4 to 5.5 inches—non-biddable)	\$25.00 per TON

The Mrs Theodore II Logging Unit contains minor and/or unestimated amounts of All Species—Pulp Logs products. Pulp logs can be removed at the purchaser’s option for \$2.00 per TON.

Bidders must also submit a completely signed copy of their Tribal Business license to expedite the award process.

PERIOD OF CONTRACT

The contract provides that all the timber designated for cutting will be hauled and scaled on or before September 30, 2021. All other contract obligations will be completed by October 31, 2021. Increased stumpage rates can be expected on volume hauled and scaled after September 30, 2020, if an extension is granted.

LOCATION

The contract area is located north and east of Tensed, Idaho in the low foothills east of the farm land. There are two main access points from US Highway 95. The north end of the sale can be reached by taking the Benewah Road east to various side roads that enter the logging area. The south end of the sale is reached from Tensed, Idaho, on the Old Tensed Road. Taking the Old Tensed Road north, a native surface road enters the timber. The sale area is approximately 50 miles south of Coeur d'Alene, Idaho. The entire area is located in Benewah County, Idaho. Approximately 832 acres are to be cut within the 2,127 acre logging unit.

Mileage to Area Wood Product Processing Facilities

Bennett Lumber Products in Princeton, Idaho	30
Boise Cascade, Kettle Falls, Washington	142
Boise Cascade, Arden, Washington	123
Idaho Forest Group, Chilco, Idaho	63
Idaho Forest Group, LaClede, Idaho	102
Idaho Forest Group, Lewiston, Idaho	71
Potlatch Lumber Company, St. Maries, Idaho	37
Stimson Timber Company, Plummer, Idaho	17
Stimson Timber Company, St. Maries, Idaho	38
Swan Lake Fiber Company, St. Maries, Idaho	38

SPECIAL CONSIDERATIONS: OPERATING SEASON

Operations are restricted to the period between June 1 and October 31 of any year. No cutting shall be allowed prior to June 30 unless the Purchaser agrees to and performs special slash disposal tactics. Tribal Forestry shall approve tactics required to limit infestation by pine engraver beetles (*Ips pini*). These tactics may include burning or chipping slash at landings, or other special treatment. Operations other than cutting shall be at the discretion of the Officer in Charge to provide security for wildlife and to prevent damage to roads.

There is no minimum cutting requirement in 2020, but the Purchaser is advised to use some field crossings in late summer.

TIMBER CRUISE SUMMARY

Cruise volume in areas marked to cut was estimated by measuring every cut tree diameter at breast height (DBH) to the nearest one-inch diameter class with a Biltmore stick and using Forest Projection and Planning System (FPS) software to predict heights and to calculate gross volume per tree. Approximately 14,600 trees are marked for cutting.

Tables 1, 2, and 3 below display volume by allotment per species and other information. PP designates ponderosa pine; DF is Douglas-fir; GF is grand fir; LP is lodgepole pine; OS is other species. No pine is included in the tonwood estimate.

The timber sale was marked in 2017 and 2018. There has been some recent tree-kill from bark beetles since the sale was marked. It is not known whether mortality has exceeded growth on individual allotments or on the sale area overall.

Table 1: Harvest Volume By Allotment

2020 Mrs Theodore II information

Allotment	Total Acreage	Harvest Acres	(MBF)		(MBF) Total Sawlog Volume	(TONS) TONWOOD
			Volume PP DF&OS			
69A	80	42	85	5	90	0
281	160	26	30	0	30	0
282	160	10	30	0	30	0
289	160.66	100	240	30	270	75
292	160	45.3	190	350	540	90
307	160.13	90	270	0	270	0
308	160.28	66	150	0	150	0
310	164.76	123	180	350	530	165
312	160	102	570	270	840	70
316	160	58	160		160	0
317	160.25	42	170		170	0
338	160.93	40	230	10	240	0
438	159.77	69	75	5	80	0
T330	120	19	280	0	280	0
Total	2,126.78	832.3	2,660	1,020	3,680	400

Table 2: Volume by Small End Log Diameter and Species

(Discrepancies between these two tables are due to combining log diameter data from separate sources)

