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NATIONALFORESTS.ORG

Request for Proposals

South Fork Fire Fuels Reduction Project, Phase 1

Lincoln National Forest, New Mexico

NFF Background:

The National Forest Foundation (NFF) is a congressionally chartered nonprofit organization with the simple mission of bringing people together to restore and enhance National Forests and Grasslands. The NFF is the leading organization inspiring personal and meaningful connections to our National Forests, the centerpiece of America's public lands. Working on behalf of the American public, the NFF leads forest conservation efforts and promotes responsible recreation. We believe these lands, and all they provide, are an American treasure and are vital to the health of our communities.

Project Background:

The South Fork fire occurred on the Lincoln National Forest in 2024. Over the past several years, NFF and its partner, the USDA Forest Service (USFS) have been working to restore ecosystems negatively impacted on the Lincoln National Forest (LNF). This project is in close proximity to the Village of Ruidoso in Lincoln County, New Mexico. It is located approximately two and a half hours southeast of Albuquerque, New Mexico.

Statement of Work:

This RFP lists multiple vegetation management treatments as available bid items. Bidders should provide proposals for whichever items they are interested in and capable of performing but are not required to submit bids for all of the listed items. Multiple contracts will be awarded depending on price, budget, and workload.

The work is comprised of vegetation management in mixed complexity stands via mechanical equipment and/or hand crews. The primary focus will be thinning and falling trees of various heights and diameter at breast height (DBH) along with thinning various species between 1-to-8-inch

DBH.

This initial RFP is for services to be performed in 2026 and 2027 on the LNF, Lincoln County, New Mexico. Additional services may be awarded through 2028 as funds become available, through new award or amendment. NFF reserves the right to enter contracts with one or more bidders to fulfill the overall scope of the RFP.

Timeline:

This Request for Proposals will close and all proposals will be due by 10pm MDT on September 20, 2026. The NFF anticipates being able to enter a contract with any selected bidder(s) by October 15, 2026. Changes in the closing date for this Request for Proposals will be updated on the NFF website at <https://www.nationalforests.org/rfp> under the link for this project's Request for Proposals. All contract related dates are estimates and subject to change at the NFF's sole discretion.

I. PROJECT OVERVIEW AND REQUIREMENTS

Project Overview

(a) Description of Work – This Request for Proposals is for vegetation management services related to wildfire recovery and fuels reduction projects located on the Lincoln National Forest. Work on this project will include mechanical thinning via heavy equipment, hazard tree felling via chainsaw, slash removal, and more. (See Pricing Schedule and Appendix A: Schedule of Items and Specifications). The selected contractor(s) will be responsible for implementing the following:

1. Complete fuel breaks on up to 196 acres via mechanical mastication treatment by April 30, 2027 (Task 1).
2. Complete hazard tree mitigation on up to 430 acres via manual and/or mechanical treatment by May 30, 2027 (Task 2).
3. Complete fuels reduction on up to 465 acres via manual and/or mechanical treatment by June 30, 2027 (Task 3).

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

1. Appendix A: Schedule of Items and Specifications
2. Appendix B: Decay Class Definitions and Identification
3. Appendix C: Project Area Maps

4. Appendix D: Lincoln National Forest Industrial Fire Plan

- (c) Project Location – The Lincoln National Forest is located in Lincoln County, near Ruidoso, NM. Appendix C contains overview maps of priority work allotments. There may be limited cell coverage available on the LNF.
- (d) Work Schedule – Contractor should begin work within a month after issuance of a Notice To Proceed (NTP). The execution of a contract will serve as an NTP. Expected work completion will depend on the treatment and acres awarded, but all work should be completed no later than June 30, 2027 unless a contract extension is granted.

Other Requirements

Minimum Insurance. In accordance with the terms of the Services Agreement, prior to the start of any work, the successful Bidder (the “Contractor”) will be required to maintain, and ensure that its subcontractors performing work described in the proposal (Subcontractors) maintain, the minimum coverages and comply with the insurance requirements indicated below.

- a. Coverage Requirements
 - i. Commercial General Liability Insurance (“CGL”). Commercial general liability insurance written on an occurrence basis, including bodily injury, property damage, personal injury, advertising injury, products and completed operations and contractual liability in the amount no less than:
 - \$1,000,000 each occurrence;
 - \$1,000,000 products/completed operations limit;
 - \$1,000,000 advertising injury and personal injury limit; and
 - \$2,000,000 general aggregate.
 - ii. Business Automobile Liability Insurance. If using motor vehicles (owned, hired, or borrowed) to deliver or perform the work described in the proposal, business automobile liability insurance with a minimum limit of \$1,000,000 combined single limit each accident for bodily injury and property damage for all owned, rented leased or hired vehicles used in conjunction with the performance of the services.
 - iii. Workers’ Compensation Insurance. Statutory workers’ compensation insurance in accordance with all state and local requirements of the state(s) in which services will be performed.
- b. Waiver of Subrogation. All insurance policies shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the NFF, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right

of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

- c. Primary and non-contributory. With the exception of Workers' Compensation and Professional Liability insurance (if applicable), all insurance required to be maintained by Contractor shall be primary with respect to all claims arising out of Contractor's performance and/or activities under this Agreement, and any insurance or self-insurance maintained by the NFF shall be excess only and not be required to contribute with it.
- d. "Claims Made" Coverage. Any liability insurance purchased on a "claims made" basis must be continuously maintained for a period equal to the applicable statute of repose, but in any case, not less than 3 years, following final performance or termination of Services, either through the continued purchase of insurance or the purchase of an extended reporting period. The retroactive date applicable to such "claims made" insurance, if any, must precede the first date on which Services are to be performed.
- e. Verification of Coverage. Contractor, for itself and any permitted Subcontractors, will have furnished to the NFF original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required herein prior to or at the time of execution of the Agreement, and shall further provide evidence that the foregoing is in place and will not be cancelled or reduced during the term of the agreement. Contractor's and any Subcontractors' certificates of insurance will list "The National Forest Foundation" as an Additional Insured on its or their commercial general liability policy and business automobile liability policy (as applicable). Contractor and any of its Subcontractors will submit updated certificates of insurance upon expiration of the required policies.

