

Request for Quotes
2025 Sulphur Ranger District Spring Planting
Arapaho & Roosevelt National Forests, Colorado

Background and Statement of Work: The National Forest Foundation, in partnership with the U.S. Forest Service (USFS), Arapaho and Roosevelt National Forest and Pawnee National Grassland (ARP), is seeking proposals to conduct reforestation on select areas in the East Troublesome and Williams Fork fire burn areas. The purpose of this request is to secure services for planting 50,666 USFS-furnished tree seedlings on 267 acres on the ARP Sulphur Ranger District. This work will include, but is not limited to, all labor, management, supervision, tools, materials, and equipment necessary to perform the stated purpose of this statement of work

Information Requested

If interested in submitting a bid for this project, please provide a quote 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.

PROJECT OVERVIEW AND REQUIREMENTS

General Specifications

(a) Description of Work – This Request for Quotes is for reforestation services related to tree planting including the following:

1. Manual tree planting of up to 50,666 lodgepole pine container seedlings and related work in compliance with the terms, specifications, and provisions in Appendix A. This includes furnishing labor, equipment, supervision, transportation, operating supplies, and incidentals.
2. Scalping of planted trees

b) Location - This project is located on the Arapaho and Roosevelt National Forest, Sulphur Ranger District. The planting operations will take place at two locations, the East Troublesome burn scar and the Williams Fork burn scar.

c) Work Schedule - Estimated start: June 2, 2025 and must be completed by June 14, 2025.

Other Project Requirements and Specifications

(a) Utilities - 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.

(b) Specifications - Project work shall be accomplished in accordance with the following:

- a. Appendix A: Scope of Service and Pricing Table
- b. Appendix B: Statement of Work and Specifications
- c. Appendix C: Planting Area Maps
- d. Appendix D: Planting Diagrams
- e. Appendix E: Inspections and Acceptance
- f. Appendix F: Deliveries of Performance
- g. Appendix G: Contract Administration Data
- h. Appendix H: Flowdown Provisions

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 applicable, 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 Quote, 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 RFQ may be subject to flowdown requirements under associated federal or state funding agreements, which are included and made part of by this reference.

Pricing Schedule

Contractor shall price work according to the schedule below. Prevailing wages are required per conditions of funding sources.

	Task/Item	Units	Quantity	Cost per Unit	Extended Cost
	East Troublesome [164 acres]	Tree	31,152		
	Williams Fork [103 acres]	Tree	19, 514		
	Scalping 16"x16"	Tree	50, 666		
				Total Bid	

SUBMISSION, EVALUATION, AND CONTACTS

Contractor Selection Process

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 May 1, 2025 and will prepare a separate contract document.

- Price
- Previous Work History
- References
- Contractor availability / Project timeline

The NFF may, in its sole discretion, choose not to award a contract based upon received proposals and availability of funding. No work is guaranteed until a separate contract has been signed by all parties.

Point of Contact

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

Morgan Cannon
Northern Colorado Project Coordinator
National Forest Foundation
mcannon@nationalforests.org

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

Bid Submission

Submit bids via email to mcannon@nationalforests.org by April 23, 2025.

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

SCOPE OF SERVICES and PRICING TABLE

1. The Contractor has been retained to provide the supervision, management, labor, materials, supplies, tools, equipment, services, testing and/or any other thing re3quired to diligently perform and complete the work referred to herein more specifically described as:
 - a. Manual tree planting of up to 50,666 lodgepole pine container seedlings and related work in compliance with its terms, specifications, and provisions. This includes furnishing labor, equipment, supervision, transportation, operating supplies, and incidentals.
 - b. Scalping of planted trees
2. Pricing Schedule:

	Task/Item	Units	Quantity	Cost per Unit	Extended Cost
	East Troublesome [164 acres]	Tree	31, 152		
	Williams Fork [103 acres]	Tree	19, 514		
	Scalping 16"x16"	Tree	50, 666		
				Total Bid	

APPENDIX B

Statement of Work and Specifications

1 Tree Planting (Containerized Seedlings)

For this project, the NFF representative and designated USFS representative will partner closely on all technical elements. NFF will consult the USFS representative before signing off on all technical aspects of the project. NFF will serve as the sole official communication on all contractual matters with the selected contractor.

All operations shall be performed in an organized manner, and in groups of whole crews. This includes, but is not limited to, arrival, bagging, re-bagging, planting, and completion of a unit. Planting with scattered crews within or between units shall not be permitted except as necessitated by on-the-ground conditions and then only when approved by the NFF.

All of the project units shall be worked to the specifications. Seedlings shall be planted to the boundary of all work areas and around the perimeter of all non-work areas within the work unit.

Tree seedling containers (boxes and bags) emptied during planting shall be transported back to the USFS's storage facility (Shadow Mountain Village, 34 Co Rd 66, Grand Lake, CO 80447. Boxes shall be broken down to facilitate handling.

