

Request for Proposals Butter and Railroad Saddle Fuels Reduction Payette National Forest, Idaho

Background and Statement of Work: The Butter and Railroad Saddle Fuels Reduction Projects will conduct fuels and vegetation management activities on National Forest System (NFS) lands in the New Meadows and Council Ranger Districts in Adams County, Idaho. The National Forest Foundation (NFF) is soliciting bids for noncommercial thinning on these projects. The purpose of the project is to reduce the tree density and improve the health and condition of the forest based on the prescribed objectives, while also reducing the risk of wildfire. Tree selection and cutting the undesirable and excess trees will provide space for the leave trees to grow and develop, while also reducing ladder fuels to create a more resilient landscape in the face of wildfires.

Information Requested

If interested in submitting a bid for this project, please provide a proposal for the above statement of work by providing:

- technical approach
- work experience
- cost
- capacity for this project
- experience in similar projects

Specific requirements are detailed below.

I. PROJECT OVERVIEW AND REQUIREMENTS

General Specifications

(a) <u>Description of Work</u> – This Request for Proposals is for forest restoration services related to non-commercial thinning and associated slash management

in the Butter and Railroad Saddle Project areas, including the following (see Appendix A for more detail):

- 1. Butter Project Area 832 acres total
 - a. Thin and Scatter 682 acres
 - b. Thin and Pile 150 acres
- 2. Railroad Saddle Project Area 1,685 acres total
 - a. Thin and Scatter 1,663 acres
 - b. Thin and Pile 22 acres

Total mandatory: 2,517 acres

- (b) Project Location The Butter Project Area is located on the Council Ranger District of the Payette National Forest, in Adams County, Idaho. The Railroad Saddle Project Area is located on the New Meadows Ranger District of the Payette National Forest. Access and Unit Maps are available in Appendix G. It is the responsibility of the Contractor to be familiar with access to all units; additional cost for walk-in access will not be approved. Unit boundaries are not marked, unless otherwise noted. The Contractor will be provided with georeferenced PDF maps that can be utilized through Avenza Maps. The Contractor may flag the unit, but flagging <u>must</u> be removed once the unit is complete.
- (c) <u>Work Schedule</u> Period of Performance: the period of performance will be from July 1, 2025, to November 30, 2025. Some units may be difficult to access due to weather or road conditions late in the season; the Contractor shall schedule units to ensure completion within the Period of Performance.
- (d) <u>Pre-bid Tour</u> The NFF and US Forest Service will host a pre-bid tour for interested contractors as requested at a date and time to be determined. Please respond to Riley Kies at <u>rkies@nationalforests.org</u> by December 1, 2024 if you would like to attend. Pre-bid tour is weather dependent and *may* be virtual. Note that all contractors who RSVP will also receive any follow-up information related to this RFP.

Other Project Requirements and Specifications

(a) <u>Utilities</u> – In many locations there will be no or limited sanitation, water, electrical or housing services available. The Contractor shall make its own arrangements for temporary facilities if needed. Camping is allowed but must be approved by the District Ranger and in compliance with Payette NF camping provisions.

- (b) <u>Specifications</u> Project work shall be accomplished in accordance with the following:
 - a. Organization and Equipment The Contractor(s) shall furnish all labor, equipment, supervision, transportation, supplies, and incidentals to perform all work necessary on the areas specified and in compliance with terms, specifications, conditions, and provisions of this solicitation. All aspects of the work program shall be performed in an organized, systematic manner to assure services will be performed over the entire unit.
 - b. Quality Control The Contractor shall prepare a Quality Control Plan as described in Appendix B. The Contractor shall inspect the work in accordance with the accepted Quality Control Plan.
 - c. Work plan and schedule The Contractor shall prepare a work plan and schedule that demonstrates that work will be completed within the performance period. The Contractor shall provide a general plan with the technical proposal. A supplementary plan and schedules will be provided after contract award, but within 7 days before starting work. The Contractor shall advise the Contracting Officer's Representative (COR) or designee of any periods that the Contractor will not be working that is not specified in the accepted Work Plan. The Contractor shall notify the COR or designee of expected work start date as early as possible, but no later than two business days prior to arrival.
 - d. Camping and Worksite Conditions The Contractor shall prepare a Camping and/or Worksite Plan and operate in a manner that will protect the environmental resources and public facilities. The conditions will be consistent with the requirements of Appendix B – Special Contract Requirements, and other supplementary attachments.
 - e. Communications The Contractor shall keep the COR or designee advised as to where the Contractor or Contractor's Representative may be reached by phone during periods of work suspension and periods of time without work. Further, the Contractor shall maintain contact with the COR or designee during periods of work suspension or periods of time without work. The Contractor will be required to provide daily progress updates and work location to the COR or designee.
 - f. On-site representative The Contractor's on-site representative shall be fully conversant and literate in the English language and shall be in the work area whenever work is in progress.
 - g. Appendices All work will align with the following Appendices:
 - i. Appendix A: Butter and Railroad Saddle Cutting Guide and Slash Treatment
 - ii. Appendix B: Special Contract Requirements
 - iii. Appendix C: Deliverables
 - iv. Appendix D: Quality Control Plan

- v. Appendix E: Contract Administration
- vi. Appendix F: Definitions
- vii. Appendix G: Maps
- viii. Appendix H: Federal Flowdowns

Insurance Requirements

Upon selection of the winning bid, the Contractor agrees that it has and shall maintain the following insurance coverage indicated below. The effective date of all coverage shall precede the start of any work.

- a. State minimum workers' compensation insurance coverage for its employees, if any.
- b. Broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$1,000,000 for bodily injury, death, or damage to property of any person and \$2,000,000 for bodily injury, death, or damage to property of more than one person. The Contractor shall name NFF an Additional Named Insured and provide NFF with a certificate of insurance evidencing such coverages, prior to the initiation of the Scope of Services.
- c. If the Scope of Services includes professional services as identified herein, Contractor shall also provide professional errors and omissions liability insurance. Professional services for purposes of this section include, but are not limited to performing architecture, engineering, landscape architecture, land surveying or planning, preparation and signing or stamping of drawings, maps, surveys or construction specifications, or design and development of computer software, programs or websites by the Contractor or by subcontractors on behalf of the Contractor, for which professional liability insurance would typically be required. The minimum coverage limits required are \$1,000,000 for each claim and \$1,000,000 annual aggregate.

