



Susanville Indian Rancheria
745 Joaquin Street, Susanville, California 96130
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SUSANVILLE INDIAN RANCHERIA
745 Joaquin Street
SUSANVILLE, CALIFORNIA 96130

REQUEST FOR PROPOSAL

**“SIR Upper Rancheria
Restoration Project 2026”**

SUBMISSION DEADLINE:
SEPTEMBER 11, 2026 @ 3:00 PM (PST)

Late submissions will not be considered.

SUBMIT TO:

SIR Administrative Office

Attn: Ms. Brandie Hernandez, Director, Natural Resources Department

Bhernandez@sir-nsn.gov



Susanville Indian Rancheria
745 Joaquin Street, Susanville, California 96301
Phone: (530)257.6264 • Fax: (530)257-7986

REQUEST FOR PROPOSAL(S)

**SOLICITATION DUE
DATE/TIME:**

September 11, 2026 at 3:00pm PST

SUBMITTAL LOCATION:

745 Joaquin Street, Susanville, CA 96130

DESCRIPTION:

**SIR Upper Rancheria
Restoration Project 2026**

PRE-OFFER CONFERENCE:

DATE: September 8, 2026

TIME: 10:00 PM (PST)

LOCATION: 745 Joaquin Street Susanville, CA 96130

Interested contractors are encouraged to register for the pre-bid meeting no later than 5:00 PM, September 4, 2026, by telephone at (530) 260-0934 or email bhernandez@sir-nsn.gov and timkeesey@tckecological.com.

In accordance with SUSANVILLE INDIAN RANCHERIA (SIR) procurement policies, competitive sealed proposals for the services specified will be received by the SIR at the address provided for in the RFP. Proposals received by the due date and time will be opened. The name of each Offeror will be publicly available. Proposals must be submitted to the SIR on or prior to the date and time indicated. Late proposals will not be considered. It is the responsibility of the supplier/offeror to offer the company email address and routinely check with the SIR Representative for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Ms. Brandie Hernandez
SIR – Natural Resources Director
Telephone: (530)-257-6264
Email: Bhernandez@sir-nsn.gov

Tim Keesey
TCK Ecological Consulting
Telephone: (530)260-0934
Email: timkeesey@tckecological.com

TABLE OF CONTENTS

Introduction	5
Background	5
1. SECTION ONE – GENERAL INFORMATION	6
1.1. Purpose for Request for Proposal	
1.2. Project Location	
1.3. Project Guidelines	
1.4. Pre-offer Conference	
1.5. Project Specifications	
2. SECTION TWO – REQUIREMENTS.....	7
2.1. Project	
2.2. Project Delivery and Stipulations	
2.3. Solicitation Inquires	
2.4. Project Timeline	
2.5. Budget	
2.6. Pricing and Taxes	
3. SECTION THREE – INSTRUCTION TO BIDDERS	13
3.1. Proposal Content	
3.2. Organization of Proposal	
3.3. Submission of Offer	
3.4. Proposal Opening	
3.5. Withdrawal of Invitation	
4. SECTION FOUR – EVALUATION	17
4.1. Evaluation Criteria	
4.2. Award	
4.3. Invoicing	
5. SECTION FIVE - MINIMUM CONTRACTING STANDARDS	21
5.1. Insurance Requirements	
5.2. Notice of Cancellation	
5.3. Verification of Coverage	
5.4. Subcontractors	
5.5. Approval and Modifications	
5.6. Indemnification Clause	
5.7. Conflict of Interest	
5.8. Confidentiality	
5.9. Governing Law and Jurisdiction	
5.10. Sovereign Immunity	

5.11.	Contractor’s Responsibility	
5.12.	Authorization of Services	
5.13.	Important Contract Provisions	
6.	SECTION SIX – PROTEST	25
7.	CERTIFICATION	26
8.	EXHIBIT A – MAP	27
9.	ATTACHMENT “A” PROJECT SPECIFICATIONS.....	28
10.	ATTACHMENT “B” BUDGET FORM	30
11.	ATTACHMENT “C” DEBARMENT DISCLOSURE.....	31
12.	ATTACHMENT “D” REFERENCES	32
13.	ATTACHMENT “E” NRCS CSP 314.....	33
14.	ATTACHMENT “F” NRCS CODE 384.....	42

SUSANVILLE INDIAN RANCHERIA NARRATIVE

1. INTRODUCTION

The Susanville Indian Rancheria (“Rancheria” or “Tribe”) is the only federally recognized Tribe in Lassen County, and its membership consists of Native Americans who can establish tribal affiliation from the Paiute, Pit River, Maidu and Washoe people from Lassen County. The Tribe elected to charter under authority of the Indian Reorganization Act (IRA) of 1934 and thus the initial Rancheria Constitution and Bylaws were approved by the Secretary of Interior on March 3, 1969. The Susanville Indian Rancheria currently has a membership of 1,506 which includes 1050 adults and 456 minors.

The anthropological tribes associated with the Tribe are: Northeastern Maidu, Northern Paiute, Pit River, and Washoe. The Federal Government, however, through the Department of Interior recognizes political entities and not the anthropological entities. On August 15, 1923, the Bureau of Indian Affairs purchased a 30-acre parcel from Ms. Fannie H. Taylor under the Landless and Homeless Act for the California Indians living in and around the Susanville area. Once the land was purchased, the Rancheria land was considered to have “federal status as a tribe.” The individual Indians from the various named tribes thus became one political, governmental entity with the chartering and approval of its constitution and bylaws by the Secretary of the Interior in 1969.

2. BACKGROUND

Since the establishment of the Rancheria as a federally recognized tribe in 1969 through the Indian Reorganization Act (IRA) the tribe believes that preserving the high quality of the environment on its lands can be successfully balanced with the need for economic projects, housing development and other land uses. Currently the Susanville Indian Rancheria encompasses 1,340.74 acres in six locations throughout Lassen and Plumas Counties in Northeastern California. Four of these locations representing 1,100.74 acres are held in Trust status and two of these locations, representing 240.00 acres, are held in fee title by the Rancheria.

The SIR government has a Council-Manager form of government. The governing body of the Susanville Indian Rancheria is the General Council, which is composed of all the enrolled Tribal members who are at least eighteen years old. The General Council has delegated the Tribal Business Council to oversee the Executive Branch of the government which is comprised of eight divisions. The Tribal Business Council is comprised of the Chairman and six (6) Council members. The Tribal Business Council members are elected at large every three (3) years with staggered terms. The Council is the legislative body of the Tribal government with the Chairman as the presiding officer. The Tribal Administrator is appointed by the Council and administers the daily operations of the Tribal government through appointed department heads.

1. SECTION ONE - GENERAL INFORMATION

1.1. PURPOSE FOR REQUEST FOR PROPOSAL (RFP)

The Susanville Indian Rancheria (SIR) is seeking proposals from qualified contractors interested in performing juniper removal and brush management tasks to the specifications provided in Exhibit B. The SIR Upper Rancheria Restoration project is designed to improve the health and resiliency of sagebrush steppe habitat, improving wildlife habitat for mule deer and other native range species.

Treatment Methods: There is one different treatment method involved with this project (See Exhibit A):

- **Brush Management/Woody Residue Treatment:** Approximately +/- 143 acres (gross area) have been identified for removal of western juniper, which involves removal of all junipers that do not show "Old Growth" characteristics. Cut junipers will be bucked up into firewood size pieces. Remaining slash will be either piled (subject to landowner approval), or lopped and scattered.

Detailed project specifications are included in Exhibit B.

1.2. PROJECT LOCATION/ACCESS

Project work is to be completed on lands held in Trust by the Susanville Indian Rancheria. The project is located north of the community of Susanville, in Township 30 North, Range 12 East, portions of Section 21 Mount Diablo Base and Meridian (MDBM) in Lassen County, California. Access is available from Springridge Road off of Hwy 139. The project area is reached turning north onto Hwy 139/Ash St. from Main St. in Susanville, CA. Take Hwy 139/Ash Street for ~2 miles, and turn left on Springridge Road. Travel for ~.25 miles and there will be a metal gate with "SIR" on it. Travel for ~.50 miles up a private seasonal road to the project area.

1.3. PROPOSAL GUIDELINES

This request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted **until 3:00 PM, September 11, 2026 (PST)**. Any proposals received after this date and time will not be considered. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If an organization submits a proposal, outsources, or contracts any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in the proposals must be all-inclusive to include all outsourced or contracted work. Any proposals which call for outsourcing or contract work must include a name and description of the organizations being contracted and the type of work to be performed.

All costs must be itemized to include an explanation of all fees and costs.

1.4. PRE-OFFER CONFERENCE

- 1.4.1. **A mandatory Pre-proposal meeting will be held at the SIR Tribal Office Conference Room located at 745 Joaquin Street, Susanville, CA on the 8th, day, of September 2026 at 10:00 AM (PST)** local time. A guided site visit tour to the proposed grounds

will be held immediately following the meeting. **Telecommunication will NOT be provided for this mandatory on-site meeting.**

- 1.4.2. The purpose of the Pre-proposal meeting is to clarify the contents of this solicitation and the procurement process to prevent any misunderstanding of the project, and to respond to any immediate questions that Contractor may have about this RFP. A list of people in attendance at the pre-Proposal meeting will be recorded.
- 1.4.3. Any doubt as to the requirements of this Proposal (RFP) or any apparent omission or discrepancy should be presented to the Tribe at this conference.
- 1.4.4. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 1.4.5. Persons with Disabilities: Persons with a disability may request a reasonable accommodation by contacting the Procurement office. Requests should be made as early as possible to allow sufficient time to arrange accommodation.
- 1.4.6. NO oral communication from or with the Owner Contact, Tribal employee individuals or Tribal official concerning the Project during the Procurement process is allowed, except during the Pre-Conference meeting and Question inquiry phase. A violation of this may result in disqualification of the proposer.

1.5. **PROJECT SPECIFICATIONS**

In accordance with the terms and conditions, the **Contractor** shall perform the work of this Project for the Susanville Indian Rancheria as described on Attachment "A" Project Specifications.

The A&E Team is responsible for providing all design and engineering services required for the project inclusive of, but not limited to, the following: architectural, electrical, structural, mechanical, plumbing, and any other required specialty.

2. SECTION TWO – REQUIREMENTS

2.1. Project

- 2.1.1. The selected contactor will commence service upon completion of the required SIR signed Contract and submission of all required documents. Unless the Landowner grants an extension, the contract shall terminate no later than December 31, 2026.
- 2.1.2. The selected contractor shall re-execute any work that fails to conform to the requirements of SIR. Such re-execution of work shall be the sole responsibility of the Contractor (including all associated cost).
- 2.1.3. SIR reserves the right to request all responsible and responsive Offerors to provide a demonstration, presentation and overview of the Offerors proposal which will be scheduled after the Request for Proposal close date.
 - 2.1.3.1. Demonstrations/Presentations will be conducted at the SIR Administration Conference Room.

- 2.1.3.2. SIR will arrange the format, date, time, and place for the presentation and notify each Offeror.
- 2.1.3.3. Demonstration/Presentation shall be provided at no expense to SIR.
- 2.1.3.4. Demonstration/Presentation will be limited to the time stated in the SIR invitation.
- 2.1.4. All proposals received in response to this solicitation shall become the property of the Tribe.
- 2.1.5. The Tribe is solely responsible for determining the extent to which any results may be released relative to this solicitation.
- 2.1.6. The selected contractor shall provide the required necessary licenses and certification for its profession and for its subcontractors.

2.2. Project Delivery and Stipulations

The price and contract will be procured using the SIR Federal Procurement Competitive Sealed Bidding Process as described in SIR Procurement Policy procedures as it has been determined to be the most appropriate method of contracting for the subject project.

2.3. Solicitation Inquiries

2.3.1. Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries) and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing after the due date and time.

2.3.2. Solicitation Contact Person

Any inquiry related to a Solicitation, including any request for or inquiries regarding standards referenced in the Solicitation shall be directed solely to Brandie Hernandez, Natural Resource Director.

2.3.3. Submission of Inquiries

- 2.3.3.1. All inquiries related to the Solicitation are required to be submitted to the Tribal Administrative office and/or emailed to timkeesey@tckecological.com and Bhernandez@sir-nsn.gov.
- 2.3.3.2. All responses to inquiries will be answered by email.
- 2.3.3.3. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.
- 2.3.3.4. Offerors are prohibited from contacting any SIR department/employee other than the concerning the procurement while the solicitation and evaluation

are in process.

2.3.4. Timeliness

- 2.3.4.1. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least twenty-four (24) hours before the Offer due date and time for review and determination.
- 2.3.4.2. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.3.5. Solicitation Amendments/Addendums

- 2.3.5.1. All Solicitation Amendments shall only be modified by a Solicitation Amendment and issued by mail or email.
- 2.3.5.2. The assigned Project Managers, Ms. Brandie Hernandez and Tim Keesey, will respond to any questions and requests for clarification that were posed in writing or at the pre-proposal meeting or site visit.
- 2.3.5.3. Clarification, modifications, or amendments may be made to this request at any time prior to the Proposal Deadline at the Tribe's discretion. The response shall be in the form of a written addendum issued to all interested bidders.
- 2.3.5.4. All bidders shall acknowledge receipt of any addenda by email to timkeesey@tckecological.com and Bhernandez@sir-nsn.gov.
- 2.3.5.5. The Project Managers shall make all reasonable attempts to ensure that all interested bidders receive any written addenda to this request.
- 2.3.5.6. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.

2.3.6. Offer Amendment or Withdrawal

- 2.3.6.1. Proposals may only be withdrawn by written notice prior to the date and time set for the opening of Proposals.
- 2.3.6.2. An offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable SIR Procurement Policy.

2.3.7. Sub-contractors

- 2.3.7.1. The Offeror shall identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide such as and not limited to, Mechanical, Plumbing, Electrical, Concrete, Masonry, Structural, Construction and Asphalt Contractors.
- 2.3.7.2. The successful Bidder is responsible for all payments and liabilities of all subcontractors.
- 2.3.7.3. The Tribe reserves the right to approve or reject, in writing, any proposed

subcontractor.

- 2.3.7.4. If the Tribe rejects any proposed subcontractor in writing, the successful Bidder shall be responsible for assuming the proposed subcontractor's responsibilities.
- 2.3.7.5. The successful Bidder may propose another subcontractor if that action does not jeopardize the effectiveness or efficiency of the contract.
- 2.3.7.6. Nothing contained in the Request or in the contract shall create, or be construed as creating, any contractual relationship between subcontractor and the Tribe.

