National Forest Foundation

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Request for Proposals

Raspberry Gulch Fuels Reduction

Private Lands adjacent to San Isabel National Forest, Colorado

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:

In collaboration with the Bird Conservancy of the Rockies (BCR), the NFF is seeking a contractor to conduct service work, including forest thinning and mastication operations, across 81.1 acres of private lands adjacent to the San Isabel National Forest in Chaffee County, CO. The goal of this work is to reduce hazardous forest fuels that have accumulated due to a century of fire suppression and human development in fire-dependent ecosystems. BCR (the Implementation Lead) identified and developed this project and will operate as the primary point of contact for the selected contractor during implementation.

Statement of Work:

This Request for Proposals (RFP) includes 81 acres of forest treatments in mixed-conifer stands (Douglas fir, lodgepole pine, ponderosa) and ponderosa pine stands. Both tree harvest and mastication are expected to occur.

Timeline:

A mandatory pre-bid project tour will be held on November 3, 2026. To receive logistical details for the tour, contractors must RSVP to ssmith@nationalforests.org by November 2, 2026. Those who RSVP will receive a georeferenced project area map to reference during the tour.

This Request for Proposals will close and all proposals will be due on November 13, 2026. The NFF anticipates being able to enter a contract with any selected bidder(s) by December 15, 2026, with a projected contract start date of April 16, 2027. 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

A. Project Overview

1. Description of Work – This Request for Proposals is for forestry services related to the Raspberry Gulch Fuels Reduction project, located on private lands adjacent to the San Isabel National Forest. Work on this project will include thinning and mastication of 81 acres of private lands in mixed-conifer and ponderosa pine forest. Additionally, access and hauling will occur on USFS 272, 273, and 274. Proper permitting with the USFS is required and all road maintenance will need to meet specifications in USFS T-817. This includes pre-hauling safety measures and post-hauling repairs, as needed. The selected contractor(s) will be responsible for performing the following deliverables:
    a) 41.6 ac thinning and mastication in mixed-conifer forest
    b) 39.4 ac thinning and mastication in ponderosa pine forest
2. Specifications – Project work shall be accomplished in accordance with the following:
    a) All work is to be completed according to the specifications in Appendix B: Scope of Work Detail.
    b) Work is to occur according to the boundaries laid out in Appendix C: Project Area Map.
    c) **USFS Hauling Permit** – The selected contractor is required to obtain a hauling permit for the USFS system roads accessing this project according to the specifications in Appendix D and E.
3. Project Location – The project is located on lands owned by the Colorado Outdoor Education Center in Chaffee County, Colorado and can be accessed from USFS 273, approximately 1.3 miles past its intersection with USFS 274, about 4 miles west of Hwy 285 near Centerville, CO
    a) All treatment areas can be accessed by logging equipment such as feller bunchers, skidders, and masticators.
    b) Utilities/Facilities: There will be no sanitation, water, electrical or housing services available.
4. Work Schedule – Project work may not begin until April 16, 2027. The following no-work dates apply:
    - June14-18
    - June 21-24
    - June 28-July 1
    - July 19-23
    - July 26-30
    - Aug 2-5

B. Other Requirements

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

    a) Coverage Requirements

        i. Commercial General Liability Insurance ("CGL"). Commercial general liability insurance, including bodily injury, property damage, personal injury, advertising injury, products and completed operations and contractual liability in the amount no less than:
            - $1,000,000 each occurrence;
            - $1,000,000 products/completed operations limit;
            - $1,000,000 advertising injury and personal injury limit; and
            - $2,000,000 general aggregate.

        ii. Business Automobile Liability Insurance. If using motor vehicles (owned, hired, or borrowed) to deliver or perform the work described in the proposal, business automobile liability insurance with a minimum limit of $1,000,000 combined single limit each accident for bodily injury and property damage for all owned, rented leased or hired vehicles used in conjunction with the performance of the services.

        iii. Workers' Compensation Insurance. Statutory workers' compensation insurance in accordance with all state and local requirements of the state(s) in which services will be performed.

        iv. 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.