Prohibited Telecommunications Services and Equipment

If required, the Contractor is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216.

Payment/Performance Security

Contractor shall post cash, a letter of credit, bond, or other financial security that is easily convertible into cash in a form acceptable to the NFF, in its sole determination, to assure completion of the work required under any subsequent agreement and payment of all amounts lawfully due to all persons supplying or furnishing to the Contractor or Contractor's subcontractors with labor, laborers, materials, rental machinery, tools or equipment used or to perform the work. Contractor may incorporate required associated costs into mobilization costs or other approved expenses.

- a. Work that is classified as construction in accordance with the Miller Act or Little Miller Act or if required per conditions of the funding source, payment and performance bonding will be required in the full amount of any Agreement. For the purposes of this Request for Proposal, construction is defined as "any contract greater than \$100,000 for the construction, alteration, or repair of any public building or public work where the federal government is the owner", or
- b. If Contractor is not self-performing at least 85% of the total contract value or if the cost of materials is in excess of the larger of \$100,000 or 50% of the contract total, payment and performance bonding will be required in the full amount of the agreement, or
- c. If the value of the agreement is in excess of \$250,000, Contractor will be required to post financial security in a form acceptable to the NFF in the amount of 5% of the total agreement value up to \$250,000 in total financial security.

Federal Exclusion Verification

The selected Contractor will be required to affirm that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Federal Flowdown Provisions

Flowdown Requirements: Any Agreement associated with this RFP may be subject to flowdown requirements under associated federal or state funding agreements, which are included and made part of by this reference.

II. REQUIRED COMPONENTS

Technical Proposal

Please provide a detailed technical approach to the work.

Contractor Qualifications

- I. <u>Past Experience</u> Please provide a brief explanation of previous work experience with land management agencies.
- II. <u>References</u> Please provide three professional references that can speak to past performance.

Pricing Schedule

Contractor shall price work according to the schedule below.

ltem	Description	Unit of Measure	Quantity	Unit Price	Total Price
1	Butter NCT Scatter	Acres	682	\$	\$
2	Butter NCT Pile	Acres	150	\$	\$
3	Railroad Saddle NCT Scatter	Acres	1663	\$	\$
4	Railroad Saddle NCT Pile	Acres	22	\$	\$
			2517 acres	Total Bid	\$

III. SUBMISSION, EVALUATION, AND CONTACTS

Contractor Selection Process

This is a request for proposals only and bids furnished are not offers from the National Forest Foundation. This request does not commit the National Forest Foundation to pay any costs incurred in the preparation or submission of the proposal or to contract for supplies or services.

The NFF will use the Evaluation Factors below to review each submitted bid. Based on the outcomes of that selection process, the NFF will notify successful and unsuccessful bidders by January 15, 2025 and will prepare a separate contract document.

Evaluation Factors and Relative Importance

The following criteria will be used in the evaluation of submitted proposals, ordered from highest weighting (level 3) to lowest weighting (level 1).

Level 3 Criteria

- Price / cost
- Equipment and contractor capability
- Timing of when contractor can begin and/or finish the project
- Past performance, references, and USFS feedback

Level 2 Criteria

- Technical proposal / proposed approach to project
- Overall strategic benefits to meeting NFF goals and grant needs, requirements, and timelines

Level 1 Criteria

- Benefits to the local community
- Relationship to local community

Point of Contact

Please submit any questions about the project in writing to the Point of Contact.

Riley Kies National Forest Foundation Payette National Forest Program Coordinator rkies@nationalforests.org

Responses will be shared with known interested parties by email or otherwise posted at <u>https://www.nationalforests.org/rfp</u>.

Bid Submission

Submit bids via email to rkies@nationalforests.org by December 15, 2024.

Equal Opportunity Provider

In accordance with Federal law and U.S. Department of Agriculture policy, the National Forest Foundation is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability.

Appendix A: Butter and Railroad Saddle Cutting Guide and Slash Treatment

Payette National Forest, New Meadows and Council Ranger Districts Butter and Railroad Saddle NCT

HAND-THINNING

In all units, thin such that the following conditions are met:

- a. Thin, prune, and scatter/pile trees from a minimum of 18 inches up to 10-inch diameter at breast height (DBH), or DBH specified in tables below.
- b. Cut all trees within the dripline of trees larger than 10-inch DBH. <u>Do not cut</u> <u>whitebark pine.</u>
- c. Cut the remaining trees less than 10-inch DBH (or DBH specified in tables) to a spacing between boles specified in treatment tables below. Do not include trees greater than the specified DBH in leave tree spacing.
- d. Cut all conifers less than 10-inch DBH (or DBH specified in table) except whitebark pine within 40 feet of aspen greater than 1-inch DBH or aspen clumps. Aspen clumps are defined as 10 or more aspen trees grouped closely together (within 25 feet), greater than 4 feet in height. In aspen clumps greater than 1/3 acre, cut 10% of aspen stems.

If whitebark pine is observed within any unit, the following requirements apply:

- 1. Do not cut or limb whitebark pine of any age/size class, dead or alive.
- 2. Felling of other trees will be directional away from any whitebark pine.
- 3. Damage will not occur to whitebark pine including from the movement of slash, marking of any kind, parking or any other equipment or vehicle use.
- 4. Piles will be arranged to avoid scorching any whitebark pine trees. Piles can be arranged to target species competing with whitebark pine such as subalpine fir.
- 5. Slash will be removed and scattered to a distance greater than 33 feet from the dripline of whitebark pine trees of all age classes. Slash pullback may be required up to 100 feet in whitebark pine areas. Windrowing slash is not acceptable unless approved by the COR or designee prior to cutting within the unit.

e. <u>Leave Trees</u>: All whitebark pine are leave trees. Favor leaving healthy trees in order of most to least preferred:

Western larch Ponderosa pine Douglas-fir Engelmann spruce Lodgepole pine Grand fir Subalpine fir,

except when thinning would create near monocultures greater than 1-acre in size. In these instances, leave 20-30% of residual trees as trees of a lower species preference. Leave trees of lower species preference if they are healthier or better formed than trees ranking higher on the species preference (for example, it is ok to leave a healthy grand fir over a diseased western larch).

