Updated 11-16-26

Questions, Answers, and Specification Amendments

Section I – Questions and Answers

1. Can contractors submit proposals for individual treatment units rather than the entire project?

Yes. Contractors may submit proposals for individual treatment units or the entire project. However, NFF's preference is to award the full project scope to a single contractor capable of completing all work within the required performance period. Proposals will be evaluated according to the criteria established in Section III of the RFP, including price, past performance, technical approach, and proposed schedule.

2. Can tracked equipment be used to assist with slash handling in accessible areas?

No. The project is prescribed for hand thinning and hand piling. Contractors must perform the work according to the treatment specifications established in Appendix A of the RFP.

3. Which National Forest contains the Katkee Hand Fuels project?

The project is located on the Idaho Panhandle National Forests. References to the Kootenai National Forest in Appendix B map titles are incorrect. All mapped treatment boundaries, acreages, and other project specifications remain unchanged, except as expressly amended below.

Section II – Specification Amendments

The following amendment supplements the treatment specifications in Appendix A of the original RFP. Contractors shall incorporate this requirement into their proposals. This amendment will also be incorporated into the final contract specifications.

Amendment 1 – Treatment of Pre-Existing Downed Woody Debris

Pre-existing downed woody debris less than 4 inches in diameter shall be bucked into 5-foot lengths and piled in accordance with the existing treatment specifications. Pre-existing downed woody debris greater than 4 inches in diameter is not required to be piled but shall be slashed or bucked as necessary so that the remaining material lies less than 18 inches above the ground surface.

All other treatment requirements remain unchanged.

National Forest Foundation

Building 27, Suite 3, Fort Missoula Road
Missoula, Montana 59804
TEL 406.542.2805
nationalforests.org

Request for Proposals

Katkee Hand Fuels

Idaho Panhandle National Forest, Idaho

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 and Statement of Work

The National Forest Foundation (NFF) is seeking a qualified contractor to complete a hazardous fuel reduction project in Boundary County, Idaho, on the Idaho Panhandle National Forest. The project encompasses approximately 130 acres across two treatment units located approximately 6 miles southeast of Moyie Springs, Idaho. Treatments will address stand density and hazardous fuels through selective hand thinning and hand piling. The project's goals are to reduce wildfire risk, improve forest health, and retain healthy, desirable trees while reducing understory vegetation and concentrations of fuels. Work may begin no earlier than June 16, 2027, and shall be completed by September 30, 2027, in accordance with the treatment specifications and project maps.

Timeline

This Request for Proposals will close and all proposals will be due on November 16, 2026 by 5:00 PM MST. The NFF anticipates being able to enter a contract with any selected bidder(s) by January 15, 2027, with a projected contract start date of June 16, 2027. An optional in-person 'show-me' tour will be held on **November 12, 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

General Specifications

(a) Description of Work – This Request for Proposal (RFP) seeks contractors to perform hazardous fuel reduction across multiple units approximately 6 miles southeast of Moyie Springs, Idaho.

The overall project encompasses approximately 130 acres of thinning, scattering, and/or hand piling. Work aims to improve stand density, reduce wildfire risk, and enhance forest health. Detailed unit-specific treatment specifications and access information are provided in Appendix A: Description of 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 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.

(b) Project Location – The main project area is located approximately 6 miles southeast of Moyie Springs, Idaho. Project is located within Boundary County. See Appendix B: Project Maps for unit boundaries.

(c) Work Schedule – Earliest contract start date is June 16, 2027. The Contractor shall coordinate scheduling with the NFF to ensure compliance with seasonal access limitations, weather conditions, and any site-specific environmental restrictions. Work shall reach total completion by **September 30, 2027.**

Other Project Requirements

Utilities/Work Site Conditions – In many locations there will be no or limited sanitation, water, electrical or housing services available. Bidders shall consider all relevant factors when submitting proposals for this work. Proposals should account for the need of the selected contractor to make its own arrangements for temporary facilities if required.

Food/Wildlife Attractant Storage – The Contractor shall comply with all applicable requirements of the Idaho Panhandle National Forests Food/Wildlife Attractant Storage Order (Order No. 01-04-00-24-001), provided as Appendix C, including requirements for the proper storage and disposal of food, garbage, and other wildlife attractants.

Insurance Requirements

(a) 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.

Coverage Requirements

Commercial General Liability Insurance ("CGL"). Commercial general liability insurance, 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.

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.

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.

Professional Liability/Errors and Omissions Insurance. Professional or errors and omissions liability insurance with combined single limits of $1,000,000 per occurrence and $1,000,000 aggregate, per year, covering the performance of the successful bidder and any of its Subcontractors under the Services Agreement.

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.

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.

"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.

Verification of Coverage. Contractor 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 will submit updated certificates of insurance upon expiration of the required policies.

(b) 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.

Payment/Performance Security

If selected to contract with the NFF, Bidder(s) 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. 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 any Agreement. For the purposes of this Request for Proposal, construction is defined as "any contract greater than $100,000 for the construction, alteration, or repair of any public building or public work where the federal government is the owner"; or

b. If Contractor is 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; 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.

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 selected contractors 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.