Additional Insurance Requirements. In addition to the minimum insurances set-forth above, the NFF reserves the right to request additional coverage as reasonably necessary based on the scope, nature, and risks associated with the services to be performed, including, but not limited to:

- a. Commercial/Contractor's Pollution Liability Insurance covering clean-up costs, legal fees, and third-party damages from environmental contamination.
- b. Loggers Broad Form Endorsement restoring liability protection for specific property damage and operational risk inherent to forestry operations.
- c. Umbrella/Excess Liability Insurance raising the limit on existing primary policies.

Payment/Performance Security. If selected, Bidder(s) shall be required to provide performance security in the form of 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. The security will be used to ensure completion of the work required under any subsequent agreement and payment of all amounts lawfully due to all persons. All persons shall include, but not be limited to, those supplying or furnishing to

the Bidder or Bidder's Subcontractors with labor, laborers, materials, rental machinery, tools or equipment used or to perform the work. Bidders may incorporate required associated costs into mobilization costs or other approved expenses. Payment or Performance Security will be required in the following amounts, as applicable:

- a. For 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 the 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."
- b. If Contractor is subcontracting 15% or more 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.
- 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.

The NFF will not provide blanket waivers of payment/performance security requirements, though reserves the right to negotiate payment and performance security terms and conditions with a selected Bidder based upon legal requirements and organizational needs and policies.

Prohibited Telecommunications Services and Equipment. NFF contractors are responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216.

Flowdown Provisions. NFF funding for projects may vary but will frequently include public funds. As such, 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. Flowdown requirements are not negotiable and will not be removed or edited. While flowdown provisions may change depending on funding, the NFF has identified the following flowdown provisions as currently being required for any Work performed under this RFP and any resulting contract: Appendix E.

II. PROPOSAL REQUIREMENTS

Technical Proposal

Bidders shall submit a technical proposal for the work described in this RFP. Bidders shall consider all relevant factors when submitting proposals for this work. Bidders shall identify in their proposals what they can supply in terms of materials, labor, equipment, supplies, supervision, quality control, and incidentals required to complete the work as described. Proposals should account for the need of the selected contractor to make its own arrangements for temporary utilities and facilities, if required. Proposals shall be sufficient to guarantee that the selected contractor shall be able to perform all work in a

safe and conscientious manner and in accordance with all industry standards. At a minimum, each proposal **must** include the following:

1. An overview and description of the services provided by the Bidder that align with the requests in this RFP.
2. A description of the project management or administration approach that will be followed by the Bidder to ensure that the identified work is completed on time and within budget.
3. A project work plan and schedule that lists in detail the stages of work expected to be completed in this project, all identifiable deliverables, and the dates on which the Bidder would anticipate being able to complete delivery of the work.
4. A project personnel overview identifying key personnel to be utilized if selected to perform the work described in this RFP and any relevant or required credentials or certifications held by the key personnel.

Bidders may also include the following items in proposals as applicable:

1. Any change or risk management approaches utilized by the Bidder when completing projects of the type described in this RFP.
2. Successful bidders will be required to provide a Unique Entity Identifier (UEI). If you have a UEI, please provide it in your proposal or quote.
3. Alternate treatment methods can be proposed provided they accomplish the same outcomes.

Bidder Qualifications

Bidders shall submit a statement of their qualifications for the work described in this RFP. The statement should include the following items in narrative format:

1. **Experience** –
 - a) Please provide a brief explanation of previous work experience with land management agencies, noting specifically any work performed on National Forests or Grasslands.
 - b) Please provide a listing of relevant projects of similar size, scope, and total value performed by the Bidder within the past 5 years.
2. **References** –
 - a) Please provide three professional references, identifying as applicable any government or conservation nonprofit references.
 - b) Provide the name, email address, and telephone number for each reference, as well as the dates of the projects during which the Bidder worked with each reference.
3. **Federal Exclusion Verification**. Bidder(s) 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.

Failed Projects or Legal Actions

Bidders shall identify any past failed projects and the reasoning behind the failure or incompleteness. Bidders shall also identify any and all current or pending legal matters in which the Bidder or any of its principals is involved.

Pricing Schedule

Bidders shall price work according to the schedule below. If Bidders believe that an alternative method of pricing is more applicable, they may also provide an alternative pricing schedule in addition to the format requested below. The NFF, in its sole discretion, reserves the right to utilize any alternative pricing schedule proposed by any Bidders.

Due to the dynamic and changing nature of NFF funding, the NFF reserves the right to negotiate an increased cost with the selected Bidder in the event that prevailing wages become required for the work described in this RFP.

All quantities and measurements identified in this RFP are based upon the best knowledge available to the NFF and are subject to change. Payment will only be made for actual work completed. If the opportunity to add additional funding to the work described in this RFP arises, the NFF may increase the quantities of work and the pricing to be performed as part of this project, as agreed upon by the NFF and the selected Bidder.

Bidders should note the minimum acreage required to accept a mobilization.

Pricing Table:

Item #	Description	Unit of Measure	Estimated Quantity	Min. Acreage for Mobilization	Price Per Unit	Extended Price
1	Fuel Break (Mechanical Mastication)	Acre	Up to 196			
2	Hazard Tree Mitigation	Acre	Up to 430			
3	Fuels Reduction	Acre	Up to 465			

Payment Schedule

Work is typically divided into smaller units. The selected Bidder may invoice upon completion of individual units and after work has passed inspection. Actual payments and invoicing shall be in accordance with NFF Agreement requirements. The NFF and selected Bidder will negotiate a payment structure that is agreeable to all parties at the time of agreement negotiations.

Insurance

Bidders must identify the insurance coverage currently in place. If available, please attach a sample certificate of insurance.

III. SUBMISSION, EVALUATION, AND CONTACTS

Pre-Bid Site Tours:

There is an optional pre-bid tour scheduled for September 10, 2026. Please RSVP to the tour by emailing tborden@nationalforests.org on or before September 8, 2026. Location and time details will be shared on September 9 to those who have RSVP'd. Given the size of the project, it is recommended that those interested in attending the bid tour still make an effort to spend time on site outside of the pre-bid tour.