- Healthy trees are described as trees not diseased or damaged, with good form and with a crown ratio of 30% or greater in Ponderosa pine, western larch, and lodgepole; and 50% or greater crown ratio in Douglas-fir, Engelmann spruce, grand fir, and subalpine fir.
- f. Spacing on individual trees may vary up to 25% to select the most desirable leave tree.
- g. Trees selected as cut trees shall be cut at or below 4 inches above ground level. If natural obstacles prevent severing the bole at that point, stump height shall not exceed 4 inches above the obstacle. All live limbs shall be removed from the stump. Stumps shall be cut horizontally with no protrusions above stump height. Boles will be completely severed from the stump.
- h. Trees shall be directionally felled away from residual trees, improvements, or private property. Such directional felling shall not be required when in the faller's judgment it is unsafe to do so, and the tree shall be left standing.

PRUNING

In all units, prune such that the following conditions shall be met:

- a. All residual live conifer trees greater than 4-inch DBH shall be pruned to a height of <u>6 feet or 1/3 of the tree height, whichever is less.</u> This is measured on the uphill side of the tree.
- b. Limbs shall be cut within ½-inch of the limb collar and completely severed from the tree.
- c. Live and dead limbs need to be pruned.

- d. Pruning may be completed with a chainsaw, pruning saw, or shears. Caution shall be taken to minimize damage to the bole of the tree.
- e. If damage from pruning removes portions of the bark greater than 4 inches in length or more than 25% of the circumference (whichever is less), the damaged tree shall be cut, and a different leave tree shall be selected in its place.

SLASH TREATMENTS

Scatter

In blocks with slash treatment designated as "**Scatter**" in the tables below, the following conditions shall be met:

- a. The Contractor shall lop the top 4 feet of felled trees and limb cut-tree boles greater than 4-inch DBH. The Contractor shall lop and scatter all slash resulting from contract activities. Units to be scattered are shown in the treatment tables.
- b. Resulting slash will not extend over 2 feet in height above the ground. Slash will be evenly scattered beyond the drip line. If residual tree crowns are touching, slash will be distributed evenly between leave tree boles, but not touching the boles. Slash will be scattered in a manner so as not to create a berm. If open areas exist, slash will be pulled up to 50 feet and scattered into these areas.
- c. Boles of cut trees do not need to be bucked unless it is necessary to facilitate lop and scatter of limbs. Boles over 6-inch DBH must be limbed and pulled back at least 2 feet from leave tree boles but may remain under the drip line, with limbs beyond the drip line.
- d. All slash created by operations performed under this contract which falls outside the unit boundaries shall be pulled back into the unit and treated with the applicable slash treatment.
- e. Lop and scatter treatments shall be concurrent with thinning.
- f. Unless otherwise noted, all slash created by operations performed under this contract, including pruning, shall be:
 - Pulled back at least 10 feet from the top of road cuts and at least 5 feet beyond the traveled surface of the road prism on the fill side, for all roads shown on the contract maps. No cut material is to be left within the road prism, including cutbanks.
 - Pulled back at least 15 feet from all culvert intakes, fences, and signs.
 - Pulled back at least 5 feet from the traveled portion of any trails, ditches, fireline, footpaths used by cattle, or channel bottoms above culvert intakes.

Hand Pile and Cover

In blocks with slash treatment designated as "**Pile**" in the tables below, the following conditions shall be met:

a. **Slash to be Hand Piled:** For all units, pile 90% of slash material created from this contract, including pruning, between 1- and 4-inch DBH. Material greater than 4-inch DBH should be limbed, with the limbs being piled and boles left whole.

b. Location of Piles

- The minimum space between edges of piles to the residual tree canopy drip line will be 8 feet. In closed canopy stands, piles shall be evenly spaced between leave trees if no openings exist within 50 feet.
- Minimum spacing between adjacent piles will be 8 feet.
- No piles are to be made within RCAs, outside the unit, or within channel bottoms above culvert intakes.
- No piles are to be made within 20 feet of National Forest System trails, signs, fences, ditches, or fireline.
- Piles will be a minimum of 5 feet from footpaths used by cattle, and above road cutbanks.
- Slash shall be <u>moved up to 50 feet</u>, if necessary, to protect residual trees or meet minimum pile size requirements. In areas where slash amounts are not sufficient to meet pile requirements contractor may lop and scatter material to "Scatter" specifications above, with prior COR or designee approval. In whitebark pine units, slash shall be moved up to 100 feet.

c. Construction and Size of Piles

- All piles shall be as compact as possible. Minimum pile size is 6 feet in height and 6 feet in diameter. Maximum pile size is 8 feet in height and 8 feet in diameter. Pile height is measured from the uphill side.
- All piles shall have a good base to keep the pile from toppling. Larger material shall be placed in the upper portion of the pile to aid in compaction of the pile. This may be accomplished by either teepee stacking or parallel stacking material.
- Jack-strawed piles, crisscross piles and poorly compacted piles will not be accepted. All material in excess of 6 feet in length shall be cut before placing in the pile. Material protruding beyond the compact portion of the pile shall be bucked off and added to the pile to facilitate a clean burn.
- One larger pile is preferred to multiple small piles.
- d. **Covering of Piles:** Piles must be constructed with a sheet of **wax coated** kraft paper placed on the pile when it is approximately ³/₄ of the finished height of the

pile. The paper must be at least 3 feet by 5 feet and cover at least ³/₄ of the diameter and ³/₄ of the height of the pile. The remaining slash is to be piled on top to prevent the paper from blowing away. Paper shall not be folded over by slash. <u>The contractor shall supply the paper</u>.

