Updated 11-16-26

## Questions, Answers, and Specification Amendments

### Section I – Questions and Answers

**1. Are small forestry crews eligible to submit proposals? Are there minimum crew-size requirements?**

Yes. Small crews are eligible to submit proposals, provided they meet the insurance and other contract requirements. Contractors are responsible for ensuring adequate staffing and resources to complete the work within the required performance period.

**2. Can contractors submit proposals for individual treatment units or portions of the 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.

**3. Given the length of the Burn Prep Lines in Units A and B, what acreage does a 20-foot slash pullback equate to?**

For the King Kong Fuels project, the Burn Prep Line in Unit A totals approximately 14,883 linear feet, equating to 6.83 acres of treatment with a 20-foot slash pullback. The Burn Prep Line in Unit B totals approximately 1,854 linear feet, equating to 0.85 acres of treatment. Combined, the two units encompass approximately 16,737 linear feet of Burn Prep Lines, resulting in an estimated 7.68 acres of slash pullback treatment. These estimates assume a 20-foot treatment width and do not account for potential overlap at boundary intersection

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### 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 – Slash Height Requirements Along Burn Prep Lines**

For Units A and B, slash accumulated at the outside edge of the designated 20-foot slash pullback areas may exceed the three-foot maximum vertical depth specified in Appendix A, Section 2(b). The three-foot maximum slash depth requirement remains applicable elsewhere within the treatment units.All other treatment requirements remain unchanged.

National Forest Foundation

Building 27, Suite 3, Fort Missoula Road
Missoula, Montana 59804
TEL 406.542.2805
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**Request for Proposals**

**King Kong Fuels**

**Kootenai National Forest, Montana**

## 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 the King Kong Fuels project on the Kootenai National Forest in Lincoln County, Montana. The project encompasses approximately 235 acres across five treatment units located approximately 3.5 miles northeast of Troy. Treatments will address stand density and vegetation build-up through selective thinning, scattering, and/or hand piling. The project's goals are to improve wildlife habitat and forest health by reducing vegetation build-up and improving plant vigor. Treatments are designed to promote habitat diversification and landscape heterogeneity, stimulate forage and browse for ungulates and retain desirable trees. By reducing fuel accumulation, the project ultimately reduces the risk of wildlife habitat loss from large-scale disturbance events such as high-severity wildfire, insects and disease, and drought. Work includes hand slashing and slash scattering on approximately 121 acres in Units A and B, and hand thinning and hand piling on approximately 114 acres in Units F1, F2, and F8. Earliest contract start date is April 15, 2027. All work shall be completed by July 31, 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 April 15, 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 northeast of Troy, Montana.

The overall project encompasses approximately 235 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 3.5 miles northeast of Troy, Montana. Project is located within Lincoln County. See Appendix B: Project Maps for unit boundaries.

(c) Work Schedule – Earliest on-site work start date is April 15, 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 **July 31, 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 Food Storage Order provided in Appendix D, 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.

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, including, but not limited to:

1. Commercial/Contractor's Pollution Liability Insurance covering clean-up costs, legal fees, and third-party damages from environmental contamination.

**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 C: 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:

2. An overview and description of the services provided by the Bidder that align with the requests in this RFP.
3. 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.
4. 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.
5. 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.
3. 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.
4. 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 incompletion. 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.

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 slashing unit A | 10 | | |
| (b) | Hand slashing unit B | 111 | | |
| (c) | Hand thinning and hand piling unit F1 | 10 | | |
| (d) | Hand thinning and hand piling unit F2 | 68 | | |
| (e) | Hand thinning and hand piling unit F8 | 36 | | |
| | | | **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**

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).

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

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

## III. SUBMISSION, EVALUATION, AND CONTACTS

**Bidder Selection Process:**

Bid Submission

Bidders shall submit proposals containing all 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: A** | Location: ~3.5 miles NE of Troy, Montana |
|---|---|
| Acres: 10 | Lat/Long: 115.8669930°W 48.5223176°N |
| Boundary Marking: Pink | Elevation: 2800 |
| Average Slope: 0-30% | Average Aspect: Southwest |
| Unit-Specific Specifications: | |
| Unit-Specific Driving Directions: From Three Rivers Ranger District in Troy, proceed north on Highway 2 for ~1.7 miles. Turn right (east) onto Old US HWY 2/River Rd and travel ~1.8 miles. Turn left (north) onto Kilbrennan Rd and continue ~1.8 miles. Turn right (east) on to Rabbit Creek Rd and travel ~3.1 miles. Turn left onto NF RD 9099 and travel ~0.7 miles to an impassable earthen road barrier. Walk another ~0.7 miles along road and the unit is ~0.1 miles to the east. | |

| **Unit:B** | Location: ~3.5 miles NE of Troy, Montana |
|---|---|
| Acres: 111 | Lat/Long: 115.8512769°W 48.5124122°N |
| Flagging Scheme: Pink | Elevation: 3200 |
| Average Slope: 0-50% | Average Aspect: West |
| Unit-Specific Specifications: | |
| Unit-Specific Driving Directions: From Three Rivers Ranger District in Troy, proceed north on Highway 2 for ~1.7 miles. Turn right (east) onto Old US HWY 2/River Rd and travel ~1.8 miles. Turn left (north) onto Kilbrennan Rd and continue ~1.8 miles. Turn right (east) on to Rabbit Creek Rd and travel ~3.2 miles. Turn left onto NF-331/Rabbit O'Brien Creek Rd and travel ~0.3 miles. The southern portion of Unit B can be accessed from here, hiking ~ 0.1 miles to the north. | |