Site Access For Self-Visitation:

The site is open to the public, interested parties can tour on their own at any point during the bid period but do so with caution given the hazardous post-fire conditions that exist. Any questions about access or desire for geo-referenced maps can be directed to tborden@nationalforests.org.

Submission of Questions:

Any questions about the project can be submitted to tborden@nationalforests.org. Questions must be submitted by 5pm MDT on September 15, 2026 to receive a response prior to bid close.

Bidder Selection Process:

1) Bid Submission

Bidders shall submit proposals containing all of the required information described above via email at the address specified below by the stated deadline:

Submission Address: tborden@nationalforests.org

Submission Deadline: September 20, 2026 by 10pm MDT.

Proposals submitted after this RFP closes will not be considered unless pre-approved by the NFF. The NFF will review all proposals determined to be responsive using the evaluation factors listed below. Proposals may be deemed non-responsive for failure to submit any required information or for failure to comply with any terms of this RFP. Non-responsive proposals may be disqualified from evaluation in the sole discretion of the NFF.

2) Notification

If a proposal is selected by the NFF to advance to the contracting stage, the NFF will notify the successful Bidder via email by September 25, 2026. Once the selected Bidder has been notified, the NFF project representative will coordinate the drafting and negotiation of an NFF agreement outlining the terms and conditions of the work to be performed.

Unsuccessful Bidders will be notified via email as soon as possible after the closing date of this RFP. Please Note: The NFF **will not** share any information about the organizations submitting proposals nor any information regarding the proposals submitted by other organizations. If a Bidder has questions about its proposal, the Bidder may ask the NFF Point of Contact identified below. If an answer can be provided, the NFF will respond via email as soon as it is able to do so.

3) Request for Proposals Only

This is a request for proposals only and bids furnished do not bind the NFF in any way. Selection of a bid will result in the opportunity to contract with the NFF but will not guarantee a resulting contract or any amount of work. The NFF reserves the right to disqualify any incomplete or improper proposal submitted as non-responsive. The NFF may also decide not to select any proposals submitted to this RFP for advancement to contract negotiations. 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.

Evaluation Factors and Scoring

The following factors will be used to evaluate any responsive submitted proposals. The factors, as listed, are ordered from highest priority (Level 3) to lowest priority (Level 1). Each factor can receive a score from 1 point to 3 points. The number of points awarded will be multiplied by the priority level to determine the total score for each factor. (Example: If Price/Cost (level 3) is awarded 2 points, the total score for price would be 6 points.)

Level 3 Criteria

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

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

Any questions about this Request for Proposals shall be submitted in writing to the NFF contact identified below. Questions determined to be of importance to all potential Bidders will be posted as an attachment to an updated version of this RFP at <https://www.nationalforests.org/rfp>.

Tim Borden

National Forest Foundation, New Mexico Forestry Projects Coordinator

tborden@nationalforests.org

Bid Submission

Submit bids via email to tborden@nationalforests.org by 10pm MDT September 20, 2026.

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: Schedule of Items and Specifications

Mechanical Specifications and Manual Felling: Follow the site-specific Silviculture Prescription.

1. Fuel Break (Up to 196 Acres):

- a. Fell all dead or dying standing trees within 300-foot buffer along forest boundaries, unless mastication or removal cannot occur.
- b. Masticate all woody material where feasible. Chip depth shall not exceed 2 inches.
- c. Where mastication is not feasible, skid and deck remaining dead trees that qualify as sawlogs or fuelwood to designated landings for disposal.
- d. On slopes greater than 30% slope and less than 60% slope, utilize specialized steep-slope equipment.
- e. Tub grind if necessary and/or feasible.
- f. Retain (but do not exceed) coarse woody debris of approximately five tons per acre in the Spruce-Fir Forest ERU, five tons per acre in Mixed Conifer - Frequent Fire ERU, three tons per acre in Ponderosa Pine Forest ERU, and two tons per acre in the Piñon -Juniper Woodland ERU. Coarse woody debris is defined as dead woody material greater than 3 inches in diameter.
- g. Retain two snags per acre greater than twelve inches in diameter or largest trees available, but not within not within areas identified for hazard tree removal.
- h. No cutting or mastication will take place within fifteen feet, both sides, of drainage bottoms.
- i. This work is expected to begin as early as October 14th, 2026 or as soon as a contract is finalized, whichever is later. This work should be completed by April 30, 2027.
- j. Multiple contractors may be awarded.

2. Hazard Tree Mitigation (Up to 430 Acres)

- a. Strategically fell all dead or dying standing trees (except for hard wood species) within 150-foot buffer on both sides of recreational trails, roads, recreational sites, adjacent to facilities, and along property boundaries where high value infrastructure is at threat.
- b. Masticate all dead trees and woody material that do not qualify as sawlogs or fuelwood categories where feasible. Definitions of sawlog and fuelwood are described in the **Log Sorting Specifications section**. Chip bed depth shall not exceed 2 inches.
- c. Where mastication is not feasible, haul remaining dead trees and dispose of in a designated wood sorting facility on the forest.
- d. On slopes >30% and less than 60%, utilize specialized steep slope equipment. Retain (but do not exceed) coarse woody debris of approximately five - thirty tons per acre in the Spruce-Fir Forest ERU, five - fifteen tons per acre in Mixed

- Conifer - Frequent Fire ERU, three – ten tons per acre in Ponderosa Pine Forest ERU, and two - five tons per acre in the Piñon -Juniper Woodland ERU.
- e. No cutting or mastication will take place within fifteen feet, both sides, of drainage bottoms.
- f. This work is expected to begin as early as October 14th, 2026 or as soon as a contract is finalized, whichever is later. This work should be completed by May 30, 2027.
- g. Multiple contractors may be awarded.

