

**GENERAL PROSPECTUS FOR THE SALE OF PINE NUTS  
FOR NEVADA'S BATTLE MOUNTAIN, ELKO,  
AND ELY DISTRICTS.  
BUREAU OF LAND MANAGEMENT  
2006**

1. GENERAL

This prospectus is being furnished to acquaint you with the principal requirements of the 2006, pine nut sale offering. In the event of conflict with the information herein contained, the advertisement, bid form and contract govern. No guarantee is made of the estimated number of pounds or quality as stated. The attached forest product sale advertisement and bid forms give information on sale areas, minimum acceptable bid prices, date, time, and place the bids will be opened. Details of the contract should be reviewed before bidding. A sample contract may be obtained from any of the offices listed above for their respective agency.

2. BIDDING PROCEDURES

Bidding will be a combination of written and oral bids. Submission of the required security deposit and a written bid at not less than the advertised appraised price shall be required to participate in oral bidding. Security deposits and written bids may be submitted anytime prior to the oral auction of each pine nut unit. Oral bidding to determine the high bidder shall begin from the highest written bid after closure of the submittal period. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. The declared high bidder must confirm his oral bid in writing immediately after the sale, however, failure to do so shall not relieve him of his purchase obligation.

3. SALE SPECIFICATIONS

Pine nuts within each sale area boundary may be gathered unless specifically designated to be left. The successful bidder of each sale may gather only the quantity of pine nuts bid for. Additional pine nuts within each sale area may, however, be purchased at the bid price, but must be paid for prior to harvest.

4. REGULATIONS ON GATHERING (See contract for additional provisions)

1. Harvest is to be made only on public land within the designated contract area.
2. Felling, pruning, beating, the use of mechanical harvesters or other intentional damage of trees to harvest nuts or for other uses will not be tolerated.
3. No road or trail construction will be permitted.

4. **The public may gather pine nuts from within the sale boundary without interference from purchaser.**
5. If the authorized officer determines that other use of the contract area will not seriously interfere with the purchasers operation, simultaneous use may be allowed.
6. No cones or pine nuts will be removed from the sale area until measured by a BLM official.
7. All proposed camping area locations must be approved in advance by the BLM's authorized officer.
8. Residual cones/chaff will remain the property of the United States. Disposal methods for residual cones and chaff shall be agreed on in writing after a processing site has been approved. The sale of residual cones or chaff will be made on a negotiated basis under a separate product sale contract.
9. Claims deadline for losses incurred due to catastrophic circumstances (drought, frost, insects, etc.) will be October 15, for the year in which the contract was signed. Losses due to animal or bird consumption will not be considered as catastrophic circumstances.
10. Green cones will not be transported to any location outside the sale area boundary unless prior written permission is obtained from the authorized officer. All green cones leaving the sale area will be tallied against the contract at the rate of 5 pounds per bushel of cones.
11. If the authorized officer has determined that continued use of a road will cause excessive damages, the purchaser, upon receipt of written notice, shall immediately discontinue use.
12. The purchaser will be responsible for the removal or disposal of all garbage, trash, litter, discarded equipment or parts, waste material or other refuse resulting from harvesting operations. Areas for disposal will be subject to approval from the BLM's authorized officer.
13. Care must be exercised so as to leave the sale area in a relatively undisturbed condition.
14. The purchaser shall observe and abide by all federal, state, and local laws and regulations as they pertain to the public lands.
15. If the purchaser requires the services of a BLM representative outside of the employees normal tour of duty, the purchaser shall pay all wages including

overtime and all other expenses incurred.

5. SPECIAL REQUIREMENTS

1. **Attach the SEALED BID notice on the lower left corner of your envelope. On the notice, state the date of opening and that you are bidding for pine nuts.**
2. A written bid must be submitted to participate in the oral auction. Written bids will not be accepted after oral auction of the pine nut unit has begun. **Oral auction will begin at 9:00 a.m. Pacific Time on August 4th, 2006**, starting with Unit 1 and running consecutively by unit number.