| **Unit: F1** | Location: ~3.5 miles NE of Troy, Montana |
|---|---|
| Acres: 10 | Lat/Long: 115.9016541°W 48.5373448°N |
| Flagging Scheme: Pink | Elevation: 2600 |
| Average Slope: 0-10% | Average Aspect: West |
| Unit-Specific Specifications: | |
| Unit-Specific Driving Directions: From Three Rivers Ranger District in Troy, proceed north on Highway 2 for ~1.7 miles. Turn right (east) onto Old US HWY 2/River Rd and travel ~1.8 miles. Turn left (north) onto Kilbrennan Rd and continue ~4.7 miles. Turn right (east) on to NF RD 4612 and travel ~0.6 miles. The unit is on both sides of the road. | |

| **Unit: F2** | Location: ~3.5 miles NE of Troy, Montana |
|---|---|
| Acres: 68 | Lat/Long: 115.8944893°W 48.5379547°N |

| | |
|---|---|
| Flagging Scheme: Pink | Elevation: 2600 |
| Average Slope: 0-25% | Average Aspect: West |
| Unit-Specific Specifications: | |
| Unit-Specific Driving Directions: From Three Rivers Ranger District in Troy, proceed north on Highway 2 for ~1.7 miles. Turn right (east) onto Old US HWY 2/River Rd and travel ~1.8 miles. Turn left (north) onto Kilbrennan Rd and continue ~4.7 miles. Turn right (east) on to NF RD 4612 and travel ~0.6 miles. The unit is on both sides of the road. | |

| | |
|---|---|
| **Unit: F8** | Location: ~3.5 miles NE of Troy, Montana |
| Acres: 36 | Lat/Long: 115.8466363°W 48.4956235°N |
| Flagging Scheme: Pink | Elevation: 2600 |
| Average Slope: 0-10% | Average Aspect: West |
| Unit-Specific Specifications: | |
| Unit-Specific Driving Directions: From Three Rivers Ranger District in Troy, proceed north on Highway 2 for ~1.7 miles. Turn right (east) onto Old US HWY 2/River Rd and travel ~1.8 miles. Turn left (north) onto Kilbrennan Rd and continue ~1.8 miles. Turn right (east) on to Rabbit Creek Rd and travel ~3.9 miles. Turn left onto Rd 4445/Lynx Creek Rd and travel ~0.3 miles. The unit can be accessed from here, hiking ~0.1 miles to the north. | |

**The following specifications apply to units A and B:**

1) Thinning:
   a) For trees <10" diameter at breast height (DBH):
      i) Contractor shall cut live and dead conifers, except western white pine, located <25' from overstory trees ≥16" DBH. Outside this 25' distance:
         (1) Thin trees to a target spacing of approximately 14 feet.
         (2) Favor retention of western white pine (WWP) > western larch (WL) > ponderosa pine (PP) > Douglas-fir (DF) > western redcedar (WRC) > grand fir (GF).
      ii) Minimum cut tree height is 2' tall.
   b) Leave all trees ≥10" DBH. Do not cut hardwoods.
   c) Trees designated for removal shall be completely severed below the lowest live limb.
   d) Stumps shall be cut flat, no higher than 6" measured on the uphill side.
   e) Any tree designated for retention that poses a safety hazard may be felled by the contractor without prior approval of the Forest Service. All such hazard trees felled to provide for safe work conditions will remain adjacent to the stump.
   f) Leave all snags standing unless they create a hazard. A snag will be defined as all standing dead trees of any species greater than 10" DBH and 20' tall or taller.
2) Slash handling:
   a) Target trees shall be directionally felled into available openings and away from residual trees. Whole tops shall not be left lodged in, against, or beneath the crowns of residual trees.
   b) Limb or buck material as necessary so accumulated slash does not exceed three feet in vertical depth, measured from the ground surface
   c) All activity generated slash shall be pulled 20' away from 'Burn Prep Lines' in red on the unit maps in Appendix B: Project Maps.