2.3.8. Environmental Protection

- 2.3.8.1. Standard Best Management Practices established in the CA Forest Practice Rules will govern project treatments where applicable. The contractor shall abide by all Tribal, federal, state, and local laws, rules, and regulations regarding the protection of the environment.
- 2.3.8.2. The Contractor shall report any violations to the Tribe.
- 2.3.8.3. A violation of applicable laws, rules or regulations may result in termination of contract.

2.3.9. Care of Tribe's Property

- 2.3.9.1. The Contractor shall be responsible for the proper care and custody of any Tribe-owned personal tangible property and real property furnished for the Contractor's use in connection with the performance of his/her work, and
- 2.3.9.2. The contractor shall reimburse the Tribe for such property's loss or damage caused by the Contractor, normal wear and tear excepted.

2.3.10. Confidential and Proprietary Information

- 2.3.10.1. If an Offeror believes that ANY portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information submitted is confidential and the release of such information could be detrimental to the Offeror, the Offeror shall separate such information and clearly label and designate the trade secret and other proprietary information, using the term "confidential."
- 2.3.10.2. The "Confidential" label documents will be held in confidence by SIR and reasonable care will be taken to ensure they are not released (unless required by law), without prior authorization of the Proposer.

2.3.11. Public Record

All offers submitted and opened are public records and must be retained by SIR for a period of three (3) years. Offers shall be open and available for public inspection through SIR's Public Works Office ten (10) days after the awarded contract, except for such Offers deemed to be confidential by the Tribe.

2.3.12. Non-collusion, Employment and Services

By signing the official contract form, the Offeror certifies that:

- 2.3.12.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 2.3.12.2. The Offeror does not discriminate against any employee or applicant or employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with an applicable federal state and local laws and executive orders regarding employment.

2.3.13. Contract is Excess of \$100,000.00

Contractor shall comply with 40 U.S.C. §§ 3702 and 3704 and the implementing Department of Labor regulations found at 29 C.F.R. Part 5.

2.3.14. Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

2.3.15. Disclosure

If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer (Attachment C). The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

2.4. **Project Timeline**

- 2.4.1. The SIR reserves the right to make changes or alterations to the schedule in the best interest of the Project.
- 2.4.2. The contractor will be notified sufficiently in advance of any changes or alterations in the schedule.
- 2.4.3. All proposal must be signed by an authorized officer or individual of the Proposer's company.

August 28, 2026	Public/Private Advertisement of RFP
September 4, 2026	Amendments to RFP
September 8, 2026 @ 10:00 AM (PST)	Mandatory Pre-Bid Conference
September 9, 2026 @ 3:30 PM (PST)	Deadline for submission of questions
September 10, 2026 @ 3:00 PM (PST)	Answers to submitted Questions – Final
September 11, 2026 @ 3:00 PM (PST)	Proposals Due
September 11, 2026 @ 3:30 PM (PST)	Opening of Proposal submitted
November 11 & 14, 2026	Evaluations of Proposals
September 16, 2026	Notice of Award

2.4.4. As part of their responses, Proposers shall indicate a single point of contact for any subsequent communications.

2.4.5. Unless otherwise notified in writing, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified as non-responsive.

2.5. Budget

All proposals must include proposed costs to complete the tasks described in the project scope. Preferred bid delivery is by email (.pdf file) or hand delivery. Please confirm that your bid has been received either prior to or after transmission by phone at (530) 260-0934.

2.5.1. Provide a guaranteed bid for all services listed in the Scope of Work (attachment “A”). The work is funded through a grant, thus Bid should not exceed \$170,000.00 total cost.

2.5.2. Fee/Cost Proposal:

2.5.2.1. All Proposers are required to use the Budget Proposal form (Attachments “B”) to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of **180 days** following submission.

2.5.2.2. Cost proposal shall be submitted with detailed description of ALL fees assessed, including but not limited to the following: Contract fees, deductible amounts, charges for the conversion and implementation of the project, if any, and a thorough explanation of how administrative charges are to be imposed.

2.5.2.3. Proposers shall provide itemized average pricing based on resource types requested within the proposal. All rates should be outlined inclusive of travel expenses when a resource is required from out of state.

2.5.3. Cost of Offer Preparation:

2.5.3.1. The cost of preparing, developing, and submitting the proposal is entirely the responsibility of the Offeror.

2.5.3.2. SIR will not reimburse any Offeror the cost of responding to the Solicitation.

- 2.5.4. The SIR reserves the right to negotiate the fees proposed by the offeror.
- 2.5.5. This contract **DOES** require the contractor to satisfy the requirement of the Davis Bacon Act of 1931, a federal law that establishes the requirement for paying the local prevailing wages with respect to the employees working in connection with the contracted.

2.6. Pricing and Taxes

- 2.6.1. Contractor's best pricing, for the term of this Contract, the prices and discounts will be equal to or better than the lowest price and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.
- 2.6.2. All prices and rates to the extent they differ from those exhibited by the Contractor, shall be valid for the entire term of the Contract, and shall not be subject to revision for inflation, or any changes to wages, taxes or other costs that Contractor may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price of rate.
- 2.6.3. The Tribe is exempt from paying California State sale and use Taxes and Federal Excise Tax for direct purchases, these taxes shall not be included in the Bidder's price quotation.

3. SECTION THREE - INSTRUCTIONS TO BIDDERS

3.1. Proposal Content

- 3.1.1. Proposal must be organized according to the mandatory sections listed below. Proposals that do not address all the mandatory sections listed below may be considered non-responsive and may not be evaluated. The proposal should be of sufficient length and detail to demonstrate the offeror has a thorough understanding of the skills necessary to deliver the services requested.
- 3.1.2. Offerors responding to this Solicitation must **submit five (3) hard-bond copies with no more than twenty-five (25) pages, typed using 12-point font single spaced, and a digital file using either a USB drive file or emailing an electronic copy to the Procurement Officer.**
- 3.1.3. **The Fee/Budget Proposal (Tab 6) shall be submitted separately in a sealed envelope.**
- 3.1.4. On each document, insert a footer that specifies: Name of Offeror, Name of the Attachment, the Solicitation number, and Page number. The Procurement Office will not respond to any inquiries received in any other manner.
- 3.1.5. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside the stated requirements or those that are received after the due date and time shall be rejected.
- 3.1.6. When submitting an Offer, only files that are Microsoft Word Documents, Excel Workbooks, PowerPoint presentations and/or Adobe Acrobat documents will be accepted. Any other format will need advance approval before submitting your files.

- 3.1.7. Each proposal shall include an attachment for each response section.
- 3.1.8. The material shall be in sequence and organized as outlined in section 3.4 (below) as related to the RFP.
- 3.1.9. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.
- 3.2. **The proposal shall be organized in the following manner:**
 - 3.2.1. **Tab 1- Executive Summary and Company Information**
 - 3.2.1.1. Provide a brief two-page summary which describes and highlights your firm's experience, qualifications, team, and particular expertise for this Project, including principal areas of expertise and experience providing services to Tribal communities, include an organizational chart depicting the management of the firm's organization and its relationship to any other business entity. Please include the following:
 - 3.2.1.1.1. Company Name
Federal and State Tax ID numbers.
 - 3.2.1.1.2. Business Address and Office location(s)
 - 3.2.1.1.3. Current Telephone number(s)
 - 3.2.1.1.4. Years established.
Date, state, and type of business organization (close, general or S Corporation, LLC or PLLC, Sole proprietorship),
 - 3.2.1.1.5. State of license or registration
 - 3.2.1.1.6. Name and title of primary contact person for this project including email address.
 - 3.2.1.1.7. Number of principles, and total number of employees.
 - 3.2.2. **Tab 2 – Sub-Contractors Company Experience and qualifications are requested to provide the following information (2 pages maximum).**
 - 3.2.2.1. Address and phone numbers of all company offices,
 - 3.2.2.2. Brief description of company history and key services,
 - 3.2.2.3. Number of years in business,
 - 3.2.2.4. Types of services provided,
 - 3.2.2.5. List and describe all claims, lawsuits, or legal settlements within the past five (5) years, and those that are currently pending, and

3.2.2.6. Number of full and part-time employees.

3.2.3. **Tab 3 - References from at least three (3) previous projects** as a General Contractor stipulated with experience must be provided as proof of experience. Please provide references for the following types of customers:

3.2.3.1.1. New customers, and discuss their conversion experiences,

3.2.3.1.2. Ongoing customers and discuss what are working well and how you have solved problems,

3.2.3.1.3. A client that your firm recently lost and describe the circumstances, and

3.2.3.1.4. A Native American Tribe or Sovereign Indian Tribe.

3.2.3.2. Contractors and sub-contractors engaged at work at the job site shall possess the necessary and appropriate licenses, certificates, training, and qualifications as required by applicable laws.

3.2.4. **Tab 4 – Fee/Budget Proposal**

3.2.4.1. Budget proposal shall be submitted in a **separate sealed envelope** and labeled as such.

3.2.4.2. Provide an all-inclusive pricing to include but not limited to, all labor, materials, labor rate, labor benefits, payroll burden, insurances, workers' compensation fee, profit, overhead and all other related cost factors for the life of this contract.

3.2.4.3. Offerors shall COMPLETE the attached budget worksheet or provide one equivalent to the SIR worksheet (see attachment "B").

3.2.5. **Tab 5 - Indian Preference**

3.2.5.1. Provide a description of the firm's history and proposed efforts to promote diversity in employment and utilization of Indian Preference, certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Small Disadvantage Business (SDB) and Women's Business Enterprise (WBE) firms as partners, subcontractors, or suppliers on previous contracts.

3.2.5.2. Describe how the firm is currently utilizing minorities and women in the workforce and how the firm has historically provided opportunities for minorities and women to receive training and work within the firm. The Proposal must include the following information:

3.2.5.3. Indian Preference (Applicable):

3.2.5.3.1. The contractor shall comply with the Indian preference requirements in employment and subcontracting as required by the SIR, the RFP Policy, and the Indian Self-Determination and Education Act, as amended.

- 3.2.5.3.2. The work to be performed under this proposal is subject to the Indian Self-Determination Act (25 U.S.C. 450), that requires to the greatest extent feasible:
- 3.2.5.3.3. Preference and opportunities for training and employment shall be given to Indians, and Preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises.
- 3.2.5.3.4. The parties to this contract shall comply with the provisions of the Indian Self-Determination Act.
- 3.2.5.4. In connection with this contract the contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations or Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.
- 3.2.5.5. The contractor shall include this section 3.2.8 in every subcontract in connection with the project, and shall, at the direction of the recipient, take appropriate action pursuant to the subcontract upon a finding by the recipient that the subcontractor has violated the clause of the Indian Act.

3.3. Submission of Offer

3.3.1. Offer Submission Due Date and Time:

Offerors responding to this Solicitation may submit their Offer by mail, hand delivery, and/or email to:

SIR Upper Rancheria Restoration Project 2026
Attn: Brandie Hernandez, NRD Director
BHernandez@sir-nsn.gov
745 Joaquin Street
Susanville, California 96130

- 3.3.2. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the stated submission requirements or those received after the due date and time shall be rejected.
- 3.3.3. Required documents to be submitted with proposal.
 - 3.3.3.1. Completed W9
 - 3.3.3.2. Copy of the company's Certificate of Insurance (COI)
 - 3.3.3.3. Copy of Letter from Bonding Company stating vendor is bondable for the performance bond on the project.

3.4. Proposal Opening

- 3.4.1. Offers received by the due date and time will be opened within one-half (1/2) hour of the closing date and time.
- 3.4.2. The name of each Offeror will be publicly available.
- 3.4.3. Offers will not be subject to public inspection for a period of ten (10) days or until after the Contract has been awarded.

3.5. Withdrawal of Invitation

- 3.5.1. If three bids are not received by the deadline date/time, then the SIR can either:
 - 3.5.1.1. Withdraw the invitations for bids, or
 - 3.5.1.2. Withdraw the invitations for bids and reissue it at a later date, or
 - 3.5.1.3. Extend the deadline for 30 days and reissue the invitations for bids
- 3.5.2. Under special circumstances SIR may award the bid when less than three bids have been received if one of the following conditions are true:
 - 3.5.2.1. A funding deadline will not allow re-bidding or withdrawing the bids without causing loss of the funding, or
 - 3.5.2.2. After extending the deadline for 30 days, there still are less than three bidders.

4. SECTION FOUR - EVALUATION AND AWARD

4.1. Evaluation Criteria

- 4.1.1. In accordance with the SIR Procurement Policy, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the Tribe based upon the evaluation criteria listed below.
- 4.1.2. The Tribe reserves the right to reject any or all responses to this RFP. The final selection of candidates will be on the basis of their ability to meet the overall expectations of the Tribe, as determined solely by the Tribe.
- 4.1.3. The Tribe may reject any or all bids, accept a bid other than the lowest bid, and waive informalities or minor irregularities in bids received. (FAR 52.214)
- 4.1.4. The SIR reserves the right to conduct investigations as it deems necessary for the evaluation of any proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history qualifications and financial ability of the firm responding.
- 4.1.5. SIR will evaluate all proposals meeting the criteria set forth within this RFP by a committee selected by the requesting department.
- 4.1.6. The evaluation factors are listed in their relative order of importance. In evaluating responses to this RFP, SIR will take into consideration the qualification, experience capacity, and cost that are being proposed by the Respondent, and rank them by a numbered score.

