



TULE RIVER TRIBAL COUNCIL

TULE RIVER INDIAN RESERVATION

REQUEST FOR PROPOSALS

2025 Red Hill Giant Sequoia Grove Severe Burn Rehabilitation Project Phase I

TRTC-15-2025

The Tule River Tribal Council (the “Tule River Tribe”) hereby requests contractor proposals for the Red Hill Giant Sequoia Grove Severe Burn Rehabilitation Project Phase I to be conducted within the Western Divide District of the United States Department of Agriculture (USDA) Forest Service, Sequoia National Forest (SQF), hereinafter referred to as the “U.S. Forest Service, . This project will reduce accumulations of standing dead fuels and ground fuels and mitigate hazard trees to reduce the risk of reburn in the future and create safe conditions for hand crews to plant seedlings, control shrub competition and burn slash piles. Project work is scheduled to begin on Friday, August 15th, 2025.

DATE OF ADVERTISEMENT: Friday, March 28, 2025

DEADLINE FOR SUBMITTAL: Wednesday, April 23, 2025, at 5:00pm.

PROJECT INFORMATION

The Tule River Tribe is seeking to contract with a qualified forestry operator to implement Giant Sequoia Grove restoration work under the direct supervision of the Tule River Natural Resources Department with oversight and direction provided by qualified USFS personnel. The project seeks to significantly reduce the density of dead and dying fuels within treated areas, mitigate hazard trees that pose risks to forestry workers, the public in general, and road access in the future, and ensure that natural forest regeneration is supported in the future.

The site(s) are all located in the Red Hill Giant Sequoia Grove within the Sequoia National Forest, Tulare County, California. The Red Hill Giant Sequoia Grove is seasonally accessible via highway 190, Crawford Road and USFS Road 21S94 travelling from Coy Flat campground through sections of the Tule River Indian Reservation.

Vehicle permits will be provided when access is open, and access arrangements will need to be made while the U.S Forest Service gates are seasonally locked.

One (1) digital copy and two (2) copies of the proposals shall be submitted to Teresa Villegas, Procurement Specialist (teresa.villegas@tulerivertribe-nsn.gov).

PROJECT BACKGROUND

In 2021, The Windy Fire burned over 97,000 acres of forestland, primarily on Sequoia National Forest and the Tule River Indian Reservation. The fire killed numerous old growth giant sequoia trees while devastating much of the coniferous forest within the Upper Tule River watershed. There has been continuing post-fire mortality observed amongst the region’s giant sequoias, pines observed, due to insect infestation within surviving trees. To recover from the impacts of the Windy Fire, mitigate the risk of future catastrophic wildfire and restore ecosystem and watershed health within, the Tule River Indian Reservation and the US Forest Service have signed a Memorandum of Agreement (MOU) with the Tule River Indian Tribe to conduct post-fire restoration on portions of

the Redhill Giant Sequoia Grove on Sequoia National Forest. The Redhill Giant Sequoia Grove comprises approximately 700 acres of which 327 are scheduled for treatment under the terms of the Scope of Work and Guidelines (EXHIBIT B).

CONSIDERATION FOR SELECTION:

The proposal shall address all of the following items, in the order set forth and shall not exceed 12 pages:

1. Applicant or Firm Name.
2. Applicant or Firm Qualifications:
 - a. Type of Organization, size (local office and total firm size), professional registrations and affiliations, number of years as a firm.
 - b. Names and qualifications of personnel assigned to the Project, including principal-in-charge, project manager, and all professional staff expected to take responsible roles.
 - c. Description of relevant, completed projects.
 - d. Client references from recent projects, including name, address and telephone number of individuals to contact.
3. Consultant is required to demonstrate specific expertise relating to the requirements of the Project Scope.
4. Consultant to note whether it is a subsidiary of a larger corporation or firm and if so, list the name of the parent organization.
5. List any subcontractors who will perform the work on this project and provide information in compliance with items 2 and 3 above.

PROJECT UNDERSTANDING AND APPROACH

The RFP requests contractors to submit bid expenses for specified tasks on a cost per acre, loading cost per load, and hauling cost at an hourly bid rate. All expenses including mobilization, and any other expenses associated with performing the task to specifications must be included in the bid rate specified.

CONTRACTOR AND PROPOSAL REQUIREMENTS

1. Provide bid expense for each specified task on the Red Hill Bid Form (**EXHIBIT D**)
2. Statement of management approach (including description of ability to meet schedule and deliverables), proposed work plan and schedule, description of ability to meet all schedule deadlines and deliverables.
3. Qualifications and Capacity
 - a. Licensing
 - b. Amount of existing commercial and general liability insurance coverage
4. Relevant project examples and references (include phone contact details) (EXHIBIT D)
5. Proposed subcontractors and additional expertise
6. Description of equipment owned or proposed to be used for services for the project.

7. Include an equipment and labor price sheet detailing the type of equipment and rate for hire per hour for each equipment listed in such case additional work projects may be added during operations and any additional project work other than described in Scope of Work can be compensated at the submitted hourly equipment rates. Please include operator cost with equipment rate and provide the hourly labor rate for fallers and general labor. These rates will be included in the final contract and used if any additional work is required and agreed upon by U.S Forest Service, Tribal Forester and contractor.

The proposals meeting the minimum qualifications set forth above will be evaluated. All relevant criteria including the following will be used to make the final selection:

- a. Demonstrated experience in delivering high-quality work that will achieve the project's ecological goals.
- b. Demonstrated experience meeting project timeline and schedule of operations.
- c. Demonstrated experience providing restoration services in an efficient and cost-effective way.
- d. Demonstrated experience employing a local labor force.
- e. Adequate project equipment, desired proposed methodology, and rates provided.
- f. Favorable reference checks

FEES AND INSURANCE

Proposals shall include estimated fees to complete the project as described under Project Scope:

1. Estimated fees must include all labor, materials, equipment, professional services, insurance, travel, profit, and all other costs and expenses for the proposed project.
2. Submit an itemized fee schedule as a basis for all proposed services and any extra services not included in item (a) above, if applicable.
3. Provide proof of insurance coverage for proposed services shall include general liability and property damage insurance that shall include automobile liability insurance in a combined single limit of not less than \$1 million dollars. Professional Liability Insurance (E&O) coverage of \$1 million is also required.
4. Provide proof of Workers Compensation coverage.
5. The selected firm shall provide, within ten (10) calendar days after the notice of award is issued, a copy of their existing liability insurance certificate with an Accord policy rider naming the Tule River Indian Tribe and its officers, employees and agents as an additionally named insured on said policies. Such insurance coverage shall be maintained in full force and effect for the duration of the Contract and must be in a form satisfactory to the Tribal Council.