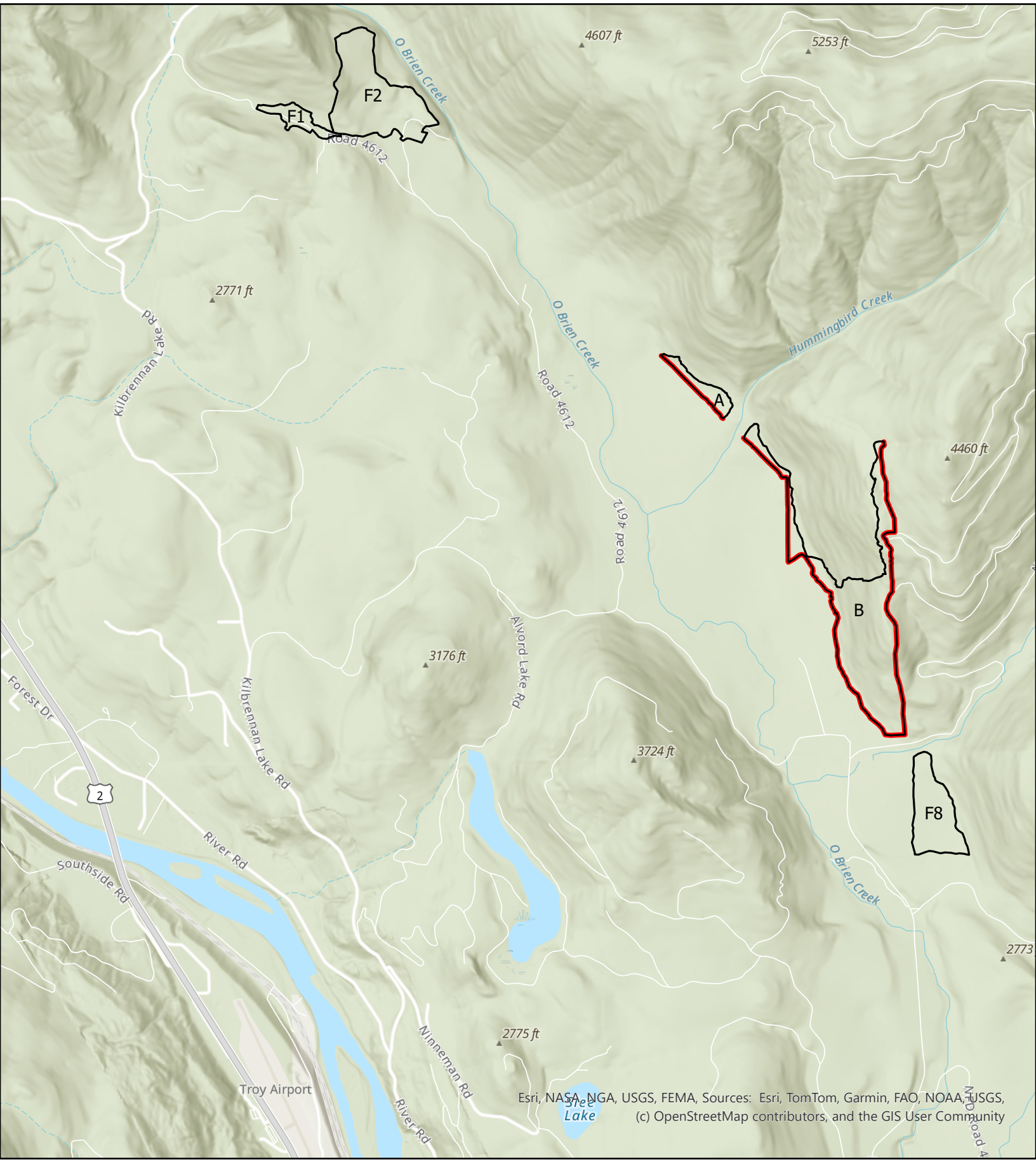
**The following specifications apply to units F1, F2, and F8:**

1) Thinning:
   a) For trees <8" diameter at breast height (DBH):
      i) Contractor shall cut live and dead conifers, except western white pine, located beneath the dripline of a tree ≥8" DBH. Outside these driplines:
         (1) Thin trees to a target spacing of approximately 14 feet.
         (2) Favor retention of western white pine (WWP) > western larch (WL) > ponderosa pine (PP) > Douglas-fir (DF) > western redcedar (WRC) > grand fir (GF).
      ii) Minimum cut tree height is 2' tall.
   b) Leave all trees ≥8" DBH. Do not cut hardwoods.
   c) Trees designated for removal shall be completely severed below the lowest live limb.
   d) Stumps shall be cut flat, no higher than 6" measured on the uphill side.
   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) Any tree designated for retention that poses a safety hazard may be felled by the contractor without prior approval of the Forest Service. All such hazard trees felled to provide for safe work conditions will remain adjacent to the stump.
   h) Leave all snags standing unless they create a hazard. A snag will be defined as all standing dead trees of any species greater than 10" DBH and 20' tall or taller.
2) Slash handling:
   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 25 feet of a road or unit boundary 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.