The Contractor shall adhere to the following specifications for care, protection, and planting of all tree seedlings:

1.2 Care and Handling of Seedlings

- a. Seedlings shall be protected at all times from drying, heating, smothering, freezing, crushing, drowning, abrasion, rapid temperature fluctuations, or contact with injurious substances.
- b. Seedlings stored in boxes, bags or bundles shall not be exposed to direct sunlight. Punctured or torn bags or boxes shall be promptly resealed. Containers of seedlings shall be opened only in full shade. Bundles, bags, or boxes shall be separated to provide free air movement.
- c. Seedlings shall not be removed from shipping containers until needed for preparation for planting.
- d. Seedlings shall be planted without further root or top pruning or culling. If pruning or culling appears necessary, or if mold, dry roots, evidence of injury, or dying is seen, the condition shall immediately be reported to the NFF and USFS representative. Seedling roots shall not be pruned, clipped, or cut by the Contractor or Contractor's employees.
- e. Frozen seedlings shall not be handled until completely thawed. They shall be thawed in full shade.
- f. When planting containerized seedlings, do not remove bundle wrapping material until planting occurs.

- g. Seedling bagging shall be conducted in an organized manner so that root exposure to the outside air does not exceed 15 seconds.
- h. Seedlings carried in planting bags shall not exceed the number that can be carried and removed without injury or which can be planted before heating or drying of the roots occurs. The latter will vary with the weather and will be determined by the Forest Service. An acceptable limit of seedlings will be determined by the NFF and USFS after inspections of the seedlings in the planters' bags. Species composition, seedling size, and nursery bundling will also be considerations in determining the number of seedlings per bag-up.
- i. If containerized seedlings are wrapped in bundles, only one bundle at a time may be unwrapped by the planters when carrying seedlings in planting bags.
- j. Seedlings in planting bags shall have only their tops exposed.
- k. Seedlings shall only be removed from planting bags immediately before planting in prepared hole.
- l. Seedlings shall be gently removed, one at a time, to prevent stripping or other injury, and quickly and gently inserted into the planting hole.
- m. Seedlings placed in bags shall be planted out before lunch, before the end of the day, or before any other significant work stoppage, and not returned to storage.
- n. Seedlings returned to the NFF and USFS after completion of a unit shall be counted and placed in packing containers by the Contractor. A count of the seedlings shall be provided to the NFF and USFS before moving to a new planting area.

1.2 Spacing

- a. Trees shall be planted in spots distributed over the area as defined in the units identified in the data table.
- b. Each planting spot's specified average spacing may be varied up to 50 percent in any direction to find a suitable planting spot. The number of seedlings planted per acre, however, shall not be materially increased or decreased because of individual planting spot selection.
- c. No planting allowed within the inner gorge of stream courses.
- d. 15'x15' spacing for all units with a +/- 5' of allowable deviation if necessary. This is targeted at 190-195 trees per acre. An alternative spacing may be used in the case of access issues or other situations in which a unit or part of a unit becomes inaccessible, so all trees are planted at the time of implementation.

1.4 Planting Spot Selection and Preparation

- a. Whenever possible, within spacing requirements set forth in this contract, planting spots shall be selected where stumps, down logs, brush, and terrain features provide partial

protection from sun, wind, animals, loose debris, and other agents detrimental to seedling survival and growth. See attachments, Utilization of Material to Provide Shade.

- b. No seedlings shall be planted closer than 5 feet from a planted or suitable existing tree. No seedlings are to be planted under the drip lines of live residual conifer or live hardwood trees within and adjacent to unit boundaries.
- c. The Contractor shall clear the selected planting spot of all limbs, snow, bark, rotten wood, rocks, and other loose debris, and shall scalp ash, duff, sod, crowns of living plants, roots and other material to expose moist mineral soil.
- d. The size of the scalp for all units will be 16x16 inches. If the scalp is stated as a radius, it will be measured from the stem of the planted seedling. A 16" x 16" inch area shall be cleared, by scraping or grubbing out vegetation, with a planting spot in middle. Vegetation removed from the scalp shall be scattered in the vicinity of the scalp and shall not exceed a height of 1 foot above ground level.
- e. Planting holes will be made with a planting dibble or planting bar only for planting tree seedlings.
- f. The seedlings shall be planted in the center of the prepared hole, deep enough so that a minimum of four centimeters of soil placed on top of the plug and leveled with the surrounding soil surface will seal the plug into the ground. Plug growing media shall not be distorted or broken from the root system during the planting process.

