

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
2 Butte Drive  
Cottonwood, Idaho 83522-5200

TIMBER SALE NOTICE AND PROSPECTUS

The Bureau of Land Management will offer for sale timber as described below.

This document does not contain all contract provisions and exhibits. Contract items listed below are a summary only of certain contract provisions and do not contain the exact wording as shown in the contract. A copy of the timber sale contract, along with all exhibits, is available for inspection at the above office. All bidders should inspect these documents prior to bidding on this sale.

**SALE NAME:** Buffalo Gulch Spruce Salvage  
**CONTRACT NUMBER:** IDC02-C-2023.00000001

1. **DATE, PLACE, AND TYPE OF SALE**

Sealed bids will be received by the Field Manager or his representative by 4:30p.m. PST on July 14, 2023 at the Bureau of Land Management's Cottonwood Field Office, 2 Butte Drive, Cottonwood, Idaho 83522. Sealed bids will be opened on July 17, 2023 at this office location. The high bidder will be notified by phone or mail.

To qualify for sealed bidding, the bidder must submit in a sealed envelope that includes:

- a. Two (2) copies of the bid written on Deposit and Bid for Timber/Vegetative Resource (Form 5440-9). No bids for less than the advertised appraised price listed below (Section 5) will be considered.
- b. Appraised sale price is \$200.00. The required minimum bid deposit is twenty-five dollars (\$25.00). Bid deposits must be in the form of cash, bid bond, money order, bank draft, cashier's check, or certified check only (personal checks will not be accepted).

**Please make checks payable to U.S. Department of Interior – BLM**

The sealed envelope must be clearly marked that it is a "Bid for Timber", together with identifying sale name Buffalo Gulch Spruce Salvage and contract number IDC02-C-2022.00000001.

Bidding will be restricted to those persons complying with Instructions to Bidders form 5440-9 (page 3.), and form 1140-1, Notice of Requirement for Certification of Nonsegregated Facilities enclosed in the Timber Sale contract package.

The unsuccessful bidder(s) bid deposit and bid form will be returned within ten calendar days of the bid opening date.

All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber.

2. **LOCATION OF TIMBER:** Idaho County, Idaho. Within portions of Bureau of Land Management lands in Section 21, T. 29 N. R. 8 E., Boise Meridian. See attached timber sale location and vicinity map, Exhibit A. Total contract area is 8 acres. Total harvest area is approximately 8 acres.
3. **YARDING:** Approximately 8 acres (22,677 bdf) will require a ground-based tractor equipment.
4. **METHOD OF MEASUREMENT:** The volumes listed are estimates only. All units within the sale area were cruised utilizing a 100% Cruise design. The tract was cruised in November of 2022.

**THIS IS A LUMP SUM SALE**

The timber volume by weight measurement shall be paid to the Government at the prices per measurement unit as set forth in Exhibit B.

5. **TIMBER TYPE, VOLUME, AND APPRAISED VALUES:**

SPECIES	VOLUME (Tons)	STUMPAGE (\$/TON)	Pulp/Other Products (\$/TON)	CONTRIBUTED FUNDS (\$/TON)	TOTAL AMT DUE BLM (\$/TON)
Dead Engelmann spruce	100	\$2.00	n/a	\$0.00	\$200.00

6. **DURATION OF CONTRACT:** Duration of the contract will be approximately **Four (4)** months for cutting and removal of timber and will expire **October 31, 2023**. Extensions will not ordinarily be granted.
7. **ACCESS:** From Elk City, Idaho, take the Sweeney Hill Road 1.5 miles. Prior to the cattleguard crossing, turn left onto the West Buffalo Gulch Road to the project area. No limitations or restrictions to access.
8. **SLASH DISPOSAL:** Whole tree yarding to approved landing(s) and roadsides shall be required utilizing grapple equipment.
9. **BONDS:** See Form 5440-9, Deposit and Bid for Timber, Items 7, 10 and 11 for information on bid deposit and bonds. A performance bond in the amount of \$1,000.00 shown in the example *Form 5450-1, Sec. 3* included in your sale package, will be required as a stipulation of this contract.