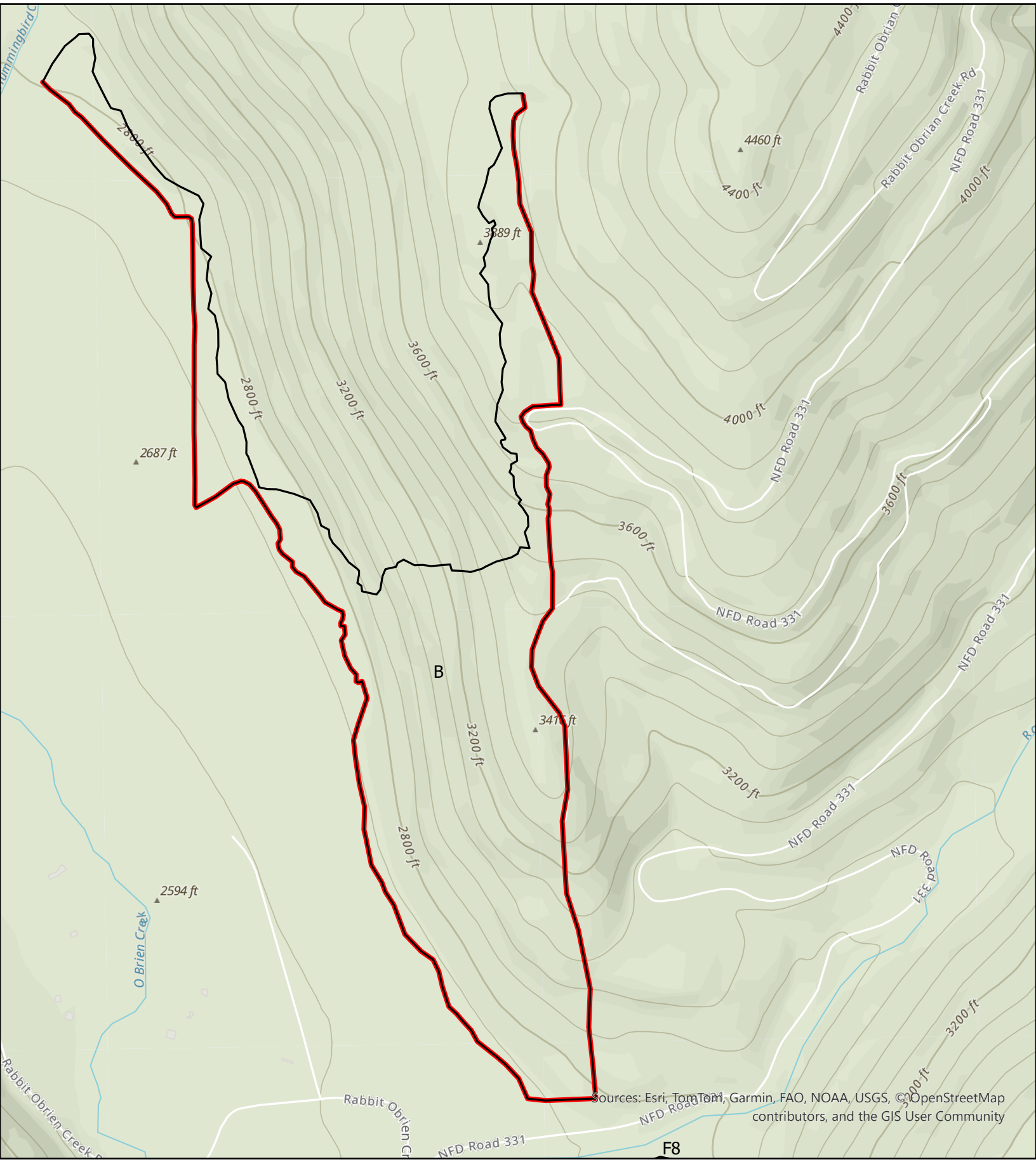
King Kong (Overview)
Kootenai National Forest