1.5 Filling the Hole and Firming the Soil

- a. Moist mineral soil shall be filled in and gently firmed around seedling roots.
- b. Planting holes shall be free of dry soil, ash, organic matter, rock, other foreign material,
- c. and air pockets.
- d. Soil shall be filled in and firmed progressively, starting at the bottom of the hole, so that
- e. no loose soil or air pockets remain, and the tree is as firmly planted as soil conditions
- f. will allow.
- g. The contractor shall not wedge the sides of the planting hole, and firming the soil
- h. around the tree shall be done in a manner that assures the tree and root systems are
- i. not smashed or damaged.
- j. The tree stem shall be erect and be vertical or perpendicular to the ground-level of the
- k. planting spot.
- l. The tree shall not be weighed down with mud or debris.
- m. Firmness will be inspected by gently pulling upward on the stem of the seedling. The
- n. soil shall be firm enough around the root system so that no movement occurs to the
- o. seedling.

1.6 Seedling Orientation Standards

1. Seedlings will be planted so that the root collar is even with the soil surface or within one inch below the soil surface, no portion of the roots or root collar shall be exposed.
2. The roots shall be oriented at an angle between perpendicular to the slope and true vertical.
3. The root system shall be undamaged and in a natural position to a minimum of 12 inches deep,
4. Free of folded, curled, bunched, or balled roots.

See Appendix C for Planting Diagram Standards

1.7 Species Mixture

The only species planted will be lodgepole pine.

2. Contractor-Furnished Equipment

Contractor shall furnish the following items which shall meet the following minimum requirements:

1. Accommodatable tool or bar that shall be long enough to prepare a hole that will accommodate 8-inch-long containerized seedlings.
2. Planting bags shall be light, not retain heat, have a minimum depth of 38 cm (15 inches), and be free of defects.
3. Planting bags and liners that shall be clean and free from dirt and residue from prior planting operations when initial planting on this contract begins, or after any stoppage of work where the Contractor plants elsewhere.
4. Drinking water for workers and all sanitary facilities maintained in a sanitary manner.
5. All necessary safety and personal protective equipment (PPE).
6. Transportation and handling of tree protocols
7. Items needed to ensure that tools, boots, and clothing are free of mud, debris, and other material that may harbor and spread invasive weeds.

Unless otherwise specified herein, the Contractor shall provide all labor, transportation, materials, and equipment necessary to perform the work as described herein.

The contractor shall also have, at all times of contract performance, a properly designated representative that understands and speaks fluent English.

3. Government-Furnished Equipment

The USFS will deliver to the Contractor the following Government furnished property:

- Tree seedlings

The NFF and USFS technical advisors shall give the Contractor 24-hour notice of availability of seedlings; unless a shorter notice is mutually agreed to at the time notice is given.

The trees will be available at Shadow Mountain Village, 34 Co Rd 66, Grand Lake, CO 80447

4. Project Area

This project is located on the Arapaho and Roosevelt National Forest, Sulphur Ranger District. The planting operations will take place at two locations, the East Troublesome burn scar and the Williams Fork burn scar.

The East Troublesome Reforestation Planting Units are located off Highway 125 in Sections 26, 27, 34, 35, Township 4 North, Range 78 West and Sections 4, Township 3 North, Range 77 West in Grand County, Colorado 6th PM. The units are north of Forest Service Road 108.1 [Buffalo Creek] and east of Forest Service Road 121.1 [Gravel Mountain]. Units 11A, 11B, 11C have access off the highway to the west. 1.35 miles to the back end of Unit 11C. Unit 7 is off Hwy 125 to the east down Gravel Mountain Rd. This road is behind a gate and has a washout that creates a longer walk-in to unit 7. Approximately 1.25 miles from the road

The Williams Fork Reforestation Planting Units are located off Highway 30 in Sections 19, 20, 29, 30, Township 2 South, Range 78 West and Sections 24, 25, Township 2 South, Range 78 West in Grand County, Colorado 6th PM. Highway 30 south from Parshall, CO to junction at Kinney Creek Rd (Hwy 302). All units accessible via hike in north of the 302 Rd. Longest hike in is Unit 2 at approx. 1 mile from the road.