10. **ROAD CONSTRUCTION AND RENOVATION:**

Sale close-out procedures will include stabilization of road bed and banks as well as removal of any material within the ditch lines to reestablish proper drainage.

11. **SPECIAL CONTRACT PROVISIONS:**

a) To reduce the potential for introduction of noxious weeds to the contract area, the Purchaser shall, prior to moving in motorized equipment to be used in logging and road renovation operations, clean all such equipment to remove all dirt, plant parts and materials that may carry noxious weed seeds. All equipment shall be inspected by the Authorized Officer prior to moving said equipment to the contract area.

b) The purchaser shall provide a written operations and logging plan which shall be approved prior to operations and a pre-work conference is required.

c) Any damage to fences located within the project area are to be avoided at all costs. If damage is to occur, such fences shall be repaired to either the same or an improved condition as found prior to any harvest activities. The contractor shall purchase and replace any portions of the fence damaged beyond repair.

d) In all harvest units all trees eight (8) inches diameter at breast height (DBH) and larger marked in BLUE paint above and below stump height, shall be felled and yarded whole tree to a loading point with merchantable products removed as described in attached Exhibit B.

e) In all harvest Units shown on Exhibit A, all trees designated for cutting shall be felled to existing roads and no equipment will leave the road prism. No skidding shall be allowed when soil moisture is such that it would cause unnecessary soil damage. Any skidding shall be minimized, and tree-lengths shall be yarded towards the line of skid to limit damage to the residual stand.

f) All slash material accumulated on landings shall be piled greater than 30 feet away from leave/reserve trees, fence lines, and 100 feet away from any stream. These piles shall be compact, free from earth, and other non-burnable material. Slash piles will be placed on landings and along roadsides approved by the Authorized Officer.

g) Purchaser shall pile created activity slash using an excavator. Piles shall be compact, free of dirt, and 1.5 times as high as they are in diameter and placed outside the dripline of nearest reserve trees. All slash/brush more than 1 inch in diameter and greater than 3 feet in length shall be piled. All down material shall be piled except for 5 to 10 tons (3 to 5 large pieces) of the largest woody debris that are to be left on each acre. Piles shall be a maximum of 8 feet in diameter by 12 feet in height, and minimum pile size shall be 4 feet in diameter by 6 feet in height at the time of final inspection by the Government. If required to meet resource or

prescribed fire objectives, the Government may designate different maximum pile sizes, minimum sizes or both dependent on the proximity of reserve trees, soil conditions, method of piling and the amount of slash to be piled.