APPENDIX B: MAPS




1
Miles
N

# King Kong (Unit B)
# Kootenai National Forest

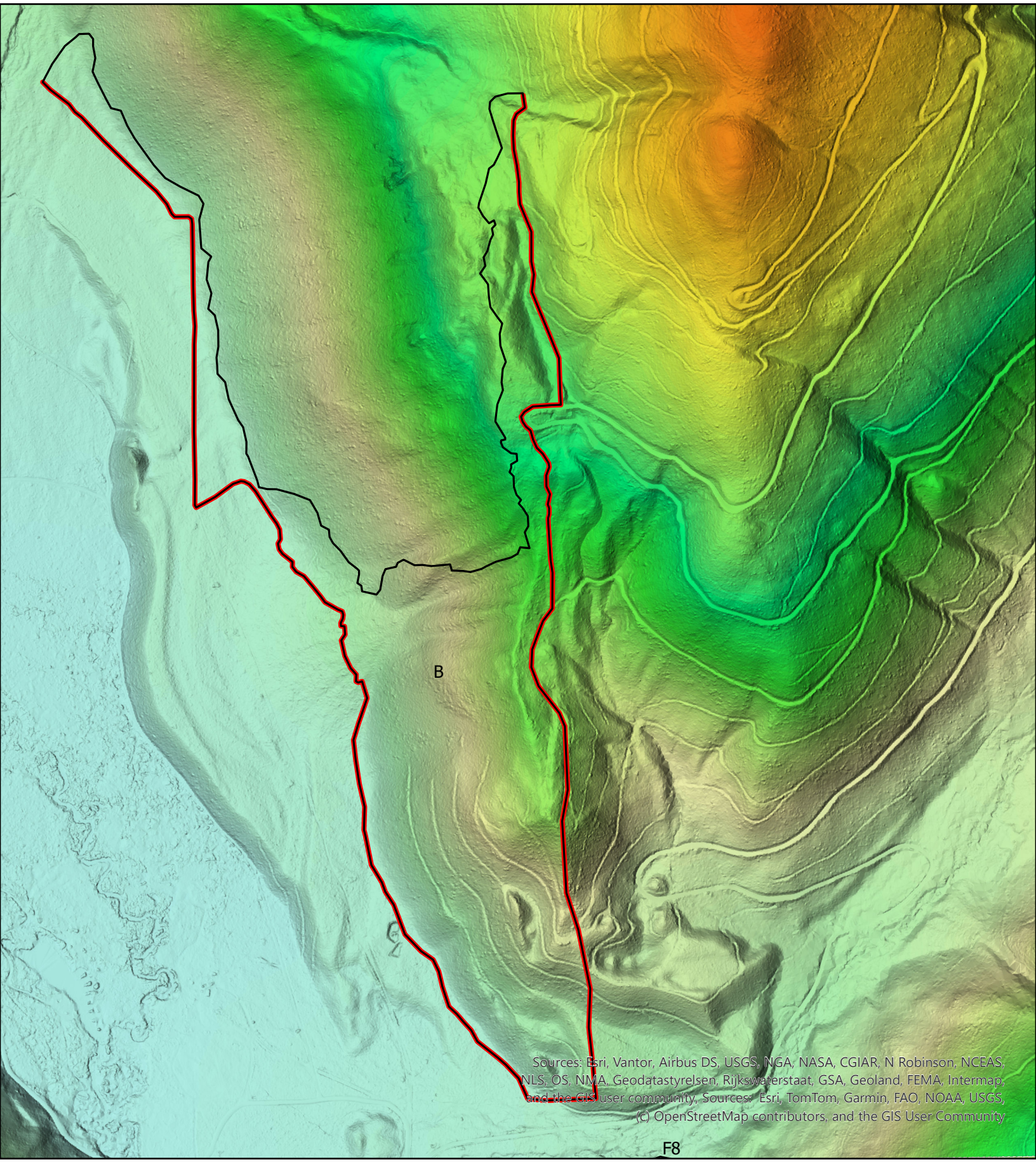



2,000 Feet

N

Burn Prep Lines

# King Kong (Unit B)
# Kootenai National Forest

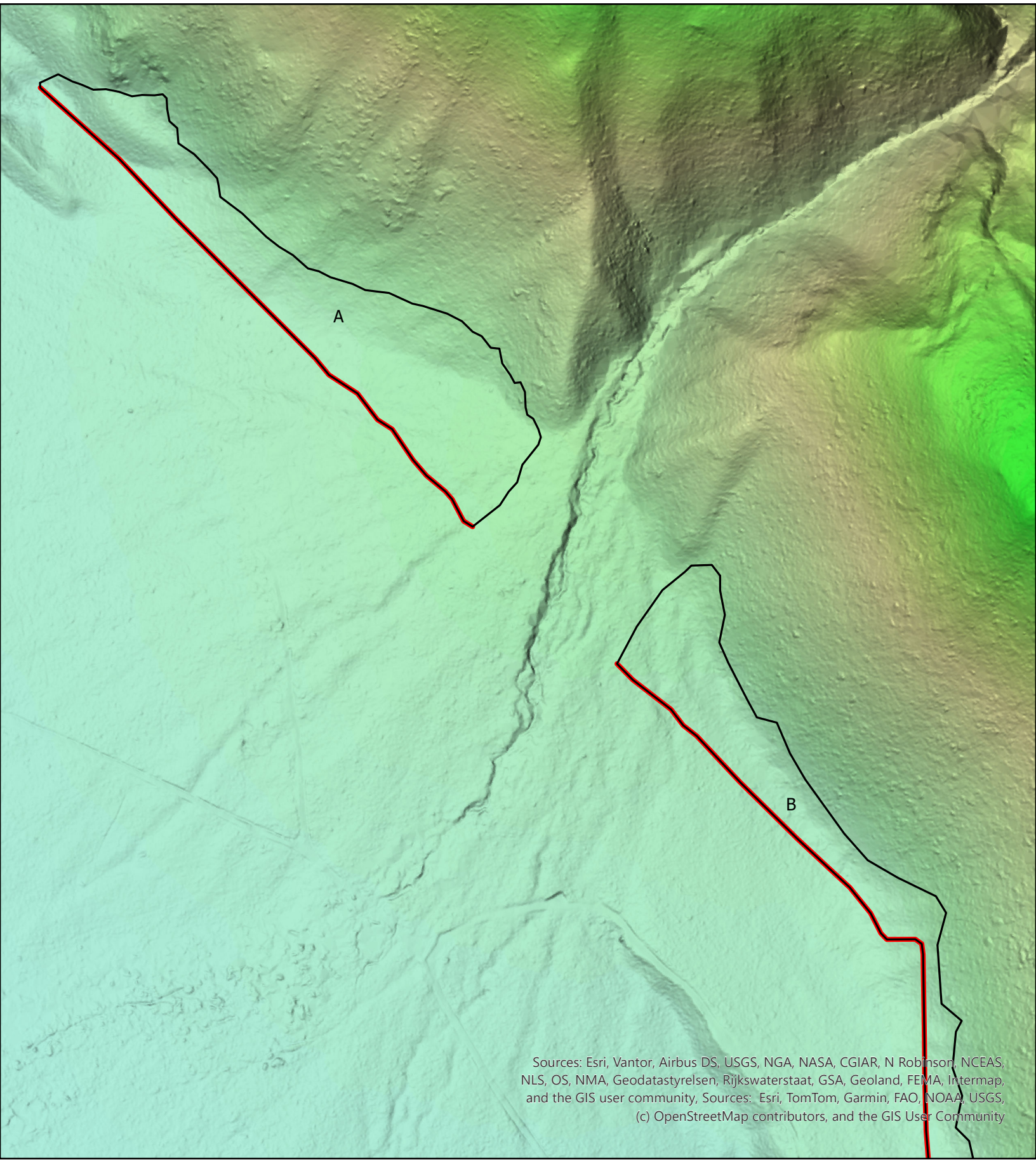



N

2,000 Feet

Burn Prep Lines

# King Kong (Unit A)
# Kootenai National Forest



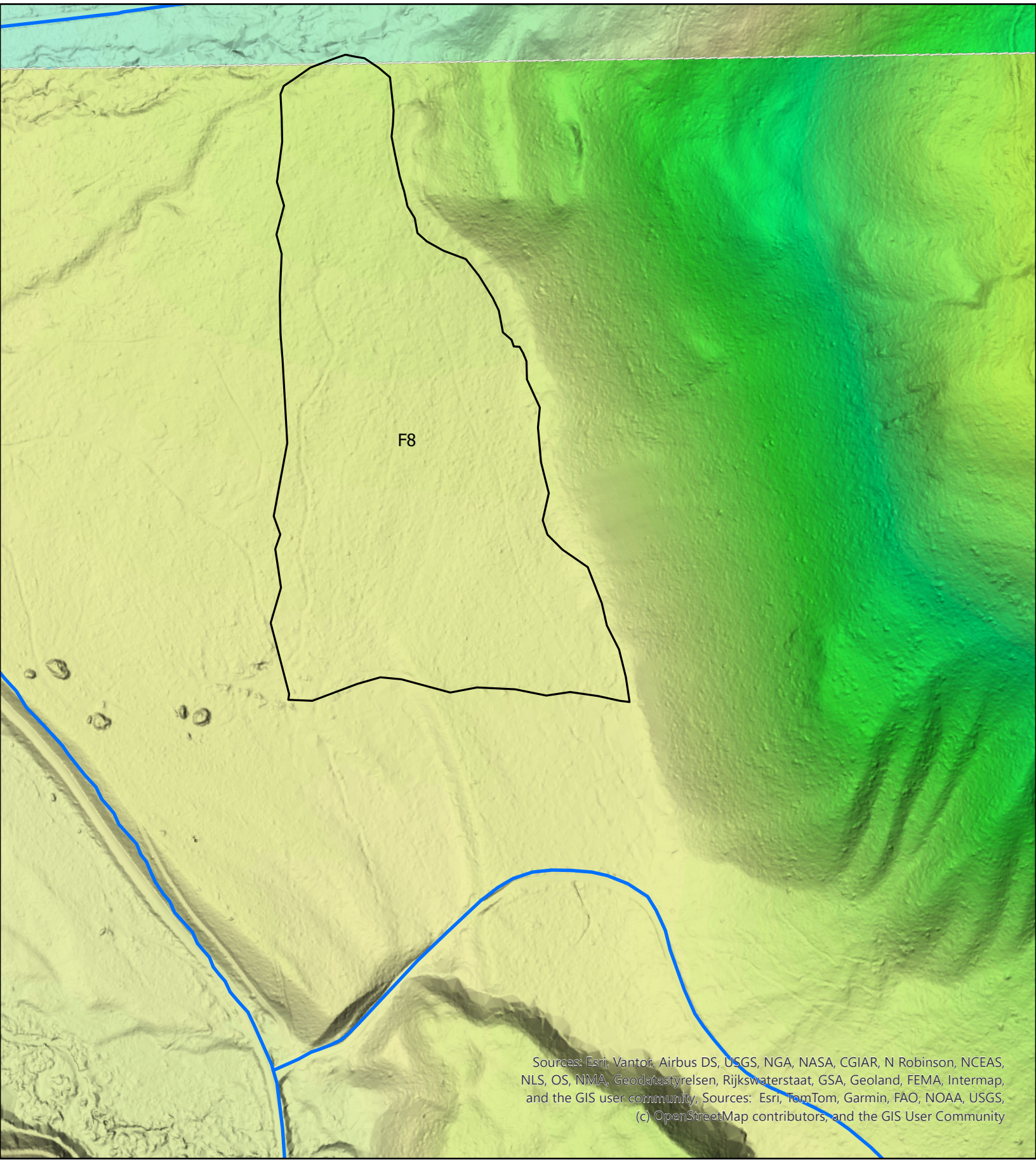

N

1,000 Feet

Burn Prep Lines

# King Kong (Unit F8)
# Kootenai National Forest

National Forest Foundation

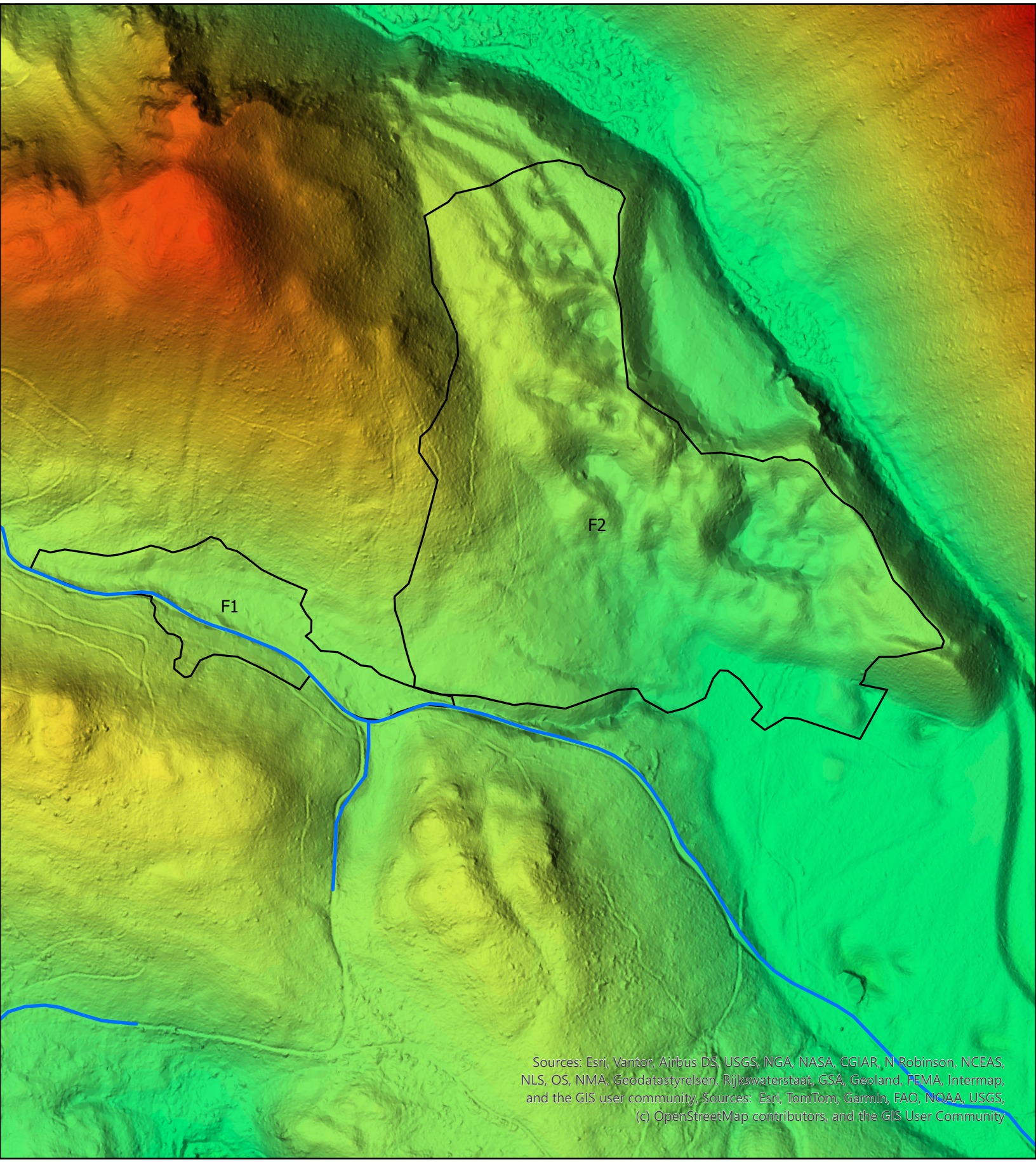



N

1,100 Feet

Burn Prep Lines

# King Kong (F1 and F2)
# Kootenai National Forest




0.25 Miles

N

