

**ADVERTISEMENT AND PROSPECTUS FOR THE SALE OF PINE NUTS
FOR BATTLE MOUNTAIN, ELKO, AND ELY DISTRICT OFFICES.
BUREAU OF LAND MANAGEMENT
2020**

This serves as notification that the BLM Nevada Annual Pine Nut Auction will occur on August 11, 2020 at the Ely District Office. Sealed bids will be accepted by Alex Stenvers, Ely District Forester at the Ely BLM District Office, 702 North Industrial Way, Ely, Nevada 89301. Oral auction will begin at 9:30 a.m. Pacific Daylight Time on August 11, 2020 for all available pine nut units. For questions about the auction and/or pine nut collection permits, please contact Alex Stenvers at 775-289-1894 or mstenvers@blm.gov.

A separate certified check, bank draft, cashier's check, money order or cash in the amount of \$300 payable to the Bureau of Land Management must accompany the bid for each sale area, as a bid deposit. For bidders participating in the oral auction, the \$300 bid deposit will be immediately refunded to all unsuccessful bidders at the close of the auction for each unit. This bid deposit may be applied to any unit remaining to be auctioned. Contracts with a total value of \$1,500 and more require a twenty percent (20%) performance bond due at close of auction for that contract (43 CFR 5451.1). **PERSONAL CHECKS WILL NOT BE ACCEPTED.**

If you are the successful bidder on a particular unit you must agree to the following:

- a. For high bidders on each unit, the successful bidder will be required to execute a product sale contract within 15 days of the auction. The required performance bond is due the day of the auction, and 1/3 of the contract price is due when the product sale contract is executed.
- b. If the successful bidder fails to execute a product sale contract within 15 days of the auction, the sale may be closed without recourse, and the bid deposit (\$300 or 20% of successful bid price, whichever is greater) may be retained.
- c. To deposit a performance bond in the amount of \$300 or 20% of the total contract value whichever is greater. The performance bond shall be forfeited to the amount of damages as determined by the authorized officer or if all contract provisions are not faithfully and fully performed by the purchaser.
- d. To agree to follow all stipulations attached to this bid form.
- e. To make a good faith effort to harvest the estimated quantities and fulfill all contract requirements.

Indicate in the "Total Bid Price" column, your bid for the sale area. Indicate in the "Number of Pounds Bid" column, the number of pounds upon which the "Bid Price" is based. Award of the contract will be made to that responsible bidder whose bid is most advantageous on the basis of the total return to the United States. The Government may, when in its interest, reject any or all bids or waive any informality in bids received. No guarantee is made of the estimated number of pounds or quality as stated.

In response to the above notice for sale, (I) (We) bid for the product as shown in "Bid Price" and "Number of Pounds Bid" columns. (Your "Bid/Pound" will be the "Bid Price" divided by the "Number of Pounds Bid").

Prospectus

This prospectus is being furnished to acquaint you with the principal requirements of the 2020, pine nut sale offering. No guarantee is made of the estimated number of pounds or quality as stated. The advertisement in combination with the attached 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.

Bidding Procedures

Bidding will be a combination of sealed bids, written and oral bids. Submission of the required bid deposit (\$300) and a written bid at not less than the advertised appraised price shall be required to participate in oral bidding. Bid deposits and written bids may be submitted prior to the start of the oral auction of each pine nut unit. The highest written bid amount received for each unit will be the amount for which the oral bidding will begin. 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 their bid deposit and written bid shall be declared the high bidder. 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.

It is the responsibility of each bidder to estimate the quantity (LBS) of seed they expect to harvest from each unit for which a bid is submitted. The successful bidder will be issued a contract for this quantity with the full expectation to pay the contract price with the exception of circumstances described in Sec. 21.1, Claims. The successful bidder of each sale may gather only the quantity of pine nuts for which they have bid for. Additional pine nuts within each sale area may, however, be purchased at the bid price, but must be paid for prior to removal.

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.