Treatment Tables:

Butter Project Area		Thir	and nning Icing	Slash Treatment		Acres	Special
Unit Name	DBH Limit	25 ft	35 ft	Scatter	Pile and Cover		Considerations
01 Butter	8"	Х		Х		28.1	
02 Butter	8"	Х		Х		91.0	
03 Butter	8"	Х		Х		12.3	
04 Butter	8"	Х		Х		5.0	
05 Butter	8"	Х		Х		5.0	
06 Butter	8"	Х		Х		5.0	
07 Butter	8"	Х		Х		62.2	
08 Butter	8"	Х		Х		8.4	
09 Butter	8"	Х		Х		67.5	
10 Butter	8"	Х		Х		44.9	
11 Butter	8"	Х		Х		15.5	
12 Butter	8"	Х		Х		8.7	
13 Butter	8"	Х		Х		39.4	
14 Butter	8"	Х		Х		10.9	
15 Butter	8"	Х		Х		5.1	
16 Butter	8"	Х		Х		9.1	
17 Butter	8"	Х		Х		5.9	
18 Butter	8"	Х		Х		24.4	
19 Butter	8"	Х		Х		3.6	
20 Butter	8"	Х		Х		5.3	
21 Butter	8"	Х		Х		92.4	
22 Butter	8"	Х		Х		60.8	
23 Butter	8"	Х		Х		59.2	
24 Butter	8"	Х		X X		12.2	
01P Butter	8"	Х			Х	33.4	
02P Butter	8"	Х			Х	38.2	
03P Butter	8"	Х			Х	68.1	
04P Butter	8"	Х			Х	10.1	
	7	otal Ac	res Thin	and Pile			149.7
Total Acres Thin and Scatter						682.1	
		Total	Butter A	Acres			831.8

Railroad Saddle Project Area		Thir	and nning Icing	Slash Treatment		Acres	Special
Unit Name	DBH Limit	25 ft	35 ft	Scatter	Pile and Cover		Considerations
01 S RRS	10"	Х		Х		8.7	
02 S RRS	10"	Х		Х		2.7	
03 S RRS	10"	Х		Х		40.0	
04 S RRS	10"	Х		Х		121.5	
05 S RRS	10"	Х		Х		21.9	
06 S RRS	10"	Х		Х		37.7	
07 S RRS	10"	Х		Х		19.8	
08 S RRS	10"	Х		Х		104.4	
09 S RRS	10"	Х		Х		3.4	
10 S RRS	10"	Х		Х		3.4	
11 S RRS	10"	Х		Х		167.2	
12 S RRS	10"	Х		Х		5.2	
13 S RRS	10"	Х		Х		59.5	
14 S RRS	10"	Х		Х		4.5	
16 S RRS	10"	Х		Х		20.3	
17 S RRS	10"	Х		Х		64.0	
18 S RRS	10"	Х		X X		84.9	
19 S RRS	10"	Х		Х		10.7	
20 S RRS	10"	Х		Х		5.5	
21 S RRS	10"	Х		Х		8.8	
22 S RRS	10"	Х		Х		31.8	
23 S RRS	10"	Х		Х		66.4	
24 S RRS	10"	Х		Х		14.2	
25 S RRS	10"	Х		Х		18.5	
26 S RRS	10"	Х		Х		10.2	
27 S RRS	10"	Х		Х		3.9	
28 S RRS	10"	Х		Х		46.2	
29 S RRS	10"	Х		Х		6.3	
30 S RRS	10"	Х		Х		2.2	
31 S RRS	10"	Х		Х		2.0	
32 S RRS	10"	Х		Х		4.1	
34 S RRS	10"	Х		Х		10.9	
35 S RRS	10"	Х		Х		12.6	
36 S RRS	10"	Х		Х		3.8	
37 S RRS	10"	Х		Х		5.2	
38 S RRS	10"	Х		Х		1.8	
39 S RRS	10"	Х		Х		10.5	
40 S RRS	10"	Х		Х		7.5	
41 S RRS	10"	Х		Х		2.4	

42 S RRS 10" X X 9.8							
43 S RRS	10"	X		X		26.4	
44 S RRS	10"	X		X		22.3	
45 S RRS	10"	Х		Х		8.2	
46 S RRS	10"	Х		Х		7.2	
47 S RRS	10"	Х		Х		24.5	
48 S RRS	10"	Х		Х		42.7	
49 S RRS	10"	Х		Х		9.1	
50 S RRS	10"	Х		Х		1.8	
51 S RRS	10"	Х		Х		58.3	
52 S RRS	10"	Х		Х		8.1	
53 S RRS	10"	Х		Х		6.6	
54 S RRS	10"	Х		Х		44.1	
56 S RRS	10"	Х		Х		3.8	
58 S RRS	10"	Х		Х		2.9	
59 S RRS	10"	Х		X X		1.3	
60 S RRS	10"	Х		Х		5.3	
61 S RRS	10"	Х		X X		7.7	
62 S RRS	10"	Х				8.1	
63 S RRS	10"	Х		Х		3.3	
64 S RRS	10"	Х		Х		27.6	
65 S RRS	10"	Х		Х		27.6	
66 S RRS	10"	X		Х		8.1	
67 S RRS	10"	Х		Х		17.6	
68 S RRS	10"	Х		Х		26.4	
69 S RRS	10"	X		Х		32.8	
70 S RRS	10"	X		Х		59.1	
71 S RRS	10"	X		X		58.9	
72 S RRS	10"	X		X		26.9	
73 S RRS	10"	X		X X		1.9	
74 S RRS	10"	Х		X		19.7	
55 P RRS	10"		V		V	10 1	
57 P RRS	10"		X X		X X	18.1 3.7	
JI F KKO		Fotol A -		and Dile	Λ	5.7	24.9
Total Acres Thin and Pile							21.8
Total Acres Thin and Scatter							1662.6
Railroad Saddle Total Acres							1684.4

Appendix B: Special Contract Requirements

Payette National Forest, New Meadows and Council Ranger Districts Butter and Railroad Saddle NCT

KEY PERSONNEL

The Contractor shall assign to this contract the key personnel identified in their technical proposal and that list may include the following:

- CONTRACTOR REPRESENTATIVE
- FOREMAN

The Contractor shall make no substitutions of key personnel without notifying the COR or designee within a reasonable timeframe in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

The Contractor shall make no diversion of personnel without the written consent of the COR or designee.

The contract will be modified to reflect any approved changes of key personnel.