Diameter	PP	%	DF	%	GF	%	WL	%	TOTAL	%
6	81	3.0	31	3.0	9	3.0	1	13.6	122	3.3
7	105	3.9	42	3.9	10	3.9	3	15.2	160	4.4
8	83	3.1	34	3.1	4	3.1	1	6.1	122	3.3
9	107	3.9	39	3.9	3	3.9	3	4.5	152	4.1
10	136	5.0	45	5.0	4	5.0	3	6.1	188	5.1
11	128	4.7	66	4.7	8	4.7	3	12.1	205	5.6
12	163	6.0	57	6.0	3	6.0	3	4.5	226	6.2
13	167	6.2	52	6.2	4	6.2	1	6.1	224	6.1
14	188	6.9	53	6.9	2	6.9	6	3.0	249	6.8
15	172	6.3	48	6.3	1	6.3	0	1.5	221	6.0
16	206	7.6	64	7.6	4	7.6	3	6.1	277	7.5
17	146	5.4	71	5.4	1	5.4	1	1.5	219	6.0
18	176	6.5	65	6.5	2	6.5	2	3.0	245	6.7
19	139	5.1	19	5.1	2	5.1	0	3.0	160	4.4
20	714	26.3	181	26.3	9	26.3	0	13.6	904	24.6
Total	2711	100	867	100	66	100.0	30	100	3674	100

Table 3. Estimated volume and minimum acceptable bid

Product	Estimated Amount	Minimum Bid	
Ponderosa Pine Sawlogs	2,660 MBF	\$180.00	per MBF
Douglas-fir and Other Species Sawlogs	1,020 MBF	\$230.00	per MBF
Mixed Fir Species Tonwood	400 Tons	\$ 25.00	per TON (non-biddable)

Any dead Douglas-fir or western larch material brought into the landing that is not sawtimber or tonwood shall be piled separately at the landing and not removed.

Dead ponderosa pine that is designated for cutting that does not contain Green Ponderosa Pine Sawlogs shall be cut only if the Purchaser is removing Pulp Logs. It shall not be cut if the Purchaser is not removing this product.

T IMBER MARKING

- (a) **Cut Tree Marking.** Trees to be cut are designated by paint marks on the bole near eye level and a butt mark below stump height with BLUE paint in Allotments 282, 307, 317, and 438; with ORANGE paint in Allotments 281, 312, and 316; with WHITE paint in Allotments 289, 310, and 338; and with YELLOW paint in Allotments 69A, 292, and 308. All trees so marked shall be cut and tested for merchantability.
- (b) **Leave Tree Marking.** Trees to be left are designated by paint marks on the bole near eye level and a butt mark below stump height with ORANGE paint in the seed tree unit in Allotment 292 and in Tribal Allotment 330; with BLUE paint in the seed tree unit in Allotment 310, and with WHITE paint in the seed tree unit in Allotment 312. All unmarked trees shall be cut and tested for merchantability.
- (c) Tree designations may be changed by the Officer in Charge by painting over each mark with black paint or “X’d” out at both the eye level and butt mark, and such trees shall be treated as unmarked trees.

Additional timber may be designated for cutting during the life of the contract. The purchaser will be required to cut and pay for any additional timber designated for cutting.

ROAD CONSTRUCTION AND MAINTENANCE

Existing roads can be used to access most of the contract area. Road work needed consists of installation of three 24”X24’ CMP followed by rocking and straw application at 6” depth to exposed soil.

Field crossings are needed to access some timbered areas. These crossings are allowed after harvest and before the next year’s crop is planted. Some timber is accessed by using bluegrass field firelines as haul roads. Field crossings used for log truck haul must be bladed prior to move-out if significant rutting occurs. Bark and other debris in crop fields resulting from the purchaser’s operations must be completely removed.

Roads must be maintained while in use as directed by the Officer in Charge. Road work required of the purchaser is expected to consist primarily of maintaining satisfactory drainage on roads. Construction of cross ditches and removal of any material that would impede runoff will be required prior to seasonal cessation of operations or periods of heavy runoff. If warranted, dust abatement measures will be required around residences or in the interests of safety. At the completion of logging, necessary maintenance and repairs to un-surfaced roads must be completed by the purchaser.