PROPOSAL SUBMITTAL AND SELECTION

1. All proposals must be delivered in a sealed envelope with the words "**Attn: (Procurement – Teresa Villegas - Proposal to the Tule River Tribal Council for the Red Hill Giant Sequoia Grove**

Project” clearly written in bold type and received not later than: April 23, 2025, at 5:00pm. Late proposals will not be considered.

2. **All proposal submissions shall be delivered to:**

a) Via Mail

Attn: Teresa Villegas – Procurement Specialist – Proposal to the Tule River Tribal Council for the Red Hill Giant Sequoia Grove Project
Tule River Indian Tribe of California
P.O. Box 589
Porterville, CA 93258

b) Hand Delivered or by Courier

Attn: Teresa Villegas – Procurement Specialist – Proposal to the Tule River Tribal Council for the Red Hill Giant Sequoia Grove Project
Tribal Administration Office
340 North Reservation Road
Porterville, CA 93257

3. **All correspondence or inquiries** should be directly emailed to:

Dr. Roselynn Lwenya, Natural Resources Director
Roselynn.Lwenya@tulerivertribe-nsn.gov

Teresa Villegas, Procurement Specialist
Teresa.cummings@tulerivertribe-nsn.gov

Phone calls will not be accepted.

4. All costs for preparation of proposals shall be borne by the proposer.

5. Tribal staff and its designated agents or representatives will review the proposals and select the one that they believe is most advantageous to the Tribe.

6. The Tule River Tribal Council will make the final selection and award. The Tribal Council may or may not choose to interview the recommended Consultant prior to the award.

7. This request does not constitute an offer of employment or to contract for services.

8. The Tribe reserves the right to reject any or all proposals received in response to this request for Proposals, wholly or in part.

9. The Tribe reserves the right to retain all proposals, whether selected or rejected.

10. All proposals shall remain firm for sixty (60) working days following the closing date for receipt of proposals.

11. The successful Consultant will be expected to enter into a consultant agreement of substantially the same format as the attached sample form in Exhibit A.
12. The Tribe reserves the right to award the Consultant services contract to the firm that, in the sole judgment of the Tribe, can best accomplish the desired results. Selection criteria include, but are not limited to, consideration of the Consultant's qualifications and experience, the Consultant's understanding of and approach to the project, and the proposed fee for services.
13. Preference in the award of a Contract shall be given to Indian and Alaskan Native organizations and economical enterprises. The Owner may give preference to a 51 percent Indian-owned economic enterprise so long as the bid by this enterprise does not exceed the lowest bid submitted by more than five (5) percent.
14. The Tule River Tribal Council reserves the right to waive any informality in any submission, to reject any and/or all submissions, and to accept proposal(s) that in its judgement is in its best interest. One (1) digital and two (2) originals copies shall be in a sealed envelope or package clearly labeled as **“Attn: Teresa Villegas - Proposal to the Tule River Tribal Council for the Red Hill Giant Sequoia Grove Project”** and delivered to the address noted above.

TIMING OF SELECTION PROCESS

March 28 th , 2025	Initial advertisement of RFP, electronic posting and distribution
April 9 th , 2025	Questions pertaining to RFP must be submitted before date shown by email to Dr. Roselynn Lwenya at roselynn.lwenya@tulerivertribe-nsn.gov and Teresa Villegas at teresa.villegas@tulerivertribe-nsn.gov
April 16 th , 2025	A consolidated response to all questions will be uploaded to the Tule River Tribe’s website (https://tulerivertribe-nsn.gov/) as an addendum to the RFP – Red Hill
April 23 rd , 2025	Proposals submitted by 5:00pm., to Teresa Villegas, procurement specialist teresa.villegas@tulerivertribe-nsn.gov
April 23 rd , 2025	Proposals will be opened in the Brafford Room at the Tule River Administration Office, 340 N. Reservation, Porterville, Ca. 93257 at 5:00pm.

Please include the following tribally required clause in the proposal:

INDIAN AND OTHER FEDERAL PREFERENCE APPLICABLE

All Tule River Tribal Councils Request for Proposals are subject to Section 7(b) of the Indian Self Determination & Education Act (25 USC 450e(b)) which provides to the greatest extent feasible, preference and opportunities be given to American Indians and American Indian owned business enterprises and OMB Circular A-102 (45 C.F.R Part 92.36(e)) requiring Tule River Tribal Council to take all necessary affirmative steps to assure minority firms, women’s business enterprises and labor surplus area firms are used when possible. For Indian Preference to be applied to American Indian owned and controlled businesses, proof of American Indian business ownership with more than 50% control must be submitted with the proposal.

INDIAN EMPLOYMENT OF SUBCONTRACTS - INDIAN PREFERENCE

Pursuant to Section 7(b) of the Indian Self-Determination and Assistance Act, as amended, to the greatest extent feasible, this RFP and any subcontracts awarded shall require Indian preferences and opportunities for training and employment in connection with the administration of such contract/subcontracts.

In addition, preference in the award of subcontracts shall be given to Indian organizations and to Indian-owned economic enterprises. Pursuant to Section 7(c) of the Indian Self-Determination and Assistance Act, as amended, the tribal employment or contract preference laws adopted by such Tribe shall govern with respect to the administration of the contract or portions of the contract.