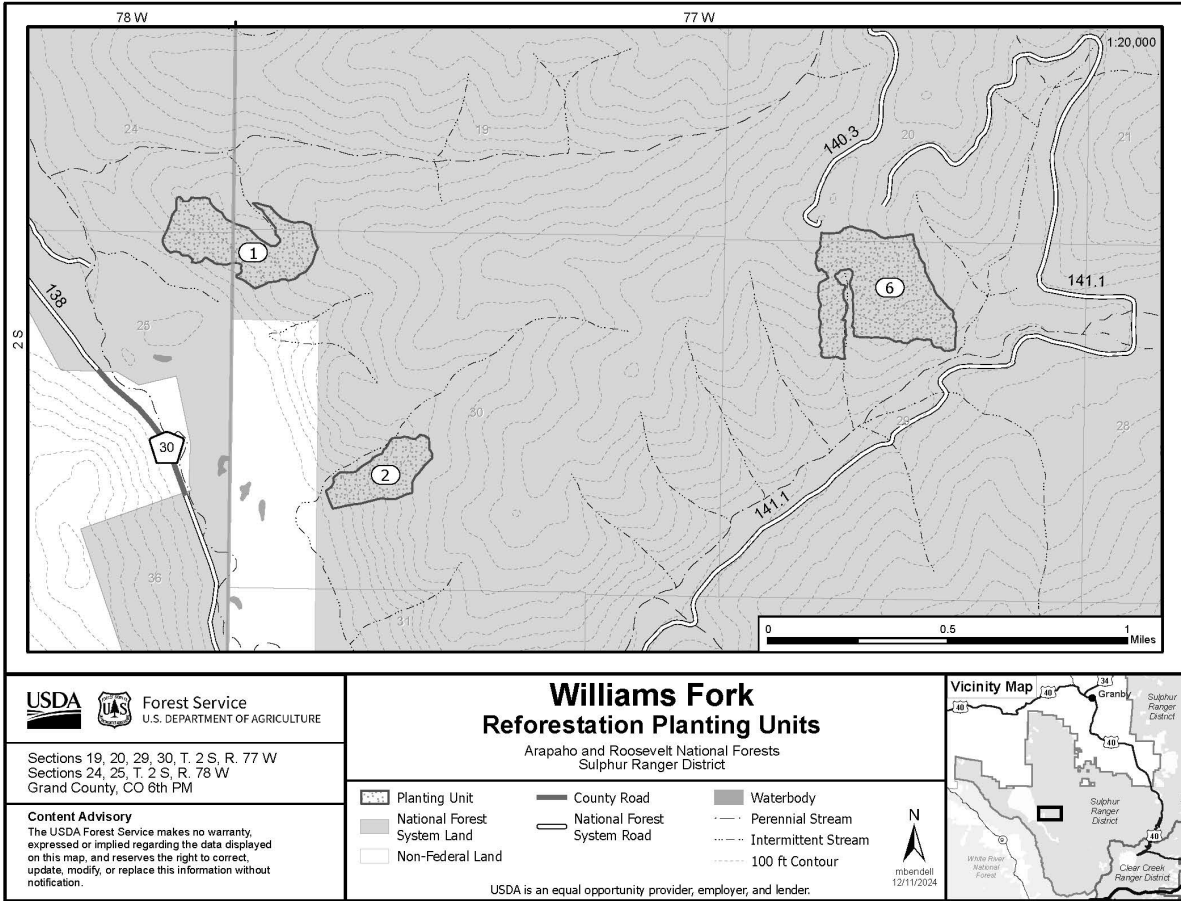
Designated access roads to reach contract work areas are accessible by four-wheel drive vehicles unless otherwise noted. Some units may require a "specified walk in" as indicated. No vehicles will be permitted to operate off any roads designated on the contract area map at any time. Snowpack or mud on access roads may necessitate the use of special vehicles to gain access. It is the responsibility of the Contractor to thoroughly acquaint themselves with all road conditions for gaining access to the planting site.

NFF and the USFS will not be responsible for any access cost from failure or causes attributed to the Contractor's failure to make inspection of road conditions and satisfy them as to the type of transportation needed.

Inaccessibility due to snow, fallen trees, mud, slides, or washouts on roads may or may not be corrected at the option of the USFS. If road access is blocked, the USFS may (1) provide an alternate access route; (2) delete the inaccessible unit(s), (3) require an "unspecified walk-in," or (4) provide an alternative planting area.

APPENDIX C

Project Area Maps



USDA **Forest Service**
U.S. DEPARTMENT OF AGRICULTURE

Sections 19, 20, 29, 30, T. 2 S., R. 77 W
Sections 24, 25, T. 2 S., R. 78 W
Grand County, CO 6th PM

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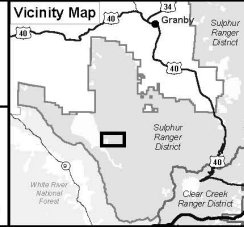
Williams Fork Reforestation Planting Units

Arapaho and Roosevelt National Forests
Sulphur Ranger District

- | | | |
|-----------------------------|-----------------------------|---------------------|
| Planting Unit | County Road | Waterbody |
| National Forest System Land | National Forest System Road | Perennial Stream |
| Non-Federal Land | | Intermittent Stream |
| | | 100 ft Contour |