    b) Waiver of Subrogation. All insurance policies shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the NFF, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

    c) Primary and non-contributory. With the exception of Workers' Compensation and Professional Liability insurance (if applicable), all insurance required to be maintained by Contractor shall be primary with

respect to all claims arising out of Contractor's performance and/or activities under this Agreement, and any insurance or self-insurance maintained by the NFF shall be excess only and not be required to contribute with it.

d) "Claims Made" Coverage. Any liability insurance purchased on a "claims made" basis must be continuously maintained for a period equal to the applicable statute of repose, but in any case, not less than 3 years, following final performance or termination of Services, either through the continued purchase of insurance or the purchase of an extended reporting period. The retroactive date applicable to such "claims made" insurance, if any, must precede the first date on which Services are to be performed.

e) Verification of Coverage. Contractor 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.

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

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

3. Payment/Performance Security. If selected, Bidder(s) shall be required to provide security in the form of cash, a letter of credit, bond, or other financial security that is easily convertible into cash in a form acceptable to the NFF, in its sole determination. The security will be used to ensure completion of the work required under any subsequent agreement and payment of all amounts lawfully due to all persons. All persons shall include, but not be limited to, those supplying or furnishing to the Bidder or Bidder's Subcontractors with labor, laborers, materials, rental machinery, tools or equipment used or to perform the work. Bidders may incorporate required associated costs into mobilization costs or other approved expenses. Payment or Performance Security will be required in the following amounts, as applicable:

a) For work that is classified as construction in accordance with the Miller Act or Little Miller Act or if required per conditions of the funding source, payment and performance bonding will be required in the full amount of the Agreement. For the purposes of this Request for Proposal, construction is defined as “any contract greater than $100,000 for the construction, alteration, or repair of any public building or public work where the federal government is the owner.”
b) If Contractor is subcontracting 15% or more of the total contract value, or if the cost of materials is in excess of the larger of $100,000 or 50% of the contract total, payment and performance bonding will be required in the full amount of the Agreement.
c) If the value of the agreement is in excess of $250,000, Contractor will be required to post financial security in a form acceptable to the NFF in the amount of 5% of the total agreement value up to $250,000 in total financial security.

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

4. Prevailing Wage. Work performed under this RFP and any resulting contract is subject to prevailing wage regulations under <<the Federal Davis-Bacon Act or other State legislation>>. All contractors and subcontractors bidding on this project must factor prevailing wage rates, including mandatory fringe benefits, and the maintenance of certified payroll into their cost proposals.
5. Prohibited Telecommunications Services and Equipment. If selected, Bidder(s) are responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216.
6. Flowdown Provisions. NFF funding for projects may vary but will frequently include public funds. As such, any Agreement associated with this RFP may be subject to flowdown requirements under associated federal or state funding agreements, which are included and made part of by this reference. Flowdown requirements are not negotiable and will not be removed or edited. While flowdown provisions may change depending on funding, the NFF has identified the following flowdown provisions as currently being required for any Work performed under this RFP and any resulting contract:

    - Appendix A: Federal Flowdowns for 1596031

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II. PROPOSAL REQUIREMENTS

A. Technical Proposal

1. Minimum Requirements. Bidders shall submit a technical proposal for the work described in this RFP. Bidders shall consider all relevant factors when submitting proposals for this work. Bidders shall identify in their proposals what they can supply in terms of materials, labor, equipment, supplies, supervision, quality control, and incidentals required to complete the work as described. Proposals should account for the need of the selected contractor to make its own arrangements for temporary utilities and facilities, if required. Proposals shall be sufficient to guarantee that the selected contractor shall be able to perform all work in a safe and conscientious manner and in accordance with all industry standards. At a minimum, each proposal must include the following:
    a) An overview and description of the services, materials, supplies, labor, equipment, utilities, and facilities 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) Any change or risk management approaches utilized by the Bidder when completing projects of the type described in this RFP.
    e) 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.
2. Optional Requirements. Bidders may also include the following items in proposals as applicable:
    a) Experience securing commercial use of USFS roads permit.

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

1. Experience
    a) Please provide a brief explanation of previous work experience with land management agencies, noting specifically any work performed on National Forests or Grasslands.
    b) Please provide a listing of relevant projects of similar size, scope, and total value performed by the Bidder within the past 5 years.
2. References

a) Please provide three professional references, identifying as applicable any government or conservation nonprofit references.

b) Provide the name, email address, and telephone number for each reference, as well as the dates of the projects during which the Bidder worked with each reference.