- 4.1.7. The following Evaluation Criteria will be considered in reviewing submittals:
- 4.1.7.1. Executive Summary 0 – 10 points
Provide a brief, one page summary, which describes and highlights your firm’s experience, qualifications, team, and particular expertise for this project. The SIR Evaluators will evaluate the Respondents’ overall responsiveness to the RFP.
 - 4.1.7.2. Familiarity with target population and location. 0 - 15 points.
The SIR will evaluate the Respondents and their familiarity working cohesively with tribal governments and its partners. The qualifications should reflect and demonstrate ability to Offer services similar to the scope of services contained herein.
 - 4.1.7.3. Project Design and Management Team 0 - 25 points
The SIR will evaluate each key person and sub-consultant identified, and their ability to perform on this project based on comparable projects in which they have played a primary role. The evaluations will include geographic proximity to the Project, location of the office, past experience, and organizational structure. The qualifications should reflect demonstrated ability and past offering of services similar to the scope of service contained herein.
 - 4.1.7.4. Proposer reasonableness cost based on fee proposal. 0 – 15 points
Cost will not be determinative, however may be considered in accordance with the Federal guidelines for selection. A detailed budget is inclusive with the billing rates which shall remain as such throughout the entirety of the contract.
 - 4.1.7.5. Native American Preference and Experience 10 points
The SIR will evaluate the Respondents’ Native American preference and/or experience based on the documentation submitted.
- 4.1.8. The Evaluation committee composed of five (5) or more person(s) shall score and select the Respondent following the two-step process.
- 4.1.8.1. Step one (1) consists of the request for submission, evaluation, and if necessary, discussion of a technical proposal. No pricing is involved. The objective is to determine the acceptability of the supplies or services offered, such as engineering approach, special manufacturing processes, special testing techniques and etc.
 - 4.1.8.2. Step two (2) consists of the submission of sealed priced bids in a separate envelope. The sealed price bids are reviewed and evaluated upon completion of step one (1) and the award is made in accordance with the Federal Acquisition Regulations (FAR subparts 14.5 Sealed bids).
- 4.1.9. The selected Committee will evaluate, observe, and review the proposals received and score the proposals in accordance with the predefined scoring methodology. The composite scores will summarize the individual scoring of each committee member, and the Respondents will be ranked and selected by the composite scores.

4.1.10. The evaluation committee may request an interview and/or presentation of the two (2) highest scoring Offerors. This interview process shall be used to ensure selection of the firm providing the best overall capability to perform the work in a manner most advantageous to the SIR in accordance with established evaluation criteria.

4.1.11. The Tribe reserves the right to:

4.1.11.1. Accept or reject any and all proposals for any reason or no reason.

4.1.11.2. Accept other than the lowest price proposal (FAR 52.214).

4.1.11.3. Award a contract on the basis of initial offers received, without discussions or request for best and final offers.

4.1.11.4. Discontinue this RFP without explanation or obligation to prospective proposers.

4.2. AWARD

4.2.1. Number and Types of Awards

The SIR reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is most advantageous to SIR.

4.2.2. Contract Inception

An Offer does not constitute a Contract, nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Tribal Administration Office with the Tribal Chairman signature on the Offer and Acceptance form. A notice of Award or of the intent to award shall not constitute acceptance of the Offer.

4.2.3. Effective Date

The effective date of the Contract shall be the date that the SIR Tribal Council sign the Offer and Acceptance or other official contract form unless, another date is specifically stated in the Contract.

4.3. INVOICING

4.3.1. Submitting invoices:

4.3.1.1. There shall be just three payments: (1) one lump sum payment when all junipers are cut down, (2) a second sum payment when all piling is complete, and (3) the release of the 10% Withholding Fund when all work is approved by the landowner's RPF and Natural Resource Conservation Services (NRCS) representative. An amount of 10% shall be deducted from invoiced amounts, excluding the final release of the Withholding Fund that acts as a guarantee that all work will be completed timely and per the Contract terms.

4.3.1.2. Contractors shall submit an invoice to the SIR Finance Accounts Payable Office within thirty (30) days of the end of each month services were

provided.

- 4.3.1.3. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract.
- 4.3.1.4. No payment of invoice shall be made without authorization.
- 4.3.1.5. No payment shall be made without a current W9 on file with Accounts Payable.
- 4.3.2. Contractor shall not seek payment for any service(s) provided without the proper signature of the designated or assigned individual for the project, or
 - 4.3.2.1. Services that have not been authorized on an acknowledged purchase order, and
 - 4.3.2.2. Services that are the subject of a Contract Amendment or Change Order that has not been fully signed and executed.
- 4.3.3. Contractor shall submit all billing notices or invoices to the SIR Accounts Payable Department at the following address:

**SIR -Finance Department
Accounting Section – Accounts Payable
735 Joaquin Street
Susanville, California 96130
(530) 257-6264**

- 4.3.4. Defective invoices: without prejudice to its other rights under the Contract or further obligations to Contractor, the SIR Accounting office may, at its discretion, reject any materially defective invoice. It will have no obligation to pay against a defective invoice unless and until the Contractor has re-submitted invoice free of defects.
- 4.3.5. Invoicing will be deemed automatically rejected upon delivery if they,
 - 4.3.5.1. Are sent to the wrong address,
 - 4.3.5.2. Do not reference the correct SIR Contract number,
 - 4.3.5.3. Are payable to any Person other than the Contractor.
- 4.3.6. Invoicing for Task Orders: For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against,
 - 4.3.6.1. Substantiation of hours worked using:
 - 4.3.6.1.1. A detailed daily timesheet,
 - 4.3.6.1.2. Itemization to the task level, and

- 4.3.6.1.3. Breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply),
- 4.3.6.2. Authorization and receipts for all allowable reimbursable items being invoiced; and
- 4.3.6.3. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually required books and records upon the Tribe's demand.

5. SECTION FIVE - MINIMUM CONTRACTING STANDARDS

5.1. Insurance Requirements

- 5.1.1. Contractor and subcontractors shall procure and maintain, until all their obligations have been discharged, including and warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.
- 5.1.2. The Insurance Requirements herein are the minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The SIR in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representative, employees or subcontractors, and the Contractor is free to purchase additional insurance.
- 5.1.3. The Contractor and sub-contractors shall use in the performance of this contract to name the SIR Tribe as an additional insurer with the following standard types and minimum amounts.
- 5.1.4. Commercial General Liability (CGL): \$1,000,000.00
 - 5.1.4.1. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.
 - 5.1.4.2. The policy shall be endorsed, as required by this written agreement, to include the SUSANVILLE INDIAN RANCHERIA and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - 5.1.4.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the SUSANVILLE INDIAN RANCHERIA and its department for losses arising from work performed by or on behalf of the Contractor.
- 5.1.5. Comprehensive Automobile Liability: \$1,000,000.00
 - 5.1.5.1. Bodily injury and Property damage for any owned, hired and/or non-owned automobiles used in the performance of this contract.

- 5.1.5.2. The policy shall be endorsed, as required by this written agreement, to include the SUSANVILLE INDIAN RANCHERIA and its departments as additional insurers with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 5.1.5.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the SUSANVILLE INDIAN RANCHERIA and its department for losses arising from work performed by or on behalf of the Contractor.
- 5.1.6. Worker's Compensation: Statutory limits
- 5.1.7. Employer's Liability: Each accident \$1,000,000
 - 5.1.7.1. 100% of insurable value of the work. Builder's Risk, Extended coverage for Vandalism, and Malicious Mischief, if required.
 - 5.1.7.2. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the SIR and its department and employees for losses arising from work performed by or on behalf of the Contractor.
- 5.1.8. Professional Liability (Error and Omissions Liability)
 - 5.1.8.1. Each Claim \$1,000,000
 - 5.1.8.2. Annual Aggregate \$1,000,000
- 5.1.9. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and other continuous coverage will be maintained or an extended discovery well be exercised, for a period of one (1) years beginning at the time work under this Contract is completed.
- 5.1.10. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this Contract.
- 5.1.11. Failure to provide proof or failure to maintain insurance as required in this bid, or by law, are grounds for immediate termination of this contract.
- 5.1.12. In the event of termination of the contract, the awarded bidder shall be liable for all procurement costs and any other remedies under SIR Procurement policies.
- 5.1.13. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

5.2. Notice of Cancellation

Applicable to all Insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed without thirty (30) days prior written notice to the Susanville Indian Rancheria. Within two (2) business days of receipt, Contractor must provide notice to the SIR if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the

department or by email to: Ms. Brandie Hernandez, Bhernandez@sir-nsn.gov.

5.3. Verification of Coverage

Contractor shall furnish the SUSANVILLE INDIAN RANCHERIA with certificates of insurance (COI) (valid ACORD form or equivalent approved by the State of California) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

5.3.1. All such certificates of insurance and policy endorsements must be received by the SIR before work commences. The SIR's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

5.3.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

5.4. Subcontractors

5.4.1. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor.

5.4.2. All coverage for subcontractor shall be subject to the minimum Insurance Requirements identified above. The SIR reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractor have the required coverage.

5.5. Approval and Modifications

The SIR reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

5.6. Indemnification Clause

5.6.1. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the SIR and its departments, Tribal officials and employees, (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages losses, or expenses (including court costs, attorney's fees, and costs of claim processing, investigation and litigation) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property causes, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

5.6.2. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulations, or court decree.

5.6.3. It is the specific intention of the parties that the indemnitee shall, in all instances, except

for Claims arising solely from the negligent or willful acts or omissions of the indemnitee, be indemnified by Contractor from and against all claims.

5.6.4. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

5.6.5. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the SIR, its Tribal Council, agents and employees for losses arising from the work performed by the Contractor for the SIR.

5.7. Conflict of Interest:

5.7.1. The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the Tribe and who are providing services involving this contract or services similar in nature to the scope of this contract to the Tribe.

5.7.2. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Tribe employee who has participated in the making of this contract until at least two (2) years after his/her termination of employment with the Tribe.

5.8. Confidentiality:

The Contractor shall maintain all non-public information secured in connection with any contract with SIR in strict confidence, with disclosure only to individuals as needed to perform under the contract and on a need-to-know basis.

5.9. Governing Law and Jurisdiction:

Unless otherwise approved by the SIR Tribal Council, this contract shall be governed by and construed in accordance with the laws of the SIR, and the contractor consents to jurisdiction of the SIR Tribal Government for all matters related to or arising out of this contract.

5.10. Sovereign Immunity:

Notwithstanding any other terms or provisions of this Agreement, Contractor understands and agrees that the SIR Tribe, by entering into this Agreement, **does not** waive its sovereign immunity from suit.

5.11. Contractor Responsibility:

Nothing in the contract shall relieve or limit the contractor's responsibility for damages for its own negligence or breach of the contract. Nothing shall require SIR to indemnify or hold the contractor harmless for its own negligence, breach, or misconduct. All products from or services by a contractor are warranted or represented as being suitable for the intended purpose of the contract.

5.12. Authorization of Services

Authorization for purchase of services under this Contract shall be made only upon SIR issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number, and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. SIR shall not have any

legal obligation to pay for services in excess of the amount indicated in the Purchase Order. No further obligation for payment shall exist on behalf of SIR unless,

5.12.1. the Purchase Order is changed or modified with an official SIR Procurement Change Order, and/or an additional Purchase Order is issued for purchase of services under this Contract.

5.13. Important Contract Provisions

5.13.1 Project work cannot commence until ground conditions are dry. There will be no extensions granted except in the case of unsuitable burning or weather conditions.

5.13.2 The acreage identified is only an estimate of the gross area including roads and open areas, and all bidders must make their own assessment as to whether it is accurate or not based upon ground inspections.

5.13.3 Treatments will be done by prescription. No trees will be marked except trees marked by an RPF to improve spacing, or remove diseased/dying trees.

5.13.4 You will be required to comply with all Federal, State and Local laws and regulations including but not limited to any provisions regarding treatment of and payment of employees and/or subcontractors.

5.13.5 This is a non-smoking job site.

5.13.6 You may have the option of disposing of new and pre-existing slash that cannot be made into firewood through piling. If you pile, you must cover the piles with kraft paper.

5.13.7 You are required to buck the majority (90%) of all sound firewood material 6" in diameter and larger.

5.13.8 Multiple factors will be used in selecting the successful bidder including, but not limited to, price, services offered, experience, research with respect to past projects and knowledge of your work by other foresters/landowners, potential start date, capacity to complete the job timely, etc. The lowest price bid will not necessarily be the selected Contractor.

6. SECTION SIX - PROTEST

A protest shall comply with and be resolved according to the SIR Tribal Procurement Policies. Protests shall be in writing and be filed with SIR Tribal Office. A protest of the Solicitation shall be received by the SIR Tribal Office before the Offer due date. A protest of the proposed award or of an award shall be

filed within ten (10) days after contract is awarded. A protest shall include:

- 6.1. The name, address, email address and telephone number of the interested party,
- 6.2. The signature of the interested party or its representative,
- 6.3. Identification of the purchasing agency and the Solicitation or Contract number,
- 6.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 6.5. The form of relief requested.

CERTIFICATION:

This RFP has been approved by SIR Tribal Business Council.

Date

Signature

Arian Hart

Print Name

SIR Tribal Chairman

Title

Susanville Indian Rancheria

Company Name

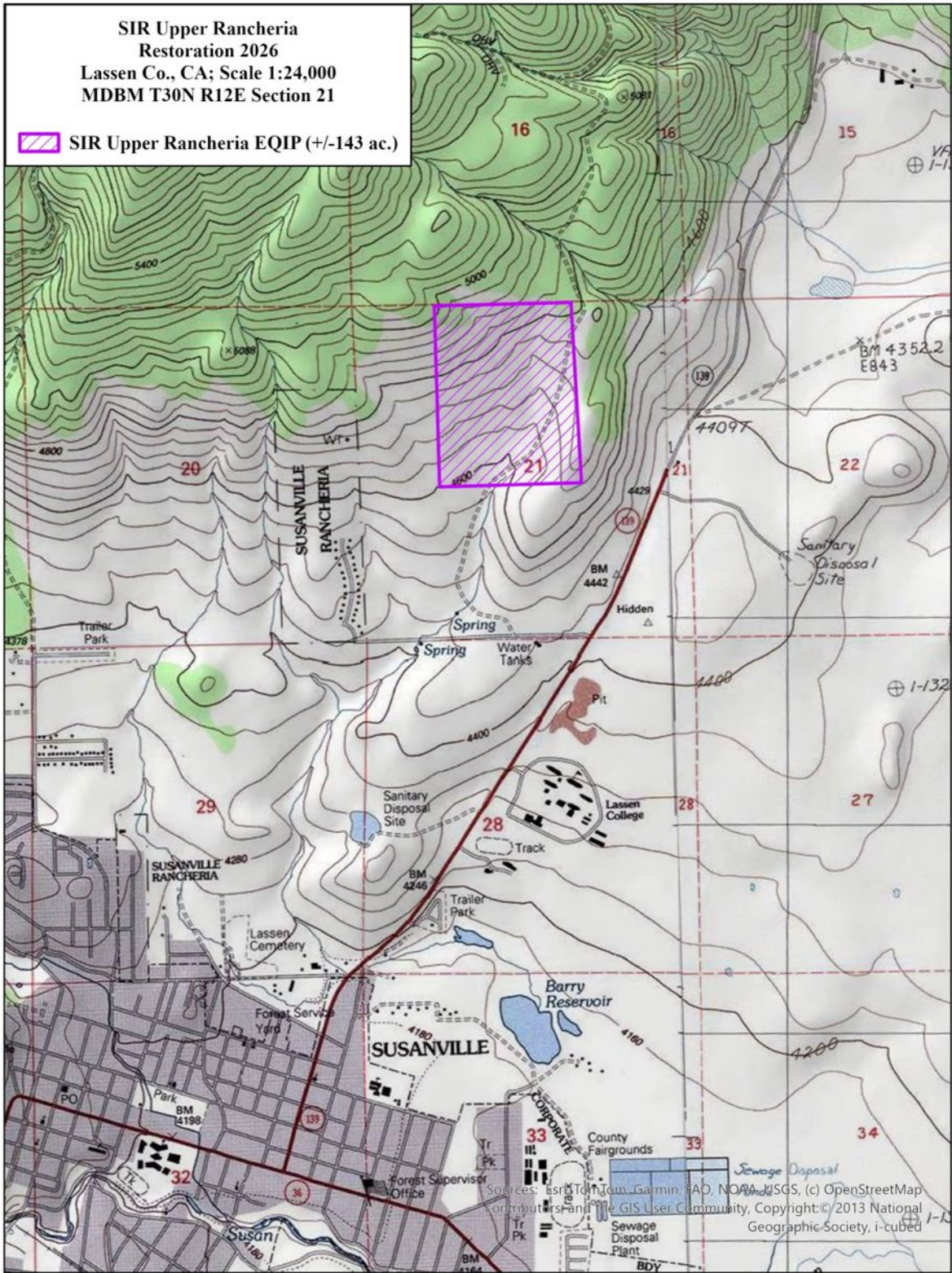
(530)257-6264

Telephone

Ahart@sir-nsn.gov

Email

Exhibit A: Map



ATTACHMENT "A"