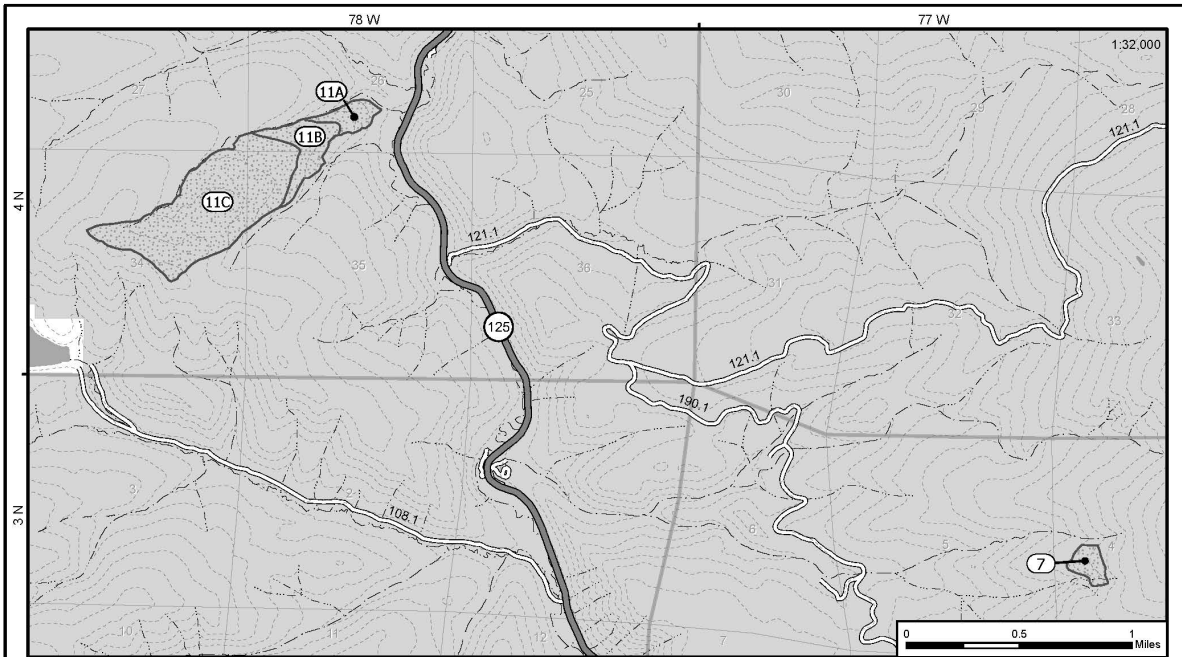


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USDA **Forest Service**
U.S. DEPARTMENT OF AGRICULTURE

Sections 26, 27, 34, 35, T. 4 N, R. 78 W
Section 4, T. 3 N, R. 77 W
Grand County, CO 6th PM

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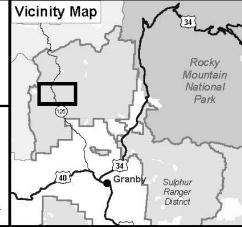
East Troublesome Reforestation Planting Units

Arapaho and Roosevelt National Forests
Sulphur Ranger District

- | | | |
|-----------------------------|-----------------------------|---------------------|
| Planting Unit | State Highway | Waterbody |
| National Forest System Land | National Forest System Road | Perennial Stream |
| Non-Federal Land | | Intermittent Stream |
| | | 100 ft Contour |



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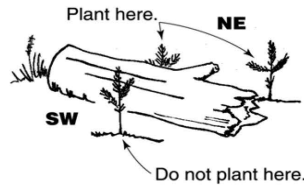
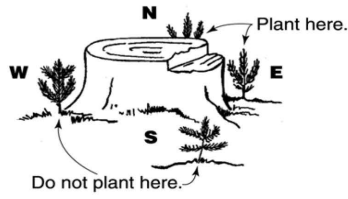
APPENDIX D