A written bid must be submitted to participate in the oral auction. Oral auction will begin at 9:30 a.m. Pacific Daylight Time on Tuesday, August 11, 2020, starting with Unit 8 (Units 1-7, 20, 21, and 57 not offered in 2020) and running consecutively by unit number.

Payment Requirements

The bid deposit requirement of \$300 is due at the time of the written bid. If the final bid for a unit is greater than \$1,500, the \$300 bid deposit will be applied to the required performance bond which is 20% of the total contract price. For contracts less than \$1,500 the \$300 bid deposit will serve as the minimum required performance bond on any contract. The performance bond must be paid the day of the auction, and advance payment of 1/3 the contract price shall be paid within 15 days of the auction and/or when the contract is issued. Example:

\$3,000 contract price ----> \$300 bid deposit with written bid + \$300 due after oral auction = \$600 performance bond (20% of contract price). Also, due at contract issuance (within 15 days of auction) is 1/3 the contract price, which would be \$1,000 for a contract price of \$3,000.

Contract term will be 90 days from the date of issuance, so the second installment of 1/3 the contract price will be required by 45 days from the date of issuance. Example: contract issuance was August 11, so the second installment is due September 25. Installment payments shall be made earlier if the amount of nuts harvested is expected to exceed the amount paid. Example: payment of \$1,000 executed on August 31, but 5,000 pounds of nuts were expected to be harvested by September 14, 2020. Payments shall be made in advance of harvesting nuts that exceed the total account balance.

The final payment of 1/3 the contract price will be due prior to shipping pine nuts from the contract area or in cases where shipment is delayed by the purchaser, it will be due before the contract expiration date (90 days from contract issuance). **The total contract bid price must be paid even if the total pounds identified on the contract have not been harvested.** Failure to pay total contract bid price will result in delinquency, and prevent participation and execution of future contracts.

Special Provisions

The following special provisions are supplemental to the standard provisions Sec. 1 -16 on form 5450-1, Contract for the Sale of Vegetative Resources.

Sec 17. Operations

1. The purchaser shall observe and abide by all federal, state, and local laws.
2. Harvesting is restricted to the designated contract area on BLM administered lands only.
3. There will be no gathering in designated Wilderness Areas, Wilderness Study Areas, Areas of Critical Environmental Concern, designated Scenic Areas or any other area deemed unsuitable by the authorized officer (shown on unit map).
4. The public (personal use collection) 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. The contractor will notify the authorized officer five business days prior to entering harvest unit(s) and starting operations. In addition, the contractor will notify the authorized officer when, where, and how long operations will take place.
7. Felling, pruning, beating, the use of mechanical harvesters, or other intentional damage of trees to harvest nuts or for other uses is prohibited.

Sec.18. Removal and Processing of Product

1. All material to be removed will remain on site until inspected by the authorized officer or his representative unless other arrangements have been made and documented.
2. 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.
3. The contractor will notify the authorized officer three business days prior to shipping of any material. All State laws and regulations in regard to transportation will be complied with. A shipping permit will be issued for all cones before they are removed from the designated

contract area. Weight will be established at five (5) pounds of nuts per one bushel of green cones. Weight of bagged seed will be measured by BLM as presented by purchaser. There will be no weight discounts for non-seed material contained in the bags (e.g. dirt, sticks, needles, etc).