3. Fuels Reduction (Up to 465 Acres)

- a. Fell remaining dead or dying standing tress in areas not associated with recreation sites, trails, or forest boundaries.
- b. Masticate dead trees and woody material that do not meet the sawlog or fuelwood categories. Chip bed depth shall not exceed 2 inches.
- c. Where mastication is not feasible, skid and deck remaining dead trees that qualify as sawlogs or fuelwood to designated landings for disposal.
- d. On slopes greater than 30% slope and less than 60% slope utilize specialized steep slope equipment.
- e. Retain (but do not exceed) coarse woody debris of approximately five - thirty tons per acre in the Spruce-Fir Forest ERU, five - fifteen tons per acre in Mixed Conifer - Frequent Fire ERU, three - ten tons per acre in Ponderosa Pine Forest ERU, and two - five tons per acre in the Piñon -Juniper Woodland ERU. Coarse woody debris is defined as dead woody material greater than 3 inches in diameter.
- f. Retain two snags per acre greater than twelve inches in diameter or largest trees available.
- g. No cutting or mastication will take place within fifteen feet, both sides, of drainage bottoms.
- h. Fell/skid/deck logs greater than 9 inches DBH for disposal, fuelwood, and/or merchantable sawlogs.
- i. This work is expected to begin as task 1 and 2 project acres are finished. This work should be completed by June 30, 2027.
- j. Multiple contractors may be awarded.

Definitions:

- A dead tree is defined as a tree with no visible live green stems or needles. Hard woods lose their leaves in fall and winter and may appear to be dead.
- A dying tree is defined as a tree exhibiting 80% of crown dominated by brown needles or 20% or less green crown remaining.
- Hard Wood Species are defined as a broad-leaved tree. They typically lose their leaves in the fall. The word hard wood is not strictly a measurement of the physical hardness of wood. Hardwoods found in this region are Gamble Oak, Maples, Aspens, Alders, Cotton Wood, New Mexico Locust.
- Coarse woody debris is defined as dead woody material greater than 3 inches in

diameter

Log Sorting Specifications:

Log Deck Dimensions

- All decked materials shall be placed only at designated landings approved by Forest Service personnel.
- Log decks must be constructed in a safe, orderly manner that supports efficient sorting, loading, and removal.
- To maintain stability and reduce safety hazards, deck heights shall not exceed **10 feet**, and individual deck lengths shall be kept to approximately **40 feet** unless otherwise authorized.
- Wood material will be decked according to similar log dimensions such as log lengths and log diameters. This will ensure log decks are stable and increase efficiency of future transpiration.
- Log decks may be constructed with the use of a log loader, excavator, or skid steer for example.
- Log deck may be constructed within the project site or transferred to an additional wood yard if additional area is required.

Logs will be sorted into the following categories:

1. **Merchantable sawlogs** (>16" dbh) - Merchantable Timber includes all logs and wood products that meet industry standards for commercial use, including sawlogs, posts, poles, and any salvage logs that retain structural or economic value
 - a. Sawlogs must be sufficiently straight and at least 10 ft long. Sweep, crook, or excessive taper that reduces usable length disqualifies the log from this category.
 - b. Sawlogs must fall within a decay class of 1 and 2. Decay class instructions are provided in Appendix B
 - c. Wood meeting this category must be at least one third sound wood.
2. **Fuelwood** (>5" dbh) - Fuelwood consists of material that does not meet merchantable timber specifications but remains suitable for firewood or other small-diameter fuel uses. This category may include undersized logs, partially defective pieces, or material that cannot be milled but still provides functional heating value for residents.
 - a. Process all remaining wood not included as Sawtimber into firewood. Fuelwood decks may be constructed into whole logs 10 ft to 20 ft or further processed into traditional size firewood lengths of 18" to 22".
 - b. If fuelwood is transported to wood terminal, fuelwood will be stacked in designated areas away from sawtimber, in a safe, orderly manner that supports efficient sorting, loading, and removal.
3. **Slash** (Any size) - Slash includes all woody debris, residues, bark, limbs, and other material that cannot be utilized as merchantable timber or fuel wood

- a. Shall be consolidated in designated areas in order to keep work area clean and safe.
- b. Final disposal (mastication, chipping, biomass, biochar processing or total removal) will occur as directed by the Managing Authority.

Skidding:

Skidding of Wood materials shall only occur along designated skid trails approved by Forest Service personnel.

Wood Disposal:

- a. Coarse woody debris and logs that cannot be masticated can be processed through a tub grinder, air curtain incinerator, or biochar processor. Products from these processes can be disposed of at an appropriate facility or spread across the blocks but not exceed a 2-inch depth.

Appendix B: Decay Class Definitions and Identification

A standardized decay-class system helps field personnel consistently evaluate log condition. The following classes describe the progression of decay and provide visual and physical indicators for classification.

Decay Class 1 — Sound, freshly fallen, intact logs

- Bark is tight and intact.
- Wood is hard, solid, and rings when struck.
- No visible fungal growth or insect galleries.
- Color is natural with no staining or softening.
- **Merchantability:** Fully merchantable if dimensional criteria are met.

Decay Class 2 — Sound, Early Decay

- Bark may show slight loosening but remains mostly attached.
- Wood remains firm but may show early signs of discoloration or minor checking.
- Limited insect activity may be present but does not compromise structural integrity. **Merchantability:** Acceptable if at least 1/3 sound wood is present and log meets size requirements.

Decay Class 3 — Moderate Decay

- Bark is loose or partially sloughed.
- Wood shows noticeable softening, staining, or fungal presence.
- Insect galleries may be common; outer layers may crumble under pressure.
- Structural integrity is reduced but some solid core may remain.
- **Merchantability:** Only merchantable if a solid, measurable core constitutes at least 1/3 of the log diameter and the log still yields a 10-foot straight segment. Otherwise classified as fuel wood.

Decay Class 4 — Advanced Decay

- Bark is mostly gone; wood surface is soft, fibrous, or spongy.
- Log may deform underweight or break apart when handled.
- Fungal fruiting bodies may be present.
- Structural integrity is significantly compromised.
- **Merchantability:** Not merchantable. Typically classified as fuel wood if still solid enough to split; otherwise - slash.

Decay Class 5 — Fully Decayed

- Wood is crumbly, powdery, or fully decomposed.
- Log cannot support its own weight and collapses easily.
- No structural value remains.
- **Merchantability:** Classified as slash.