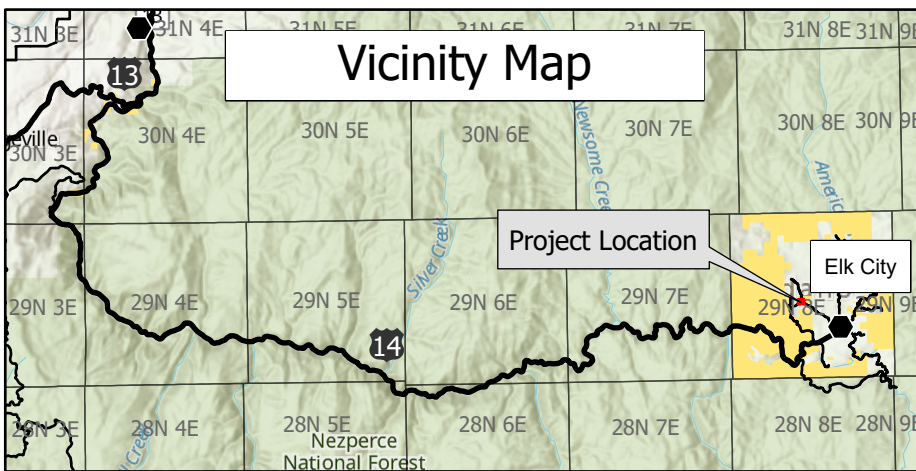
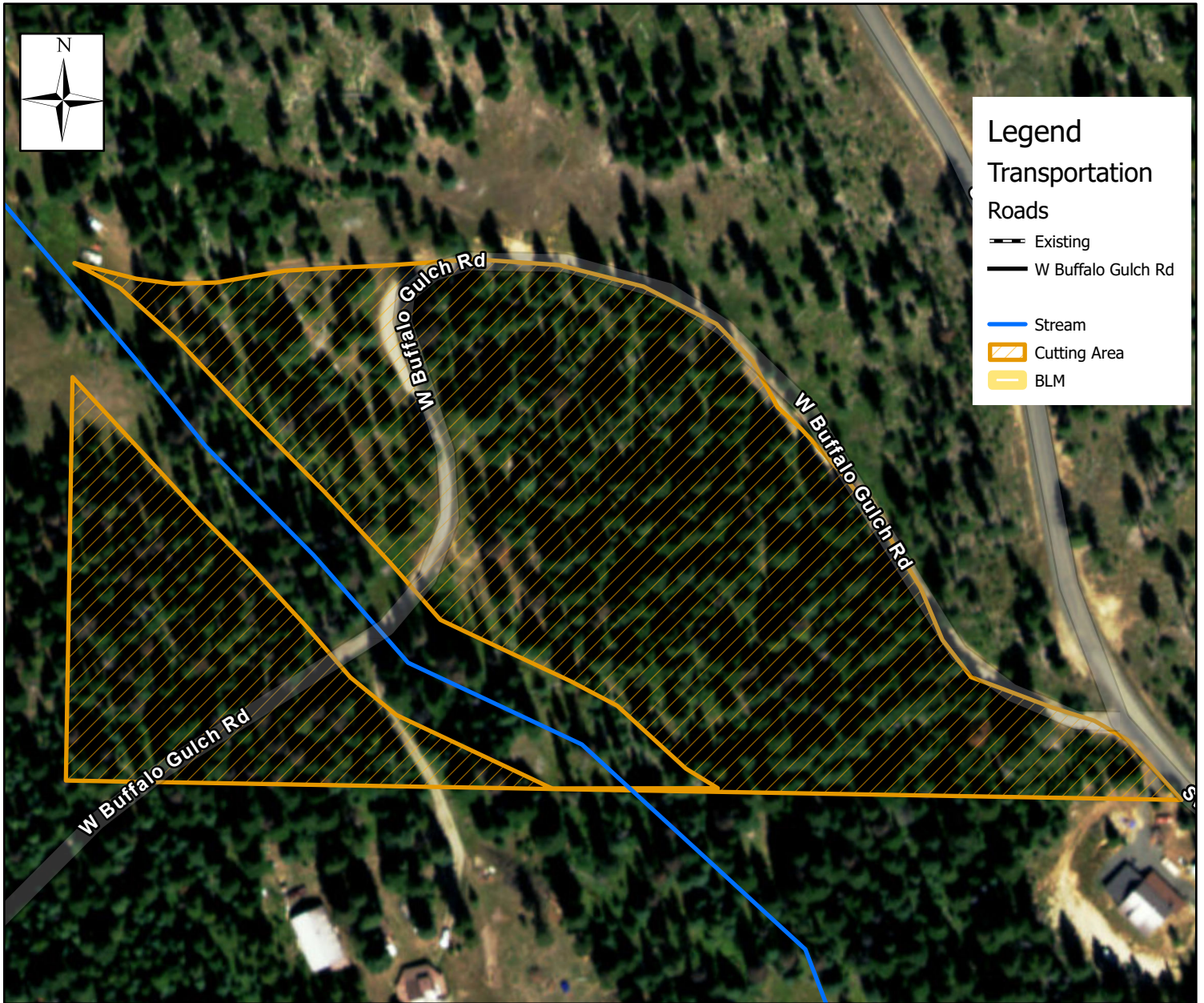
e) the Contracting Officer may suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to:

(1) Comply with a court order or an Interior Board of Land

Appeals stay or remedy or; (3) Protect species which were identified for protection in accordance with management direction established in the ROD and RMP.

# Buffalo Gulch Spruce Salvage

Bureau of Land Management, Cottonwood Field Office  
*Exhibit A*



The surface management status ("land ownership") should be used as a general guide only. Official land records, located at the Bureau of Land Management (BLM) and other offices, should be checked for up-to-date information concerning any specific tract of land.

No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following cannot be made Section 508 compliant. For help with this data or information, please contact the BLM Idaho State Office Webmaster at 208-373-4000.