For additional information, please see the following attachments:

EXHIBIT A: Sample Consultant Agreement

EXHIBIT B: Scope of Work and Guidelines

EXHIBIT C: Location Map and Haul Route

EXHIBIT D: Bid Sheet

EXHIBIT E: Suspension and Debarment

EXHIBIT A – SAMPLE CONSULTANT AGREEMENT

AGREEMENT

Between

[NAME]

And

The Tule River Tribal Council

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, _____ by and between the Tule River Tribal Council (“Tribe”) and [NAME] (“Consultant”):

Recitals

Whereas, Tribe desires to retain Consultant, and Consultant desires to be retained by Tribe, as a consultant.

Now, therefore, in consideration of the mutual promises, agreements, covenants, understandings, undertakings, representations, and warranties hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged. Tribe and Consultant agree as follows:

1. Services to be provided by Consultant:

[list services to be provided]

2. Direction Set by the Tribe

The Consultant, in the performance of the duties required under this Agreement shall be subject to the supervision and direction of [name].

3. Fees and Expenses

[insert fees & expenses & when payment shall be]

4. Term

[timeframe of services to be provided]. This contact may/may not be extended after this initial term.

5. Termination clause-- *if necessary*

Either party may terminate this Consulting Agreement on a thirty (30) day written notice without any liability whatsoever. Either party may terminate this Consulting Agreement if the other party commits or allows to be committed a Material Breach of this Agreement. A Material Breach is a material failure of either party to perform in accordance with this Agreement.

6. Billing and Payment

When will \$\$ be due by. When will consultant send invoices.

7. This Agreement supersedes all prior agreements, written or oral, and understandings between the parties and constitutes the entire the agreement between the parties. This Agreement may only be modified in writing, which must be signed by both parties. This Agreement is in force when signed below by duly authorized representatives of both parties.
8. This Agreement binds and benefits both parties and any successors and assigns.
9. Independent Contractor

In the performance of this Agreement, the Consultant is an independent contractor and neither the Tribe, nor any of the Tribal Council officers, members, employees, agents or subcontractors shall be deemed in any respect employees of the Consultant. The Consultant shall be solely responsible for the payment of federal or other taxes and all governmental filings. This is not an Agreement or lease, partnership or employment of the Tribe or any of the Tribal Council officers, members, or employees with the Consultant. The Consultant shall not order any merchandise or equipment, incur any indebtedness, enter into any undertaking or make any commitment in the name of the Tribal Council, purporting to be on behalf of the Tribe.

10. Entire Agreement

This Consulting Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Consulting Agreement supersedes any prior written or oral agreement between the parties.

11. Severability

If any provisions of this Consulting Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Consulting Agreement is invalid and unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. Applicable Law

This Agreement shall be governed by and construed pursuant to the laws of the State of California (but not include any of its choice of law provisions), and any disagreement arising out of it shall first be mediated by a person designated by both parties within thirty (30) days, after which time either or both parties may invoke any remedy at law or equity.

13. Notices

Any and all notices required under this agreement shall be in writing and shall be either hand delivered, mailed – First Class postage, Certified Mail – First Class postage, Return Receipt Requested or delivered via a recognized overnight courier service addressed to:

Tribe:

Chairman, Tule River Tribe

P.O. Box 589

Porterville, CA 93257

Attn: [name]

Consultant:

[name]

[address]

[city/state/zip]

Attn: [name]

IN WITNESS HEREOF, we have hereunto set our hands and seals on the day and year first written above.

TRIBAL REPRESENTATIVE:

Signature

Printed Name

Date

CONSULTANT

Signature

Printed Name

Date

SSN

Address

EXHIBIT B

SCOPE OF WORK AND GUIDELINES

Introduction

In 2021, The Windy Fire burned over 97,000 acres of forestland, primarily on Sequoia National Forest and the Tule River Indian Reservation. The fire killed numerous old growth giant sequoia trees while devastating much of the coniferous forest within the Upper Tule River watershed. There has been continuing post-fire mortality observed amongst the region's giant sequoias, pines observed, due to insect infestation within surviving trees. In order to recover from the impacts of the Windy Fire, mitigate the risk of future catastrophic wildfire and restore ecosystem and watershed health within, the Tule River Indian Tribe and the US Forest Service have signed an agreement with the Tule River Indian Tribe to conduct post-fire restoration on portions of the Redhill Giant Sequoia Grove on Sequoia National Forest. The Redhill Giant Sequoia Grove (RG) comprises approximately 700 acres of which 327 are schedule for treatment under the terms of the Scope of Work shown below. The selected contractor will work under the direct supervision of the Tule River Indian Tribe, Natural Resources Department with oversight and direction provided by qualified USFS personnel. The project seeks to significantly reduce the density of dead and dying fuels within treated areas, mitigate hazard trees that pose risks to forestry workers, the general public, and road access in the future, and ensure that natural forest regeneration is supported in the future.

Scope of Work

The scope of work described below will be applied to the in the project area, comprising a total of 327 acres, including mechanical treatment units (2, 3 & 6) on the attached map, hazard tree mitigation units (1, 8 & 9) and manual treatment units (4, 5 & 7).

Specific areas located within the treatment units will be flagged and designated as "No Entry Zones" prior to work commencing. Within these areas, the contractor shall apply the specified mitigation measures including avoidance, end-lining, consultation with Tribal forester, and other specified measures described in Section F.

A. Project wide Guidelines (Hand & Mechanical Units)

1. General guidelines

- Do not cut *live* giant sequoia greater than 12" DBH, *live* conifers 20" DBH or larger, or other live trees over 20" DBH such as willow, alder, or other riparian dependent species unless they meet the Pacific Southwest Region Hazard Tree Identification and Mitigation guidelines (March 2022) including the Sequoia National Forest Giant Sequoia Hazard Tree Mitigation Addendum (Feb. 2025).
- Do not cut dead sequoia trees >30 inches dbh unless specifically instructed by the Tribal Forester or USFS representative.
- Directionally fell trees and snags to create a patchy spatial arrangement of down logs greater than 12 inches.
- Haul route exit will be from USFS RD 21S94 (Crawford Road to M-107 to M-50).
- Modifications to skidding, decking and slash treatment will be made only with Tribal Forester AND Forest Service approval.
- Contractor shall treat stumps of all live and recently dead (trees retaining red needles) conifer trees equal to or greater than 3 inches stump diameter, (measured inside bark) unless otherwise agreed to in writing. Trees with red colored needles still attached will be considered recently dead. Treatment shall be with a borate compound registered by EPA in the State of California for prevention of *H. annosus/occidentalis* root disease. A colorant shall be applied. A Pesticide Use Proposal (FS- 2100-02) will be submitted for Forest Service approval prior to contract operations. The pesticide use application daily

logs will be submitted to the Forest Service Representative at the end of each week, as applicable.