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

NFF funding for projects may vary but will frequently include federal 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. Federal flowdown requirements are not negotiable by the NFF and will not be removed or edited.

Identified Flowdown Provisions

While flowdown provisions may change depending on funding, the NFF has identified the following non-negotiable federal flowdown provisions as currently being required for this work:

Appendix D: Federal Flowdowns

II. REQUIRED COMPONENTS

Technical Proposal

Bidders shall submit a technical proposal for the work described in this RFP. At a minimum, each proposal **must** include the following:

a. An overview and description of the services provided by the Bidder that align with the requests in this RFP.

b. 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.

c. 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.

d. 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.

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 –
    i. Please provide a brief explanation of previous work experience with land management agencies, noting specifically any work performed on National Forests or Grasslands.
    ii. 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 –
    i. Please provide three professional references, identifying as applicable any government or conservation nonprofit references.
    ii. 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.

Failed Projects or Legal Actions

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

UEI.

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.

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.

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.

Prevailing wages may be required per conditions of funding sources. 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 to be performed as part of this project, as agreed upon by the NFF and the selected Bidder.

	Task/Item	**Units (acres)**	**Unit Cost**	**Extended Cost**
(a)	Hand thinning and hand piling in Unit 1	128		
(b)	Hand thinning and hand piling in Unit 2	2		
			Total Bid	

Payment Schedule.

Bidders shall submit a proposed payment schedule consistent with their proposed pricing structure. Lump sum proposals should identify invoicing milestones tied to deliverables or project phases, while time-and-materials proposals should identify the anticipated invoicing frequency, cost of materials/supplies, and the applicable rates for invoicing. Proposed payment schedules are for evaluation purposes only. The final payment structure and invoicing terms will be negotiated with the selected Bidder and incorporated into the executed agreement.

Invoice Number	Milestone/Deliverable	Corresponding Cost
1.		
2.		
3.		
4.		
5.		
	Agreement Total	

Insurance Information.

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

Site Visitation

Note: An in-person tour will be held on **November 12, 2026.**

Please **RSVP** at wtrull@nationalforests.org by November 11, 2026 to attend.

Site visitation is not required, but it is highly encouraged if conditions allow. Please initial on a line below to indicate if someone from your team has evaluated the current site conditions.

_____ Myself or someone from my team visited the site on _____(date).

III. SUBMISSION, EVALUATION, AND CONTACTS

Bidder Selection Process:

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: wtrull@nationalforests.org

Submission Deadline: November 16, 2026 by 5:00 PM MST

Proposals submitted after this RFP closes will not be considered unless 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.

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 November 23, 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.

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
- Past performance, references, and USFS feedback

Level 2 Criteria
- Technical proposal / proposed approach to project
- Timing of when contractor can begin and/or finish the project

Level 1 Criteria
- Benefits/Relationship to the 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.

Wyatt Trull
National Forest Foundation, Kootenai Project Coordinator
wtrull@nationalforests.org

Bid Submission

Submit bids via email to wtrull@nationalforests.org by **November 16, 2026 by 5:00 PM MST**

*Note: An in-person tour will be held on **November 12, 2026.***

Please **RSVP** at wtrull@nationalforests.org by November 11, 2026 to attend.

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: Description of Work

Unit: 1	Location: ~6 miles SE of Moyie Springs, ID
Acres: 128	Lat/Long: 116.1109105°W 48.6623145°N
Boundary Marking: Road (interior edge of roadbase) or orange flagging	Elevation: 2600
Average Slope: 0-30%	Average Aspect: Northeast
Unit-Specific Specifications:	
Unit-Specific Driving Directions: From Bonners Ferry Ranger District in Bonners Ferry, proceed north on HWY 2 for ~2 miles. Turn right onto Ash St and travel ~0.3 miles. Take a slight left onto Cow Creek Rd and continue ~2.6 miles. Take a left onto Crossport Rd and continue ~2.9 miles. Turn left on to Katka Rd and travel ~8 miles.	

Unit: 2	Location: ~6 miles SE of Moyie Springs, ID
Acres: 2	Lat/Long: 116.1109186°W 48.6604392°N
Boundary Marking: Road (interior edge of roadbase) or orange flagging	Elevation: 2600
Average Slope: 0-30%	Average Aspect: Northeast
Unit-Specific Specifications:	
Unit-Specific Driving Directions: From Bonners Ferry Ranger District in Bonners Ferry, proceed north on HWY 2 for ~2 miles. Turn right onto Ash St and travel ~0.3 miles. Take a slight left onto Cow Creek Rd and continue ~2.6 miles. Take a left onto Crossport Rd and continue ~2.9 miles. Turn left on to Katka Rd and travel ~8.4 miles.	