After final road maintenance, approximately 9 miles of secondary haul roads, spur roads, landings, and exposed skid trails shall be seeded with an approved grass and fertilizer mix provided by the purchaser. Roads and skid trails used during 2020 shall be water barred after operations are completed for the season. Roads and portions of roads that will not be used again in the 2021 season shall be grass seeded prior to seasonal move-out in 2020.

LOGGING RESTRICTIONS

The season of operation is restricted to the months of June through October. **Before operations commence on the ground, a written plan detailing landing location and proposed skid trail locations shall be prepared and approved by the Officer in Charge.** This plan shall become a part of the logging plan.

Operations may be suspended for such periods as the Officer in Charge may deem necessary to avoid excessive damage when ground conditions are unfavorable.

No operation of felling or skidding equipment will be allowed within delineated Riparian Management zones. Operation of equipment within 25 feet of any intermittent stream must have prior approval of the Officer in Charge. All stream crossings must be designated and approved in advance in writing by the Officer in Charge. Rock, culverts, log corduroy, PVC pipe bundles, or a similar acceptable substitute may be required. Acceptable substitute requirements:

1. Must be able to allow unimpeded runoff passage during storm events
2. Must maintain stream bank stability
3. Must maintain integrity of stream bottom

Operation of skidding equipment will only be permitted on dry or frozen soils. Liquidated damages may be assessed for unauthorized stream crossings, soil damage from unauthorized skid trail and/or landing construction, and soil loss resulting from improper water bar installation. The amounts will be set at \$500.00 for each unauthorized stream crossing and at ten cents per square foot of soil damaged or lost by improper skid trail, landing, or water bar installation.

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 shall be scaled by Tribal Forestry. 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.

The planned scaling frequency is 100 percent.

All ponderosa pine sawlogs shall be considered green ponderosa pine sawlogs for payment purposes.

SLASH AND CULL TREE DISPOSAL

Whole tree skidding of trees is required. Limbing and topping, as directed by the Officer in Charge, may be required to protect established regeneration. Slash depth remaining after skidding must be no higher than three feet and no closer than three feet from residual trees. Excessive slash remaining in the unit such as broken branches shall be piled, lopped and scattered, or treated through other methods as directed by the Officer in Charge. Damaged conifer regeneration resulting from the purchaser's operations shall be cut. Slash remaining from previous harvest operations or from insect, wind, or other damage shall be re-piled with current harvest slash. Landing slash shall be compactly piled, free of dirt, and at a distance from live trees where no damage will occur during pile burning. Cull logs skidded into landings must be compactly decked, separated from slash and not burned.

Directional falling and pre-designated skid trails shall be utilized to minimize damage to established regeneration.

The purchaser will not be responsible for burning.

The purchaser shall obtain and furnish a copy of the Certificate of Slash Disposal Compliance from the Idaho Department of Lands to the Coeur d'Alene Tribal Forestry Department before beginning operations.

DEPOSIT WITH BID

A deposit with bid, in the amount of THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) in the form of cashier's check, bank draft, 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. Deposits of the unsuccessful bidders will be returned.

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 a form acceptable to the Approving Officer. Payments and deposits are due on the date specified in the written requests from the BIA/Tribe.

ADVANCE PAYMENT

Advanced payments equal to 25% of the contract stumpage value are due within 30 days from the date of the subsidiary contract approval and before cutting begins. These advance payments shall be credited against the allotment timber as it is cut and scaled at the contract stumpage rates. 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. The minimum advance deposit and minimum balance shall be calculated based on the bid rate and expected monthly production of the purchaser.

After the bid has been accepted by the Approving Officer, 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.

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

PERFORMANCE BOND

A performance bond in the amount of \$37,000 shall be furnished by the Purchaser within 30 days of the acceptance of the bid, 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 or other form acceptable to the Approving Officer.

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.

TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

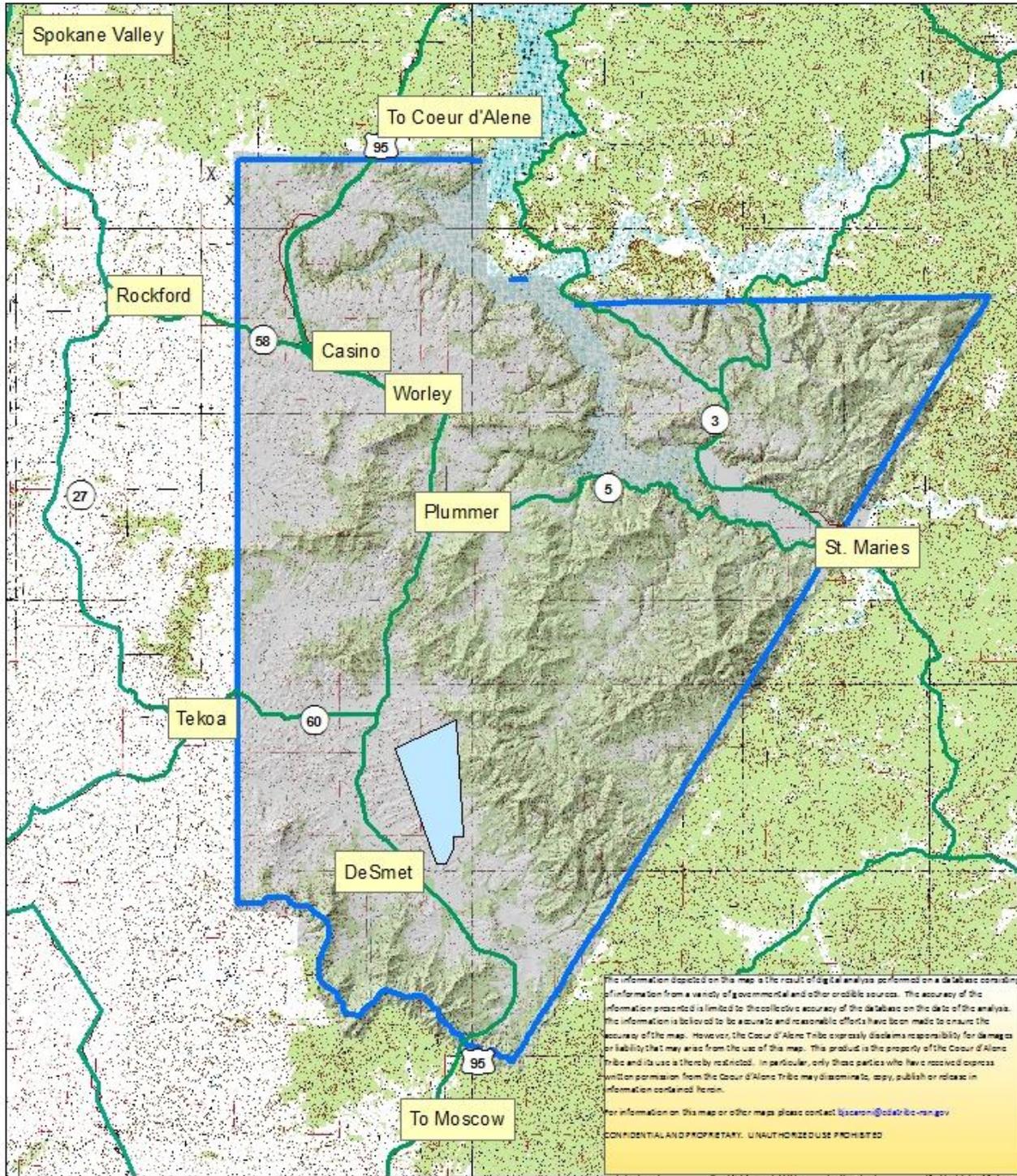
Coeur d'Alene Tribal Forestry operates under an Indian preference labor ordinance. The Tribal Employment Rights Ordinance (TERO) requires that Indian subcontractors be given preference for hiring. Before bidding, prospective bidders should contact the following office to obtain full information regarding 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 provide a notification to proceed to Tribal Forestry each season.

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

CONCLUSION

Additional Information may be obtained from Norris Boothe at the Coeur d'Alene Tribe Forestry Department, 402 Anne Antelope Road, P. O. Box 408, Plummer, ID 83851 at (208) 686-1704. 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.

Vicinity Map



Date: 2/7/2019

0 2.5 5 10 Miles

-  Highway
-  Timber Harvest Area
-  Coeur d'Alene Reservation Boundary