# Appendix C
## 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.

# Appendix D: Kootenai Food Storage Order

## United States Department of Agriculture
## U.S. Forest Service

## Food/Wildlife Attractant Storage Order

**Northern Continental Divide Ecosystem Area**
Flathead, Lolo, Kootenai, Helena-Lewis and Clark, Beaverhead-Deerlodge National Forests
USDA, Forest Service, Region One

Pursuant to 16 U.S.C. §551 and Title 36 C.F.R. §261.50(a) the following acts are prohibited or restricted on the Flathead, Lolo, Kootenai, Beaverhead-Deerlodge, Helena – Lewis and Clark National Forests, Montana, within the Northern Continental Divide Ecosystem area.

### PROHIBITIONS

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

### 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.

### AREA RESTRICTED

Appropriate food storage or attendance, as outlined in this Order, is required on all National Forest System (NFS) lands within the Flathead, Lolo, Kootenai, and Helena – Lewis and Clark, except the Crazy Mountain Range, on the Belt Creek–White Sulphur Springs Ranger District and on all NFS lands within that portion of the Beaverhead-Deerlodge National Forest, Butte Ranger District, within the Elkhorn Mountain Range, as depicted on the map, Exhibit A, which is hereby made part of this Order.

### IMPLEMENTATION

1. This Order will be in effect annually from March 1st to December 31st, through calendar year 2028.
2. Food/Wildlife Attractant Storage Special Order Prohibitions, Information and Definitions are attached as Exhibit B, and hereby made a part of this Order.