3. 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.

C. 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.

D. 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.

The NFF, in its sole discretion, reserves the right to utilize any alternative pricing schedule proposed by any Bidders.

All quantities and measurements identified in this RFP are based upon the best knowledge available to the NFF and are subject to change.

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.

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)	Thinning and mastication in mixed-conifer forest	41.6		
(b)	Thinning and mastication in ponderosa pine forest	39.4		
			Total Bid	

E. 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	Work Tasks/Items Performed	Corresponding Cost
1.		
A.		
B.		
C.		
D.		
	Agreement Total	

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

III. SUBMISSION, EVALUATION, AND CONTACTS

A. Bidder Selection Process:

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

   Submission Address: ssmith@nationalforests.org

   Submission Deadline: 5:00 PM MST on November 13, 2026.

   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.

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

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

3. Request for Proposals Only. This is a request for proposals only and bids furnished do not bind the NFF in any way. Selection of a bid will result in the opportunity to contract with the NFF but will not guarantee a resulting contract or any amount of work. The NFF reserves the right to disqualify any incomplete or improper proposal submitted as non-responsive. The NFF may also decide not to select any proposals submitted to this RFP for advancement to contract negotiations. This request does not commit the National Forest Foundation to pay any costs incurred in the preparation or submission of the proposal or to contract for supplies or services.

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

Level 2 Criteria
- Technical proposal / proposed approach to project
- Overall strategic benefits to meeting NFF goals and grant needs, requirements, and timelines

Level 1 Criteria
- Benefits to the local community
- Relationship to local community

C. 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.

Shannon Smith
National Forest Foundation, Central CO Program Coordinator
ssmith@nationalforests.org

D. Bid Submission

Submit bids via email to ssmith@nationalforests.org by 5:00 PM on November 13, 2026.

E. 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: Federal Flowdowns 1596031

NFF Funding Code: 1596031
NFF Funding Name: PPA NRCS-RCPP UAFF

Funder Agreement ID: PPA2617-A-0464

Flowdown Provisions

I. APPLICABLE REGULATIONS

A. The regulations in 7 CFR Part 1464 and are incorporated by reference. In the event of a conflict between these regulations and the terms of this attachment, the provisions of the regulations will prevail.

B. Allowable project costs will be determined in accordance with the authorizing statute and regulation the purpose(s) of the RCPP project which this supplemental agreement supports, the purposes of this supplemental agreement award

C. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable.

(1) 2 CFR Part 25, “Universal Identifier and System of Award Management”

(2) 2 CFR Part 170, “Reporting Subaward and Executive Compensation Information”

(3) 2 CFR Part 175, “Award Term for Trafficking in Persons”

(4) 2 CFR Part 180, “OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)”

(5) 2 CFR Part 182, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)” (”

(6) 2 CFR Part 400, “Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards”

(7) 2 CFR Part 417, “Nonprocurement Debarment and Suspension”

(8) 2 CFR Part 418, “New Restrictions on Lobbying”

(9) 2 CFR Part 421, “Requirements for Drug-Free Workplace (Financial Assistance)”

(10) 2 CFR Part 422, “Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct”

(11) 48 CFR Part 31, “Contract Cost Principles and Procedures” c. For corporate recipients, by accepting this award the recipient

acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

(12) If work performed under this agreement relates to the alteration, or repair (including painting and decorating) of public buildings or public works (e.g. financial assistance related to the RCPP Watershed funding tied to such purposes), Partner responsible for full compliance with the Davis-Bacon and Related Acts.

II. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements consistent with 2 CFR 200, Subpart F. A recipient entity that expends $750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

III. SPECIAL PROVISIONS

The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

Employees of the NRCS will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making.

Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. “Covered program” means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences.

The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with NRCS clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IV. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to the NRCS contact(s) identified in the RCPP portal.

USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic

formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

“This material is based upon work supported by the U.S. Department of Agriculture, under Regional Conservation Partnership Program Supplemental Agreement number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

“Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services.