The following specifications apply to unit 1 and 2:

1) Thinning:
   a) For trees <8" diameter at breast height (DBH):
      i) Cut all trees located under the drip line of a tree ≥8" DBH, elsewhere:
         (1) Thin trees to a target spacing of 14–16 feet. Variations of up to 7 feet from the target spacing are acceptable where necessary to retain higher-priority or more vigorous crop trees.
            (a) Where necessary to provide a suitable location for slash pile construction and adequate clearance from residual trees for subsequent pile burning, spacing may exceed 16 feet. Such openings shall be limited to the area necessary for pile placement and shall not be used to adjust, average, or otherwise increase or decrease the target 14-16' spacing between residual trees outside of the pile opening.
         (2) Crop-Tree Selection Priority: The preferred crop tree shall generally be the tallest, most vigorous candidate with a healthy live-crown ratio, which does not have significant insects, disease, or damage. When choosing between otherwise suitable crop trees of relatively similar size and canopy position, apply the following species preference:
            (a) Group 1 (highest priority): Hardwoods, western white pine, western larch, and ponderosa pine.
            (b) Group 2: Douglas-fir, lodgepole pine, and western red cedar.
            (c) Group 3 (lowest priority): Grand fir, western hemlock, and Engelmann spruce.
      ii) Minimum cut tree height is 1 foot.
   b) Leave all trees ≥8" DBH.
   c) Trees designated for removal shall be cut below the lowest live limb, except when prevented by natural obstacles. All live limbs below the cutting point shall be removed. Trees shall be completely severed from the stump.
   d) Stumps shall be cut at or below 6 inches above ground level on the uphill side and shall be cut horizontally, not slanted
   e) Buck felled trees to 5' lengths for hand piling.
   f) Buck pre-existing downed wood <4" diameter into 5' lengths for hand piling.
   g) Do not cut snags or hardwoods. Snags shall be defined as all standing dead trees of any species greater than 10" DBH and 20' tall or taller.
2) <u>Slash handling:</u>
   a) All concentrations of slash (Contractor-generated slash and/or pre-existing slash) shall be piled. A slash concentration is an area within a 50-foot radius sufficient to build a pile meeting the following specifications:
      i) Piles shall be 5-6 feet in diameter, 5-6 feet in height and compactly constructed so that no large air spaces exist. Piles shall have a good base to prevent toppling, not be made on down logs, rotten stumps or rocks, and be free of dirt and trash.
      ii) Material shall be piled in a parallel configuration, similar to pencils in a box. Once a pile meets the maximum diameter and minimum height; slash may be added vertically on the edge of a pile to prevent the pile from toppling. Material used to build piles shall not exceed 6 feet in length.
      iii) Where limbs or branching prevent tight, compact pile construction, material shall be delimbed on at least two sides as necessary to increase pile density and minimize large air spaces. All objects which extend more than 2 feet in any direction from the pile profile shall be cut off and returned to the pile.

iv) Piles shall be located outside of residual/leave tree driplines, in openings or areas of low tree densities to minimize damage to residual trees when the piles are burned. All piles must be placed 6 feet from leave trees where possible, and at least 25 feet from any unit boundaries.

v) Piles constructed on slopes more than 35% will be secured by leaving one or two activity generated stump(s) per pile. Each activity generated stump(s) will be 4-6 feet in height with a minimum stump diameter of 3 inches or greater; slash shall be piled perpendicular to the stump(s) on the uphill side.

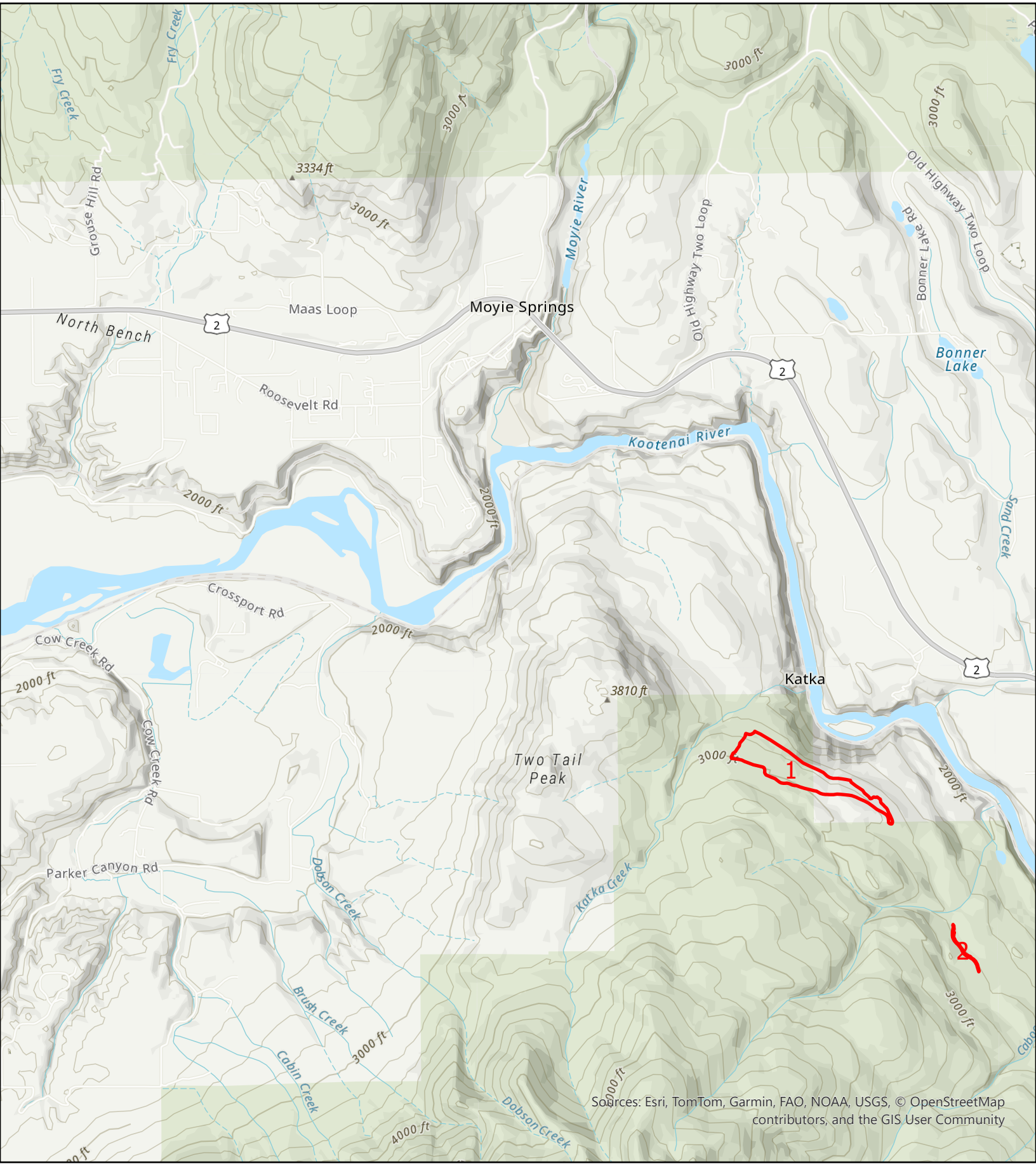
vi) Pile covering is required for all hand piles built by the Contractor. Piles shall be covered with a burnable 80# kraft, water-repellent, non-toxic (when burned) paper that is approved by the USFS Representative. The USFS Representative will not approve tar paper or plastic to be used for pile covering. Paper shall be placed within the pile such that ¾ of the diameter and ¾ of the height of the pile is covered and held firmly in place by heavy slash on top of it.