Planting Diagrams

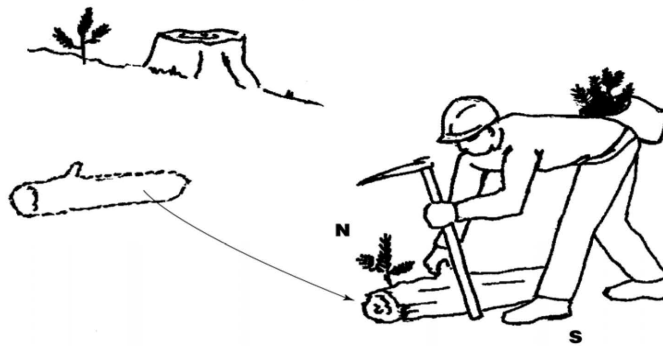
Attachment B

Utilization of Material to Provide Shade

Using existing shade















Transporting shade



Attachment C

Satisfactory and Unsatisfactory Plantings

<p>SATISFACTORY</p> 	<p>SATISFACTORY</p> 	<p>Unsatisfactory</p>  <p>Too deep. Needles buried.</p>
<p>Unsatisfactory</p>  <p>Improper orientation. Not planted into the slope or near vertical.</p>	<p>Unsatisfactory</p>  <p>"L" roots. Shallow hole.</p>	<p>Unsatisfactory</p>  <p>"J" roots. Shallow hole. Roots often exposed.</p>
<p>Unsatisfactory</p>  <p>Jammed roots. Hole too narrow and shallow.</p>	<p>Unsatisfactory</p>  <p>Hole too shallow. Roots exposed.</p>	<p>Unsatisfactory</p>  <p>Air pocket because of improper tamping.</p>
<p>Unsatisfactory</p>  <p>Planted in rotten wood. Roots not in mineral soil.</p>	<p>Unsatisfactory</p>  <p>"U"- or "J"-shaped tap root.</p>	<p>Unsatisfactory</p>  <p>Compacted roots. Hole too narrow.</p>

APPENDIX E

Inspections And Acceptance

1.1 Inspections

Inspections are for the purpose of satisfying the NFF and USFS that the services are acceptable and do not relieve the Contractor of the responsibility for maintaining quality control.

The NFF and/or the designated Forest Service inspector will conduct all inspections. The Contractor (or designated representative) is encouraged to be present to observe inspections. Summary results will be made available on request.

Compliance Inspections

Visual compliance inspections will be made periodically. Such inspections are not final and do not constitute acceptance by the National Forest Foundation.

1.2 Final Inspections

Final (formal) inspections for payment will be made on completed sub-items only. Contractor shall request final inspections in writing and give the NFF at least two working days advanced notice. Inspections will be completed within four working days after the notice is received. If the work is not ready for inspection at the time specified by the Contractor, the cost associated with the inspection attempt may be charged to the Contractor.

1.3 Disputed Inspection

The Contractor may request re-inspection without rework if the results are unacceptable. Re-inspection must be requested in writing within 48 hours (about 4 days working days) after receiving written notice of the inspection results. Re-inspection will be accomplished within five working days after receipt of the contractor's written request.

The same sampling and inspection procedures will be used, but new samples will be taken. The inspection pattern will be shifted so that new samples will not overlap previously inspected samples. Results will be rounded to the nearest whole percent.

1.4 Contractor Materials Responsibility

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any NFF or Forest Service inspection.

2. Inspection of Services

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to NFF and the USFS, covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to NFF and USFS during contract performance and for as long afterwards as the contract requires.

(c) The NFF and any designated USFS representative has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The NFF and any designated USFS representative shall perform inspections and tests in a manner that will not unduly delay the work.

(e) If any of the services do not conform to contract requirements, NFF may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, NFF may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

3. Formal Inspections

The Contractor shall establish an inspection system acceptable to NFF and USFS. The Contractor's inspection system must be submitted and accepted by the NFF and USFS prior to issuance of the Notice to Proceed. The primary purpose of the Contractor's inspection is for assurance of quality control. The NFF and USFS may, however, accept the Contractor's inspection for unit acceptance either wholly or in part.

The Contractor's inspection shall comply with the following:

- a. Shall be systematic in application.
- b. Shall yield an inspection of at least one percent of the area.
- c. Shall be documented on a Contractor designed form.
- d. Shall be timely in performance.
- e. Shall address all the work specifications.
- f. Shall show a method of determining quality attained.

3.1 NFF Quality Assurance Plan

This section provides a quality assurance plan for tree planting performed under this contract. This plan will help ensure that performance meets the required levels of quality as defined.

Inspections and quality monitoring will be monitored and evaluated by the NFF under guidance and input from designated Forest Service technical advisors. Final notice and designation of quality performance will be assessed by the NFF.

The NFF and USFS technical representatives will conduct on-site inspections. Planting procedures will be observed and planted seedlings on respective sample plots will be examined to ensure and measure compliance with specifications. Specific inspection items include but are not limited to:

Above Ground Inspections:

1. Planting spot selection
2. Planting spot preparation
3. Seedling location on planting spot
4. Planting depth and exposed roots
5. Stem position or damage
6. Firmness
7. Spacing
8. Wasted trees

Below Ground Inspection:

1. Planting hole preparation
2. Planting hole orientation
3. Root configuration and orientation
4. Altered root length and damage
5. Debris in planting holes – rocks, sticks, wood, duff, snow, etc.
6. Overly loose soil or air pockets
7. Overly compacted soil around the roots

3.2 Timing of Inspections

Inspections for seedling planting shall be performed concurrently with the progress of work.

3.3 Plot Inspection Procedure

The NFF and/or the USFS appointed technical advisors will conduct a series of plots sufficient in number to sample at least one percent of the planted trees.