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**EXHIBIT B**

I. **PURCHASE PRICE** - The Purchaser agrees to pay the Government for the timber sold under this contract in accordance with one of the following schedules.

<b>SPECIES</b>	<b>VOLUME (Tons)</b>	<b>STUMPAGE (\$/Ton)</b>	<b>CONTRIBUTED FUNDS (\$/Ton)</b>	<b>TOTAL AMT DUE BLM (\$/Ton)</b>
<b>Dead Engelmann Spruce</b>	100	\$2.00	\$0.00	\$2.00

II. **MERCHANTABLE TIMBER** - All timber which can be cut into logs which equal or exceed the following specifications shall be considered merchantable timber. The Purchaser shall pay for same in accordance with Section 3 of the timber sale contract at the unit prices shown in I. above:

**Minimum Specifications Table**

SPECIES	PRODUCT	UNITS	MINIMUM SPECIFICATIONS					MAX. STUMP HEIGHT
			MERCHANTABLE TREE		PIECES REQUIRED TO BE REMOVED			
			DIAMETER BREST HEIGHT	MINIMUM NUMBER OF PIECES PER TREE	LENGTH (FEET)	DIAMETER INSIDE BARK AT SMALL END (INCHES)	MERCHANTABILITY	
Sawtimber - All	Sawlogs	Tons	8.0	1	10.0	6.0	33.3%	12"

III. **OTHER TMBER:** If the purchaser elects to remove any logs which do not meet the above minimum merchantable log specifications in Section II of this exhibit, are not designated as other forest products in Section I of this exhibit, and have not been reserved to the Government in Section 17 of the contract, such logs shall be scaled for their merchantable content as provided herein and be paid for in accordance with Sections 1 and 2 of the contract and the prices per measurement unit in Section I of this exhibit. If any timber is of a species or size not listed in Section II of this exhibit (above) or is of a quality different from merchantable timber described herein, the authorized officer shall establish volumes and values in accord with BLM prescribed procedures.

IV. **DETERIORATION CAUSED BY ABNORMAL DELAY:** Scaling deductions made for rot, checks, or other deterioration resulting from abnormal delay in scaling caused by purchaser shall be recorded separately and charged to the purchaser in accordance with Section 2 of the contract.

V. **REMAINING VOLUME:** Remaining volume is defined as *All merchantable and other wood products sold under this contract which is felled or wasted in high stumps, tops, chunks, long butts, logs or broken by careless falling, bucking or logging, or allowed to deteriorate due to abnormal delay in scaling caused by the purchaser shall be scaled as provided herein, and all merchantable and other wood products sold which is not removed from or left standing on the contract area at the expiration of the time for cutting and removal shall be tree cruised or otherwise measured by the Authorized Officer. The sum of the above volumes shall constitute the remaining volume of wood products on the contract area for which the Contracting Officer shall determine the value as provided in Exhibit B of this contract.*

Purchaser shall pay for any material meeting the definition above in accordance with Section 2 of the contract at the prices per measurement unit shown in Section I of this exhibit. To maximize utilization, the purchaser shall buck logs to variable merchantable lengths. If the purchaser fails to buck logs to variable merchantable lengths, the contracting officer may measure unyarded log segments and bill the purchaser for their value.

The contracting officer may determine during operations that the amount of remaining volume found is excessive and/or preventing the attainment of BLM treatment objectives. Upon such determination as directed in writing by the contracting officer, the purchaser shall restring cable yarding lines, re-traverse ground-based yarding areas, and/or re-fly aerial yarding areas; and yard, remove, and present for scaling the material which would otherwise be designated as remaining volume