4. Government representative's normal tour of duty for inspection and issuance of removal/shipping permits will be from 9:00 am to 4:00 pm, Monday thru Friday, excluding government holidays. If the purchaser requires the services of a government representative outside of the employee's normal tour of duty, the purchaser shall pay all wages including overtime and all other expenses incurred.
5. Residual cones/chaff will remain 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 under a separate contract.
6. The processing of cones may be allowed on public lands after approval by BLM representative. Cones must be spread out to a depth no greater than 4 inches.
7. If the purchaser removes any quantity of product prior to a removal/shipping permit being issued by the authorized officer, this contract will be suspended immediately. All personnel will be required to leave the project site within 24 hours. If the BLM determines the purchaser committed the violation deliberately or repeatedly, it will be considered a willful trespass (43 CFR 9239.0-7, 9239.0-8, and 9239.1-1). In the event of a willful trespass, any remaining quantities left on site will become the property of the BLM. The purchaser will also be deemed unfit to secure a pine nut contract for the following three collection seasons in accordance with the Government wide Debarment and Suspension Regulations found in 2 CFR 180.800-180.885. In the event of a non-willful trespass, any remaining quantities remaining onsite will be paid for at the contract price per pound. The BLM may choose to resume operations if the issue has been satisfactorily resolved.
8. Under the authority of Nevada Revised Statute (NRS) 576.128 a produce vendor license is required in order to sell product that is not grown by the vendor. Federal law requires records be maintained to trace a product to its previous source for produce safety purposes. Applications can be found on the Nevada Department of Agriculture website (http://agri.nv.gov/Plant/Producer_Certification/Producer_Certification_Home/).

Sec. 19. Protection of Resources

1. Travel will be strictly permitted to existing roads. Operations will be suspended when roads are wet and in danger of rutting, as determined by the authorized officer or his representative.
2. Any cultural resource remains (prehistoric or historic sites and artifacts), which are encountered, are to be avoided. No artifacts are to be disturbed or removed from their original position. The authorized officer will be notified of any discovery of archaeological or historical remains.
3. The contractor will promptly take suppression action on all fires caused by this operation and report any fires immediately. Operations may be suspended when fire danger is very high or extreme, as determined by the BLM fire danger rating system, and directed by the authorized officer. Camp fires will be allowed at the camp/storage site, except when fire restrictions are in place. Purchaser will be expected to follow public guidelines on prohibited activities when fires restrictions are in effect. Fires must be extinguished prior to leaving the camp/storage site. Any fire start resulting from an unattended fire will be considered negligence and the

purchaser may be found liable for suppression and rehabilitation costs. Burning of trash will **not** be allowed.

4. Weed Prevention
 - a. All vehicles utilized for harvesting operations shall be clean and checked for the accumulation of seeds and vegetation material before entering and exiting the contract area. The best available method shall be used to clean vehicles.
 - b. When using pack animals, carry only feed that is certified weed free.
 - c. Thoroughly brush and clean the hooves of all pack animals before transporting.
 - d. The purchaser shall become familiar with the *Nevada Noxious Weed Field Guide* and inform the authorized officer of any significant patches of weeds.

Sec. 20. Health and Human Safety

1. Only one main camp/storage site will be approved by the authorized officer, the perimeter will be marked with t-posts when warranted by site resource concerns. All activity **must** be contained within the designated area. The location of individual spike camps does not need prior approval, but upon request, the purchaser shall inform the BLM of the location of these smaller camps. BLM reserves the right to discontinue the use of any camp location due to resource concerns or other circumstances.
2. Toilet facilities shall be provided and routinely serviced for the main camp/storage sites. The following usage rate of 10 persons per week or 5 persons for every 2 weeks per/unit will be adhered to. Receipts or unit logs showing disposal/service of waste may be requested by the authorized officer at any time. Follow any BLM regulations related to camping on public lands and leave no trace practices: <https://lnt.org>
3. The purchaser will be responsible for the disposal of all garbage, trash, litter, discarded equipment, waste material, or other refuse resulting from harvesting operations.
4. The purchaser will be responsible for any hazardous material spill. They shall immediately notify the authorized officer of the spill, and provide documentation for the proper disposal of the hazardous material.

Sec. 21. Claims

1. Claims deadline for losses incurred due to catastrophic circumstances (damaging frost, insects, fire etc.) will be September 21, 2020. Losses due to drought, animal or bird consumption will not be considered as catastrophic circumstances. Losses due to lack of personnel will not be considered as a valid claim.

*****End of Advertisement and Prospectus*****