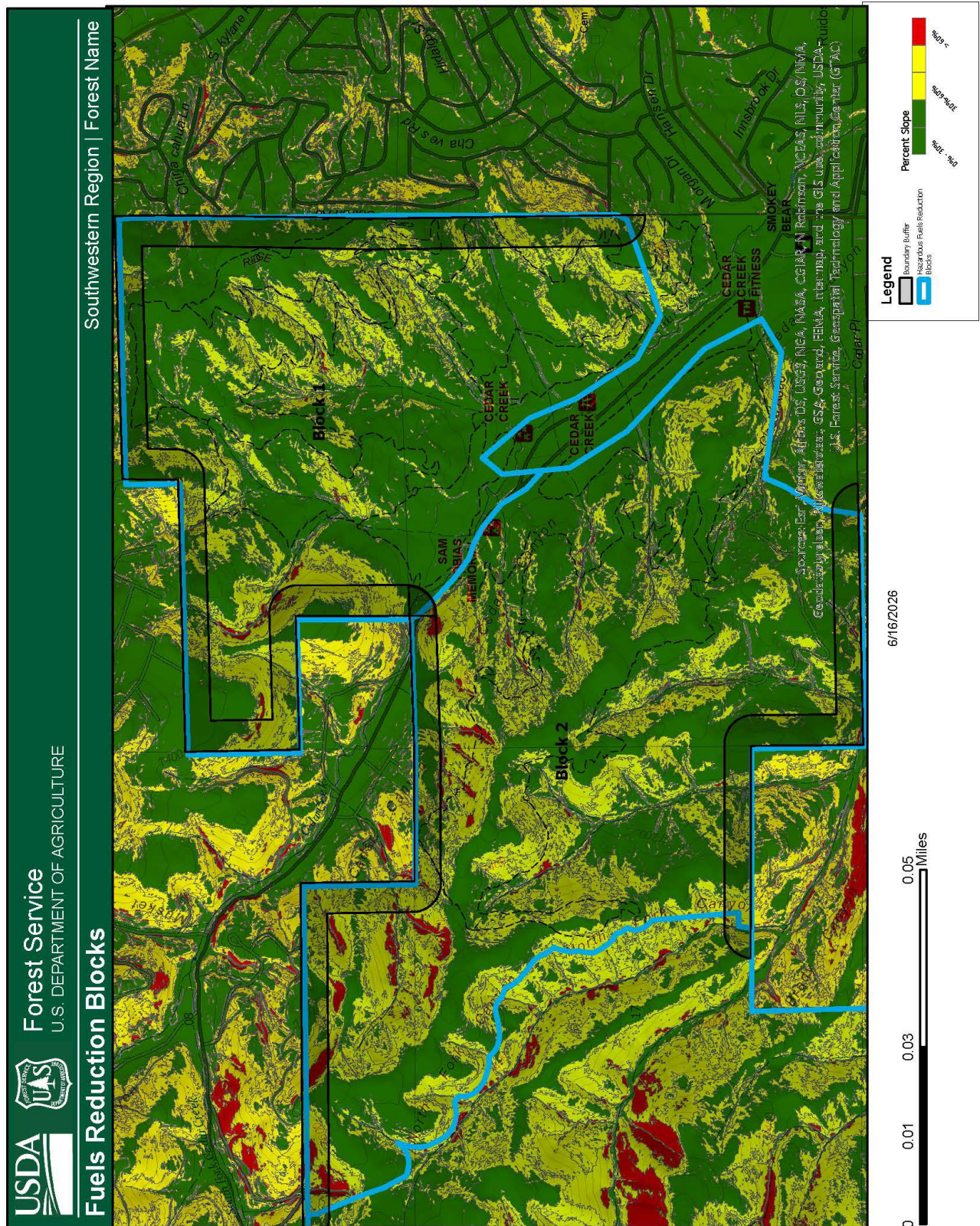
Field Identification Guidance

To support consistent classification, personnel should use the following practical indicators:

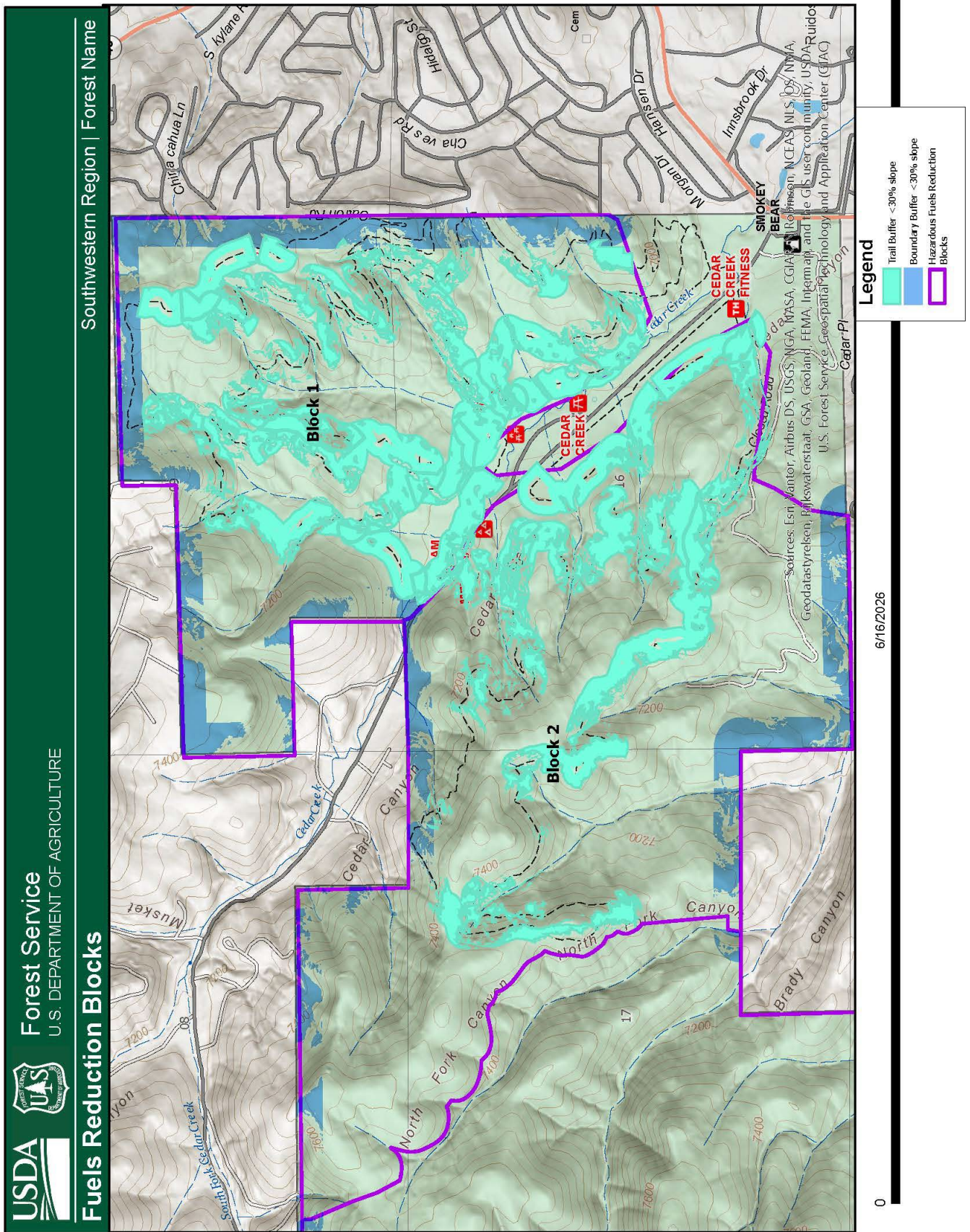
- **Sound Test:** Strike the log with a tool; a clear ring indicates sound wood, while a dull thud suggests internal decay.
- **Probe Test:** Use a hatchet, knife, or increment borer to assess depth of solid wood.
- **Cross-Section Inspection:** When possible, examine cut ends for hollow centers, rot pockets, or discoloration.
- **Bark Condition:** Tight bark generally indicates early decay; loose or missing bark suggests advanced decay.
- **Fungal Indicators:** Presence of conks or mycelial mats typically signals Class 3 or higher decay.
- **Insect Activity:** Minor galleries are acceptable; extensive tunneling indicates structural compromise.