2. *Within 25 feet of live, large giant sequoias (36" DBH and larger) and pines (>30" DBH), apply the following treatments:*
 - Scrape litter and duff at least 5 feet away from cat faces (burn scars) to mineral soil. Where litter and duff is deeper than 1.5 feet, reduce litter/duff depth to 1 foot within a three-foot perimeter of the bole of the tree to protect fine roots. Scatter litter/duff. Avoid scraping or burying young giant sequoia regeneration within 5 feet of the bole of any giant sequoia.
 - Remove down heavy fuels (defined as down branches 3 inches and greater), from within 25 feet from the tree base, except where this is not feasible due to topography or the presence of flagged resources (e.g., cultural sites, stream management zones). In areas where fuel removal is not feasible, remove all large woody debris from the inside and directly in front of catfaces.
 - Remove down heavy fuels (defined as down branches 3" and greater) surrounding any retained green tree that is encroaching on the canopy of giant sequoias and large pines. Scrape litter and duff within one foot of the bole of green trees and limb to 6-7 feet in height.
 - Fell dead trees directionally away from and perpendicular to the watercourse for any **dead** trees (except for dead giant sequoia) and **live** cedars, pines, and firs less than 20" DBH that are touching or encroaching on the crowns of giant sequoias and large pines. Fell away from the large sequoia or pine to avoid accumulating heavy fuels near the marked trees. Scrape to bare mineral soil one foot around the bole of retained snags that are within the drip line of giant sequoias and large pines.
 - Unless otherwise agreed upon by the Tribal Forester or Forest Service Representative the piling specifications described in section E of this document will be utilized.

B. Mechanical Treatment Guidelines (Units 2, 3, and 6 Total 121 acres)

1. *Heavy Equipment Exclusion Zones*

- Slopes greater than 35%.
- More than 1,000 feet away from a designated road
- Areas within the root zone (approx. 25 ft from bole) of live monarch giant sequoias (> 36-inch DBH)
- Areas with extensive natural regeneration of giant sequoia (>200 seedlings per acre)
- Areas with identified cultural and historic sites.
- Flagged stream management zones (SMZ's)
- Other areas with sensitive resources identified by the Tule River Indian Tribal Forester or designated representative.
- Rare plants, special habitats, PACs (protected activity centers), and specified invasive plants species mitigation areas.
- No Removal of Giant Sequoia; contractor will pile or deck all Giant Sequoia.

2. *Designation by Prescription*

Within mechanical treatment units (outside of No Equipment Entry Zones), harvest merchantable and sub-merchantable trees according to the guidelines described below. Wherever feasible, harvested trees will be whole tree yarded to designated landings for delivery to designated locations. Logs and material that are too small to be loaded on a log truck or short logger load will be required to be piled, chipped, or masticated and distributed on site while not exceeding 4" chip depth average.

Merchantable logs should be delivered by the contractor to an approved sawmill facility. Deliver cull/biomass logs to the designated yard(s) or other points as designated by the Tribal Forester or USFS Representative.

Species Group	Product	Estimated Quantity	Unit of Measure	Minimum Specifications			
				Merchantable Tree		Piece Required to be Removed	
				Diameter Breast High (DBH) (inches)	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % Gross Scale 1/
Combined Softwood	Sawtimber	245	TONS	14	10	12	50%
Combined Softwood	Cull Logs	1872	TONS	10	10	8	

- Harvest standing dead trees (i.e. snags), retaining all standing dead giant sequoia (>12”) and prioritizing retention of large snags (>35” DBH) for an average target of 4-5 snags retained per acre. Preference is to retain snags in a patchy or clumped pattern, retaining snags with significant wildlife value and a higher likelihood of persistence (i.e. large size, stability, and complex structure). Retained snags cannot be hazardous to the road or to large (>36” DBH) Sequoia trees. Some wildlife snags may be flagged for retention prior to the start of operations. Within 200 feet of road apply any additional guidelines specified for hazard tree mitigation units.
- Harvest live trees up to 20” DBH to reduce the density of smaller shade-tolerant white fir, red fir and incense cedar, while maintaining a minimum, average canopy cover of 40% where feasible. The Tribal Forester and USFS representatives will provide guidance at the project’s onset regarding compliance with this requirement. Species preference for retention from high to low priority are 1. sugar pine, 2. Jeffrey pine, 3. ponderosa pine, 4. red fir, 5. white fir, and 6. incense cedar. Retain green trees in a patchy or clumped pattern (i.e. variable density) to promote non-uniform spacing.
- Harvest dying trees less than 20” DBH which have symptoms of insect, disease, or abiotic damage that will directly result in mortality of tree within a one-year period of operations. Visible indicators such as *Ambrosia* beetle infestation present at scorched cambium layer, *Scolytus*, excessive *Dendroctonus* infestation, *Ips*, and any other combination of insects or pathogens that are contributing to direct mortality as recently observed from infestations occurring from 2022 to the present within the treatment units.
- Within high-severity areas, at least 80% of treated material (including slash) must be removed in sawlog or biomass log form. Retain 2-5 downed logs per acre that are greater than 20 inches average diameter and > 6 ft. long, and 1 habitat pile per acre to promote habitat rehabilitation for fauna dependent on understory cover, movement corridors, and resting structures. Any remaining cut material must be masticated, chipped, or piled if necessary (see piling guidelines below).
- Avoid any damage to residual green trees and avoid skin ups. Any potential bump or rub trees must be approved by the Tribal Forester or a designated representative. Payment may be withheld for any acre where residual damage is deemed excessive by Tribal forester or designee, or Forest Service representatives.