BOUNDARIES AND PRIVATE LAND

No work will be conducted on private property; all units stop at the Forest Service boundary. Permanent boundary placards denote the boundary, and boundary units should be discussed with an COR or designee prior to commencing work to ensure boundaries are known. Private boundaries will be identified with flagging. The Contractor will follow unit specifications noted in the attached tables to the nearest road or property line, if within 30 feet. Consult COR or designee if uncertain about boundary location.

RIPARIAN CONSERVATION AREAS (RCAs)

No work is to be conducted within riparian conservation areas (RCA) unless otherwise specified. If unmapped stream channels, springs, or seeps are encountered, the Contractor will avoid cutting within RCA until COR or designee is consulted. RCA boundary distances are determined by whether the stream is perennial (120-foot buffer) or intermittent (60-foot buffer). Perennial streams are defined as generally having year-round flow except in periods of extreme drought. Intermittent streams are defined as a stream or portion of a stream that flows in response to seasonal runoff and unlike

ephemeral streams have well-defined channel bed and banks. RCA buffers are 120-feet for springs and 30-feet for seeps. COR will make final determination of RCA status for any unmapped potential RCAs. Drainage ditches along road prisms are not identified as RCAs. If mineral licks or elk wallows are found in units, a 400-foot buffer is required. Notify COR or designee of their location immediately.

HISTORICAL SITES

There may be areas of historical significance in the project area. Treatments will be performed as listed in the table and shown on the map; if structures or ruins are encountered, they shall be left as they are found. No objects shall be removed and hand piles will be placed as to not affect the site. See hand piling specs. Parking or driving off the hardened road surface is not allowed to protect natural and cultural resources.

TIMING RESTRICTIONS

Endangered, threatened, or sensitive species may require timing or other restrictions. The Forest Service will provide restrictions, if known, in the attached tables. Species restrictions identified during the contract period will be addressed with the Contractor by the COR.

RESOURCE CONSIDERATIONS

No vegetation shall be cut or vegetation activities conducted in the roadbed or travel ways that are indicated on the maps as "ML 1/ATS."

Do not cut previously marked trees without prior consultation with the COR or designee. Consult with the COR or designee prior to starting work in units with marked trees.

During all operations, care shall be taken to minimize damage to leave trees. Damage to leave trees by the Contractor's operations shall be counted as a deficient tree.

FIRE CONTROL

<u>Contractor's Responsibility for Contractor-Caused Fires</u>: The Contractor, whether or not directed by the Forest Service, shall immediately extinguish, without expense to the Government, all fires on or in the vicinity of the project which are caused by Contractor's employees, whether set directly or indirectly as a result of Contractor operations. The Contractor may be held liable for all damages and costs of additional labor, subsistence, equipment, supplies, and transportation resulting from fires set or caused by the Contractor's employees or resulting from contract operations.

<u>Fire Protection Requirements - Fire Plan</u>: At all times during closed fire season period, as specified by State law, the Contractor shall comply with each of the following provisions to the extent applicable to his operation under the contract.

<u>Fire Tools</u>: The Contractor will provide for each employee in the contract area at least one approved hand tool of a type appropriate in the contract area, such as shovel, Pulaski, or ax. Tools required and furnished shall count toward fulfillment of the above requirement. Where additional tools, beyond those required below, are to be provided, the Contractor shall seal such tools in one or more boxes painted red and marked "Tools for Fire Only." All tools required herein shall be kept sharp and in good serviceable condition and maintained at locations to be designated by the Forest Service.

<u>Fire Extinguishers and Tools on Mobile or Stationary Equipment</u>: Each unit of powered equipment used in connection with this contract, including automobiles, trucks, tractors, etc., shall be equipped with serviceable tools and fire extinguishers as follows:

- a) One fire extinguisher, dry chemical type of not less than 2-1/2-pound capacity with 4 BC or higher rating.
- b) One shovel, round point #0 lady or equal.
- c) One axe, 2 pounds or over, 26-inch minimum length, or one Pulaski.
- d) One water container (at least 1-gallon capacity), not required with stationary equipment.

PREWORK CONFERENCE

Prior to commencement of work, the Contractor shall attend a meeting to discuss the contract terms, work performance requirements, and safety. Also at this meeting such items as work progress schedule, slash treatment, camping/worksite plan, communications, and fire prevention plans shall be finalized in writing.

CAMPING AND WORKSITE CONDITIONS

The Contractor shall obtain a camping permit from the New Meadows or Council Ranger District prior to camping on Forest Service land. Final payment shall be withheld until the authorized camping area has been cleaned up to the requirements of the Camping Permit.

If the Contractor does not obtain a camping permit but requires his/her employees to obtain the camping permit, the Contractor remains responsible for campsite clean-up and his/her employees conduct while camping on National Forest land.

Contractor Information: The Contractor shall abide by the OSHA's Field Sanitation Standard Fact Sheet No. OSHA 92-25, which applies to agricultural establishments hiring 11 or more workers for hand labor.

PERSONAL PROTECTIVE EQUIPMENT

- 1. The Contractor will train in the safe operation and use of equipment to all workers using such equipment.
- 2. Personal protective equipment, including personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered in a manner capable of causing injury or impairment in the function of any part of the body.
- 3. Defective or damaged personal protective equipment shall not be used.
- 4. The Contractor shall provide, at no cost to the employee, to each employee who operates a chain saw, chainsaw chaps and assure the chaps are worn during saw operations. These chaps must be approved by Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh to the top of the boot on each leg.
- 5. The Contractor shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chainsaws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chainsaw.
- 6. The Contractor shall provide, at no cost to the employee, and assure that each employee who works in an area where there is potential for head injury from falling objects or flying objects wears a hard hat that meets the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.
- 7. The Contractor shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.
- 8. The Contractor shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise e.g., chain saw operation.

Appendix C: Deliverables

Payette National Forest, New Meadows and Council Ranger Districts Butter and Railroad Saddle NCT

Contract Performance Time and Required Rate of Progress

The Contractor shall maintain progress at a rate that will assure completion within the Performance Period. The minimum acceptable rate of progress will be calculated by dividing the total units of work for each item by performance time specified.