Appendix C: Project Area Maps

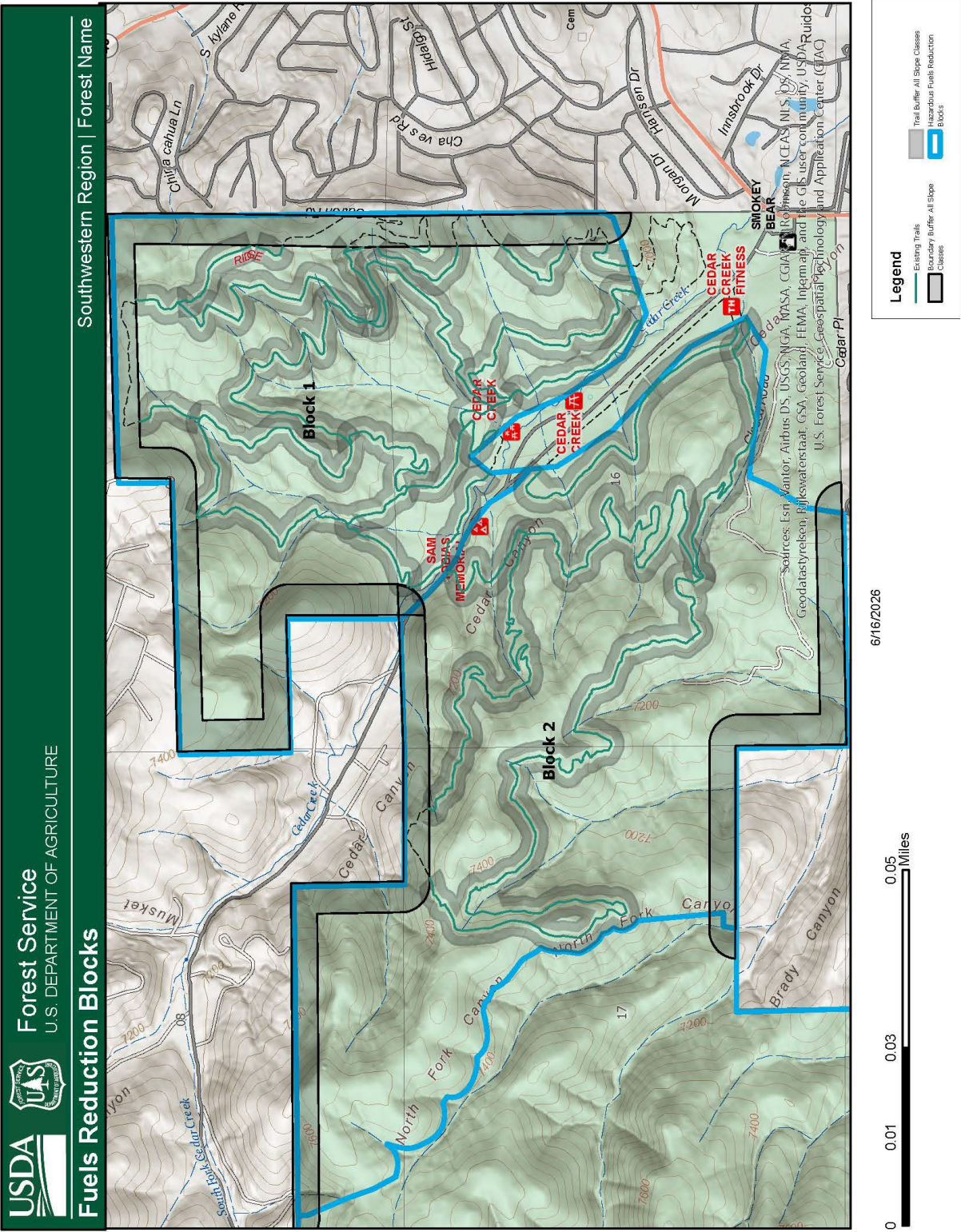
Map for Task 1, 2 and 3 Slope Class



Map for Task 1, 2 and 3: Boundary and Trail Buffers



Map for Task 1, 2, and 3: All Boundary and Trail Buffers



Appendix D: Fire Precautions and Control

Fire Precautions and Control.