C. Hazard Tree Mitigation Guidelines (Units 1, 8 & 9 Total 112 acres, units)

- Within the hazard tree removal unit project area on all roads Slate (Forest Road 21S90), each side of haul route on Crawford (FR21S94), to the intersection of Peyrone Road (FR 21S80), for 200 feet on each side of the road, remove all hazard trees (defined as any dead tree 1.5 times the tree height from the edge of the road) Do not cut dead giant sequoias >30 inches dbh unless approved by a designated US Forest Service giant sequoia specialist. Slash material generated from hazard trees shall be piled, masticated, or chipped and distributed on site not to exceed 4" chip depth. Where chipping or removal is not feasible, areas can be lop and scattered up to 18” in depth and by agreement with the Tribal Forester or FS Representative. Masticate or chip all brush and dead fuel to the top of the cut bank to the lowest portion of the fill slope treating the entire road prism for this specified unit. End lining of trees up to 100 feet distance will be required to remove 80% of the live/dead fuel on slopes >35%.
- Haul route exit will be from USFS RD 21S94 (Crawford Road to M-107 to M-50).
- Hazard tree mitigation guidelines will be applied in all treatment units within 200 feet of a road in addition to any other specifications.

1. *Designation by Damage Class*

Within cutting units 2,3, and 6 shown on Contract Area Map, trees and other products that meet Utilization Standards and the following criteria are designated for cutting and removal:

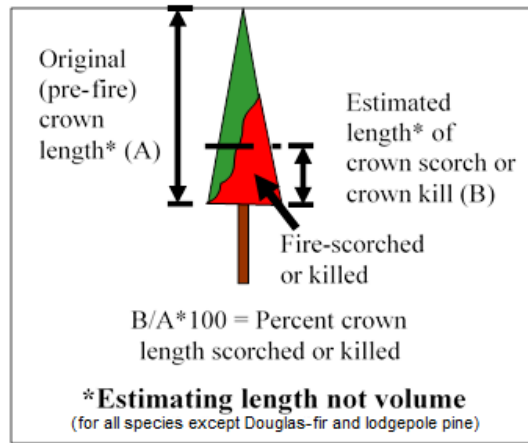
- (a) Adhere to all applicable marking guidelines: Pacific Southwest Region Hazard Tree Identification and Mitigation guidelines (March 2022), 2011 Fire Marking Guidelines (May 2011), and the Sequoia National Forest Giant Sequoia Hazard Tree Mitigation Addendum (Feb. 2025).
- (b) Conifer trees meeting minimum mixed product specifications within 1 1/2 tree lengths on the uphill side of the shoulder of the road, and within 1 tree length on the downhill side shoulder of the road (defined as the head of a fill slope and the toe of a cut slope) with Probability of Mortality (Pm) of 0.7 or higher (see page below).
- (c) Hardwood trees meeting minimum product utilization specifications within striking distance of the shoulder of the road (defined as the head of a fill slope and the toe of a cut slope) that are 100% dead.

Additional trees to be cut, if any, will be marked with **blue** color paint.

For All Prescriptions in Redhill Grove: Select for removal any tree that meets the following criteria:

Table A: Post-bud break cutting guidelines: Specific criteria for fire-injured trees at the Probability of mortality (Pm) 0.7 level.

Species	0.7 pm
Yellow Pine	
DBH	Minimum % Crown Length Killed
10.0" to 29.9"	60
30.0" to 39.9"	40
40.0" and greater	25
Sugar Pine	
DBH	Minimum % Crown Length Killed
Greater than or equal to 10.0"	60
White & Red Fir	
DBH	Minimum % Crown Length Killed
10.0" to 34.9"	80
35.0" and greater	70
Incense Cedar	
DBH	Minimum % Crown Length Killed
Greater than or equal to 10.0"	90



D. Manual Treatment Guidelines (units 4, 5 and 7)

1. *With in 25 feet of live, large Giant Sequoia (>36" DBH) and Sugar Pines (>30") apply all specifications outlined in Section A.2*
2. *Areas further than 25 feet of live, large giant sequoias (>36" DBH) and pines (>30" DBH)*
 - Fell standing live and dead trees (i.e. snags) as specified in section A of this document.
 - Prioritize removing live trees less than 20" DBH which have symptoms of insect, disease, or abiotic damage that will directly result in mortality of the tree within a one-year period of operations and are encroaching on larger live healthy trees. Visible indicators such as *Ambrosia* beetle infestation present at scorched cambium layer, *Scolytus*, excessive *Dendroctonus* infestation, *Ipps*, and any other combination of insects or pathogens that are contributing to direct mortality as recently observed from infestations occurring from 2022 to the present within the treatment units.
 - Dead trees and shrubs that form a contiguous 'ladder' into live tree crowns, or contiguous surface fuels over 15 inches in depth over large areas (1/4 acre or larger) should be cut and piled.
 - Avoid cutting within stream management zones except where necessary to protect large sequoia or pine, reduce significant dead fuel loading, or to release giant sequoia regeneration or when directed by Tribal Forester, designee, or United States Forest Service (USFS). Do not pile within stream management zones without specific authorization.
 - Unless otherwise agreed upon by the Tribal Forester or Forest Service Representative the piling specifications described in section E of this document will be utilized.

E. Piling & Slash Guidelines - All Treatment Units

Unless otherwise agreed upon by the Tribal Forester or Forest Service Representative the following piling specifications should be utilized. Pile approximately 80% of fuel less than 12" diameter for burning.

1. *Piling in Landings:*

- Mechanical piles may be created in a landing while placing slash in middle of landing with prior approval from the Tribal Forester, their designee or USFS. Do not create landing piles within 25 feet of any green trees. Any mechanical piles created will be limited to a shovel loader or an excavator and no dozer or any blade shall be used to create the pile. Landing piles must be agreed upon by Tribal Forester, designee, or United States Forest Service (USFS) and must be lined to bare mineral soil 4' wide for burning. Landing piles will fit the size of the agreed upon landing.