All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

V. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

VI. MISREPRESENTATION AND SCHEME OR DEVICE

A participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract and the regulations applicable to this contract, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The participant must refund to NRCS all payments received plus

interest. In addition, NRCS may terminate the participant's interest in all agreements. The provisions of this paragraph of the attachment shall be applicable in addition to any other criminal and civil fraud statutes.

VII. APPEAL RIGHTS

Lead partners and nonlead partners under partnership or supplemental agreements.

(1) A lead partner or nonlead partner may obtain a review of any administrative determination concerning eligibility as a partner under the program or eligibility for financial assistance payments under an agreement that obligated financial assistance funds utilizing the administrative appeal regulations provided in 7 CFR parts 11 and 614.

(2) NRCS provision of technical assistance funds under a partnership agreement or supplemental agreement are not subject to administrative review as the provision of such funds are to assist NRCS with its implementation of the program consistent with 16 U.S.C. 3842 and are not program payments or benefits to a lead partner or nonlead partner.

VIII. 2 CFR 200 EXCEPTION

Consistent with authorities includes in the Supplemental Agreement or herein, as well as provisions of 2 CFR 200.102, Exceptions, this supplemental agreement is subject to audit provisions of 2 CFR 200 and those provisions of 2 CFR 200 referenced herein. Where supplemental agreement language conflicts with 2 CFR 200, the terms of this agreement and the RCPP program authorities shall prevail.

Appendix B: Scope of Work Detail

Project Administration

Bird Conservancy of the Rockies Forester Kyle Deschenes will serve as primary Project Administrator. Contact information is listed below:

Kyle Deschenes
719.747.4612
Kyle.deschenes@birdconservancy.org
800 Research Dr Ste 160
Woodland Park, CO 80863

The Project Administrator reserves the right to suspend operations at any time and to require specific on-the-spot work on a case-by-case basis that may override the prescription listed below. For example, the Project Administrator may require the removal of specific trees (i.e. beetle hit trees) that fall outside of the “Prescription” listed below. The CONTRACTOR shall notify the Project Administrator when they are within two days of completing each unit. The Project Administrator will notify the CONTRACTOR of a date and time for a final inspection. Payment to the CONTRACTOR will be processed upon successful completion of the project after the final inspection and acceptance of work. The operator must be present at the time of final inspection.

The CONTRACTOR will be given an opportunity to walk the property solo during the showcase and is responsible for assessing delineated areas not included in the group walkthrough during this time to determine their bid and plan of operations.

Unit Descriptions

Ponderosa pine stand Prescription (39.4 ac)

Harvest within the ponderosa pine stand will focus on removing the smaller size classes of trees to reduce group size numbers and increase the area of meadow coverage. Additionally, less drought resistant species such as Douglas-fir will be targeted for removal. Any aspen, pinyon, or rocky mountain juniper can be retained to increase tree species diversity. Approximately 95% of trees in the 4-8” diameter range will be removed. Within the 4-8” diameter range, 2-10 trees per acre can be retained in small groups of 2-5 trees well-spaced from mature overstory trees. Mastication is the most likely mechanical process in the ponderosa pine stand, however, some small logs may be harvested. Anticipated removals include approximately 90 trees per acre in the 4” size class, 25 trees per acre in the 6” size class and 25 trees per acre in the 8” size class. Mastication debris or chip depth should not exceed 3” in depth. A small sample mark will be provided.

Mixed conifer stand Prescription (41.6 ac)

Harvest within the mixed-conifer stand will focus on removing Douglas-fir and lodgepole pine. This will shift the species composition so that the representation of aspen and

ponderosa pine is greater. Live Douglas-fir and lodgepole pine within the 6-14” size class will be removed from around large, mature ponderosa pine and Douglas-fir.

Large individuals of seral species such as ponderosa pine and Douglas-fir should be retained as well-spaced individual trees. Climax species such as lodgepole pine can be retained in groups of 20-200 trees. In areas where aspen is present, conifers should be removed to favor aspen cover. Additionally, Douglas-fir snags <15” in diameter will be removed. Logging in the mixed conifer stand can be accomplished through both mastication and large tree harvest with the expectation of skidding and log hauling. Anticipated removals include approximately 25 live trees per acre in the 6” size class, 10 live trees per acre in the 8” size class and 10 live trees per acre in the 10-14” size class. It is predicted that approximately 75 snags per acre in the 4-6” size class will be masticated, however, roughly 40 snags per acre in the 8-15” size class can be harvested. Mastication debris or chip depth should not exceed 3” in depth. Chip depth restriction may inhibit the removal of all snags that are expected to be masticated. A small sample mark will be provided.