PROJECT SPECIFICATIONS

SIR Upper Rancheria Restoration Project

Brush Management and Slash Treatment

***MUST ADHERE to NRCS Brush Management (Conservation Practice Standard - CPS Code 314) – & NRCS Practice Specification Woody Residue Treatment (Code 384) (See Attachment "E" & "F").**

A. Hand Thinning (Brush Management – Juniper Removal)

1. All dead and live junipers, including saplings & seedlings, that are not providing cavity-nesting habitat or showing old growth characteristics shall be cut. Old growth characteristics are defined as: asymmetrical and rounded tops, spreading and sparse canopies, dead limbs and/or spiked tops, deeply furrowed reddish bark, and the presence of bright green arboreal lichens on the stem and branches. Trunk diameter does not necessarily indicate tree age.
2. All juniper trees shall be completely severed from the stump(s) unless otherwise specified herein. No live limbs will be left on the stump of cut trees. Stump height shall not exceed 6 inches measured on the uphill side.
3. Cut trees lodged in leave trees shall be dislodged or removed.
4. The Contractor shall protect from injury all leave trees, bearing trees, corner posts and monuments within or adjacent to the project areas.
5. All fences shall be kept free of cut trees. Leave all trees to which a fence is attached. Any damage to fences resulting from this project shall be fixed by the Contractor, at the Contractor's expense, on the same day that damage occurred.
6. All other conifer within the unit (including pine and fir trees), hardwoods, mountain mahogany, serviceberry, or chokecherry shall not be thinned.

B. Slash Treatment Specifications – Lop & Scatter:

1. All logs greater than 6" will be bucked into firewood.
2. Remaining slash will be lopped (cutting of limbs, branches, treetops, small diameter trees, or other woody plant residue into lengths so that the remaining slash will lie close to the ground), and scattered (scattering is the spreading of lopped slash evenly over the ground so that the remaining slash will lie close to the ground).
3. Maximum Allowable Height from Soil Surface: 18 inches (80% of material is 18" or less from the ground.)
4. Maximum Allowable Residue Lengths: 30 inches (80% of material is 30 inches or less in length.)
5. Ground Contact Optimized: 80% of material is in contact with the ground.
6. Do not place any slash in any watercourse channel, seasonal stream, or riparian buffer zone.

C. Slash Treatment Specifications – Piling (permissible at Landowner's option):

1. All woody material created from thinning and pruning, and 75% of pre-existing downed woody material shall be piled in openings so that leave trees will not receive scorching damage when the piles are burned.
2. Slash piles shall not be greater than six (6) feet wide or four (4) feet high.
3. Burn piles will be constructed (tee pee style) with a height of 1.5 times higher than their radial width (at the pile base). However, pile height will not exceed 4 feet unless there are limited openings for piles to avoid residual scorch, due to the amount of material to be disposed and by approval of LANDOWNER'S RPF.
4. Heavier materials should be placed inward into the burn pile interior and each pile containing material protruding greater than 2 feet will be trimmed back and placed on pile.
5. Burn piles will be constructed free of dirt and non-combustible material to ensure a clean safe burn.
6. Piles will be located away from stumps and rotten logs, and sufficient distance away from

residual trees or other vegetation to reduce scorch.

7. Piles will be managed to burn clean and level to the ground. Throwing unburned chunks of slash and woody debris into piles will be necessary at least one time after the piles have had time to burn down, and more may be required for satisfactory consumption. Chunking will include not only unburned pile material, but also any burning fuel, which is creeping from a pile to prevent further creep and/or escape.
8. Covering piles. Each pile will have Kraft paper placed during its construction on at least 50% of pile surface. Small logs or slash will secure covering.

ATTACHMENT "B"
BUDGET SHEET

PROJECT: SIR Upper Rancheria Restoration Project 2026
OWNERS: Susanville Indian Rancheria (SIR)
BID OPENING: September 11, 2026, 3:30 pm

We wish to submit the following bid prices:

1. Brush Management (Juniper Cutting) (+/-143 acres):

Treatment Method	Price/Acre	Acres	Price
Hand Thinning			
Mechanical			
TOTAL PRICE \$:			

2. Woody Residue Treatment (Slash Treatment) (+/-143 acres):

Treatment Method	Price/Acre	Acres	Price
Piling			
Lop and Scatter			
TOTAL PRICE \$:			

GRAND TOTAL \$	
----------------	--

(No guarantee is made by landowner or its RPF of the acreage listed above)

EARLIEST POSSIBLE START DATE: _____

LAST 3 JOB SITES & LANDOWNERS: (include name, phone number, acres,)

SUBMITTED BY:

COMPANY: _____ LTO # _____

ADDRESS: _____

PHONE: _____ CELL PHONE: _____

E-MAIL: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

ATTACHMENT "C"

DISBARMENT DISCLOSURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 1249, Debarment and Suspension, 13 CFR part 145. The regulations were published as Part VII of the May 26, 1988, Federal register (Pages 1916-19211). Copies of the regulations are available for the local offices of the U.S. Small Business Administration.

1. The Prospective participant certifies to the best of its knowledge and belief that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
 - b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement 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;
 - c) Are not presently indicted for or otherwise criminally charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three (3) year period preceding this application Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective primary shall attach an explanation to this proposal.
3. 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 USC 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 Authorized Representative

Title of Authorized Representative

Firm Name and Address

Date

ATTACHMENT "D"

REFERENCES

(Print additional copies and complete the information below and attach as part of your Quote)

Offerors are required to submit information about PAST experience to verify the performance of the Contractor using this form. Insert the information as requested. Responses shall include the details of at least **three (3) individual contracts** for services related to those described in this solicitation within the last five (5) years.

Do not use references from any past or current contracts with SIR. Do not use any current SIR employee as a reference.

Contract Title _____

Contract Term / Dates of Work _____ through _____

Geographic Area Served: _____

Company: _____

Contact Name and Title: _____

Address: _____ City/State/Zip: _____

Telephone: _____

Description of Services Performed:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ATTACHMENT “E”
NRCS CPS 314
TECHNICAL NOTES

U.S. Department of Agriculture

Natural Resources Conservation Service

TN – RANGE - CA - 62

March 2018

Planning Brush Management in California

This technical note is to be used by all NRCS planners and planning partners in California when planning Brush Management (CPS 314). It provides planning guidance for use in California.

I. SCOPE

The management or removal of woody species to create a desired plant community consistent with the ecological site; restore or release desired vegetative cover to protect soils, control erosion, reduce sediment, improve water quality, or enhance hydrology; maintain or enhance wildlife habitat; improve forage accessibility, quality, and quantity for livestock; or manage fuel loads.

Pervasive plant species are controlled to a desired level of treatment that will ultimately contribute to creation or maintenance of an ecological site description “steady state” addressing the need for forage, wildlife habitat, and/or water quality.

Additional Scope when controlling **Juniper**:

The work shall consist of removing invading new-growth (less than 100 years old) juniper from sagebrush steppe and associated grassland and rangeland habitats consistent with the goals and objectives for this practice. This specification applies to those areas where understory sagebrush steppe plant species remain intact on site and where treatment of juniper is most likely to facilitate recovery of the desired habitat.

The objective for post-treatment cover levels of new-growth juniper is 0% except where associated with rock outcrops, lava spurs or areas specifically identified within the treatment plan.

II. AREAS AND TIMING

The areas to be treated shall be shown on the plans and the methods used, target species, and timing of treatment are all shown on the Implementation Requirement sheet and supporting materials. Timing should be done to avoid nesting periods of birds utilizing the treatment area, usually March – August. Check with your local NRCS biologists for exact times as this could vary by elevation and year.

III. GENERAL REQUIREMENTS

Brush management will be planned and applied as part of a Resource Management System (RMS). An RMS is a combination of conservation practices and resource management for the treatment of all identified resource concerns for soil, water, air, plants, and animals that meets or exceeds the quality criteria in the FOTG for resource sustainability. Brush Management plans shall not proceed to application until a review is made by the individual(s) having appropriate Job Approval Authority for management/vegetative practices.

Vegetation inventory will be conducted prior to planning this practice. This inventory, which is a part of the documentation needed for this practice, will be included in the conservation plan documents.

On rangeland areas, brush management treatments will be used to control, contain, or eradicate undesirable woody vegetation. Use Ecological Site Description (ESD) State and Transition model to determine if proposed actions are ecologically sound and defensible. If an ESD is not available, base design criteria on best approximation of native plant community composition, structure, and function. Treatments need to be compatible with dynamics of the ecological site(s) and targeted towards vegetative states that have the potential and capability to support the desired plant community.

The needs of wildlife will be considered when applying brush management practices. Species that need to be considered include, but are not limited to; critical plant species that may occur within the project area, shrubland and grassland nesting birds, wetland or aquatic species that are associated with riparian areas, springs, seeps, or meadows associated with the treatment area. Consult with NRCS Area and State Biologists to identify possible wildlife habitat conflicts within treatment area. Avoid wetlands, riparian areas, springs or seeps.

If improving wildlife habitat is an objective of the client, the following practices are required to achieve maximum treatment effects:

- Upland Wildlife Habitat Management (645)
- Prescribed Grazing (528) if grazed by livestock

A cultural resources survey will be completed and resulting requirements incorporated into applications of this practice so no disturbance occurs to identified cultural resources. This cultural resource survey will occur prior to mechanical or manual treatment or other site disturbance from such activities including, but not limited to, the development of temporary access roads, burning of piled materials. These avoidance measures are also applicable to any associated post-treatment operations such as application of erosion control measures and temporary road deconstruction.

Cultural resource sites identified during a cultural resource survey or during other activities shall not be mechanically or manually treated except with concurrence from the NRCS State or Area Cultural Resources Specialist in consultation with the State Historic Preservation Officer.

Where livestock grazing occurs within the treatment area, released vegetation shall be allowed to recover prior to grazing. A grazing plan will be developed consistent with the goals of the conservation plan.

Treatment equipment shall not be used or allowed to travel across eroding features, riparian zones, springs, wetlands, or aspen stands. Unless specifically noted in the treatment plan and supporting maps, manual methods shall replace mechanical treatment where treatment is to occur within 25' of any perennial stream, seasonal stream, spring, or pond. Where tracked vehicles are used, turning in-place will be minimized to avoid unnecessary impacts to soils, non-target plants, and other resources.

The road/traffic plan shall be adhered to as consistent with minimizing impacts to cultural and natural resources. The road/traffic plan establishes the primary access routes for repeated vehicular traffic to, from, and across the treatment area. It will include identification of primary skid trails, landings, and burn pile locations in order to minimize disturbance throughout the treatment period. Populations of sensitive plant species and/or habitat as identified on the practice requirement sheet and/or supporting documentation will be avoided such that vehicle traffic, skidding, and other associated activities reduce potential impacts to identified resources.

Crossing with equipment through natural drainages on the landscape will be avoided. Where crossings are necessary and identified on the road/traffic plan, the number of passes will be minimized. Measures will be taken to avoid creating artificial drainage networks which increase the likelihood of erosion. Road berms, tire ruts and other artificial diversions associated with this treatment will be removed or modified in order to reduce hydrologic connectivity which can lead to gully development and impacts to off-site resources.

Unless otherwise noted on the practice requirement sheet, all trails/roads, burn pile locations, slash trails and sensitive resources will be flagged on site in advance of the treatment and in accordance with this specification, the practice requirement sheet, and supporting documentation, e.g., cultural resource survey, the road/traffic plan, botanical surveys and other site-specific requirements supporting the appropriate implementation of this practice.

Unless otherwise noted on the practice requirement sheet, areas of soil disturbance such as skid trails and temporary roads will be protected from erosion through the placement of juniper slash sufficient to reduce rate of overland water flow and raindrop impact. Where identified on the practice requirement sheet, seeding for erosion control will be consistent with Critical Area Planting (342) or Range Planting (550).

Prior to arriving at the treatment site, all equipment will be cleaned in order to reduce the introduction of noxious weed seed. Treatment equipment will be cleaned prior to departing the site and personnel transport vehicles will be inspected daily or as needed to prevent the spread of noxious species between sites.

Dry season operations will be done in a manner consistent with fire safety precautions and in compliance with local, state, and federal fire regulations. Activities performed under this practice will be achieved in a manner in consideration of fire and fuel loading issues regardless of the timing of the treatment. In most cases, it will be necessary to consult with fire authorities

prior to implementing the practice in order to assess relative risk to on-site and/or off-site as a result of fuel loading in the treatment area. Except where specifically consistent with an approved burn plan, the distribution of downed material will be in a manner which reduces the occurrence of ladder fuels and/or places on-site or off-site resources at undue risk of ignition.