2. *Pile in unit:*

- Where slash must be left on the ground within treatment units, pile slash for burning. Within treatment units (i.e. excluding landings), piles should be at least 25 feet away from large sequoia or pine. Piles should be no larger than 6 x 6 x 6 feet. Piles should be placed open areas and not under the canopy of green trees unless otherwise agreed upon by Tribal Forester, designee, or United States Forest Service (USFS). Where necessary, cut brush 3 feet adjacent to pile edge and place cut brush into pile. Where necessary, cut brush to ensure piles are in contact with the ground. Cover piles with paper to retain dry areas for winter burning.

- Piles should be placed to avoid areas with significant seedling regeneration
- Contractors may build feeder piles, with prior approval, in areas where there is too much vegetation to restrict to a 6x6 foot pile. Feeder piles should be neatly stacked in wind rows with the butt end of limbs piled on one side.
- Do not place piles in blue/red flagged areas unless specifically authorized by the Tribal Forester, designee, or United States Forest Service (USFS). Avoid placing piles on giant sequoia regeneration or on any riparian vegetation unless specifically authorized. Do not place piles in streambank channel or within 25 feet of active water channel without specific authorization.

F. Resource Protection Measures

1. *Felling Guidelines Across All Treatment Units*

- Directionally fell trees to prevent excessive damage to healthy or residual trees. Trees severely damaged by felling (e.g. broken tops, heavy scarring) shall be harvested (with the exception of giant sequoias).
- Stumps shall be cut no higher than 12” above ground level on the uphill side of the stump. Stumps within 50 feet of roads, trails or campgrounds shall be cut no higher than 6” above ground level on the uphill side of the stump
- Avoid falling trees into archaeological/historic sites, riparian areas or into large giant sequoias or pines. Do not fall trees into annual or perennial streams without specific authorization.

2. *Stump Treatment Guidelines Across All Treatment Units*

- Contractor shall treat stumps of all live and recently dead (has red needles) conifer trees equal to or greater than 3 inches stump diameter, (measured inside bark) unless otherwise agreed to in writing.
- Treatment shall be with a borate compound registered by EPA in the State of California for prevention of H. annosus/occidentalis root disease. A colorant shall be applied. A Pesticide Use Proposal (FS- 2100-02) will be submitted for Forest Service approval prior to contract operations. The pesticide use application daily logs will be submitted to the Forest Service representative at the end of each week, as applicable.

3. *Skidding Guidelines Across All Mechanical and Hazard Tree Removal Treatment Units*

- Skid trails will be laid out and mutually agreed upon by the contractor, Tribal Forester, and USFS. Do not skid within 25 feet of living giant sequoia trees, against residual green trees, in areas of giant sequoia regeneration, and sensitive botanical species. Tractors shall be equipped with a winch and at least 100 feet of cable to facilitate skidding. Logs should be skidded with the leading end suspended off the ground wherever conditions permit. The use of excavators, cranes, or other high lead systems will be permitted under the agreement between the parties. The use of skidding tractors equipped with pull type arches or dozer blades wider than tractor width or C frame width, whichever is greater, shall not be used in residual timber authorized clearings, except on constructed roads or landings, unless there is a written agreement that residual timber will not be damaged materially by such use.
- Skidding distances should be limited to the minimum length necessary to safely reach the road or access point to load onto trucks. Skid trails will be agreed upon in writing where safety concerns or operational constraints merit distances more than 1,000 feet prior to skidding. Locations for all landings and tractor roads shall be agreed upon prior to their construction. Approved landings will generally consist of pre-existing landings and be designated by The Tribal Forester and Forest Service personnel.
- All archaeological or historic sites must be protected from damage during skidding and where they may be affected by landing operations. Skidding shall not occur within flagged archaeological or historic site boundaries. Landing operations shall be established in areas to avoid impacts to flagged archaeological or historic sites.
- Skidding shall not cross meadows, seeps, springs, sensitive plant populations, or down the length of perennial or intermittent streams. Locations of stream crossings, if necessary, shall be subject to agreement. All heavy equipment should be low ground pressure, ideal ground pressure is less than 8.9 PSI. Equipment over 8.9 will be approved by written agreement.
- Skidding shall be done cautiously and strategically to avoid damage to residual green trees. Excessive “skin ups” of residual green trees may result in no payment for the acre where excessive damage occurs and is at the sole discretion of the Forester and/or Forest Service personnel. Skidding may be limited in areas to pre-

flagged skid trails to reduce disturbance to both noxious weeds and sensitive plant populations.

- Soil disturbance should be minimal. Any excessive soil disturbance created by dozer tracks, feller buncher, or shovel loader where “divots” or “berms” are created and more than 4”, operator will utilize blade or log to sweep the berms away to generate a smooth soil surface.
- Erosion control work shall be completed prior to the start of the Extended Wet Weather Period (October 15). Water bars on inactive skid trails will be installed prior to October 15 of the operating year or 24 hours prior to any storm forecasted with 20% chance of precipitation. Water bars shall be constructed to intercept the entire width of skid trail. Water bars on slopes with moderate projected flow rates should be angled at 30 degrees while water bars with significant likely flow rates should be angled at 45 degrees or greater. All water bars should allow for clear “lead out” to accommodate drainage. The water bar height shall be at least 8” high and 8” cut into the soil surface. Water bar spacing shall be placed by agreement between the Tribal Forester and USFS, standard contract spacing is every 50 feet on all skid trails with gradients 15% and greater and every 75’ on all skid trails less than 15% gradient unless otherwise directed Tribal Forester or USFS personnel.