### EXEMPTIONS

Pursuant to 36 C.F.R. §261.50(e), the following 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)

**PENALTY**

Violation of these prohibitions is punishable by a fine of not more than $5,000 for an individual or $10,000 for an organization, or imprisonment for not more than 6 months, or both (16 U.S.C. § 551 and 18 U.S.C. §§ 3559, 3571, and 3581).

**INFORMATION**

Further information regarding this order may be obtained at any of the following Supervisors Offices: Flathead National Forest, located at 650 Wolfpack Way, Kalispell, MT, (406) 758-7502. Lolo National Forest, located at 24 Fort Missoula, Missoula, MT (406) 329-3750, or Helena-Lewis and Clark National Forest, located at 2880 Skyway Drive Helena, MT (406) 449-520, Kootenai National Forest, located at 31374 US Highway 2, Libby, MT (406) 293-6211, Beaverhead-Deerlodge National Forest, located at 420 Barrett St. Dillion, MT (406) 683-3900.

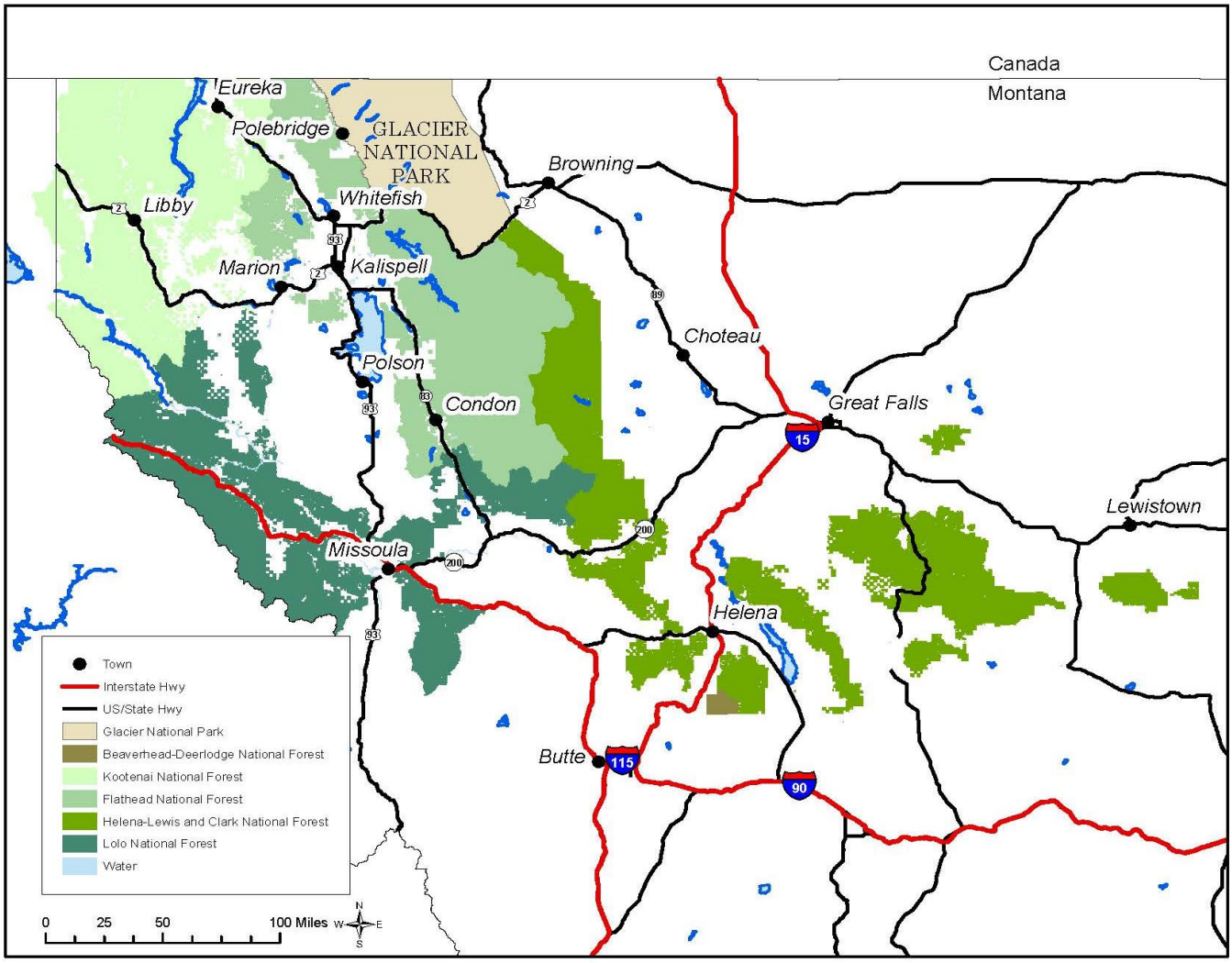
Done this *28th* day of February 2023.

By: _____

Leanne Marten
Regional Forester
Northern Region, USDA Forest Service

# Exhibit A

Northern Continental Divide Ecosystem Area, Food/Wildlife Attractant Storage Order
Order # R1-2023-02



# 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.
6. 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.

## 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 (https://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.