



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Peter Goldmark - Commissioner of Public Lands

## REQUEST FOR PROPOSALS

RFP NO. 10-192  
Revised January 8 2010

PROJECT TITLE: Sale of Communications Site Facilities

PROPOSAL DUE DATE: January 29, 2010

EXPECTED TIME PERIOD FOR CONTRACT: April 1, 2010 – October 1, 2010

CONSULTANT ELIGIBILITY: This procurement is open to those Consultants who satisfy the minimum qualifications stated below and who are available for work in Washington State.

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**NOTICE**

*Persons with disabilities may request this information in alternate forms by calling the RFP Coordinator listed in Section 2.1 of this RFP. Persons with hearing impairments may call 1-800-422-7941 (TTY relay service).*

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## SECTION 1 INTRODUCTION

The Washington State Department of Natural Resources, called "DNR", is requesting proposals for the purpose of selecting a Consultant to provide expert advice to facilitate the sale of DNR Communications Site Facilities (hereafter referred to as "Facilities") with the successful bidder(s) entering into a ground lease with DNR and assuming outstanding facilities leases. Consulting services will include the development of a marketing program, and a strategy to obtain the highest sale value. Consultant will assist in the transfer of facilities, ground lease and assignment of associated leases to the successful bidder(s)/new owner(s).

### 1.01 Background

Over the past 50 years, DNR acquired mountain top facilities as part of land transactions, lease defaults and land purchases. In addition, numerous sites have been identified as valuable wireless locations and over the past twenty years DNR built numerous towers and buildings to attract new leases as cellular and other wireless systems expanded across the landscape.

Maintaining DNR-owned communications site facilities has been an increasing challenge for the past two decades. Specifically, funding for the maintenance, repair, upgrades and replacement of DNR's thirty-nine (39) commercial wireless communications buildings and twenty-six (26) steel communications towers has been inadequate.

An alternative to the current ownership model has been developed by DNR. Rather than continue to own and manage facilities, DNR intends to sell all of the Facilities: towers, buildings, generators and fuel tanks. No land would be sold; valuable mountain tops, ridges and locations ideal for future build-out of wireless facilities would remain in DNR's land portfolio.

The public auction sale will be structured to maximize both the sale price of the Facilities and the future revenue stream to DNR. All "DNR Facilities Leases" related to these Facilities will be assigned to the purchaser, with a negotiated percentage of gross income owed to DNR. The purchaser will acquire ownership of the Facilities, and all management obligations. The purchaser will pay DNR, and, possibly, other land owners, for access and road maintenance and repair. "DNR Land Leases" will be developed and signed between the purchaser and DNR.

### 1.02 Purpose. The purpose of the project is to:

Select through an open and competitive process a Consultant, which may include entities with investment banking, commercial real estate, financial advising or other expertise, to represent DNR's interest in the complex sale of commercial communications site facilities.

**1.03 Minimum Qualifications.** Any Consultant submitting a proposal for this RFP must be licensed to do business in the State of Washington, and demonstrate such in their proposal.

The Consultant must have a minimum of five (5) years experience providing services and consulting in the areas of telecommunications infrastructure and spectrum transactions, and demonstrate such in their proposal.

The Consultant must have conducted no fewer than five (5) complex communications tower transactions in the last five (5) years totaling no less than \$50 million in transaction values where the Consultant has been the principal agent/broker, and demonstrate such in their proposal.

Proposals from Consultants who do not meet these minimum qualifications will be rejected.

**1.04 Funding.** DNR will provide no funding for this project to the Contractor. Compensation will derive from a percentage of revenue from a successful sale.

**1.05 Period of Performance.** The period of performance of the contract resulting from this Request for Proposals (RFP) is tentatively scheduled for:

*April 1, 2010 through October 1, 2010.* Any amendments extending the period of performance will be initiated at DNR's sole discretion. DNR reserves the right to extend the contract for two six-month periods

**1.06 Definitions.** Definitions of terms used in this Request for Proposals include:

DNR - The State of Washington Department of Natural Resources.

Consultant - Person or company submitting a proposal in order to obtain a contract with DNR.

Contractor - Person or company whose proposal has been accepted by DNR and is awarded a formal written contract.

RFP - Request for Proposals. A formal procurement process where a service or need is planned but no specific service or method has been chosen. The purpose of an RFP is to permit the Consultant community to suggest various approaches to meet the need at a given price.