- a) **Plans:** Prior to initiating the Cooperator's operations during Fire Precautionary Period shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on the Stewardship Project Area and other areas of the Cooperator's Operations. Such plan shall include a detailed list of personnel and equipment at the Cooperator's disposal for implementing the plan.
- b) **Fire Precautions:** Specific fire precautionary measures listed in this Appendix shall be applicable during the Cooperator's Operations in "Fire Precautionary Period" described. The dates of Fire Precautionary Period may be changed by agreement, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during the Cooperator's operations in Fire Precautionary Period.
- c) **Substitute Precautions:** The Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.
- d) **Emergency Precautions:** The Forest Service may require the necessary shutting down of equipment on portions of the Cooperator's Operations, as specified by the emergency fire precautions schedule. Under such conditions, after the Cooperator ceases active operations, the Cooperator shall release for hire by Forest Service, if needed, the Cooperator's shutdown equipment for fire standby on the Stewardship Project Area or other areas of the Cooperator's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by the Cooperator for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common in the area or at prior agreed rates and, if the Cooperator requests, shall be operated only by personnel approved by the Cooperator. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.

EMERGENCY FIRE PRECAUTION SCHEDULE	
FIRE RESTRICTION/CLOSURE "STAGE"	
RESTRICTION LEVELS	INDUSTRIAL FIRE PRECAUTION PLAN
NO RESTRICTIONS	A
STAGE I	B
STAGE II	C
PARTIAL/FOREST CLOSURE*	D

RED FLAG WARNING (Issued by National Weather Service)	D
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INDUSTRIAL FIRE PRECAUTION PLAN – DESCRIPTION

Plan	Item	MST (Mtn. Standard Time)	MDS (Mtn. Daylight Time)
A	Normal Fire Precautions (CT7.2) No fire guard required.		
B	Normal Fire Precautions (CT7.2) except designated areas for smoking and warming or cooking fires requires a written permit. Contractor will provide fire guard (CT7.21).		
C	No smoking, warming or cooking fires are permitted at any time. Contractor will provide fire guard (CT7.21).		
	All power saws except for chainsaws used for limbing or bucking on landings cleared to mineral soil will shut down: Mechanical fellers except for mechanical fellers equipped with hydraulic shears will shut down:	9:00 am to 8:00 pm	10:00 am to 9:00 pm
	Shutdown all machine treatment of slash; mechanical equipment used for shearing, bunching, delimbing, grinding, or chipping; skidding; cable yarding; blasting and clearing:	12:00 noon to 8:00 pm	1:00 am to 9:00 pm
	Welding, metal cutting on cleared mineral soil will shut down:	12:00 noon to 8:00 pm	1:00 am to 9:00 pm
	All chainsaws used for limbing or bucking on landings cleared to mineral soil will shut down:	2:00 pm to 8:00 pm	3:00 pm to 9:00 pm
	Loading on all landings will shut down:	2:00 pm to 8:00 pm	3:00 pm to 9:00 pm
	Log hauling trucks and chip vans must be to a surfaced road by:	2:00 pm	3:00 pm
	Logging operation may continue after:	8:00 pm	9:00 pm

D	Shutdown all operations; except operations on mineral soil involving road excavation, watering, grading, gravel surfacing, and rock crushing may continue with special Forest Service permit. Contractor will provide fire guard (CT7.21).		
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**** Partial Forest Closure:**

Project areas which are outside the boundaries of the partial forest closure may continue to operate under Industrial Fire Precaution Plan “C” operating criteria as agreed upon between the Permit Administrator and Purchaser in writing.

Project areas within the boundaries of the proclaimed partial forest closure area are to operate under Industrial Fire Precaution Plan “D”.

Staged restriction levels are determined by the appropriate Forest Line Officer in consultation with the Forest Fire Management Officer and Permit Administrator.

The appropriate Forest Line Officer may adjust the predicted Industrial Fire Precaution Plan for local weather conditions within a Project Area. Changes in the predicted Industrial Fire Precaution Plan shall be agreed to in writing.

INDUSTRIAL FIRE PRECAUTION PLAN – DESCRIPTION

Authorized user will restrict operations in accordance with the attached Emergency Fire Precaution Schedule:

A - Normal Fire Precautions - No fire guard required except for welding and blasting operations.

B - Normal Fire Precautions – Authorized user will provide fire guard.

C - All power equipment use as well as blasting and welding operations will shut down from 9:00 am until 8:00 pm Mountain Standard Time (10:00 am to 9:00 pm MDT). Operations on mineral soil involving activities such as road excavation, watering, grading, surfacing, rock crushing, and/or other equipment maintenance may continue. Authorized user will provide fire guard.

D - Shutdown all operations; except operations on mineral soil involving road excavation, watering, grading, gravel surfacing, and rock crushing may continue with special Forest Service permit. Blasting and welding are prohibited. Authorized user will provide fire guard.

- e) **Fire Precautionary Period and Fire Precautions.** Specific fire precautionary measures are set forth below. Upon request of Forest Service, the Cooperator shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. The Cooperator shall promptly remedy deficiencies found through such inspecting and testing.

1. The following requirements shall apply during the period **(June 1 to October 1)** and during other such periods as specified by Forest Service.

SOUTHWEST INTERAGENCY FIRE RESTRICTIONS AND CLOSURE
MASTER OPERATING PLAN
INDUSTRIAL FIRE PLAN GUIDELINES
For

AUTHORIZED USERS

PURPOSE

The purpose of fire restrictions is to reduce the risk of human-caused fires during periods of high fire danger and/or burning conditions. The intent of these guidelines is to provide authorized users with the information they need to ensure their operations conform to the Industrial Fire Precaution Plan in the likely event that fire restrictions are implemented during critical fire season. For the purpose of these guidelines, authorized users include any permit holder, leasee, contractor, subcontractor and other user, engaged in permitted operations on National Forest Lands.

When operating on National Forest Lands, it is incumbent on the permitted user to know the current Industrial Fire Precaution Plan and to take the appropriate actions to meet the mitigation measures in these guidelines. In addition, it is also incumbent on the authorized user to inform any and all of their subordinates (contractors, subcontractors, etc...) of these precautions and to ensure that all requirements are being met.

GENERAL FIRE PRECAUTIONARY MEASURES

Communications

Authorized users shall ensure a serviceable telephone, radio-telephone or radio communication system is available to provide prompt and reliable communications between the authorized user's operations and the Forest Service in the the event of a wildland fire ignition.