General Prescription

Tree removals:

MU	Remove	Retain
MC	Majority of small snags, small live conifers around aspen and around large live conifers	Aspen, large well-spaced live conifers, snags >15”DBH
PP	Ponderosa pine regeneration, small Douglas-fir	Aspen, mature ponderosa pine, large Douglas-fir

- Chip depth should not exceed 3”

Equipment requirement

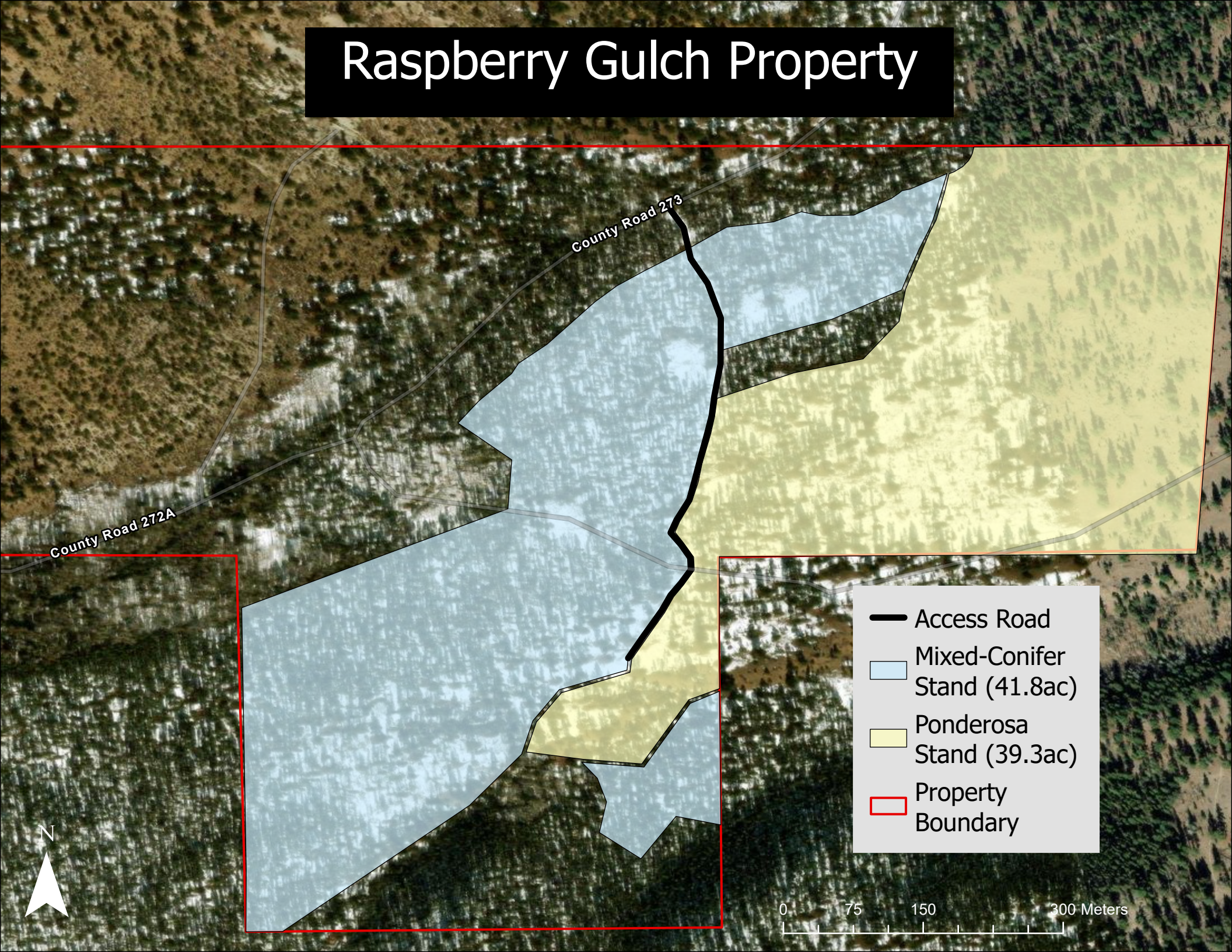
Standard logging and mastication equipment.