**1.07 Americans with Disabilities Act (ADA).** DNR complies with the Americans with Disabilities Act. Consultants may contact the RFP Coordinator to receive this Request for Proposals in alternate forms. Persons with hearing impairments may call 1-800-422-7941 (TTY relay service). This document can be prepared in Braille or on audio tape.

## SECTION 2 GENERAL INFORMATION FOR CONSULTANTS

**2.01 RFP Coordinator.** The RFP Coordinator is the sole point of contact in DNR for this procurement. All communication between any Consultant and DNR shall be with the RFP Coordinator, as follows:

|                         |                                                                               |
|-------------------------|-------------------------------------------------------------------------------|
| Name                    | Mark Savage                                                                   |
| Phone Number            | 360-902-1774                                                                  |
| Fax Number              | 360-902-1789                                                                  |
| City, State, Zip Code   | 1111 Washington Street SE<br>P.O. Box 47061<br>Olympia, Washington 98504-7061 |
| Internet/E-mail Address | mark.savage@dnr.wa.gov                                                        |

Communication with individuals other than the RFP coordinator will be considered unofficial and non-binding on DNR. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

**2.02 Submitting Proposals.** Consultants must submit four (4) duplicates of their proposal. Two duplicates must have original signatures, while two duplicates may have photocopied signatures. The proposal, whether mailed or hand delivered, must be received by the RFP coordinator or his delegate at the address listed in section 2.01 no later than 2:00PM, local time, on January 29, 2010

The proposal is to be sent to the RFP Coordinator at the address listed in Item 2.01 above. The envelope should be clearly marked to the attention of the RFP Coordinator.

Consultants who mail proposals should allow for normal mail delivery time to ensure timely delivery of their proposals to the RFP Coordinator. Consultants assume the risk for the method of delivery they choose. DNR assumes no responsibility for delays caused by a delivery service. Proposals may not be transmitted electronically.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of DNR and will not be returned.

**2.03 Proposal Format.** Proposals must be on eight and one-half by eleven (8 1/2 x 11) inch paper and placed in binders with tabs separating the major sections of the proposal. The four major sections shall include:

- 1) Letter of Submittal, including the signed Certifications and Assurances (Exhibit A);
- 2) Technical Proposal (Work Plan);
- 3) Management Proposal; and,
- 4) Cost Proposal.

Responses to each RFP question or request for information must appear in the proposal in the order presented in this RFP with the same headings.

**2.04 Letter of Submittal.** The letter must be written on the Consultants official business letterhead stationery. It must include the following, in the order given:

- 1) An itemized list of all materials and enclosures that collectively form the proposal;
- 2) A reference to all RFP amendments received by the Consultant by amendment issue date, or a statement that none were received;
- 3) A statement that the Consultant believes the proposal addresses all the mandatory requirements described in the RFP;
- 4) A statement which acknowledges and agrees to all of the rights of DNR including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in the RFP;
- 5) An expression of the Consultant's willingness to enter into an agreement with DNR that includes the terms and conditions of the contract included as an Exhibit to the proposal;
- 6) The Consultant's guarantee that the proposal as submitted will remain in full force for 60 days from the proposal due date specified in the RFP;
- 7) The Consultant may include any other topics or statements in the letter that the Consultant feels are appropriate;
- 8) The letter must be signed by an individual who has full authority to legally bind the entity submitting the proposal to the contents of the proposal; and
- 9) The letter must provide the Consultant's FAX number.

**2.05 Pre-proposal Conference.** DNR requires Consultants who intend to submit a proposal to attend the Pre-proposal Conference. This conference will be held on January 13 at 10:00AM at the Washington State Natural Resources Building, 1111 Washington Street SE, Olympia, Washington, 4<sup>th</sup> floor. Attendance, or participation via conference call connection, is mandatory. Directions have been included with the cover letter and are attached as an exhibit to this RFP. A Consultant who does not attend or participate is disqualified from submitting a proposal under this RFP.

DNR will send a copy of the questions and answers from the Pre-proposal Conference to each Consultant who participates in the Pre-proposal Conference, and any entity requesting a copy. Written questions may be submitted in advance of the conference to the RFP Coordinator. DNR will be bound only to written answers to questions; oral responses given at the Pre-proposal Conference are unofficial.