## VI. SCALING

- A. **Scaling Service:** Log scaling shall be performed utilizing scales that meet the standard for commercial vehicle scales defined in the National Bureau of Standards Handbook 44, current edition.
- B. **Log Rule and Measurement:** Government or contracted scalers will be guided by the following rules in measuring merchantable and other timber sold under the contract:
1. **Diameter** – All diameters shall be measured inside bark and averaged to the nearest inch. For logs twenty (20) feet or less in length, only the small end diameter is recorded. For logs over twenty (20) feet in length, diameters of both ends are recorded to determine total taper. Use standard butt log taper guides in common usage by BLM in recording butt end diameter.
  2. **Length** – Maximum segment length used in BLM scaling standards is twenty (20) feet. Logs over twenty (20) feet in length shall be divided into two (2) or more segments. Logs twenty-one (21) through forty (40) feet shall be scaled as two logs. Logs forty-one (41) through sixty (60) feet shall be scaled as three segments, etc.
  3. **Trim** – For all species, trim allowance shall not exceed twelve (12) inches for logs forty (40) feet in length. For logs over forty (40) feet in length, an additional two (2) inches of trim shall be allowed for each additional ten (10) feet in length or fraction thereof. No minimum trim allowance is specified. Logs exceeding allowable trim shall be scaled to the next one-foot measure in length.
  4. **Deductions for Defects** – The following standard BLM deduction guidelines will be used:

- a. Diameter deductions shall be made for defects such as check, pitch seam, pitch rings, sap rot, lightning scars, and weather checks.
- b. Length deductions shall be made for defects such as shake, rot, conk, sweep, crook, break, spangle, massed pitch, crotch, knot clusters, and stump shot.
- c. Diameter or length deductions shall be made for waste defects such as cat face, rotten knolls, slab, and burls.

The Government, at its discretion, may check scale all scalers. When such checks show a variable in scale in excess of acceptable standards as set forth in BLM Manual Supplement 5320 in two or more consecutive check scales an adjustment to volume reported scaled may be made by the BLM.

- C. **Log Presentation:** The purchaser shall present logs so that they may be scaled in an economical and safe manner.
- D. **Accountability:** When scaling is performed away from the contract area (shown on Exhibit A) as approved by the Authorized Officer, products shall be accounted for as follows, unless otherwise agreed to in writing.

The Purchaser shall plainly mark or otherwise identify products prior to hauling by clearly and legibly painting the last three numbers of the load removal receipts in large black colored paint on the back end of at least three logs in every load transported from the contract area.

The truck driver shall obtain a removal receipt. The Purchaser shall assign a competent individual at the landing to issue receipts for products removed from the contract area (as shown on Exhibit A). A duplicate copy or stub of such receipt shall be retained by the Purchaser and delivered to the BLM at periodic intervals. When the products are in transit, the truck driver shall keep the original copy of the receipt in his possession and show it upon request or display it as evidence of his authority to move products. The original removal receipt shall be surrendered at point of scaling, the unloading point, or as requested by the BLM. Each load shall be weighed as a single unit with the gross and tare weights stamped and recorded by an automatic recording device on the scales. In addition to the gross weight and tare weight of the load, the Contractor shall record the following on each weight slip:

1. Contract Name
2. Load removal receipt number
3. Date and time weighed

Weigh all loads on scales currently certified by the State in which weighed. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency. No load shall be presented for weighing that weighs more than the certified capacity of the scales in use



Maintain load accountability from the Contract Area to point of weighing. In doing so, the load of products shall remain intact while in transit. Products accidentally lost in transit shall be promptly identified by load removal receipt number and contract designation. Contractor shall, within 24 hours, load out such lost products and present them for weighing or make other arrangements acceptable to the BLM.

Products shall not be placed in storage for deferred scaling unless approved in writing by the Authorized Officer.

- E. **Scaling Lost Products** - The volume of lost products shall be determined by the best method currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species distribution for entire truckloads shall be assumed to be the same as for volume scaled during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species scaled during the report period.

Appraised Value

	Timber
Approximate Acres	8
Est. Volume/Acre	12.5 ton
Est. Total Volume (Tons)	100
Est. Total Value	\$200.00
Est. Total Value/Acre	\$25.00
Est. Total \$/Ton	\$2.00

Form 1140-1  
(June 1974)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION  
OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will deem to have signed and agreed to the provisions of the Certification of Non-segregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto bases. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

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In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposals where prospective nonexempt contracts may exceed \$10,000.

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## Cruise Report

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Species	Tree Count	Average DBH (in)	Average Height (ft)	Estimated Volume	
				<i>bdf</i>	<i>Tons</i>
Dead Engelmann Spruce	73	16.5	91	22,677	100