b) In addition, all activity-generated slash located within 50 feet of a road shall be piled, regardless of whether it otherwise meets the definition of a slash concentration.

c) All other activity generated slash shall be scattered to avoid concentrations of fuel and bucked and/or limbed to lay less than 18" from the ground.

Katkee Hand (Overview)
Kootenai National Forest

Appendix B: Project Maps



N

11,000 Feet

Katkee Hand (Unit 1, 128 Acres)
Kootenai National Forest

National Forest Foundation



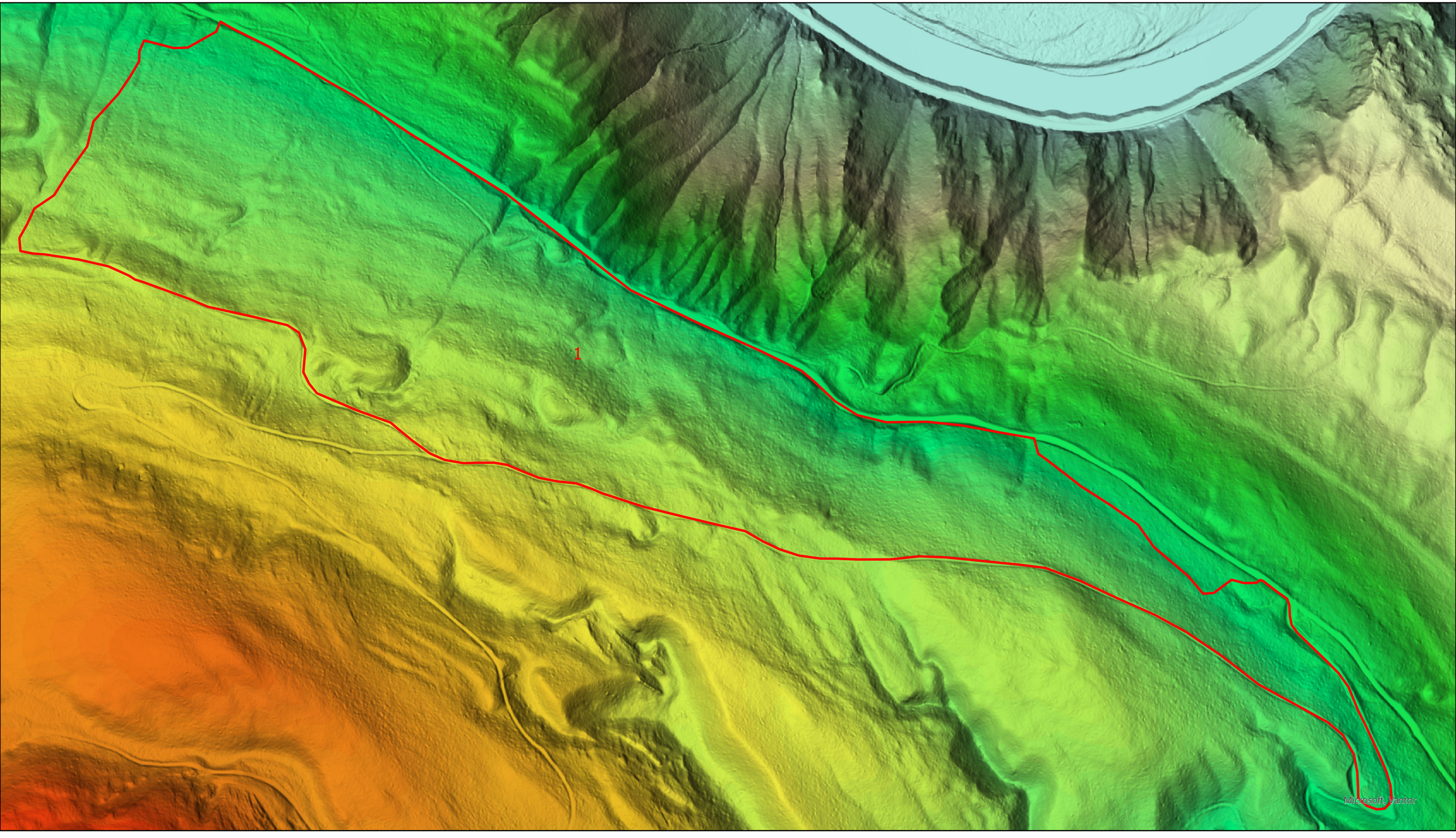
N

500

US Feet

Katkee Hand (Unit 1, 128 Acres)
Kootenai National Forest

National Forest Foundation



N

500
US Feet

Katkee Hand (Unit 2, 2 acres)
Kootenai National Forest

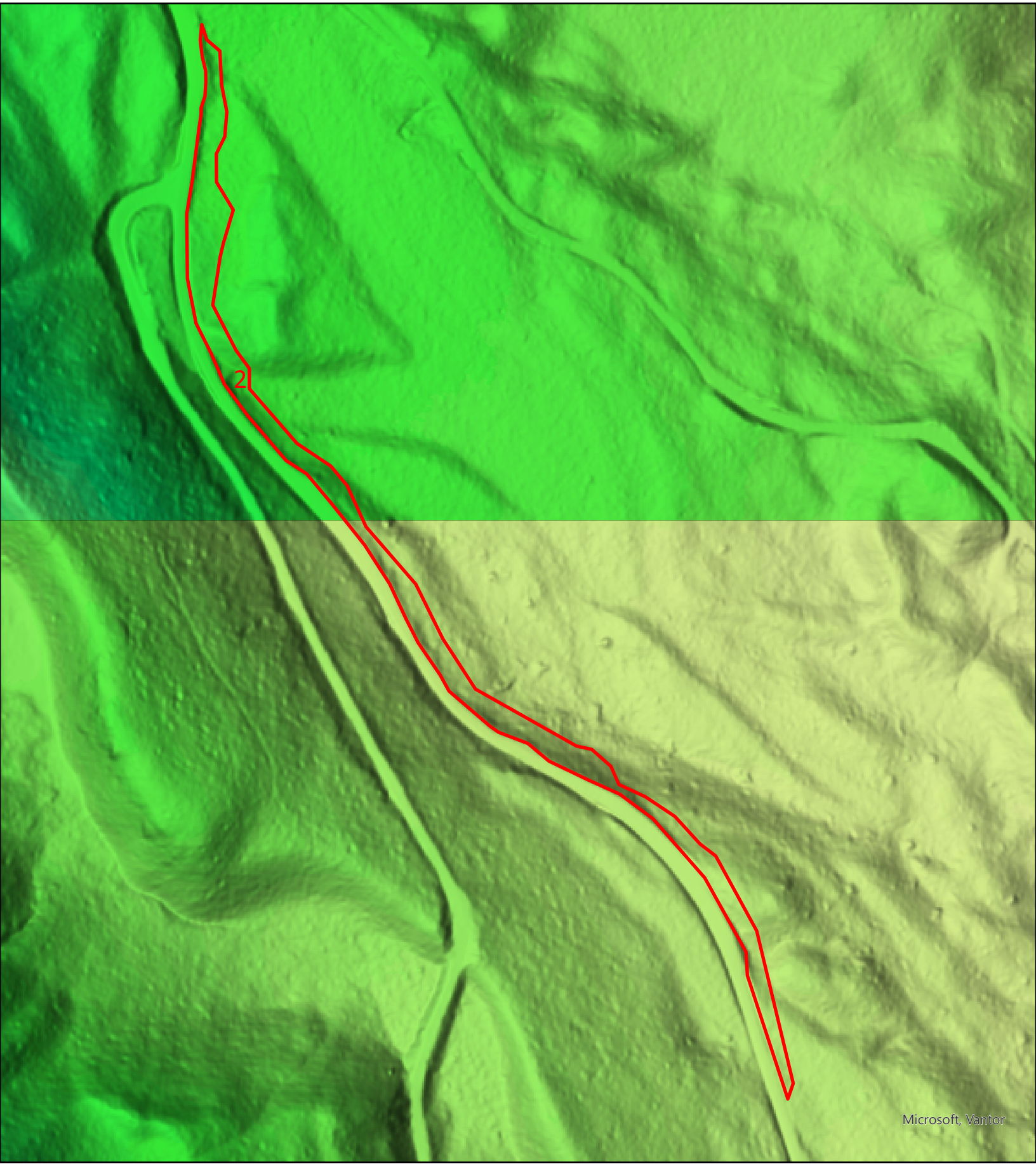


N

500

Feet

Katkee Hand (Unit 2, 2 acres)
Kootenai National Forest



N

500 Feet

Appendix C

Order Number: # 01-04-00-24-001

U.S. Department of Agriculture, U.S. Forest Service
Idaho Panhandle National Forests
Sandpoint, Bonners Ferry, and Priest Lake Ranger Districts