**2.06 Estimated Schedule of Activities**

|                                                                                                      |                      |
|------------------------------------------------------------------------------------------------------|----------------------|
| Advertise                                                                                            | December 14          |
| Issue Request for Proposals                                                                          | December 14          |
| Pre-proposal Conference or Questions (if applicable)                                                 | January 13           |
| Issue addendum to RFP detailing responses to questions from the Pre-proposal Conference or Questions | January 20           |
| Proposals Due                                                                                        | January 29           |
| Evaluate Proposals                                                                                   | February 1-3         |
| Conduct telephone interviews with finalists, if required                                             | February 3-5         |
| Announce apparent Successful Contractor and provide fax Notification to Unsuccessful Proposer(s)     | February 8           |
| Hold Debriefing Conferences (if requested)                                                           | February 10          |
| Negotiate Contract                                                                                   | February 15- March 5 |
| Draft Contract                                                                                       | March 8              |
| File contract with OFM (required)                                                                    | March 15             |
| Sign Contract and begin Work                                                                         | April 1              |

DNR reserves the right to revise this schedule.

**2.07 Failure to Comply.** If the Consultant fails to comply with any requirement of the RFP, DNR will reject the proposal.

**2.08 Signatures.** Proposals must be signed and dated by a person authorized to bind the Consultant to a contractual arrangement, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

**2.09 Revisions to the RFP.** DNR reserves the right to revise the RFP and/or to issue addenda to the RFP. The published questions and answers from the Pre-proposal Conference will be an addendum to the RFP.

DNR also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract. If DNR finds it necessary to revise any part of the RFP, addenda will be provided to all those who received the RFP.

**2.10 Rejecting Proposals.** DNR reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract from this RFP. DNR also reserves the right at its sole discretion to waive minor administrative irregularities contained in any proposal.

**2.11 Most Favorable Terms.** DNR reserves the right to make an award without further discussing a submitted proposal. There will be no best and final offer process. The Consultant should submit the proposal on the most favorable terms that the Consultant can propose. The Consultant must be prepared to accept the provisions of his /her proposal for incorporation into a contract. Contract negotiations may incorporate some or the entire proposal of the Consultant. The proposal will become property of DNR at no cost to DNR.

**2.12 Obligation to Contract.** This RFP does not obligate the State of Washington or DNR to contract for services described.

**2.13 Costs to Propose.** DNR will not be liable for any costs that the Consultant incurs in preparing a proposal related to this RFP, in conducting a presentation, or any other activities related to responding to this RFP.

**2.14 Commitment of Funds.** The Commissioner of Public Lands or his delegates are the only individuals who may legally commit DNR to the expenditures of funds for a contract resulting from this RFP. DNR cannot pay for any costs related to the proposal that are incurred before a contract is fully executed.

**2.15 Certifications and Assurances.** The Certifications and Assurances form, Exhibit A, must be signed by an individual with authority to obligate the Consultant to a contractual arrangement and be returned as part of the proposal.

**2.16 Proposal Requirements.** A Checklist of Proposal Requirements (Responsiveness) is attached as Exhibit B. The checklist is designed to assist the Consultant in preparing a proposal.

**2.17 Insurance Coverage.** A Consultant who eventually becomes a Contractor shall, at all times during the term of the contract at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Financial Management Division (FMD) Risk Manager or in the absence thereof, the DNR Contracts Specialist at FMD, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and contract. Said certificate(s) shall contain the **Contract Number**, name of DNR Project Coordinator, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Contractor shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractors liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Contractor waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.
- Insurers subject to Chapter 48.15 RCW (Surplus lines): DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

- Contractor shall provide a statement by a CPA or actuary, satisfactory to DNR that demonstrates Contractors financial condition is satisfactory to self-insure any of the required insurance coverages.

- DNR may require Contractor to provide the above from time to time to ensure Contractor's continuing ability to self-insure. If at any time the Contractor does not satisfy the self insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to DNR in this Contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

**Commercial General Liability (CGL) Insurance:** Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

**Employers Liability (Stop Gap) Insurance:** If Contractor shall use employees to perform this Contract, Contractor shall buy employers liability insurance, and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**Business Auto Policy (BAP) Insurance:** Contractor shall maintain business auto liability and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover pollution costs or expense as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**Workers Compensation Insurance:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subrogation against DNR for recovery of damages to the

extent they are covered by workers compensation, employers liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify DNR for all claims arising out of Contractor's, its subcontractor's, or sub-subcontractor's failure to comply with any State of Washington workers compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by DNR to Contractor for performance of this Contract.