4. *Botanical protection measures:*

- The Redhill Giant Sequoia Grove has no known sensitive, or rare, herbaceous plant populations. Known isolated occurrences of rare sensitive plants will be flagged with a 25’ buffer for avoidance from mechanical and ground disturbing activities. As an additional precaution, project personnel performing ground disturbing activities will be issued laminated cards with photos of sensitive plants that are known or are likely to occur in the project area to assist them with identifying and avoiding any new botanical sites.
- Hand felling, piling, end lining of trees, and placement of chips/masticated material may occur within sensitive plant buffers or occurrences when approved.
- Areas of special habitats will be flagged for avoidance from mechanical and ground disturbing activities.
- If any new locations of threatened, endangered, or sensitive plants are identified during project activities, a Forest Service botanist will be notified to provide an appropriate response.
- Areas with extensive occurrences of rare plants will have mitigation measures to limit disturbance, with a goal that no more than 10% of the area is to receive disturbance from mechanized equipment. In these areas, equipment disturbance allowances will be identified and flagged.
- Piles shall be placed outside of flagged areas or not on sensitive species. Where pile placement choices are limited, a Forest Service botanist/Contract administrator will be consulted prior to placement to determine the best location possible.
- In mechanical treatment units, all skid trails, temporary roads, and landings will be flagged in advance to avoid unnecessary impacts to botanical resources.
- Water drafting sites must be reviewed by the Tribal hydrologist before use to develop measures to avoid damage to plants (e.g., botanical survey, flag and avoid, etc.).
- Mechanical operations may be buffered by 25’ in some areas where specific noxious weeds exist to avoid mechanical disturbance. All equipment and vehicles used for project implementation must be free of soil (as much as possible) and invasive plant material before moving into the project area and/or leaving known infested areas. Equipment would be considered clean when visual inspection does not reveal soil, seeds, plant material or other such debris. Cleaning shall occur at a vehicle washing station or cleaning facility before the equipment and vehicles enter the project area.

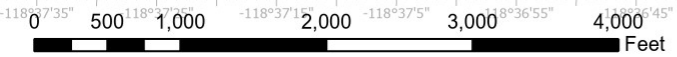
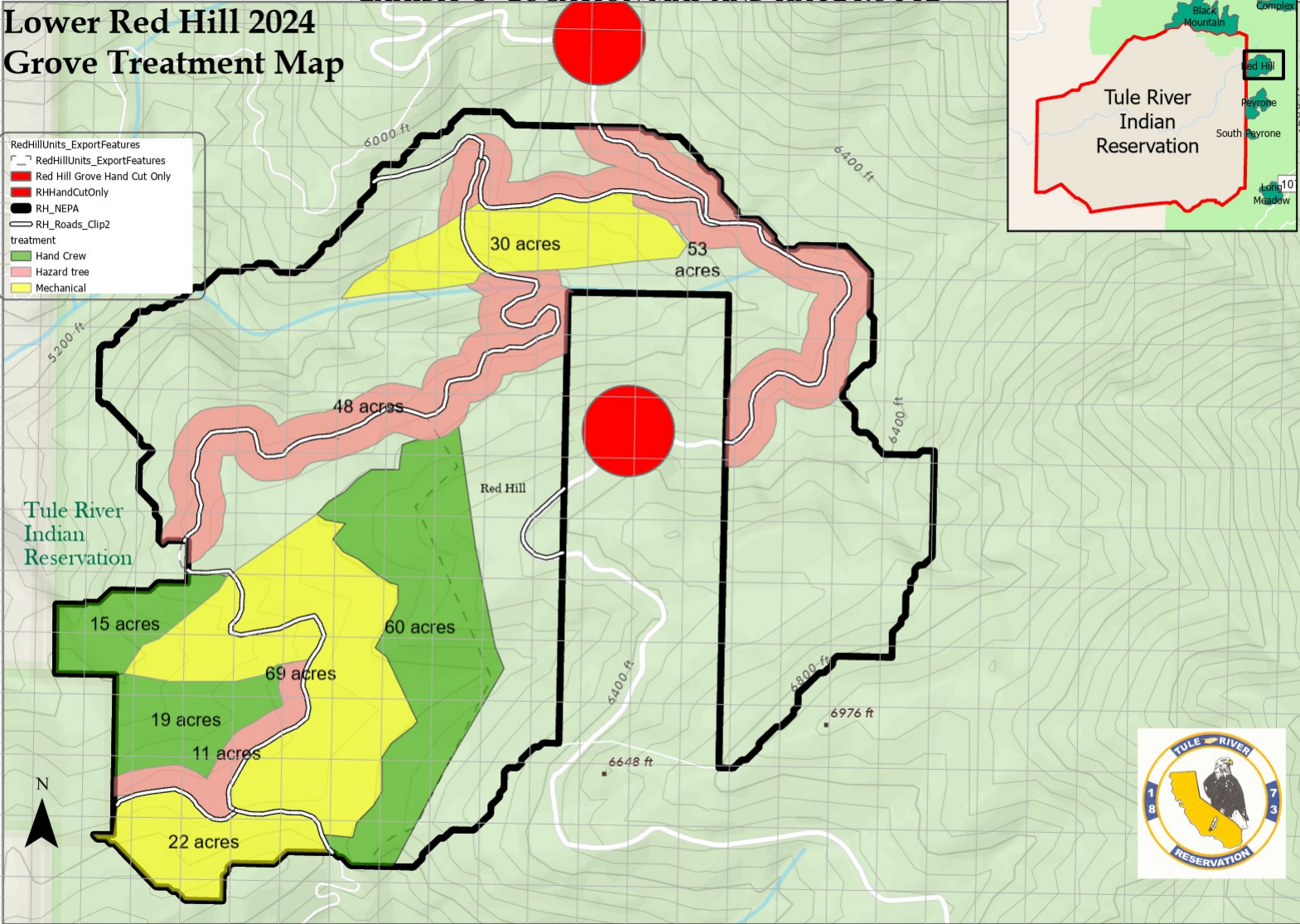
G. Road Guidelines Across All Mechanical and Hazard Tree Removal Treatment Units

- Use only designated roads for timber hauling. Roads shall be sufficiently watered continuously to eliminate dust and powder from forming on roadbeds. Road surface shall be kept compact during all operations.
- Prior to beginning operations, reoccupy roads and landings needed for operations by removing vegetation within the road prism (includes entire cut-and-fill slope) and conducting maintenance to ensure adequate drainage. Maintenance of these roads and landings during the contract term will be the contractor's responsibility.
- Prior to completion of the project, all temporarily reoccupied roads and landings will be closed. This will involve blocking entrances, installing proper drainage structures, and scattering residual material. All temporary culverts must be removed. This will not apply for roads that are intended to be used as administrative/public roadways or as fuel breaks.
- Post haul road maintenance shall be completed prior to the start of the Extended Wet Weather Period

(October 15). Roads shall adhere to all requirements outlined in Appendix C (Road Maintenance) all culverts, and drainage structures will be inspected and opened as necessary prior to the Extended Wet Weather Period.