Fire Tools

Authorized users shall furnish and maintain, in good working order, fires tools to be used only for suppressing wildland fires. Each operation shall be provided with one firefighting tool per person to equip all personnel engaged in authorized user's operations. Approved firefighting tools may include the following: pulaski; McLeod tool; long handled shovel.

Fire Tools on Equipment

Passenger carrying vehicles, including light pickup trucks and all terrain vehicles, shall be equipped with one (1) long-handled round pointed shovel and one (1) ABC dry chemical fire extinguisher not less than 2 1/2 pounds capacity. Each internal combustion fuel carrying piece of equipment (dumptruck, dozer, excavator, backhoe, etc...) shall be equipped with one long-handled round-pointed shovel, and one 5-pound capacity ABC dry chemical fire extinguisher. Shovels and fire extinguishers shall be so mounted as to be readily reached from the ground.

Spark Arrester and Mufflers

Authorized user will ensure that each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard (Spark Arrester Guide) 5100-1a or the latest revision of Society of Automotive Engineers "medium size engine, SAE recommended practice J350" unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws purchased after 6/30/77 which must meet the performance levels set forth in the Society of Automotive Engineers "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended. Those purchased prior to the above date shall be equipped with an approved spark arrester/muffler containing a 0.023 inch mesh screen in good condition.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler and an exhaust system in good working condition

(d) A heavy duty truck, such as a dump truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

Powered Hand tools

During periods of use, each powered handtool operator shall have readily available for use, one long-handled round-pointed shovel and one chemical-pressurized ABC dry chemical fire extinguisher of not less than 8-ounce capacity by weight. Muffler, extinguisher, and shovel shall be maintained in good working order at all times. Fueling or refueling of a powered handtool shall be done in an area which has been completely cleared of material which will carry fire.

Powered handtools shall be moved at least 10 feet from the place of fueling or refueling before starting.

Gas and Oil Storage and Service Areas

The location of equipment service areas and gas and oil storage areas shall be approved in writing by the permit administrator. All areas shall be cleared of brush, litter, grass or other flammable debris for a radius of 50 feet.

Burning of Refuse

No slash or other debris, such as that resulting from clearing on right-of-way, shall be burned without the written consent of the Forest Service.

Blasting

Use of fuses in blasting shall not be permitted. A long-handled round-pointed shovel

and at least five gallons of water for fire fighting purposes shall be available at all times. A fire guard must remain on the blasting site for a minimum of one hour after blasting operations have concluded.

Welding

An area of sufficient size but not less than a 10 foot radius shall be cleared down to mineral soil before welding operations are started. Prior to welding, authorized user shall have available a round-pointed long-handled shovel, at least 5-gallons of water, and a 5-pound fire ABC dry chemical extinguisher at each welding site. A fire guard must remain on the welding site for a minimum of one hour after welding operations have concluded.

Fire Guard

To prevent, detect, and suppress wildland fire, authorized users shall provide a fire guard at each operating area where power-driven equipment and tools have been operated during the day. The fire guards shall constantly perform their duties during operating hours and for three (3) hours after the work stops for the day, when the Fire Precaution Plan is Plan "B", "C", or "D".

A fire guard on one operating area shall satisfy the requirements on adjacent areas if the travel time with available transportation is not in excess of ten (10) minutes to any of the other areas requiring such service and provided the fire guard patrols all area where authorized user's activities occurred.

Each fire guard shall be vigilant, able and prepared to actions to prevent, detect, and report any wildland fires and to promptly and efficiently take suppression action with available required firefighting equipment and personnel on any wildland fire that starts on project area. Each fire guard shall be equipped with a vehicle and a fire tool cache consisting of a cache box with a complement of fire tools maintained in serviceable condition. Approved firefighting tools may include the following: Pulaski; McLeod; long handles round pointed shovel. The fire guard will also carry at least 25 gallons of water for firefighting purposes.

RED FLAG EVENTS

A "Red Flag Event" by definition, is a combination of environmental factors that can lead to extreme wildland fire behavior. The criteria for a Red Flag Event include a combination of sustained high winds, low relative humidity, and dry fuels. The thresholds for Red Flag Events are established by the local National Weather Service office. Red Flag Events are categorized in the following order:

FIRE WEATHER WATCH is issued to alert the possibility of the development of conditions that would lead to a Red Flag Alert.

RED FLAG WARNING is issued to warn of a predicted, impending or ongoing event that will meet the criteria of a Red Flag Alert within the next 24 hour period. This warning will generally precede a full alert.

RED FLAG ALERT is the most critical stage and implemented when conditions are extreme

When a Red Flag Alert is issued by the National Weather Service, all authorized user

operations will adhere to Industrial Fire Precaution Plan “D” and will shut down operations until the Red Flag Alert is rescinded.

Fire Control. The Cooperator shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from the Cooperator’s Operations and to suppress any forest fire on Stewardship Project Area. The Cooperator’s independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at the Cooperator’s disposal on Stewardship Project Area or within the distance of Stewardship Project Area: **(5 miles)**.

- a) **The Partner’s Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Stewardship Project Area or any other forest fire on Stewardship Project Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by the Cooperator until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:
- b) **Suspend Operations.** To suspend any or all of the Cooperator’s Operations.
- c) **Personnel.** To release for employment by Forest Service any or all of the Cooperator’s personnel engaged in the Cooperator’s Operations or timber processing within the distance of Stewardship Project Area: **(25 miles)**. Any organized crew so hired shall include the Cooperator’s supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.

Equipment. To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of the Cooperator’s equipment suitable for fire fighting and currently engaged in the Cooperator’s Operations within the distance of Stewardship Project Area: **(25 miles)**. Equipment shall be operated only by personnel approved by the Cooperator, if so requested by the Cooperator.

Appendix E Flowdown Provisions

NFF Funding Code: 1596145

NFF Funding Name: PA Blue 2 South Fork SPFR

Funder Agreement ID: 25-PA-11030800-131

PAID SICK LEAVE REQUIREMENTS.

Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.

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.

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.

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:

1. 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.
2. 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.
3. 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.
4. If the Government determines that the recipient is not in compliance with this award provision, it:
 - a. 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
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.