Depending on site conditions, monitoring results and conservation plan goals, other practices which should be considered include:

- Forest Stand Improvement (666)
- Forest Trails and Landings (655)
- Obstruction Removal (500)
- Prescribed Burning (338)
- Range Planting (550)
- Road/Trail/Landing Closure and Treatment (654)
- Woody Residue Treatment (384)

Additional General Requirements when controlling *Juniper*:

Old growth juniper characteristics will be reviewed and identified on-site with the landowner and timber operator prior to treatment. All old growth will be excluded from treatment. Consult Figure 1 in conjunction with Table 1 within this specification for details regarding how to differentiate between old growth juniper and younger juniper.

Damage to non-juniper species shall be minimized except where consistent with the goals and purpose of the conservation plan. Such species will be identified in the plans, practice requirement sheet, and supporting materials.

Rock outcrops and lava spurs shall remain untreated except where specifically identified as consistent with a habitat recovery plan for the site.

IV. SPECIAL CONSIDERATIONS

Many chaparral vegetation types are home to rare, threatened or endangered species, those chaparral types should be avoided completely when considering this practice. Those include; Coastal sage and chaparral scrub (also known as maritime chaparral), riparian shrub plant communities, sage steppe, Ione chaparral, serpentine chaparral. Chamise chaparral with soils with less than 20" depth and areas with large "old growth" manzanita should be avoided.

Care should be taken and consultation with biologist in planning brush management activities in interior chaparral and woodlands, montane chaparral and associated woodlands.

Treatment design and layout should be done to create openings that appear as a mosaic pattern. Care should be taken to avoid a blocky or clear-cut appearance.

When clearing brush focus on old decadent plants. Design the treatment so that smaller sections, 5-10 acres with an uneven edge, or more natural appearance.

V. METHODS

Methods to be used are described in the conservation plan and noted on the Implementation Requirement sheet(s) and supporting materials:

- Manual Treatment - Individual plants are cut down with chainsaw or other hand-held cutting tools.
- Mechanical Treatment – Brush is pushed, cut, or masticated using a tracked feller buncher, hydraulic shear, articulated grinder, Hydro-Ax, crawler tractor equipped with blade or brush rake, an excavator equipped with a masticator head, or other equipment specified in the plans and shown on the Implementation Requirement sheet. All mechanical treatments are limited to where average slopes are less than 35% in order to reduce impacts on non-target species and soil condition. Use of articulated grinders or other masticators which shred standing material may greatly reduce or eliminate the need for additional post treatment of biomass where juniper cover is less than 15% unless otherwise noted on the practice requirement sheet. Excessive soil disturbance and soil accumulation in brush piles or windrows will be avoided.
- Chemical Treatment – Individual or groups of plants are treated using approved materials consistent with the chemical label and associated legal requirements. *In accordance with NRCS policy, NRCS personnel are not authorized to provide recommendations for herbicide use.* Any chemical use will be done by the landowner consulting with local Cooperative Extension, chemical company representative or qualified agricultural consultant for specific recommendations.
- Biological Treatment – Use of approved insects or other agents may be specified consistent with associated legal requirements. Grazing with alternative kinds of livestock, particularly browsers such as sheep or goats during critical growing stages of target plants can be effective control for certain species. The hoof action associated with winter-feeding of livestock may also effectively reduce some brush species. Specifications for biological treatment will be developed based on the individual problems of the area, and available research data. Specific treatments will address the kind of agent or grazing/browsing animal to be used; timing, duration and intensity of grazing or browsing; desired degree of grazing or browsing use for effective control of target species; and maximum allowable degree of use on desirable non-target species. If the area is grazed by livestock, a grazing plan will be developed according to 528-Prescribed Grazing standards and specifications for all treated acres prior to application of brush management.

Multiple year treatment methods can include mechanical, manual, biological, or chemical either in combination or the same treatment method in consecutive years.

VI. MANAGEMENT FOLLOWING TREATMENT

Post-treatment of coarse woody debris (biomass) will be consistent with the goals and objectives of the conservation plan and as detailed in the Implementation Requirement sheet and supporting materials. Soil disturbance will be minimized through adherence to appropriate road/traffic plan and temporary water diversions such as waterbars will be removed where accumulation of surface flows are likely to result in gully erosion or other impacts to on-site or off-site resources. Some alternatives for post treatment operations may be used in combination with each other in

order to achieve the desired post treatment conditions. Unless otherwise noted on the Implementation Requirement sheet, an acceptable range of brush debris cover is an average 5% to 35% of the treatment area; this includes material in contact with the soil as well as that above the soil surface such as removed tree limbs and felled trunks.

When controlling **Juniper**, management following treatment includes one or more of the following:

- Chipping – Coarse woody debris is mechanically chipped on-site and is left on-site or removed for proper disposal such as for co-gen energy production. Except where specifically described in the treatment plan, when left on-site to naturally decompose, chip depth will not exceed 3” across the treatment area and will not exceed 2” in depth in any area exceeding 100 square feet so as to allow germination and recovery of sagebrush steppe plant species. Chipping of cut material is mainly applicable to treatments of juniper stands having primarily over 25% canopy cover.
- Piling and Burning – In order to reduce the potential for substantial increases of invading annual plants, burning will occur when soils are frozen or saturated. Burn pile locations will be sited within the treatment area unless otherwise noted on the practice requirement sheet and supporting documentation. On-site burn pile locations will be flagged in advance and located as described in the practice requirement sheet and/or other supporting documentation. Populations of sensitive plant species and/or habitat as identified on the practice requirement sheet and/or supporting documentation will be avoided such that burning and associated activities reduce potential impacts to identified resources. Moving and piling of slash will be done manually or mechanically stacked unless specified in the practice requirement sheet. Pushing of slash using a bulldozer blade is prohibited. Burning of piled slash will be consistent with local and state requirements such as burn permits and air quality regulations. Piling and burning may be used in conjunction with lop and scatter or other methods in order to reduce ground cover of biomass. Piling and burning is generally most applicable where standing juniper canopy cover is over 10% but under 30%.
- Piling – Juniper piles left to provide habitat values will not exceed 4’ in height and will be located as flagged in the field or less in order to improve habitat quality for sagebrush steppe dependent species. Areas where sensitive plant species occur will be avoided as indicated on the practice requirement sheet and/or supporting documentation. Piling for habitat values is generally done by hand or with limited equipment use in cases where equipment is already operating inside the project area.
- “Drop and Drive” – Where juniper is to be felled by chainsaw or other manual method and left in place to decompose, individual trees will be limbed to reduce the height of the felled juniper to 4’ or less in order to improve habitat quality for sagebrush steppe dependent species. Whenever feasible, intact sensitive species identified on the practice requirement sheet will not be inhibited by the placement of the dropped juniper or associated slash. This approach is most applicable to situations where juniper canopy cover is less than 10%.
- Lop and Scatter – Where this approach is used, cut material is distributed in a manner which does not inhibit the release of intact sensitive species identified on the practice requirement sheet. Treatment may be mechanical or manual. This method is mainly applicable to areas where juniper canopy cover is less than 20%.

If chemical methods of treatment are used, all label restrictions concerning grazing, haying, or other uses will be applied.

Treatment areas with perennial herbaceous vegetation will be deferred from livestock grazing for the entire growing season (spring green up until seed set of key species each spring and summer) for a ***minimum of one year*** if the area receives at least 10 inches average annual precipitation and a ***minimum of two years*** if the area receives less than 10 inches average annual precipitation following the treatment, except for a specific kind of browsing animal being used as a biological control method. Additional periods of livestock deferral may be needed prior to treatment application based on the treatment method used. If chemical methods of treatment are used, all label restrictions concerning grazing, haying, or other uses will be applied.

Drought following treatment, low vigor of desirable grasses, invasion of the treated area by undesirable plants, and/or other abnormal conditions may make it desirable to extend the deferment beyond the above requirements. If any of these conditions exist, the NRCS conservationist will inform the cooperator of required additional deferment periods.

VII. MONITORING

The collection of baseline and post treatment data is required to determine the effectiveness of the brush management application. Minimum data collected will include an estimate or measurement of pre-treatment cover or density based on aerial photography or field data and photographs documenting post-treatment conditions. Other methods may be desired depending on the treatment objectives.

Monitoring techniques are identified by the conservation planner and implemented by the client or designated parties.

VIII. MAINTENANCE

The life of this practice can be assured or extended by thorough and timely operation and maintenance. Some recommendations to help develop a successful operation and maintenance program include:

- Prescribed Grazing shall be applied to ensure desired response from treatments.
- Following initial application, some regrowth, sprouting, or reoccurrence of brush should be expected and planned for.
- Spot treatment of individual plants or areas will be done as needed.
- Landings, roads, and skid trails will be surveyed for undue erosion subsequent to treatment and corrective actions taken as needed to prevent hydrologic connection of non-natural drainage features.
- In some situations, it may be appropriate to apply a maintenance treatment following a previous brush management treatment, to extend the life of the practice and achieve desired long-term objectives.

IX. OTHER REQUIREMENTS

The owner, operator, or other persons shall conduct all work and operations in accordance with proper safety codes for the type of equipment and operations being performed with due regard for the safety of all persons and property.

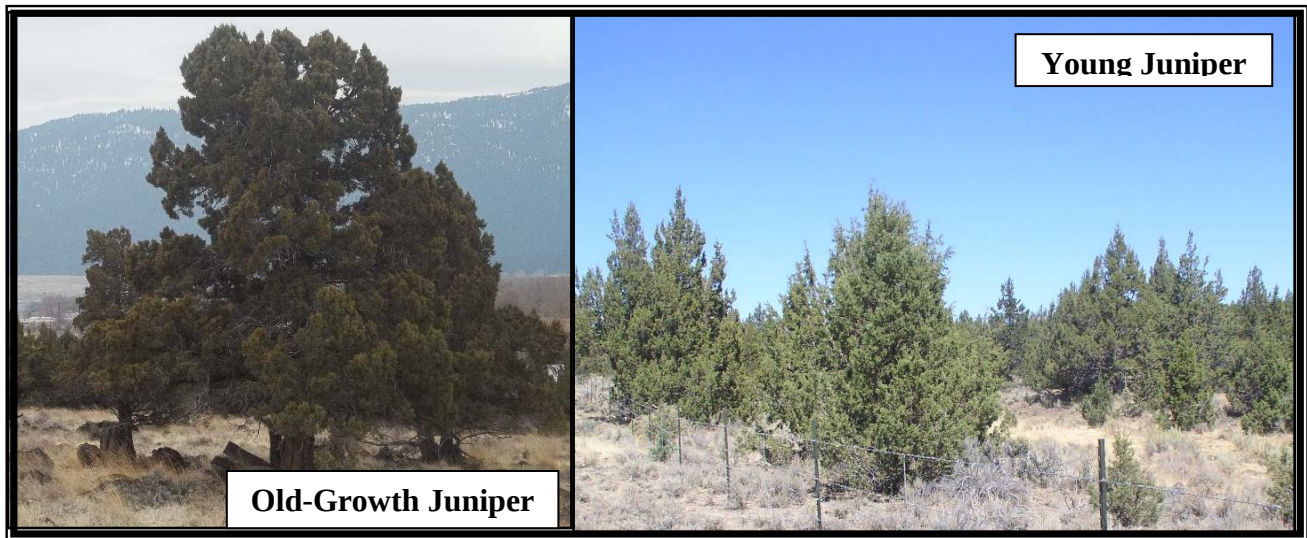


Figure 1 –Old Growth versus Young Growth Western Juniper (Consult Table 1 for key differentiating factors)

Table 1. Western Juniper Growth Form* and Site Characteristics		
Characteristic	Relatively Young Trees	Relatively Old Trees
Crown shape	Conical with pointed tip	Flattened, rounded, or uneven top
Branch structure	Branches become progressively smaller from bottom to top of tree	In open stands, large branches near the base
Dead wood	Little dead wood in the bole, few dead branches, little to no foliose lichen	Dead branches, bark missing, covered by a light green lichen.
Bark	Flaky, relatively thin with limited or shallow vertical furrows	Thick, fibrous with well-developed vertical furrows
Leader growth	Terminal leader growth in the upper ¼ of the tree, usually >2 in. In open stands, leader growth >2 in. from bottom to top	Leader growth in the upper ¼ of the tree usually <1 in.
Site Location	Due to broken fire cycle, younger trees have encroached upon a range of sites, including those with fair to good quality soils. Vegetation is typically dense when compared to sites where old-growth juniper typically occurs.	Tree locations protected from recurring fire due to low fuel continuity. Typical areas include ridge tops, lava spurs and other sites of low productivity such as those with very shallow and/or rocky soils.

* Growth form and morphological characteristics vary across trees and stands so usually several characteristics are required to differentiate between young and old individuals of the species.

Miller, R.F., J.D. Bates, T.J. Svejcar, F.B. Pierson, and L.E. Eddleman. 2007. Western Juniper Field Guide: Asking the Right Questions to Select Appropriate Management Actions. U.S. Geological Survey Circular 1321.

ATTACHMENT “F”

NRCS Code 384



Natural Resources Conservation Service

Practice Specification Woody Residue Treatment (Code 384)

I. DEFINITION

Treating woody plant residues created during forestry, agroforestry and horticultural activities to achieve management objectives.

II. PURPOSES

- Reduce hazardous fuels and wildfire risk of harm to humans and livestock.
- Reduce the risk of harmful insects and disease.
- Protect/maintain air quality by reducing the risk of wildfire.
- Improve access to forage for grazing and browsing animals.
- Improve the soil organic matter and maintain or improve soil health and soil quality.
- Improve the site for natural or artificial regeneration.
- Enhance aesthetics.



Figure 1. Woody Residue Treatment reconfigures and often reduces the amount of forest slash.

II. WHERE USED

This practice applies on areas with quantities of woody slash and debris requiring treatment to meet objectives. The major locations in California where the practice is used are in conifer forests, mixed hardwood forests, rangelands with substantial woody shrubs, and agro forestry orchards settings.

III. CONSERVATION MANAGEMENT SYSTEM

Woody Residue Treatment is a practice that is part of an overall conservation management system for forest lands or other lands that create woody debris from management actions or catastrophic natural events. If left alone, the debris creates a hazardous condition(s) that places the remaining trees and/or shrubs, ecosystem functions, and human life and assets at risk. Woody Residue Treatment in forest settings is often associated with tree or brush silvicultural cuttings or cleanup of excess woody debris from natural accumulations or catastrophic events such as wildfire, pests and wind. The most common use of Conservation Practice Standard (CPS) 384 in EQIP forestry projects is when CPS 666 Forest Stand Improvement is used for tree or shrub thinning.