Contract Time – (See Period of Performance definition). The Contractor shall start work promptly after receipt of a Notice to Proceed. Each item will run concurrently. The Contractor shall maintain progress at a rate that will assure completion within the stated contract time. The contract time will generally not exceed a required rate of progress exceeding that determined from the accepted work plan.

Item	Estimated Beginning Date	Acres	Completion Date
Butter - Scatter	July 1, 2025	682	November 30, 2025
Butter – Pile	July 1, 2025	150	November 30, 2025
Railroad Saddle – Scatter	July 1, 2025	1663	November 30, 2025
Railroad Saddle - Pile	July 1, 2025	22	November 30, 2025

A notice to proceed will be issued to the Contractor as soon as weather and ground conditions are favorable for work on one or more of the areas. Contract time will start (1) on the date specified on the notice to proceed, if the notice is hand-delivered; or (2) Contract Time will start on the third day after the post office has issued a Notice of Certified Mail to the Contractor; or (3) Contract Time will start when thinning and/or other work commences, whichever is sooner. Failure of the Contractor to pick-up Certified Mail will not be considered excusable.

Unfavorable Conditions - It is estimated that adverse weather and/or road conditions may prevent access to the work sites or performance to specification during the period November 1 to May 15.

SUPERINTENDENCE BY THE CONTRACTOR - At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent

who is satisfactory to the Inspector and has authority to act for the Contractor.

ACCEPTANCE AND REWORK

Acceptance - Acceptance will be determined based on compliance with the contract specifications. Noncompliance will result in non-acceptance of the work.

If the initial work is unacceptable, the Contractor may re-work the area if deficiencies can be corrected. Inspectors will assess the re-work after receiving the Contractor's inspection request which reflect that all work meets specification standards.

Inspectors will conduct assessment inspection up to 2 times after the initial assessment for quality assessment after rework.

Work completed after the performance period after a determination that there is no excusable delay. Whenever the Contractor fails to complete work within the performance period, and is allowed to work beyond that period, the Contractor will be assessed actual damages. Items to be included in the actual damage include but are not limited to: wages of the inspector(s) for quality assurance after the performance period, costs of vehicles, meals, and lodging that are incurred while administering the contract after the performance period.

Item No.	Deliverable	<u>Objective</u>	<u>Due</u>
1	Work Plan	Prepare a work plan and schedule that demonstrates the work will be completed within the performance period described.	No later than five (5) business days prior to contract prework meeting
2	Quality Control Plan	The Contractor shall prepare a Quality Control Plan. The Contractor shall inspect the work in accordance with the accepted Quality Control Plan.	No later than five (5) business days prior to contract prework meeting
3	Camping and Worksite Plan	The Contractor shall prepare a Camping and/or Worksite Plan and operate in a manner that will protect the environmental resources and the public facilities. The conditions will be consistent with the requirements of "Special Contract Requirements" and supplementary attachments.	No later than five (5) business days prior to contract prework meeting

KEY DELIVERABLES

Appendix D: Quality Control Plan

Payette National Forest, New Meadows and Council Ranger Districts Butter and Railroad Saddle NCT

Quality Control Plan - The Contractor shall provide a Quality Control Plan (QCP) with the technical proposal. The Contractor shall supplement the QCP at start of work based on items awarded to the Contractor and Inspector's comments.

The general Quality Control Plan must demonstrate how the Contractor will assure quality meets the requirements and specifications of the contract. It shall specify how quality will be monitored to assure the performance standards are met; the supervision of crew and work; and the personnel that will be performing the quality control. Quality control includes the monitoring of quality while work is in progress and an unbiased sample of thinning and other work to determine actual quality percentage.

Inspection - Contractor will notify COR or designee upon completion of each unit and request an inspection in writing. If inspectors deem unit to be deficient, rework will be completed prior to moving into additional units. Inspection of every unit in the Butter and Railroad Saddle project areas will be completed by the Inspectors or Technical Monitors to ensure contract specifications are met. An area that is not meeting full contract specifications and needs rework to be in adherence to the contract will be brought to the attention of the Contractor. Location and description of rework will be communicated to the contractor as soon as possible in order to remedy any reoccurrence of issues.

Rework - If any rework within a unit is necessary, then once the rework is complete, that area will be reinspected by Inspectors after being notified by the Contractor that work has been completed.

Appendix E: Contract Administration

Payette National Forest, New Meadows and Council Ranger Districts Butter and Railroad Saddle NCT

MEASUREMENT

All linear and area measurements under this contract are measured on a horizontal plane within the established boundaries. Acreage for thinning units as described in Appendix A have been estimated from maps or aerial photography prior to the establishment of boundaries posted on the ground. The Government may recalculate unit acreage using GPS (geographical positioning system) methods or on-ground measurements following establishment of on-ground boundary locations. Recalculation of unit acreage may result in a net increase or decrease in Contractor's final payment. Contractor will be paid based on the Government's most accurate acreage estimates.

Re-measurement - The Contractor may at any time after award request remeasurement of any sub-item. The request must be in writing within 10 calendar days after completion of a unit or pay item. Re-measurement shall be made within established boundaries. If re-measurement indicates a variance of 5 percent or less in the acreage stated in the Schedule of Items, there will be no adjustment in acres and the Contractor shall pay for the actual cost of re-measurement. If re-measurement results in a variance greater than 5 percent in the acreage stated in the Schedule of Items, payment shall be based on the re-measured acreage and the Government shall pay for the re-measurement.

METHOD OF CALCULATING PAYMENT

The Contractor's Quality Control

For each completed unit, the Contractor's quality control inspection percentage for tree thinning will be compared to the Government's assessment results. If the results differ by 5 percent or less, the Contractor's inspection will be considered acceptable, and the quality percentage will be used as the basis for payment. When the results differ by more than 5 percent, the Government's inspection percentage will be used as the basis for payment.

Payment calculation

Payment less damages will be based on the following methods.

<u>Quality at fully acceptable performance</u> – meets or exceeds 90 percent. Whenever the quality of work meets or exceeds 90 percent, based on the results of the Contractor's quality control inspection and verified by the Government monitoring, the work will be

acceptable, a payment will be made that provides payment at the unit price for the subitem.