Lower Red Hill 2024 Grove Treatment Map

- RedHillUnits_ExportFeatures
- Red Hill Grove Hand Cut Only
 - RHHandCutOnly
 - RH_NEPA
 - RH_Roads_Clip2
 - Hand Crew
 - Hazard tree
 - Mechanical



Scale: 1:12,000

Spatial Reference
 NAD 1927 UTM Zone 11N
 PCS: NAD 1927 UTM Zone 11N
 GCS: GCS North American 1927
 Datum: North American 1927

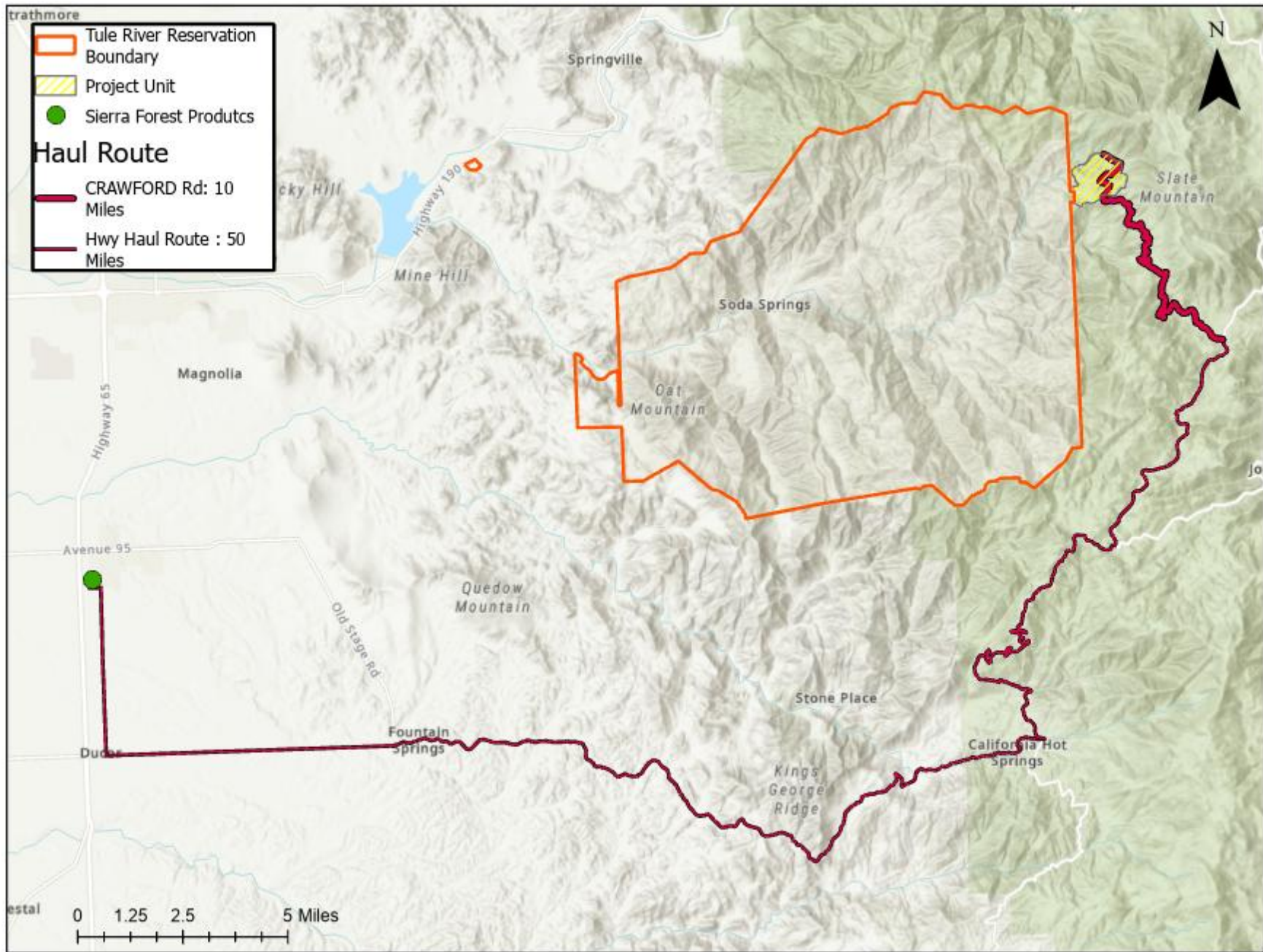


EXHIBIT D – BID SHEET

Official Name of Bidder (As appears on Bidder's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Web page: _____

Type of Entity / Organizational Structure (check one):

Corporation

Joint Venture

Limited Liability Partnership

Partnership

Limited Liability Corporation

Non-Profit

Other: _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1:

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____, 2025

Bid

Item	Description	Units	Unit of Measure	Total Unit Bid \$
Mechanical	Mandatory: Cut-Deck-Haul (Mechanical treatment, Hauling of all included product)	121	\$ /Acre	
Hand Crew	Mandatory: Hand Piling (Hand Thinning and Piling)	94	\$ /Acre	
Hazard Tree	Mandatory: Cut-Deck-Haul Roadside Hazards Only (Mechanical non-commercial harvest)	112	\$ /Acre	
			Total	\$

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____, 2025.



TULE RIVER TRIBAL COUNCIL

TULE RIVER INDIAN RESERVATION

TULE RIVER TRIBAL COUNCIL CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name of Firm Submitting Bid

Signature and Title of Authorized Official

Date

I am unable to certify to the above statements. Attached is my explanation.

Prime or Subcontractor's Name: _____

Telephone Number: _____

GZJ KDK<G

Submit to:

**Phone (559) 781-4271 Fax (559) 781-4610
P.O. Box 589 Porterville, California 93258**