Use Prohibitions Area Closure Order

PROHIBITIONS

Pursuant to 16 U.S.C. § 551 and 36 C.F.R. § 261.50 (a) the following acts are prohibited or restricted on the National Forest System (NFS) lands in the Sandpoint, Bonners Ferry, and Priest Lake Ranger Districts, Idaho Panhandle (Kaniksu) National Forests north of the Clark Fork River, Lake Pend Oreille, and the Pend Oreille River, described below and shown on the attached map incorporated into this Order as Exhibit A (the "Described Area").

1. Possessing or storing any food or refuse, except as specified in Exhibit B, which is hereby made part of this Order from April 1 through December 1 annually. 36 C.F.R. § 261.58(cc).

2. Possessing, storing, or transporting any bird, fish, or other animal or parts thereof, except as specified in Exhibit B, which is hereby made part of this Order. 36 C.F.R. § 261.58(s)

EXEMPTIONS

Pursuant to 36 C.F.R. § 261.50(e), the following persons are exempt from this Order:

1. Persons with a special use authorization or other Forest Service authorization specifically exempting them from the effect of this Order. 36 C.F.R. §261.50(e)(1)

2. Any Federal or State officer placing baits to capture animals for research or management purposes as part of their official duties. 36 C.F.R. §261.50(e)(4)

DESCRIBED AREA

Appropriate food storage or attendance, as outlined in this Order, is required on all National Forest System (NFS) lands within the Sandpoint, Bonners Ferry, and Priest Lake Ranger Districts of the Idaho Panhandle National Forests, north of the Clark Fork River, Lake Pend Oreille, and the Pend Oreille River, and as depicted on the attached map, Exhibit A.

PURPOSE

The purpose of these restrictions is to reduce the likelihood of a human-to-bear conflict, compromising the safety for both humans and bears.

IMPLEMENTATION

1. This Order shall be in effect annually from April 1st to December 1st, through calendar year 2029.

2. A map identifying the Described Area is attached and made part of this Order as Exhibit A. For a digital version of this Order and Exhibit A, go to Idaho Panhandle National Forests - Alerts & Closures (usda.gov) – https://www.fs.usda.gov/alerts/ipnf/alerts-notices

3. Food/Wildlife Attractant Storage Special Order Prohibitions, Information and Definitions are attached as Exhibit B.

4. Unless otherwise expressly defined in this Order, the terms used in this Order are defined by the regulations of the Secretary of Agriculture, 36 C.F.R. Chapter II, Parts 200-299. If there are terms in this Order that are not expressly defined in the Order or 36 C.F.R. Chapter II, Parts 200-299, their meaning shall be determined by their plain language definitions.

5. A violation of the above prohibitions is punishable as a Class B misdemeanor by a fine of not more than $5,000 for individuals and $10,000 for organizations, or by imprisonment for not more than six months, or both. 16 U.S.C. § 551; 18 U.S.C. §§ 3559, 3571, and 3581.

6. Further information regarding this order may be obtained at the Idaho Panhandle National Forests Supervisors Office, located at 3232 West Nursery Road, Coeur d'Alene, ID 83815 (208) 765-7223.

7. This Order supersedes any previous Orders prohibiting the same or similar acts in the same Described Area.

Signed and issued on July 15, 2024.