Payment Example: With a unit price of \$100 and a unit size of 40 acres, the bid price would be \$4,000. If the Contractor's work quality were 95 percent, payment would be \$4,000.

<u>Quality at less than fully acceptable performance</u> – less than 90 percent. Whenever the quality of work is below 90 percent (full pay) based on the results of the Contractor's quality control inspection and verified by the Government monitoring, the work is unacceptable and the value of services provided significantly reduced. Therefore, a deduction will be made for less than fully acceptable performance in accordance with the following: Graduated deductions will be made that increase as the quality decreases. For each 1-percent that quality decreases between 90 and 70 percent, a 2-percent deduction in the unit price will be made. No payment will be made for units where quality of work is below 70 percent.

Payment Example: With a thinning quality of 85 percent, the deduction would be: 10 percent for quality between 85 to 90 percent ($5 \times 2\%$). Therefore, the full deduction would be 10 percent, resulting in the Contractor receiving 90 percent of the bid price.

With a unit price of \$100 per acre and a unit size of 40 acres, the bid price would be \$4,000. At 85 percent thinning quality, payment would be: $100 \times 90\% \times 40$ acres = \$3,600.

Payment Example: With a thinning quality of 70 percent, the deduction would be: 40 percent for quality 70 to 90 percent ($20 \times 2\%$). Therefore, the full deduction would be 40 percent, resulting in the Contractor receiving 60 percent of bid price.

With a unit price of \$100 per acre and a unit size of 40 acres, the bid price would be \$4,000. At 70 percent thinning quality, payment would be: $100 \times 60\% \times 40$ acres = \$2,400.

Unacceptable Work

Any unit, with quality less 90 percent, is considered unacceptable and may be rejected. For these areas the Government may (i) accept the work at a reduced price (ii) require the area to be re-worked at no additional expense to the Government, or (iii) reject the work in its entirety. If the quality is unacceptable, the Contractor's right to proceed is subject to immediate termination for default.

When work quality falls below 90 percent in areas of 1/4 acre or larger and the quality of work can be corrected, the Government may require the area to be reworked. If the Government does not require the area to be reworked or the quality remains below 80 percent, the area may be separated from the sub-item and payment made.

Any unit slash treatment and sanitation treatment quality must reflect full compliance with requirements. Noncompliance with any of the specifications will classify the treatment as unsatisfactory and rework will be required before a payment is made.

Any work quality that the Government determines to be unacceptable and is not corrected, will be so noted in the performance evaluation.

Table 1: Major items in the contract with the incentives and deductions for the work
described.

Work Statement	Performance Standard	Government Method of Assessment	Incentive / Deduction
Tree Thinning	Quality meets or exceeds performance standard of 90%.	Inspector conducts periodic monitoring of operations	 The Contractor's quality will be reflected in the performance evaluation either as positive or negative incentive. Rework required if Contractor fails to meet standard.
Sanitation	Meets sanitation treatment requirements.	Inspector conducts periodic monitoring	Rework required if Contractor fails to meet standard
Slash Treatment	Meets slash treatment requirements.	Inspector conducts periodic monitoring	Rework required if Contractor fails to meet standard.
Quality Control	Contractor maintains good quality control on all aspects of operation. Actions not consistent with contract specifications are corrected as per the Quality Control Plan.	Inspector randomly samples and observe operations.	 The quality of Quality Control provided by the Contractor will be reflected in the performance evaluation as either positive or negative incentive. If the Contractor fails to meet standards, work may be suspended or put in Default for failure to take corrective action immediately. Result in adverse performance evaluation.
Work Plan and Schedule	Work meets schedule as per the accepted work plan.	Inspector conducts periodic monitoring.	- The Contractor's ability to maintain the work schedule and complete work on schedule will be reflected in the performance evaluation as

	either positive or negative incentive. - Work not completed on schedule is subject to Default and may result in assessment of actual
	costs.

Appendix F: Definitions

Access point. The point identified for access to work areas.

<u>Aspen Clones</u>. Areas where more than 10 individual aspen trees (> than 4 feet tall) are located adjacent to each other. Aspen trees not located within 15 feet of the rest of the group would not be considered "adjacent".

Calendar Days. Every day shown on the calendar, Sundays and holidays included.

Contract Time. See Period of Performance.

<u>Damage</u>. Defect or deformity of a tree resulting from agents such as wind, snow, animals, insects, disease, and equipment, and evidenced by such things as dead or broken tops or trunks, crooks, and deep scars or damage to the bark on more than ¼ of the circumference of the tree.

<u>Diameter at breast height (DBH)</u>. The diameter of the trunk measure at a point 4-1/2 feet above the ground level on the uphill side of the tree.

<u>Excess trees</u>. Uncut trees that, according to specification, should have been cut. Trees not severed from the stump, hang-up trees, and stumps with live limbs. When girdling or pruning is required, excess trees also includes trees not girdled or trees not pruned that, according to specification, should have been girdled or pruned.

Hang-up tree. Any cut tree suspended more than 3 feet off the ground.

<u>Intermittent stream.</u> A stream or portion of a stream that flows in response to seasonal runoff and, unlike ephemeral streams, have well-defined channel bed and banks.

<u>Leave Trees</u>. Any tree that is selected or required to be left standing according to requirements in Contractor Work Requirements and Standards

Live limb. A limb of any size that has green needles attached.

Missing leave trees. Trees cut that should have been selected as a leave tree.

<u>Perennial stream.</u> Generally having year-round flow except in periods of extreme drought.

<u>Period of Performance</u> (also Performance Period or Contract Time). The number of calendar days allowed in the contract for completion of contract work.

<u>Quality Control</u>. Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements. The methods for inspecting for quality control are described in the Contractor's Quality Control Plan (QCP).

Slash. Trunks of cut trees, and/or limbs created by the Contractor's operations.

<u>Spacing</u>. The horizontal distance from the trunk of one leave tree to the trunk of the next nearest leave tree. Average spacing is calculated from the leave trees per acre.