In California's forested setting, the practice is mainly used to "treat" excess woody plant material to reduce fuel loads/fire hazards to acceptable levels, aid in wildfire control, protect human infrastructure and prepare sites for desired regeneration. "Treat" or "Treatment" in this context means a purposeful action to modify debris quantity and arrangement or disposal of the vegetation from the location where it was generated.

IV. Planning and Specifications

Plans and specifications will be developed on each management unit where the practice will be applied. The Implementation Requirement (IR) sheet will state the objective, treatment method, timing, protection measures/Best Management Practices, and acceptable completion level.

Planning and inventories are required for determining need, condition and extent of woody debris treatment. Planning will lead to information on intensity, method, and timing of woody residue treatments. Timing of treatment coincides with achieving intended purposes and minimizing impact on other resources.

In planning for treatment, consideration should be given to leaving some debris for biological diversity (Figure 3). Consider retaining small vegetated areas that coincide with unique features such as wet areas, rocky or steep terrain, down logs and snags, or other valuable habitat elements.

Residual slash and debris left on the site after treatment will be in a condition and amount that will not present an unacceptable fire, safety, environmental, or pest hazard nor interfere with other on-going or planned management activities. A post-treatment assessment is usually needed to determine if desired conditions were achieved and if future treatment is needed.

V. WOODY DEBRIS TREATMENT ASSESSMENT

As part of the planning and specification process, an assessment must be made to determine the need, intensity and suitable methods of woody debris treatment. Consider the following information about existing conditions:

- **Soils and Appropriate Soils Interpretations:** Identify soil map unit descriptions, erosion hazards, suitability for mechanical equipment, soil compaction resistance and potential damage by fire. Choose the slash treatment method that is appropriate for the purpose, soil, volume of material to be treated, condition of the material, and site factors. For example: some soils have low suitability for equipment use or high soil compaction risk. For soils like these, the planner's specifications will focus on hand treatments or mitigate for the use of equipment.



Figure 2. Thinning debris - Slash produced from the mastication of materials during a pre-commercial thinning usually requires no further treatment.



Figure 3. Biodiversity debris - Conifer forest area where some woody debris was left for biological diversity.

Fuel Load: Estimating the amount of woody debris on the site contributes to determining need and type of treatment. A variety of methods and combination of methods are acceptable

for estimation of residue quantity. These include USFS photo series¹, down wood transects (GTR-INT- 16, 1974, Brown), or for quick field estimations using Forestry Clipboard tables.²

- **Fuel loading estimation provides information on whether fuel treatment is necessary and the intensity of the level of treatment.**
- **Fuel loading as low as 2 bone dry tons (BDT) per acre can contribute to flame lengths and fireline heat intensity that diminishes wildfire suppression efforts.**
- **When the woody debris is less than 8-10 dry ton/acre and it is unevenly distributed and non-continuous, lop and scatter may be an appropriate method of treating this slash.**
- **In critical road side areas, WUI areas, fuel breaks, or other fire suppression access areas, residual slash should be much lower, often less than 2 BDT/acres and highly rearranged (e.g. chipped) to reduce fire behavior and spread to other vegetation.**
- **Steeper terrain will require more intense treatments.**
- **Past experience shows that typical overstocked second growth Sierra Mixed Conifer forests result in 20 to 30 BDTs/acre of slash following tree thinning.**
- **When high-levels of slash treatment are needed, chipping and masticating of thinned trees and shrubs is the preferred method for woody debris disposal when heavy ground equipment is suitable.**

USFS Photo Series for Quantifying Forest Residues – Below are photo series from USDA-Forest Service General Technical Report PNW-52 1976. They show accumulated tonnage of slash. Tonnage computations are based on oven-dry weights and air-dry volume. Use these as ways to estimate the amount of woody debris that will result from a project.

¹ Photo series examples are PNW-GTR-51, 52, 95, 105, 231, 258), fuel hazard estimator for post-Pre commercial thinning (PNW-57, 1968, Fahnestock.

² See NRCS-WA 384 Practice Specification
https://efotg.sc.egov.usda.gov/api/CPSFile/17987/384_WA_GD_Woody_Residue_Treatment-Specification_Guide_2018



Figure 4. Complete stand removal - Total slash accumulation after a block harvest is 38.2 tons/acre (8.1 tons/acre for size class 1.1-3.0 inches in diameter; 6.3 tons/acre for 3.1-9.0 inches; 17.2 tons/acre for 9.1-20.0 inches and 6.6 tons/acre for 20.1+ inches). Slash treatment could involve piling and burning, broadcast burning, and/or chipping followed by removal, or removal. To achieve a 9 ton/acre criterion, approximately 30 tons/acre of slash is considered excess.

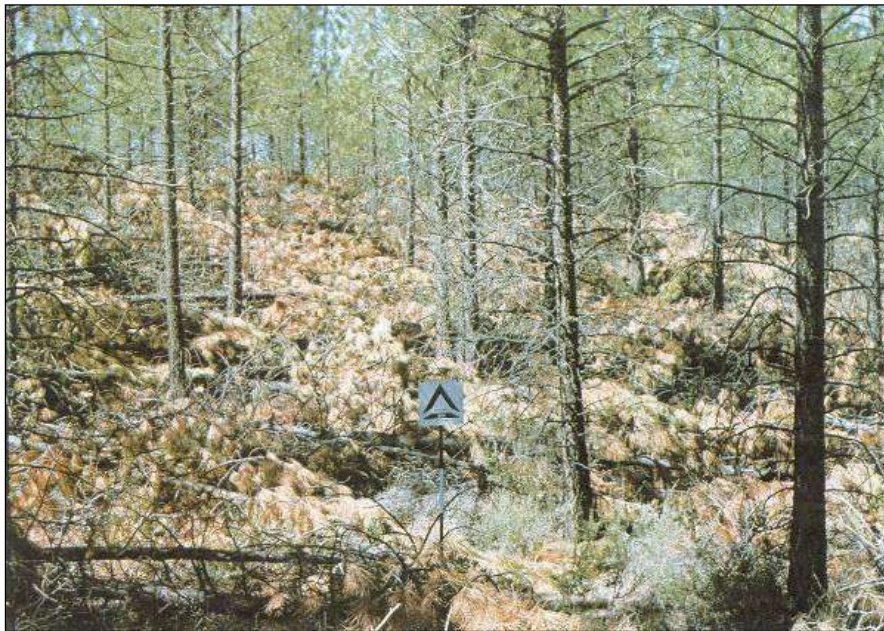


Figure 5. Heavy fuel load PCT: - Total slash accumulation after a precommercial thinning (PCT) is 23.0 tons/acre (6.7 tons/acre for size class 1.1-3.0 inches in diameter; 12.8 tons/acre for 3.1-9.0 inches; and 3.5 tons/acre for 20.1+ inches). Slash treatment could involve piling and burning, and/or chipping followed by removal, or removal. To achieve a 9 ton/acre criterion, approximately 14 tons/acre of slash is considered excess.



Figure 6. Light Thinning - Total slash accumulation after a partial harvest is 6.3 tons/acre (3.4 tons/acre for size class 1.1-3.0 inches in diameter; 2.9 tons/acre for 3.1-9.0 inches). Because slash is less than the 9 tons/acre criteria and inconsistently distributed, slash treatment could consist of lopping and scattering to meet the less than 18" to 30" height criteria.



Figure 7. Moderate fuel load thinning - Total slash accumulation after a precommercial thinning is 7.8 tons/acre (5.5 tons/acre for size class 1.1-3.0 inches in diameter; 2.3 tons/acre for 3.1-9.0 inches). Although slash is less than the 9 tons/acre criteria, lop and scattering of slash is not recommended due to the consistent distribution of the slash.



Figure 8. Heavy fuel load, Ceanothus Mixed Chaparral, Angeles National Forest. Total standing biomass 39.7 tons/ac (26.8 live/12.9 dead)

- **Site Factors** - Site factors are physical, climatic, or regulatory circumstances in the forest that may affect equipment, treatment method choice, and/or timing of treatment. Examples of site factors are steep slopes, average annual precipitation, rock outcrops, sensitive areas, broken terrain, condition and quantity of fuel on adjacent stands, and state or local regulations and required permits.
- **High Fire Hazard Areas and Public Roads and Building** - When fuels reduction/wildfire risk reduction is the purpose, focus on treatment methods that result in intense slash treatment or removal/disposal of slash from the site. These areas are the most common/frequent locations where NRCS-CA EQIP forestry projects occur:
 - 1) High to extreme fire hazard areas,
 - 2) Wildland Urban Interface areas in Communities at Risk,
 - 3) (i) Areas within 100' of public or private roads; ii) 100-500 feet from permanent buildings maintain for human habitation; iii) within 200-500' of public use areas; (iv) fuel breaks, and (v) priority fuel hazard reduction areas identified in a local fire plan,
 - 4) Tier I Tree Mortality areas as designated by the Governor's Tree Mortality Task Force, and
 - 5) Low precipitation zones of less than 36" per year.
- **Safety and Aesthetics** - Remind the participant of the safety and aesthetics considerations for the selected methods. Mechanical slash treatment can be very disturbing and highly change the forest conditions. Landowners may not be familiar with this type of action. Treatment conditions are not long lasting and disturbed soil and surface slash should be restored to more natural conditions in a few years.

VI. SLASH TREATMENT METHODS AND TREATMENT SPECIFICATIONS

CPS 384 Woody Residue Treatment Methods	
Treatment Method	Uses and Characteristics
Lop and Scatter	Suited to areas with lower slash accumulations; low cost; labor intensive; residual debris after Lop/Scat can be a fire hazard concerns.
Hand and Tractor Piling and Burning	Suited to areas with heavy slash accumulations; hand piling is used in steeper, inaccessible areas. Tractor piling very commonly used; very thorough treatment method but can have substantial impacts on soil health. Pile burning presents air quality and GHG emissions issues.
Chipping/Mastication	Preferred method for treating slash and thinning vegetation; thorough treatment; limited to <35% slopes; costly.
Windrows	Not used much in forested settings. Similar concerns as tractor piling.
Crushing	Limited use; for situations with low fuel volumes.
Prescribed Fire	Limited use in NRCS-CA. Effective in reducing low to moderate fuel loads with well configured slash; useful in areas where other treatments are impractical; relatively inexpensive; associated with risk of fire escape and smoke emissions; Fire Plan required and should be prepared by National Wildfire Coordinating Group (NWCG) qualified burn boss personnel or CAL FIRE, or consistent with amendments to NRCS-CA Prescribed Burn policy.
Air Curtain Burner (ACB)	An alternative to open pile burning. Requires special (ABC) equipment. Benefit is lower smoke emissions. Limited number of equipment available.
Biochar	An alternative to open pile burning. Requires special techniques and often “burn kilns” and water quenching to slowly/anaerobically burn woody debris. Techniques can reduce smoke emission and create a charcoal-like end product that may be useful for on/off-site soil amendment.
Removal	Most thorough level of slash treatment; requires specialized equipment; expensive; when slash is utilized at a biomass plant, permits required.

Slash treatment methods used in NRCS-CA consist of the following:

A. Lop and Scatter

Lopping is the cutting of limbs, branches, treetops, small diameter trees, or other woody plant residue into lengths so that the remaining slash will lie close to the ground. Scattering is the spreading of lopped slash evenly over the ground so that the remaining slash will lie close to the ground. This method is suited to areas with lower slash accumulations or steep areas where equipment cannot treat slash more thoroughly.

The treatment can result in reduced fire behavior due to decreasing vertical ladder fuels and increasing the space between surface fuels and live crown base. It also improves aesthetics and distributes material more uniformly and closer to the forest floor for faster decomposition.



Figure 9. Lop and scattering - Lop and scattering cuts slash and spreads it evenly across the ground. Untreated vegetative debris creates a fire hazard, pest breeding habitat, and impediments to revegetation and grazing.

1. Maximum Allowable Height from Soil

Surface: 30 inches (18 inches in high fire hazard areas) (80% of material is 30"/18" or less from the ground.)

2. Maximum Allowable Residue Lengths: 30 inches (80% of material is 30 inches or less in length.)

3. Ground Contact Optimized: 80% of material is in contact with the ground.

4. Special Protection Measures/Requirements: include in the IR all that apply:

Any slash generated within 100 ft. of habitable structures or public and private roads open for use will be hauled away, chipped, or piled and burned.

Watercourses present - Do not place any slash in any watercourse channel, seasonal stream, or riparian buffer zone.

Steep slopes with large woody debris - Large tree boles/logs greater than 6 inches diameter of any length may be decked or left in place when in contact with the ground. Cutting of boles to ensure ground contact may be needed.

B. Chipping/Shredding

Chipping/Shredding (aka mastication) is the processing of slash through a mobile mechanical chipper to produce chipped or shredded material that is distributed on site or utilized offsite as landscape mulch or biomass energy. For safety purposes, humans and animals must be excluded from areas being treated by equipment that flails and throws chips and chunks. Care must be taken to operate the machinery to minimize bark damage to the residual trees.

Mastication is the preferred woody residue treatment methods because it highly reconfigures slash into a minimum fire hazard condition; adds organic material to the soil to improve soil health; cushions heavy equipment movement over the soil; and provides GHG emission reduction benefits by avoiding pile burning of slash. It is also very “selective”, in that a skilled operator can select each individual tree/shrub to treat and highly customize the post treatment forest condition.

There are a variety of mastication equipment configuration. Shown above in Figure 9 is equipment with from mounted rotating drum with cutting blades. Other equipment uses a mechanical arm (see page 1) with rotating heads that can stay stationary and reach a shrub or tree to chip. This results in the ability to highly select a piece of vegetation to be treated and reduce the “footprint” of the equipment on the forest floor.

The method has limitations. The equipment can typically not be used on slopes over 35%. It can only treat woody debris that is a maximum diameter size of 10-12 inches diameter. In projects with large sized logs resulting bark beetle or catastrophic fire damage, other logging equipment must be used. The treatment is very expensive ranging \$1,000 to over \$2,000 per acre. Contractors are in high demand and it is often difficult to implement treatments in a timely manner. As with all heavy equipment in forest operations, heavy equipment cannot be used during wet/saturated soils periods to avoid erosion and soil compaction.