**Professional Liability Insurance:** Professional liability insurance is required if services delivered pursuant to this agreement, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Contractor's rendering or failing to render professional services.

Contractor shall maintain minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, Contractor shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

## **SECTION 3 TECHNICAL PROPOSAL**

### **3.01 Project Scope of Work.**

#### **Communications Site Abstract**

DNR manages a Commercial Communications Site Program as a Trust Land Management Agency with one hundred (100) communications sites somewhat-evenly spread across Washington State. The communications site program consists of sites that have private or government-owned and managed facilities operating under a ground or land lease with DNR. In addition, DNR owns and manages facilities where wireless customers obtain a facility lease for space in DNR buildings and locations on DNR towers. Most DNR facilities are located on sites with a mixture of government and private structures and a few sites are exclusively DNR ownership. Attachment E, "DNR Communications Sites", lists each site, and shows an inventory of DNR owned buildings, towers and generators.

DNR-owned facilities include thirty-nine (39) buildings, twenty-six towers (26), fifteen (15) generators and an assortment of utility structures on twenty-nine (29) communications sites.

The condition of DNR facilities varies greatly. Several sites are new, built in the past three years, while others were built in 1950s and 1960s. DNR has a wide range of sites and conditions.

The communication range of DNR facilities also varies. There are buildings and towers that are ideal to supply wireless services to millions of people in the Puget Sound Basin and large cities in Eastern Washington. DNR also has facilities that serve very small communities.

The lessees in DNR facilities are mixed, with a large number of leases for federal, state, county and local government services. DNR's leases also contain a mix of cellular, broadband, microwave, FM and two-way uses.

DNR has one-hundred-sixty-five (165) Facility Leases earning approximately \$930,000 per year.

Consultant will provide expert advice to facilitate the sale of DNR Communications Site Facilities. Consulting services will include the development of a marketing program, and a strategy to obtain the highest sale value. Consultant will assist in the transfer of facilities, the development and execution of ground lease(s) and assignment of associated leases to the successful bidder/new owner.

**3.02 Work Plan.** The technical proposal must contain all work or project requirements necessary to accomplish the scope of work defined in this RFP. Include a complete description of the proposed approach and methodology for the project, all project requirements, and the tasks required to accomplish the project. The plan must be in sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to the project. Include any required involvement with DNR staff.

The Consultant may present any creative approaches that might be appropriate. The Consultant may also provide supporting documentation that would be pertinent to this RFP.

**3.03 Schedule.** Provide a separate schedule indicating when the elements of the work will be completed and when products, if any, will be provided.

**3.04 Products.** The Contractor shall be responsible for submitting a Management Proposal, to include a Marketing, Sales and Management presentation no later than May 1, 2010.

### **Technical Specifications Review**

DNR's goal is to sell the assets of the commercial communications site program, assign the facility leases to the purchaser and enter into ground or land leases with the purchaser.

Consultant will provide expert services involving the process, auction and closing of a sale with an inventory of wireless communications facilities, development and execution of ground leases and the assignment of leases to the purchaser. The selected Consultant will be expected to guide DNR toward agreements that will yield the highest financial benefits, expedite any sale and minimize DNR costs and liability.

Consultant will work closely with DNR to advise and develop a sales and marketing process to obtain the highest market price for the physical assets as well as the ground and assigned leases.

State law requires the open and competitive auction of valuable materials and assets. Consultant will work closely with DNR staff, consistent with state law, to develop a plan for the advertisements, appraisals, disclosures, and bidder qualifications.

Many DNR wireless facilities are located at high elevations. Access for the purposes of inspection and appraisal, by motor vehicles, may be limited during inclement weather. Out of twenty-nine (29) site locations, approximately 50% have access year round (generally). Consultant and DNR will work together to develop plans for interested purchasers to do site inspections.

Consultant will provide assistance and advice to prepare DNR for what a buyer will require before closing.

Consultant will provide a statement and explanation of their proposed compensation structure.