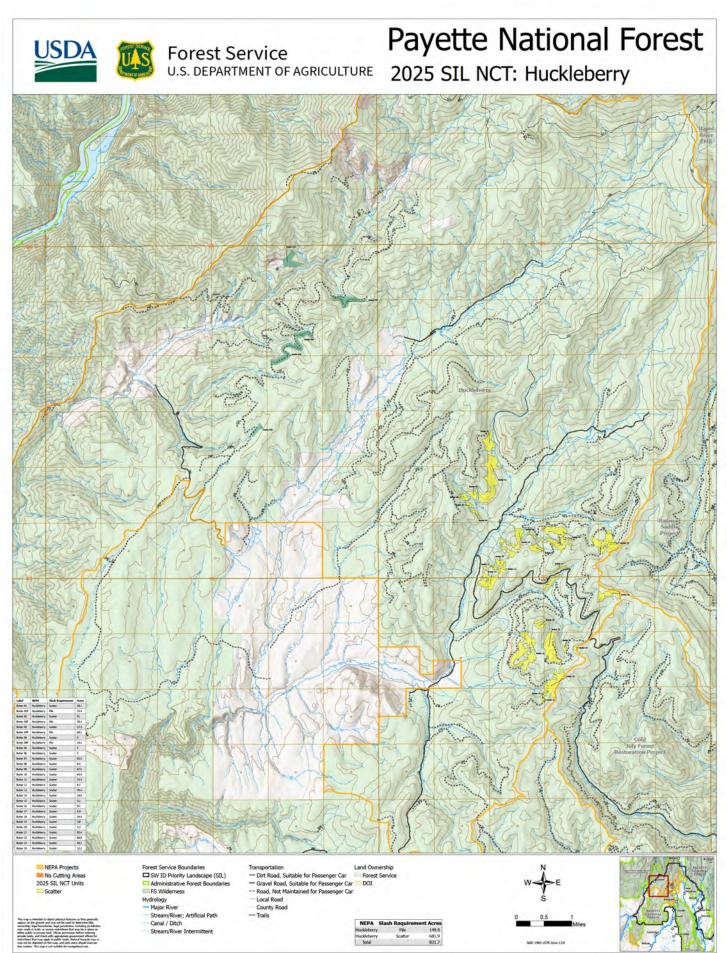
<u>Sanitation</u>. The felling, pruning, or girdling of disease infected or disease susceptible trees to protect residual trees from infection

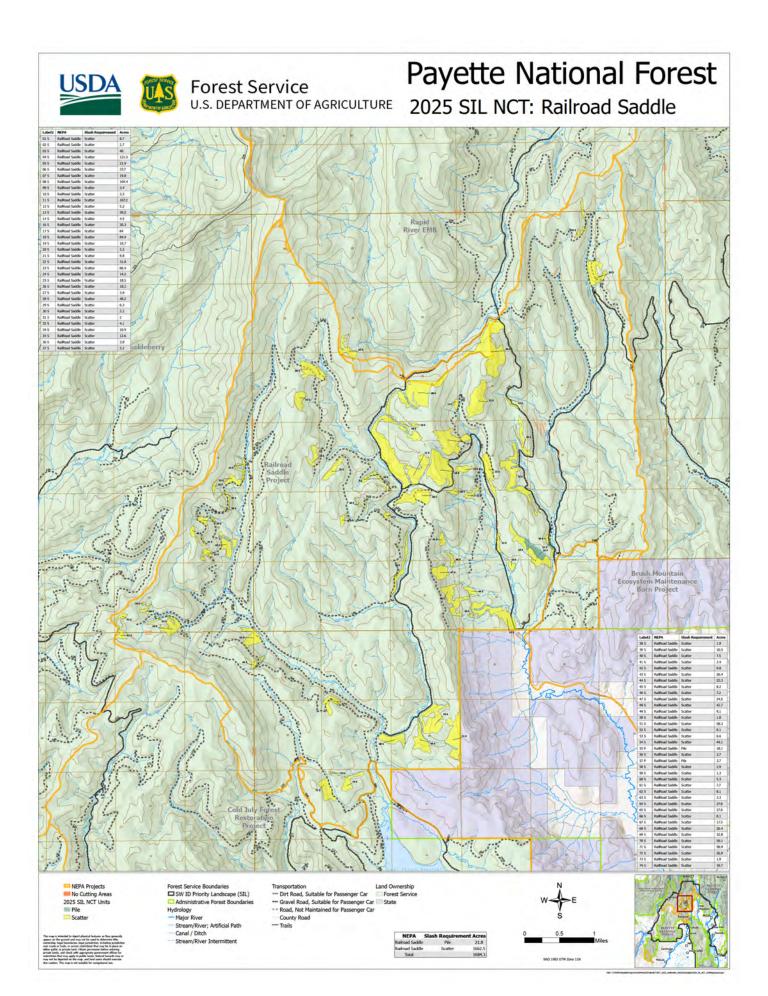
<u>Stream course</u>. The area along a stream with riparian vegetation and other riparian characteristics. Stream courses are noted on the project maps. They typically require special treatment, which may include alteration to the tree cutting, slash treatment, vehicle travel or fueling of saws.

<u>Special Protection Area</u>. A zone that has special characteristics such as riparian vegetation, wildlife calving areas, etc. Special protection areas are noted on the project maps and they may require special treatment such as an alteration to the tree cutting, slash treatment, vehicle travel or fueling of saws.

<u>Unsatisfactory Tree</u>. Cutting of a tree that fails to meet contract standards; includes but is not limited to: cutting the wrong tree, failing to cut a correct tree, failure to completely sever a live limb, etc. Failure to prune a tree or pruning that is not in contract. Failure to girdle a tree that meets the specifications is also an unsatisfactory tree. Unsatisfactory trees are considered a deficiency or discrepancy in contract inspection.

Appendix G: Maps





Appendix H

NFF Funding Code: 1596093 NFF Funding Name: SW Idaho Wildfire Crisis Landscape

Funder Agreement ID: 23-SA-11041200-037

Flowdown Provisions

DAVIS BACON WAGES FOR CONSTRUCTION.

Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with sub-chapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").

BUILD AMERICA, BUY AMERICA (OMB Memo M-22-11).

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- 1. all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- 2. all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- all construction materials are manufactured in the United States-this means all manufacturing processes for the construction material occurred in the United States. This excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding brought to the construction site and removed at or before completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, or portable computer equipment used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

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