1. **Maximum Allowable Mulch Depth:** 4 inches (80% of mulched areas are 4” deep or less) or 6 inches depth when chipped/masticated material is placed in an isolated cleared area such as a landing.
2. **Maximum Allowable Residue Lengths:** Mastication operations will leave residues where 80% are less than 18 inches in length, 60% are less than 12 inches in length, and 40% are less than 8 inches in length. 20% of the material may be longer lengths.
3. **Special Protection Measures/ Requirements:**

Chips will not be applied or distributed to areas where migration to surface waters is likely in high precipitation events. Spread chips evenly away from the base of any crop tree.

Materials for chipping or shredding are free of chemically treated wood and other contaminates.

Large logs (e.g. greater than 10 inches DBH deteriorated material often resulting from wildfire or bark beetles), may be decked on site. All limbs and all tops to a 10-inch diameter will be chipped, shredded, or burned to reduce fuel accumulations.



Figure 10. Front end masticator - Mastication is the preferred choice for woody residue treatment

Logs will be decked in isolated areas where they will not create fuel hazards or other environmental resource concerns, such as impacts to water or soil quality.

Do not damage boles (remove bark) of live, standing, residual trees during equipment operations.

No new tractor trails or heavy equipment operations on slopes greater than 35%, except for limited distances on up to 45% slopes.

Operations with heavy equipment shall not occur during periods of wet weather with saturated soil conditions as defined by the California Forest Practice Rules.

C. Pile and Burn

Piling is placing, laying, heaping or stacking of slash into piles which may or may not be burned. Burning is igniting piled slash under prescribed conditions to reduce the amount and continuity of fuels. These methods are suited to areas with adequate spacing between residual trees or areas with few or no residual trees.

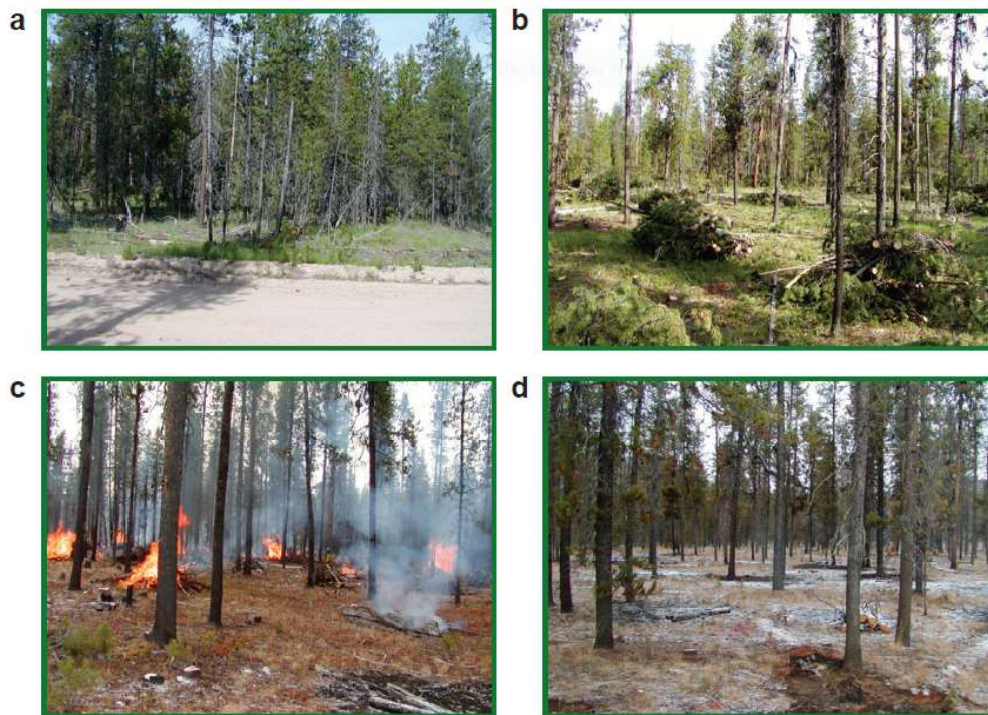


Figure 11. Piling and burning - A combination of hand slashing, piling, and burning the piles were used to accomplish objectives. The figure shows (a) before treatment, (b) hand slashed piles, (c) pile burning, and (d) after treatment (RMS GTR 292.)

1. General requirements for all piling and burning

When slash and other debris will be burned onsite use NRCS CPS Code 338, Prescribed Burning (when CPS 338 pile burning scenarios are available).

Landowner is responsible for obtaining and possessing, prior to ignition, a valid burn permit from a fire protection and/or an air quality agency having the authority for issuing burn permits. The landowner is responsible for following all conditions on the burn permit and applying appropriate smoke management practices to minimize air pollution impacts on the public. Follow any burn plan written specifically for pile burning.

Compliance with State fire protection statutes (Public Resource Code 4427) is required regarding equipment needed during open burning (sharp point shovel and fire extinguisher etc.) and fire suppression tools when operating internal combustion engine equipment (Public Resource Code 4428).

Use appropriate control measures to ensure fire is contained within piles. Measures include bare mineral soil clearing around piles, on-site presence of appropriate suppression tools (shovels, McCloud, rake, etc.), trenching to catch rolling debris, and water to extinguish fire escapes.

Do not place piles on top of large rocks, logs, stumps, or within watercourses, dry seasonal watercourse swales, ditches, and roads subject to vehicular traffic.

Burning should be performed under low risk weather conditions, preferably in winter months, during rain or snow or when fuels and vegetation are wet, relative humidity is high, and winds are light.

Piles that will be burned later may be “teepeed” to shed water or, if small, temporarily covered with water-resistant paper or plastic to allow material beneath to dry.

Synthetic materials (e.g. old tires, petroleum products) will not be incorporated in piles.

Slash will not be piled or burned in any watercourse channel, buffer zone, or ephemeral drainage carrying seasonal runoff.

Any slash generated within 100 ft. of habitable structures or public and private roads open for use will be hauled away, chipped, or piled and burned.

2. Handpile-Burning

Maximum Allowable Pile Height: 4 ft.

Maximum Allowable Pile Diameter: 4 ft.

Maximum Density Per Acre: 90 piles or less per acre.

Special Hand Piling Protection Measures/Requirements:

Handpiles have a minimum 10-foot width of clearing to mineral soil around the pile.

Construct piles slash/woody debris at least 15 feet from retained trees.

Note: Size and density per acre of hand piles are not critical factors for many situations and can vary from the above specifications. Piles size can often be increased where there is suitable space for burning. Suitable piling burning space includes locations which avoid tree scorching, live tree basal cambium intense heat exposure, and ignition of other flammable vegetation.

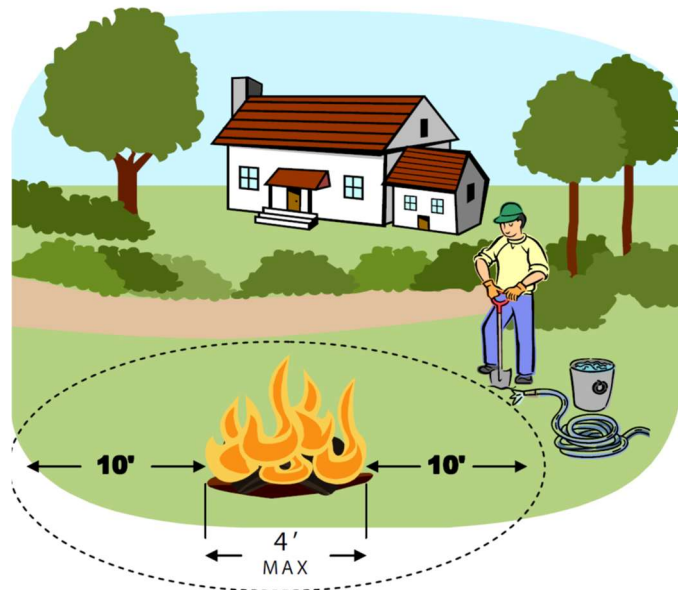


Figure 12. Hand pile - Hand piles are used with low amounts fuel or when equipment is not suited for the area.

3. Tractor Piling-Burning

Maximum Allowable Pile Height: 10 ft

Maximum Allowable Pile Diameter: 30 ft

Maximum Density Per Acre: 30, or less as needed to avoid residual tree scorching.

Maximum Slash Length: 8-foot sections or less with occasion longer lengths.

Figure 13. Tractor pile - Tractor piling and burning is useful where there are large amounts of slash and adequate space to pile slash and burn piles. Insect tree mortality projects typically use tractor piling and burn.



Tractor Piling Special Protection Measures and Requirements:

Tractor piling equipment may be used on slopes greater than 35%, except for limited distances on up to 45% slopes.

Construct piles of slash/woody debris a sufficient distance from retained trees to avoid fire or heat scorch to residual tree.

Piles shall be in openings outside, drainages riparian buffers, and at least 30 feet from snags.

Areas of uncleared live and dead grass/forbs, shrubs, and trees are recommended to be retained on the site for biodiversity and erosion control purposes. When size of an individual untreated areas exceeds 2% of the size of the treatment area, it is excluded from payment.

Do not damage boles (remove bark) of live, standing, residual trees during piling. Slash and vegetation may be left in place where vegetation is so close to leave trees that the removal of the vegetation would cause damage to the leave trees. Leave trees and vegetation not specified to be treated shall be left undisturbed.

Limited amounts of woody debris which are less than 3 inches in diameter and less than 18 inches in length may be left for ground cover. If the slash cover exceeds 50%, pile the smaller fuels to meet the slash piling requirements.

Large logs (e.g. greater than 10 inches DBH, deteriorated material often resulting from wildfire or bark beetles), may be decked on site. All limbs and all tops to a 10-inch diameter will be chipped, shredded, or burned to reduce fuel accumulations. Logs will be decked in isolated areas where they will not create fuel hazards or other environmental resource concerns, such as impacts to water or soil quality.

Piles shall be compact and be as free of dirt as possible. When machine piling or windrowing, a “brush rake” (blade with tines) or grapples will minimize pushing surface soil into slash accumulations. Use of piling equipment with brush rakes or grapple tools are preferred instead of straight dozer blades.

Avoid to the greatest extent possible actions which remove duff layer from soil and create bare mineral soil (except for fire breaks around piles).

In areas where no remaining trees are live, use fewer and larger piles to facilitate burning.

All materials partially pushed over, hung up, left in an unsafe position, shall be either reworked with the tractor or felled by hand.

Operations will occur during dry soil conditions to the greatest extent possible. Soils will not rut greater than 6 inches in depth over distances greater than 25 feet. Displacement will not affect more than 10% of any acre.

Soil disturbance caused by the operations which may cause erosion shall be cross raked on the contour or mitigated with waterbars.

The dozer line for fire control around the tractor piles shall be "one blade wide" (approx. 10 feet). It shall be cleared to mineral soil. Waterbars are to be constructed as needed and completed before rain events. When possible, roads and other natural barriers may be incorporated with the line.

Grapple piling shall adhere to the same specifications as stated for tractor piles.

Consideration for nearby Pine Beetle Infestations - In areas with pine bark beetles, piles containing green material will be burned within two months if conditions permit. If residues are green and cannot be burned within two months of pile creation, it will remain scattered on the ground until a burn window is available. Slash must be piled or chipped before practice can be certified.

When pine beetle activity is low (normal), a limited number of deck logs and slash piles isolated from other slash or live vegetation may be left (approximately 2-3 moderately sized piles per acre) unburned for wildlife habitat. Refer to Conservation Practice Specifications, Structures for Wildlife (Code 649), for details on piles left for wildlife, number of piles, and size of piles.

D. Air Curtain Burning

An alternative to pile burning is use of “air curtain burning” equipment. ACB machines operate by blocking various air pollutant emissions including greenhouse gases and PM by using a high velocity airflow from the air blower part which is referred to as “air curtain”. ACBs are divided into two main types, stationary (positioned at the centralized landing area) and mobile applications (half-ton pick-up truck mounted system).

Past studies show that ACBs can reduce CO₂ and PM emission by 80% compared to open pile burning and reduce smoke opacity. In addition it also minimizes escaping ember, soil damage and burn scars by creating the air curtain across the box. This residue treatment method is considered a clean air pollution control burning method to dispose of forest residue. Burning consumption rates, availability of equipment, and operating cost of disposals vary among ACB systems. CAL FIRE has purchased in 2018 10 ACBs and experience will be gained from their use.



Figure 14. Air curtain burners treating forest slash on a landing.

E. Biochar

Burning slash to create biochar is an alternative method to open pile burning. Biochar is a modern technology that returns carbon to the soil in the form of long-lasting charcoal. It's made by baking biomass (such as tree wood, plants, manure, and other organic materials) without the oxygen that could cause it to burn completely to ash.

It requires special techniques and often “burning kilns” and water quenching to slowly/anaerobically burn woody debris. Techniques can reduce smoke emission and create charcoal-like end product that may be useful for on/off-site soil amendment.

In this process, woody debris is retrieved from forest locations, cut in appropriate size pieces, piled, and burned in kilns designed to create biochar. A plan for quenching biochar will be in place prior to lighting kilns, and the capability for quenching will be maintained during firing and while the char is cooling. Woody debris of sizes not appropriate for biochar processing will be decked, burned, or treated using another disposal method.

Contact the State Forester for information needed for Implementation Requirements when choosing to use biochar burning process.

Request for Proposal – SIR Upper Rancheria Restoration Project 2026



Figure 15. The Forestry Flame Cap Kiln. Designed by Wilson Biochar Associates for use in forestry to convert burn piles to biochar. Newer model will have fork pockets for lifting and unloading. Biochar for Forest Restoration in the Western United States – 9-18-15 (rev.3-15-16)

F. Crushing

Crushing breaks and presses slash on or into the ground surface. This occurs when harvest or thinning equipment drives over slash created during the operation. This method involves the use of heavy ground-based equipment that crush slash to a depth not exceeding 2 feet. The closer crushed material is to the forest floor, the quicker decomposition occurs and the less chance of fire reaching into the above canopy layers.

- 1. Maximum Allowable Height from Soil Surface:** 2 feet (80% of material shall be 2 feet or less).
- 2. Maximum Allowable Residue Lengths:** 48 inches
- 3. Ground Contact Optimized:** Maximize material contact with soil for rapid breakdown.
- 4. Special Protection Measures/Requirements; include in IR all that apply:**

Any slash generated within 100 ft. of the habitable structure or public and private roads open for use will be hauled away, chipped or piled and burned.

Potential for Watercourse Delivery - Do not place any slash generated in any watercourse or seasonal stream.