Environmental and Other Concerns

- Mastication activity will only be allowed within the boundaries identified on the maps. Cutting outside of the boundary is prohibited, and if it occurs, must be reported to the Project Administrator immediately.
- The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area to reduce the spread of noxious weeds from other projects. A BCR representative must be present to inspect the vehicles and machinery before they are brought onto the project site.
- Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant or other fluids shall be removed and placed in covered drums or other acceptable

containers for proper disposal by the CONTRACTOR.

- The CONTRACTOR is required to comply with all Endangered Species Act (ESA) and other relevant state and federal species protection laws or regulations.
    - At this time, BCR personnel have not identified any species, flora or fauna, included in the ESA within the project area.
    - If the CONTRACTOR finds evidence of threatened or endangered species, immediately notify the Project Administrator.
- Archaeological or Cultural Discoveries
    - If in connection with operations under this contract, the CONTRACTOR, his/her subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, human remains, graves or grave markers, fossils, or artifacts, the CONTRACTOR shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Project Administrator of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Project Administrator.
- Surface Conditions: Wheeled/tracked motorized equipment shall not be operated when conditions are muddy or the soil moisture is high enough for the vehicles to leave ruts over 4.0 inches in depth for 10 ft. or longer. When/if such conditions are encountered, the CONTRACTOR shall stop work and immediately notify the Project Administrator.
- Neither trash nor litter will be left by the CONTRACTOR anywhere on the property, access route, or vicinity. Daily hauling of any trash generated by the CONTRACTOR is the CONTRACTOR'S responsibility.
- All access roads will be kept passable at all times. Any significant accumulations of mulch on the access roads and trails will be removed by the CONTRACTOR at the end of the project.
- Under no circumstance will new roads/routes/access points be created by the CONTRACTOR. All travel will occur on current and existing roads, or through travel points established by Project Administrator. If a need for alternative travel route/road/access point arises, it must be mapped and approved by the Project Administrator in writing prior to its creation.
- All gates shall be left closed at all times.
- Smoking will only be allowed in vehicles. Each vehicle must have a properly serviced Class A, 10-pound fire extinguisher and a minimum of one fire tool per cutting crew member. All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.
- Boundary fences needing alterations for operation must be repaired by the CONTRACTOR and excessive mastication debris must not be propelled onto the adjoining private land. No woody material may be left on or piled up against boundary fences. Work may need to be completed by hand near property boundaries in order to meet this standard.


Raspberry Gulch Property
County Road 273
County Road 272A
Access Road
Mixed-Conifer Stand (41.8ac)
Ponderosa Stand (39.3ac)
Property Boundary
N
0
75
150
300 Meters

Appendix B

SPECIFICATION T-817 MAINTENANCE FOR LIMITED USE

DESCRIPTION:

1.1—This work consists of making limited use roads passable for both project use and public traffic and providing drainage from the traveled way and roadbed. Intent of use is for high clearance or other minimally improved roads where limited maintenance is required for project access and product removal. No long-term improvements are required or desired and road should be returned to its pre-existing character after project use.

REQUIREMENTS:

3.1—Pre-Haul Maintenance Authorizations

(a) Traveled Way

a. Improve existing road entrances and junctions as needed to enable safe and efficient travel.
b. Smooth or fill existing cross ditches and water bars which prevent travel by project vehicles or equipment. Locations of any filled drainage features shall be marked or recorded for subsequent reinstallation. Drainage features which do not unduly inhibit project traffic shall be left in place.
c. Corners may be cleared and widened for travel as permitted by the Contracting Officer where existing ground is suitable for traffic without cutting the existing shoulder by more than 6 inches or where importing additional material would be required.
d. Fill any mudholes or low spots holding water with mineral material and/or provide drainage to prevent saturation of the road and subsequent surface damage from equipment and vehicle traffic.
e. Remove brush, fallen trees, rocks, and other debris from traveled way, including turnouts, turnarounds, and other locations that interfere with needed maintenance or traffic.
f. No object extending over 4 inches above the road shall remain within the usable traveled way.
g. Cut and remove standing or down trees, logs, brush, and limbs. Remove encroaching limbs to a height of 14 feet above the traveled way surface. Limb and remove timber that meets utilization standards or deck at locations approved by the Contracting Officer.
h. Place all removed or disturbed materials away from drainages and drainage features.
i. During use, maintain all retained drainage structures including waterbars, dips, ditches, and culverts in a fully functional condition.