Suggested inspection plot sizes:

Inspection Plot Size	Plot Radius	Target planting density range
1/50 ac	16.7 ft	200 – 500 trees/ac
1/20 ac	26.3 ft	200 – 500 trees/ac
1/10 ac	37.2 ft	100 –200 trees/ac
1/5 ac	52.7 ft	<100 trees/ac

Average amount of planting spots per spacing requirement and plot size:

Nominal Spacing	Average planting spot per acre on 1/10 acre plot	Average planting spot per acre on 1/20 acre plot	Average planting spot per acre on 1/50 acre plot
13x13	23	13	5
14x14	22	11	4
15x15	19	10	4
16x16	17	8	3
17x17	15	8	3
20x20	11	6	2
30x30	5	2	1

Inspection within each plot will be as follows and the sequence in which these steps are done may vary

1. Locate and mark plot center on the ground
2. Determine from Table 1 the inspection plot size based on target planting density
3. Determine from Table 2 the average number of planting spots for the plot based on the specified average spacing
4. Record the total number of trees sampled on the plot
5. Work in a clockwise direction from north to locate and examine the condition of planted trees. A poorly planted tree may have more than one violation but record only the most severe violation.
6. Compute the Planting Quality Percentage (PQ%) by the following formula:

$$PQ\% = (\text{Planting Correctly} / \text{Total Sampled}) \times 100$$
7. The percentage of planting quality as calculated above will be rounded upwards to the nearest whole percent. Upon completion of each planting site, the Contractor may request in writing a final evaluation of the planting.

4. Payments and Deductions

Payment will be based on number of trees planted and quality of planting as accepted by the NFF. Payment will be processed for completed items only.

Planting quality at 90% or above will be paid at the full price for the individual planting unit. If planting quality falls below 90% for a site, a deduction will be made against the unit of payment for every percent below 90 as shown below in Table 3.

TABLE 3		
Quality (%)	Reduction (%)	Final Payment (%)
90 or above	0	100
89	-2	98
88	-4	96
87	-6	94
86	-8	92
85	-10	90
84	-12	88
83	-14	86
82	-16	84
81	-18	82
80	-20	80
79 and lower will not be accepted		

4.1 Failure to Comply with Specifications

Failure to comply with the specifications will require rework of the area at Contractor’s expense. If the quality of future work is not improved to meet specifications within two consecutive workdays after Contractor’s receipt of notice, the Contractor’s right to proceed may be terminated. Failure of the Contractor to correct unsatisfactory conditions or continued failure to follow contract specifications will be considered non-compliance with terms of the contract and may be grounds for contract termination.

4.2 Unit Acceptance

The NFF may accept units based on the results of the Contractor’s inspection, providing The USFS’s observations agree with Contractor’s inspection results. However, The USFS may perform supplementary or complete inspections. The USFS inspections will conform to the same criteria as those specified for Contractor’s inspection. If The USFS inspections are performed, The USFS inspections will take precedence and will be used for acceptance or non-acceptance of the work.

APPENDIX F

Deliveries of Performance

The Contractor shall begin work within 1 calendar days after the effective date of the Notice to Proceed and shall execute the work at a rate that will result in completion of all work within 5 working days, if site conditions are deemed operable by the NFF or USFS technical advisors.

Failure to begin work on schedule will make the contract subject to immediate termination for default.

1. Delays

Delays due to normal adverse weather, weekends, and holidays have been included in the calculation of contract time. The NFF and USFS representatives reserve the right to set the priority of items or sub-items.

1.1 Winter Shutdown

When winter weather sets in and work continuing is impractical, the NFF may authorize a total suspension until work can proceed. During total suspension, the calendar days elapsed will not be charged against the contract time.

1.2 Suspension of Planting Operations

Planting operations shall cease when it is determined by the NFF and the USFS that weather conditions are detrimental to the survivability of the newly planted seedlings. Weather Guidelines for Planting Seedlings may be used as a determinant along with the predicted weather and local experience in the decision to stop planting. Weather data will be obtained at the planting site using handheld weather instruments.

1.3 Seedling Planting Progress

Seedling survival and growth is dependent upon proper soil and weather conditions when planted. These conditions will only prevail for a limited length of time; therefore, planting must start promptly after these suitable conditions occur. Work shall start on the effective date of the Notice to Proceed. The Contractor shall maintain progress at a rate, which assures completion within the indicated contract time.

2. Notice to Proceed and Contract Time

The NFF will issue a Notice to Proceed as soon as weather and ground conditions are favorable for survival of planting stock.

2.1 Suspending Work Order

Whenever the NFF or USFS technical advisors determine that the temperature, humidity, soil moisture, plant moisture stress, winds, or a combination of these and other physical conditions have become unsuitable for seedling survival on any area, the Contractor shall move the work force to another area(s), prescribed by the Forest Service. When no other area is available, the NFF will issue a Suspend Work Order and contract time will stop. When conditions are again favorable, the NFF will issue a verbal Resume Work Order and confirm the resumption in writing. Contract time will resume on the effective work resumption date. In all cases, the Contractor shall resume work within 3 calendar days after the effective work resumption date.