G. Windrows

Windrowing is piling slash on the contour of the terrain using equipment. It used very little in forest settings and is typically associated with forest restoration projects where brush is being removed to reforest.

- 1. Maximum height of pile:** 4 feet
- 2. Maximum width of windrow:** 10 feet
- 3.** Windrows longer than 200 feet will have wildlife openings.
- 4.** Windrows will be placed on the contour (perpendicular to the slope).
- 5.** Windrows will be placed far enough apart as to not interfere with required planting density.
- 6.** Windrows shall not create a fire hazard and be isolated from live or dead vegetation.
- 7.** Any slash generated within 100 ft. of a habitable structure or public and private roads open for use will be hauled away, chipped, or piled and burned.

H. Prescribed (Broadcast) Burning

This method consumes and alters slash by prescribed fire minimizing the risk of wildfire. It is suited to areas with low to moderate fuel loads, reliable fire control lines, and locations where smoke emissions are not a significant factor to nearby receptors. The practice is typically called broadcast burning as fire is intentionally set to burn throughout a secured area. Smoke management, production of air pollutants, and risk of fire escape are concern with this method.



Figure 16. Prescribed or “broadcast” burning - Used in highly secured area, must be implemented in accordance to NRCS CA policy and in accordance with Practice 338.

Treatments of excess woody debris using prescribed burning will be implemented using CPS 338 Prescribed Burning. CPS 384 may not be needed when slash is treated using prescribed burning.

In some cases, CPS 384 may be a facilitating practice for CPS 338.

All prescribed burning will comply with CPS 338 Prescribed Burning, NRCS National Prescribed Burning policy, and NRCS-CA Technical Guidance. Foremost among these is the need to have a prescribed burn which covers specific items and is written by a qualified person. For NRCS-CA, it is recommended that burn plans and burning implementation be conducted by National Wildfire Coordinating Group (NWCG) certified persons or CAL FIRE. The practice is not widely used in NRCS-CA and must involve conservation planning by persons with 338 Job Approval Authority (JAA) and review of all plans from a NRCS State Office Team consisting of the State Forester, State Range Conservationist, and other State Office specialists and Area Foresters with CPS 338 JAA.

Other facilitating practices for CPS 338, in addition to CPS 384, may be used for preparing fuels for burning and creating fire control lines (CAP 112 Prescribed Burn Plan, CPS 666 Forest Stand Improvement, 660 Tree/Shrub Pruning and CPS 394 Firebreak).

I. Removal

Slash is removed from the site. This method is suited to areas with higher accumulations of slash where other methods do not sufficiently reduce undesired materials. It is suited to locations where commercial biomass utilization is economically feasible or where there is a local county disposal site. The practice often involves logging equipment such as skidders, high powered chipper, and chip vans. Road access with wide radius curves and large chip processing landings are critical factors necessary for this treatment.



Figure 17. Removal by chipping -One method to remove slash from the site is to use high powered chippers and trucks to haul material to utilization or disposal sites.

In some tree mortality situations, high levels of large dead logs require removal from the property to meet resource concerns. Leaving these levels of large logs creates fire hazard or access barriers if left on site. Use CPS Practice 384 Log Disposal when planning indicates removal of large logs will be needed. CPS 500 Obstruction Removal can be used when logs have already been decked (e.g. post fire utility line clearing) and solely need removal from the site. (Consult with your engineering staff regarding use this practice.) Use these practices only when there is a demonstrated environment benefit or resource concern to be accomplished for off-site to disposal. When slash or large dead trees are removed for commercial utilization ("biomass"), add the Biomass Removal Checklist into the Implementation Requirements (IR):

Biomass Removal Checklist:

- ☐ Project will dispose of biomass from soils capable of growing commercial tree species (A or B list species) at a utilization facility.
- ☐ Appropriate CAL FIRE forest practice permit (e.g. permits per 14 CCR 1038 Exemptions or 1052 Emergency Notice) of the Forest Practice Rules has been filed with CAL FIRE by a Registered Professional Forester or Licensed Timber Operator as applicable.
- ☐ Appropriate landing and skid trail, spacing, construction, and closure requirements are provided and implemented consistent with standards in CPS 655-Forest Trails and Landings.
- ☐ Project will utilize the biomass material as feedstock for:
 - ☐ Fuel to generate renewable electricity at a biomass-fueled power plant
 - ☐ Renewable fuel production (e.g. renewable diesel or syngas)
 - ☐ Mulch ☐ Animal Bedding ☐ Biochar
 - ☐ Treating unpaved roads and surfaces as a dust suppressant
 - ☐ Other:

VII. FACILITATING PRACTICES

Woody Residue Treatment is commonly used with other practices to effectively and economically achieve silvicultural objective. Facilitating practices include Forest Stand Improvement (666), Tree/Shrub Pruning (660), Tree/Shrub Establishment (612), Tree/Shrub Site Preparation (490), Windbreak and Shelterbelt Renovation (650), Prescribed Grazing (528), Fuel Break (383), Prescribed Burning (338), Critical Area Planting (342), and Obstruction Removal (500).

VIII. SPECIAL REQUIREMENTS

Permitting and Environmental Compliance

All activities associated with applying this practice shall comply with federal, state, tribal and local forestry and related laws and regulations. It is the landowner's responsibility to obtain appropriate permits and/or applications prior to commencing an activity. Typical permits that may be needed include slash burning from an air quality control district, commercial harvesting permit from CAL FIRE when vegetation is used for commercial purposes, Pesticide Control Advisors Report when herbicides are applied, archeological protection review by NRCS, TES protections, and stream bed alteration permits.

Compliance with State fire protection statutes (Public Resource Code 4427) is required regarding equipment needed during open burning (sharp point shovel and fire extinguisher etc.) and fire suppression tools when operating internal combustion (Public Resource Code 4428). Advise clients to contact local CAL FIRE Office for information. Also, CAL FIRE will advise on periods of

no/curtailed operations of equipment use and post operations fire patrols during extreme fire conditions such as Red Flag Warnings or Fire Weather Watch when issued by the National Weather Service.

Watercourse and Meadow Protection Standards

The Implementation Requirements (IR) shall include information on watercourses, riparian areas, wetlands, including a map, in the project area.

Protection measures/treatment limitations must be provided when the project affects any Class I or II perennial watercourses, or Class III seasonal/intermittent watercourses³. Refer to the Table 1 below for watercourse protection zones in non-anadromous water bodies. If slopes are greater than 40%, the buffer will extend to the topographic break above the stream. All watercourse riparian stream buffer areas exclude entry by heavy equipment, except at existing crossing or designated locations.

Vegetation treatment and heavy equipment is generally excluded in watercourse buffer zones, particularly in remote areas that are not associated with WUI areas or presence of public safety infrastructure. These exclusions are needed to continue large snag/wood recruitment and avoid impacts to species that utilize aquatic and riparian areas such as fish, red-legged and yellow-legged frogs, Pacific fisher, and great gray owl.

³ See California Forest Practices rules section 14 CCR 895.1

Table 1 – Protection measures/treatment limitations for watercourse protection zones (Buffer Zones)

	Class I wet	Class II wet	Class III dry	Class III wet	Wet meadow
Work Exclusion Zone (from channel edge or edge of meadow)	25 ft.	25 ft.	None	25 ft.	100 ft.
Heavy Equipment Exclusion Zone (Hand work only)	75 ft.	25 ft.	25 ft.	25 ft.	N/A
Total Buffer for Limited Work	100 ft.	50 ft.	25 ft.	50 ft.	100 ft.

Vegetative treatments and equipment entry within watercourse buffer zones can be included when an assessment is made that the buffer treatment is needed to protect human life, structures Protection measures/treatment limitations, or public safety or commercial infrastructure assets that are at risk to damage from wildfires. Vegetative treatments and equipment entry to address post wildfire and insect mortality resource concerns can also be included following an assessment and consultation with a NRCS biologist. Contact a NRCS biologist early in the planning process if working in the buffer zones. Consultations may be required with USFWS, NOAA Fisheries, or other state or federal regulatory agencies (i.e. Lake, Streambed Alteration Permit, 401 Water Quality Certification, 404 Clean Water Act.)

Forest management operations outside the watercourse buffer zones will ensure tree falling and other operations will not fell trees into buffer zones so that no part of the tree enters buffer. Slash will not be placed, piled or burned in any watercourse channel, buffer zone, or ephemeral drainage carrying seasonal runoff. Additional operating restrictions around ponds will apply, contact below NRCS Biologist for specification.

Migratory and Threatened, Endangered, or Sensitive (TES) Birds and Other Species

Project activities will not commence until a biologist concurrence is received.

Migratory Birds: Work will not occur during the migratory bird nesting season unless an assessment is conducted to determine active nesting or breeding behavior. Assessments will be completed by NRCS staff persons knowledge on migratory birds. Assessments shall be conducted within ten days prior to the start of work. The nesting season varies by region. Below are the nesting season dates by region. Refer to Technical Note TN-Biology-CA-23 for complete information on measures to minimize disturbance migratory birds.

Generally, projects less than 10 acres in size are not required to conduct migratory bird assessments, as well as projects implemented after July 15. These projects are not expected to have migratory bird population level adverse effects. Consider conducting surveys on <10-acre projects when they are adjacent to other areas planned for treatment in the same year.

TES: No known threatened, endangered, sensitive (TES) or rare plants or animals, including migratory birds, will be disturbed or harmed. Measures to avoid disturbance to TES may be required if known species are present or suitable habitat is found on-site in areas accessible to TES. In consultation with NRCS Biologist, develop a project alternative that avoids or minimizes these potential effects. Avoidance and/or minimization measures may include:

- Buffer zones around nests and dens,
- Limitations to types of equipment and/or times used,
- Limited operating periods,
- TES monitoring prior to or during activities,
- Additional snag and downlog retention.

- Any requirements when provided from ESA consultation with USFWS, NOAA Fisheries, or requirements of a state or federal permit (i.e. Lake, Streambed Alteration Permit, 401 Water Quality Certification, 404 Clean Water Act.)

Snags

Projects shall be designed and implemented to retain standing dead and dying trees (snags) as wildlife trees. Snag shall be retained where they pose a minimal hazard to human safety and do not affect infrastructure such as roads, buildings, utilities or public safety or commercial features. Desirable wildlife trees/snags for retention include dead or dying trees and live “culls”; and larger trees with large forked or horizontal branches, broken tops, or existing cavities.

Snag requirements:

- Retain all snags, >15” dbh and >15’ tall, within Class I and II perennial watercourse protection zones and within 500’ of meadows.
- Retain an average of 1-2 snags per acre for all other areas.
- Exceptions to the above requirements:
 - Exception (a): Snags that can fall on roads and structures.
 - Exception (b): Where required for insect or disease control.
 - Exception (c): Where it is a threat to human health and safety (hazard).
 - Exception (d): When a biologist recommends a greater quantity for protection of TES habitat.
 - Exception (e): Fuelbreaks.
 - Exception (f): When the forester and biologist agree the quantities may be reduced, such as to address post wildfire or insect mortality excess biomass/wildfire hazard resource concern in buffer zones.
- Snags shall be designated prior to operations to ensure a sufficient number are retained, suitable snags are selected, and appropriate locations are sited.

Large Down Wood

Retain all pre-existing large wood on the forest floor, $\geq$ 12 inch dbh and 15’ length. Where debris is smaller diameter, retain at least six of the largest down logs per acre, with the following exceptions:

- Exception (a): When it is serving as brood habitat for beetle infestation.
- Exception (b): Where the density is such that it would contribute significantly to ground fuels, spread of wildfire, or hinders fire suppressions efforts.
- Exception (d): When a biologist, in consultation with the forester recommends a certain quantity for protection of TES habitat.
- Exception (e): When it hinders required maintenance.

Biological Diversity Retention areas

Consideration should be given to leaving some debris for biological diversity. Consider retaining small vegetated areas that coincide with unique features such as wet areas, riparian buffer zones, rocky or steep terrain, down logs and snags, or other valuable habitat elements. Target retaining 15% of the vegetation in the project area.

Archeology

No operations may begin until archeological clearance is provided by NRCS. No operations will occur in known archeology or historical sites.

Pest Control

1. **Pine Beetle Infestations:** When feasible, delay cutting live trees until the end of the bark beetle breeding period is completed, typically late fall. Avoid long time delays (2 months during breeding season) between green vegetation piling and burning. When Ips bark beetle species are a major problem, all slash > 9 inches diameter will be lopped to a maximum of 18-inch length.
2. **Sudden Oak Death (SOD) and Goldspotted Oak Borer** In areas with known infections of pathogen or insects, specific sanitation precaution will be implemented including no transport of woody outside the State designated Zone of Infestation, covering vegetative debris moved by vehicles, and equipment sanitization measures. Sanitation of equipment entering and leave these zones of infection is recommended.

See: BMP for SOD: <http://www.suddenoakdeath.org/wp-content/uploads/2014/12/forestry-08-10-with-new-2014-map.pdf>

Goldspotted Oak Borer: <http://ipm.ucanr.edu/PMG/PESTNOTES/pn74163.html>

Maintaining Soil Quality/Soil Health

All operations will be planned and executed in a manner that maintains or improves soil quality. This includes using machinery that minimizes compaction, displacement, rutting and other disturbances to the forest floor. Surface organic material will be retained or improved throughout the treatment process.

Soils, site factors, and timing of application must be suitable for any ground-based equipment utilized for woody residue treatment to avoid excessive compaction, rutting, or damage to the soil surface layer.

Operations with heavy equipment shall not occur during periods of wet weather with saturated soil conditions as defined by the California Forest Practice Rules.

No new tractor trails or heavy equipment operations on slopes greater than 35%, except for limited distances on up to 45% slopes.

IX. BASIS OF ACCEPTANCE

Upon completion of the work conducted by the owner/client, a field inspection will be made to determine if at least 85 percent of the planned work as described within the IR has been satisfactory completed. Individual untreated areas should not exceed 2% of the entire treatment unit. Untreated areas greater in size should be excluded from payment.

X. OPERATION AND MAINTENANCE

Access by vehicles or people will be controlled during treatment for safety. See CPS Access Control (Code 472).

Once a year after the completion of the work, the owner/client will conduct a field inspection to determine if the area requires additional attention.

Monitor populations and the potential of damage to site resources by harmful pests and take controlling actions as necessary. See CPS Pest Management Conservation System (Code 595).

Monitor vegetation growth. Unwanted vegetation or excessive regrowth may occur, requiring treatment

Identify locations that need work to reduce soil erosion.

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