(b) Turnouts

a. Turnout locations may be cleared and widened for use as permitted by the Contracting Officer where existing ground is suitable for traffic without cutting the existing shoulder by more than 6 inches or where importing additional material would be required.
b. Drainage on the road surface shall not be impacted by the grading and use of turnouts.

(c) Slough and Slides and Washouts

a. Slough and slides may be left in place, provided surface drainage is provided and at least 12 feet of width is available for vehicle and equipment passage.
b. Reposition or ramp over slides and slough when the traveled way width is less than 12 feet providing the material is capable of supporting vehicles. Limit out-slope to no more than six percent.
c. Reposition slough or slide materials, which are not capable of supporting a vehicle, on the roadbed to provide the 12 feet width.
d. Washouts may be filled with mineral material and/or shaped to provide drainage and traffic.

3.2— Post-Haul Requirements — At the end of project use or prior to entering seasonal shutdowns or periods of extended inactivity:

(a) Shape the traveled way and disturbed roadbed to provide functional drainage.
(b) Reinstall waterbars, dips, and cross ditches and provide any additional drainage structures necessary to offset changes caused through project use and maintenance.
(c) Obliterate any created turnouts and restore functional road drainage through the impacted area.
(d) Leave roads useable for high clearance vehicles. Remove or reshape modifications at road junctions to leave the entrance as it was before use, or as agreed at the time of improvement.

COMMERCIAL USE ATTACHMENT TO APPLICATION FOR A PERMIT FOR USE OF ROADS RESTRICTED BY REGULATION OR ORDER

(Authority 16 U.S.C. 532-538)

FS-7700-0040a (REV. 05/2024)
OMB # 0596-0016
Exp. MM/DD/YYYY

1. PURPOSE OF USE

HAULING LOGS OR LUMBER: approximately _____ MBF

HAULING OTHER MATERIALS: approximately _____ tons

DESCRIBE OTHER MATERIALS:

2. USE SCHEDULE

SEASON	NUMBER OF DAYS OF USE	TYPE OF TRUCKS TO BE USED	TYPE OF LOADING TO BE USED

3. PLANS FOR FUTURE USE (not included in this application)

HAULING LOGS OR LUMBER: approximately _____ MBF

HAULING OTHER MATERIALS: approximately _____ MBF

DESCRIBE MATERIALS:

ESTIMATED PERIOD OF USE: from _____ to _____

1. GENERAL DESCRIPTION OF ROADS TO BE USED AND THEIR SUITABILITY FOR THE PROPOSED USE (show roads on a map at a minimum scale of 1/2" equals one mile)

2. IMPROVEMENTS NEEDED TO ROADS TO SAFELY ACCOMMODATE THE APPLICANT'S TRAFFIC

SIGNATURE OF APPLICANT	DATE

3. OTHER DESIRED IMPROVEMENTS TO ROADS

DATE REPORT SUBMITTED	NAME AND SIGNATURE	TITLE
DATE REPORT APPROVED	**NAME AND SIGNATURE**	**TITLE**

PAPERWORK REDUCTION ACT STATEMENT

According to the Paperwork Reduction Act of 1995, a Federal agency may not conduct or sponsor, and a person is not required to respond to, an information collection request unless it displays a valid Office of Management and Budget (OMB) control number. The valid OMB control number for this information collection request is 0596-0016. Response to this information collection request is required to obtain or retain benefits. The authority for this information collection request is the National Forest Roads and Trails Act of 1964, 16 U.S.C. 532-538. The time required to complete this information collection request is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, collecting and maintaining the data needed, and completing and reviewing the information collection request. Send comments regarding this burden estimate or any other aspect of this information collection request, including suggestions for reducing the burden, to the USDA Forest Service email address SM.FS.InfoCollect@usda.gov, with OMB control number 0596-0016 in the subject line.

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