It is the Contractor's responsibility to keep the NFF currently advised as to where the Contractor or the Contractor's representative may be reached by phone during periods of work suspension. If the Contractor cannot be reached at the phone number provided, or if the Contractor fails to leave a number, a written Resume Work Order will be mailed, and contract time will resume on the date specified on the Resume Work Order.

When work in a unit is suspended or stopped, it shall be the Contractor's responsibility to delineate the planted area to aid in locating the starting point when work resumes, and to permit the inspectors to determine the area completed.

A Notice to Proceed may be issued for a portion of an area which is clear. Contract time will begin by using the same criteria as above.

The amount of contract time allowed for that portion which is open will be calculated by dividing the total acres for that bid item by the number of contract days for that bid item, divided into the number of acres for which the Notice to Proceed is given.

3. Schedules

The Contractor shall provide, to the NFF for approval, a practicable work schedule before or by the pre work conference. If the Contractor fails to submit a schedule within the time prescribed, the NFF may withhold approval of payments until the Contractor submits the required schedule.

If, in the opinion of the NFF, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the NFF, without additional cost to the NFF. In this circumstance, the NFF may require the Contractor to increase the number of shifts, overtime operations, and days of work. The Contractor must submit for approval any supplementary schedules or schedules in chart form as the NFF deems necessary to show how the approved rate of progress will be regained.

Failure of the Contractor to comply with the requirements of the NFF under this clause shall be grounds for a determination by the NFF that the Contractor is not executing the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the NFF may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

APPENDIX G

Contract Administration Data

1. Prework

Pre-work conference. Before work begins on service contracts, a pre-work conference is normally held to discuss the contract – especially the specifications, labor provisions, plan of work, and selected standard clauses. The pre-work meeting should be attended by an officer of the firm or someone designated in writing to act on behalf of the firm. The pre-work meeting may be waived at the discretion of the NFF.

2. Notice to Proceed

No work may begin on this contract until the NFF has issued a Notice to Proceed.

3. Payment

Payments and Deductions. Payment will be made for fully acceptable work at the prices bid in the schedule of items. In the event of extended non-work periods because of adverse weather, the NFF may authorize progress payments for partially completed sub-items on a case-by-case basis. In accordance with the inspection clause, payment may be made for less than fully acceptable work at a reduced price. Other exceptions are noted below:

3.1 Calculation of Payment

- a. When inspection percentage is 90 percent or above, payment will be made at 100 percent of the item price.
- b. When inspection percentage is 80 to 89 percent, payment will be made at that percentage of acceptability.
- c. Where quality falls below the Minimum Acceptable Quality level of 80 percent, the Contractor may be required to rework, and actual damages incurred by the NFF as a result of the rework may be assessed. Repeated failure to plant at the 80 percent level or above may be grounds for termination for default. As a minimum, actual damages will be assessed on those acres not satisfactorily planted. Actual damages include, but are not limited to, cost of seedlings, site preparation and resurvey.

3.2 Partial Payment

Partial payments may be made if requested by the Contractor if payment will only be made upon completion, inspection, and acceptance of a complete unit.

- a. Partial payments will be made no more than every 14 calendar days.

APPENDIX H

Flowdown Provisions

COPYRIGHTING.

Award Recipient or Contractor is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by Award Recipient or Contractor under this agreement.

- Any right of copyright to which Award Recipient or Contractor purchase(s) ownership with any Federal contributions.

U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.

Award Recipient or Contractor shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS.

All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- d) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- d) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- d) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d) If the Government determines that the recipient is not in compliance with this award provision, it:
 1. Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 2. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS USED BY COOPERATORS.

Any employee, contractor, or volunteer of the NFF who will use chain saws or crosscut saws on National Forest System lands under this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358. The cooperator is responsible for providing sawyer training, evaluation, and certification for the cooperator's employees, contractors, and volunteers, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership for the cooperator to provide sawyer training and evaluation. In these circumstances,

the U.S. Forest Service, upon request and upon availability of Agency resources, may assist with conducting sawyer training and evaluation for the cooperator's employees, contractors, and volunteers. Cooperator employees, contractors, and volunteers who will use chain saws and/or crosscut saws on National Forest System lands must be certified by the cooperator. Only those cooperator organizations with an approved sawyer training, evaluation, and certification program may conduct sawyer training, evaluation, and certification. Any employee, contractor, or volunteer of the cooperator who will use other types of saws, such as handsaws to cut small diameter material, brush saws, and pole saws, must be trained in accordance with Forest Service Handbook 6709.12, Chapter 40, section 41.3. The cooperator is responsible for providing that training.