_____
Forest Supervisor
Idaho Panhandle National Forests

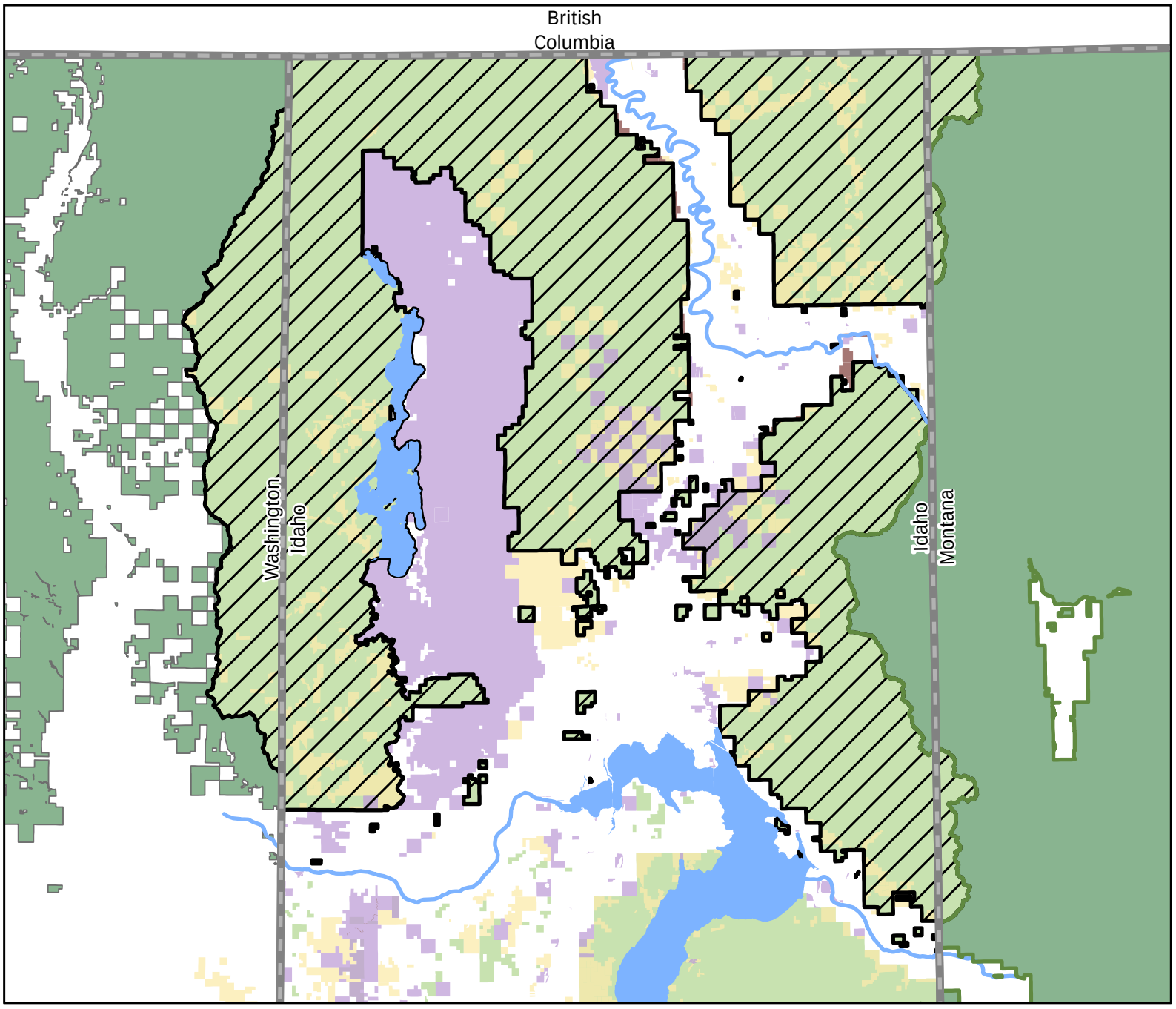
USDA Forest Service
U.S. DEPARTMENT OF AGRICULTURE

Idaho Panhandle National Forests

Bonners Ferry, Priest Lake, and Sandpoint Ranger Districts

Order # 01-04-00-24-001

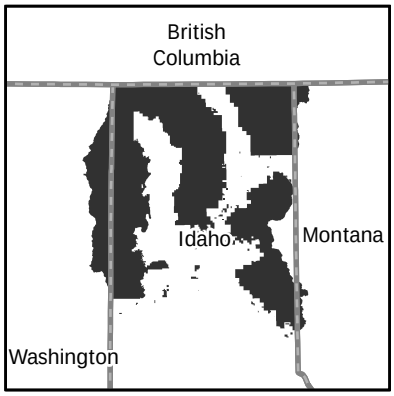
Exhibit A



- Area where Storage Order is applied
- Idaho Panhandle National Forests
- Other National Forest
- Private
- State
- BLM
- Water

0 5 10 20
Miles

N
W E
S



USDA is an equal opportunity provider, employer, and lender.

Exhibit B: Food/Wildlife Attractant Storage Special Order Prohibition, Information and Definitions

It Is Required That:

1. During daytime hours, all attractants, including human, pet, and livestock food (except baled or cubed hay without additives) and garbage shall be stored in a bear resistant manner when not being attended.

2. During nighttime hours, all attractants, including human, pet, and livestock food (except baled or cubed hay without additives) and garbage shall be stored in a bear resistant manner unless it is in immediate control, being prepared for eating, being eaten, being transported, or being prepared for storage, as defined herein.

3. Any harvested animal carcasses (including big game, birds, fish or other animal parts) that are within 1/2-mile of any camp or sleeping area or within 200 yards of a National Forest System Trail shall be stored in a bear-resistant manner by the responsible party (unless the carcass is being field dressed, transported, being prepared for eating, or being prepared for storage, as defined herein). If a wildlife carcass is within an attended camp during daytime hours, it may be on the ground.

4. Attractants shall not be buried, discarded, or burned in an open campfire.

    a. Leftover food or food waste products may be placed in an appropriate, sealed container and packed out with garbage.

    b. Leftover food or other attractants may be burned in a contained stove fire.

    c. Attractants may be placed into a suitable container (i.e. tin can) to prevent leaching into the ground and burned over an open campfire. Any remaining attractants unconsumed by burning shall be placed with other garbage and packed out.

5. The responsible party shall report the death and location of any livestock to a Forest Service Official within 24 hours of discovery. In some very remote areas, it may not be possible to meet the 24-hour requirement. In these special cases, the responsible party shall report to a Forest Official the discovery of any dead livestock within 48 hours.

Approved bear-resistant containers meet the following criteria: A container included in the most current Interagency Grizzly Bear Committee (IGBC) Certified Bear-Resistant Products list. A container not on the list may also be certified by the local District Ranger or their designated representative(s) if it is inspected and approved based on IGBC criteria. (Please see #5 under Definitions below)

Definitions

1. Attended: At least one adult person (attendee) is physically present within 100 feet who is awake and alert and in immediate control of attractants.
2. Attractant: Food as defined below and garbage from human, livestock, or pet foods. Also includes items such as soft drinks, alcoholic beverages, personal hygiene products, and empty food and beverage containers.
3. Food: Any nourishing substance, which includes human food or drink (canned, solid, or liquid), livestock feed (except baled or cubed hay without additives) and pet food.
4. Attendee: An adult, 18 years of age or older, in control of attractants.
5. Bear-resistant container: A container included in the most current Interagency Grizzly Bear Committee (IGBC) Certified Bear-Resistant Products list (http://igbconline.org/)
6. Bear-resistant manner: Any attractants, including food and garbage, must be stored in one of the following ways if unattended:
    a. secured in a hard-sided Recreational Vehicle, vehicle trunk, cab, or trailer cab.
    b. secured in a hard-sided dwelling or storage building.
    c. suspended at least 10 feet up (from the bottom of the suspended item) and 4 feet out from any upright support, i.e. tree or pole.
    d. stored in an approved bear-resistant container.
    e. stored within an approved and operating electric fence.
    f. stored in any combination of these methods; or
    g. stored by methods other than those described in Section #6, a-f, that shall be approved in writing by the Forest Supervisor.
7. Contained fire stove: A metal stove that completely encloses the fire.
8. Daytime: 1/2 hour before sunrise to 1/2 hour after sunset.
9. Nighttime: 1/2 hour after sunset to 1/2 hour before sunrise.
10. Livestock: A domesticated animal, such as mule, horse, llama, or goat.
11. Wildlife carcass: The body, or any parts thereof, of any deceased wild animal, bird, or fish.
12. Approved electric fences will meet, as a minimum, the following specifications:

a. 7 Strand Fence (refer to Forest Service publication 9923-2321-MTDC, “Electric Fence Systems: Requirements for Meeting the NCDE Food Storage Special Order, 1999”, for more description of fence specifications and set-up):

   (1) The fence will be set up as a “tight wire” fence. The wire will be tight and under tension, not loose, or sagging.

   (2) Minimum fence height 4 feet.

   (3) Minimum post height 5 feet.

   (4) Maximum spacing between posts 8 feet.

   (5) Conductors (wire): Minimum of 7 wires, with 6-10 inch spacing between wires. Bottom wire must be within 2 inches of the ground. All wire must be smooth metal fence wire of at least 16 gauge or poly wire, except the top wire which may be poly tape of at least six strand stainless steel.

   (6) The system will be set up to operate both as a ground wire return and a grounded system. The 2 top wires will be hot, with all other wires alternating hot and ground. The minimum length ground rod is 2 feet.

   (7) Fence charger (minimum): (1) energizer output of 0.7 joules; (2) tested peak output of 5000 volts; (3) 40 shocks per minute. User must be able to test electrical output in the field.

   (8) The charger must be made inaccessible to disturbance from a bear. The charger may be stored within the interior of the fence or located a minimum of 10 feet above ground.

   (9) Minimum distance between fence and items enclosed by fence……3 feet.

b. Portable Electric Mesh Fence (refer to Forest Service publication 0723- 2305-MTDC, “Specifications for Portable Electric Fence Systems as Potential Alternative Methods for Food Storage, 2007”, for more description of fence specifications and set-up):

   (1) Portable electric mesh fence shall not be left in any location for more than 16 days.

   (2) Minimum fence height……33 inches.

   (3) Minimum post length……42 inches.

   (4) Post construction required to be polyethylene with metal spike on bottom.

   (5) Minimum of 3 strands of stainless-steel wire per horizontal wire.

   (6) Minimum number of horizontal wires……8.

   (7) Horizontal opening in mesh required to be less than 12 inches.

(8) Minimum length of ground rod required to be 1 foot and earth ground is mandatory.

(9) Fence charger (minimum): (1) energizer output of0.11 joules; (2) Minimum tested peak output voltage (on every hot conductor, with no load other than the fence) required to be 5,000 volts. (3) Minimum pulse duration (with a 10,0000-ohm load applied) required to be 0.05 milliseconds: (4) Minimum shocks per minute….35. User must be able to test electrical output in the field.

(10) Minimum distance between fence and items inside……1½ feet.

(11) Readable placard indicating fence is electrified is required.

(12) Maximum fence length……60 feet.

(13) Minimum of 2 LED lights.

Appendix D
Flowdown Provisions

NFF Funding Code: 1596111, 1596110
NFF Funding Name: PA Wildfire Crisis Strategy R1 Keystone (Kootenai costs)

Funder Agreement ID: 24-PA-11015600-006

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

Any employee, contractor, or volunteer of the cooperator 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.

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.