## **SECTION 4 MANAGEMENT PROPOSAL**

Provide all information requested in the exact order specified below:

### **4.01 Identifying Information.**

- 1) State the business name, address, principal place of business, telephone number, and fax number of legal entity or individual with whom contract would be written.
- 2) Provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- 3) Specify the legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 4) Describe the proposing organization including size, areas of specialization and expertise, client base, and any other pertinent information in such a manner that the proposal evaluators may reasonably formulate a determination about the stability and financial strength of the proposing organization.
- 5) Include the Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- 6) State the location of the facility from which the Consultant would operate. (A working cubicle adjacent to DNR's Communications Site Section, in the Natural Resource Building, Olympia will be made available at no cost, upon request.)

- 7) If the Consultant or any party named previously contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and description and/or other information available to identify the contract.
- 8) If the Consultant or any party named previously was an employee of the State of Washington during the past 24 months, or is now an employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- 9) Consultants that employ or have on their governing board State employees or former State employees, as of the date of their proposal, shall identify such persons and their position and responsibilities within the Consultants organization. If DNR determines that a conflict of interest exists, the Consultant may be disqualified from further consideration for award of a contract.

#### **4.02 Project Management**

- 1) Explain the Consultant's proposed methodology for conduct of the project. Provide a description of the proposed project staffing/organization to be used during the course of the project, including any subcontractors.
- 2) State the name, the title or position, and telephone number of the individual who would have primary responsibility for the project resulting from this RFP. Disclose who within the firm will have prime responsibility and have final authority for the work under the proposed contract. Name other individuals providing service on the project.
- 3) Identify responsibilities and qualifications of staff who will be assigned to the potential contract and the amount of time each will be assigned to the project. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of DNR.

#### **4.03 Experience of the Consultant**

- 1) Indicate the experience the Consultant has in the following areas to include but not limited to the Minimum Qualifications identified in Subsection 1.03 above:
  - a. Acquisition and sales advisory services for Communications Towers, Facilities and Leases
  - b. Transactions and Brokerage services specific to the sale of Communications Towers, Facilities and Leases.

- 2) Describe any other experience that shows the Consultant's qualifications to perform the potential contract.
- 3) ~~List contracts the Consultant may have had during the last five years that relate to the Consultant's ability to perform the services called for under this RFP. List contract reference numbers, contract period of performance, contact persons, and telephone numbers~~ **This section was removed from the RFP January 8 2010**
- 4) Consultant will supply letters from three (3) business references for whom work has been accomplished during the last three (3) years from the date the proposal is submitted. The letters shall briefly describe the type of service(s) provided, date(s) performed, and an objective evaluation of the quality of service(s) provided by the Consultant. Each letter shall include a name, address, and telephone number of a business representative and alternate to be contacted by DNR, if deemed necessary. **All three (3) letters must be under business letterhead and sent directly from the business providing the reference to DNR address listed in Section 2 (General Information for Consultants) of this RFP. All letters are to be received by DNR no later than the date the proposal is due.** If DNR does not receive the three (3) business letters on the due date, DNR may reject the proposal. By submitting a proposal, the Consultant grants DNR permission to contact the references. Current DNR staff may not be included as references.
- 5) If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultants non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. DNR will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

**4.04 Sub-Contractor Information Required.** If the Consultant intends to subcontract any of the proposed work described in its technical proposal, the Consultant shall submit the information required in Sections 4.1 and 4.3 for each proposed subcontractor.

#### **4.05 Minority and Women-Owned Business Enterprises (MWBE) Participation.**

**NOTE:** The use of federal funds may require the use of MWBE or small disadvantage business goals.

Minority and Women-owned Business Enterprises (MWBE) are encouraged to participate in performing contract work resulting from this RFP. State agency goals are to award a minimum of 10% of their personal service contract dollars to minority-owned firms and a minimum of 4% to women-owned firms. Consultants are asked to voluntarily participate in assisting the state meet these goals.

Proposals which meet any of the following criteria shall be considered appropriate in assisting DNR meet state MWBE goals:

- The Consultant submitting the proposal is owned and operated by minorities or women and has been certified as an MWBE by the Washington State Office of Minority and Womens Business Enterprises. DNR will verify MWBE certification. The Consultant voluntarily agrees to sub-contracting a minimum of ten percent (10%) of the contracting amount with a minority-owned business and/or four percent (4%) of the contracted amount with a woman-owned business. The subcontractor(s) must be identified in the Consultant's proposal and be certified as a MWBE by the Washington State Office of Minority and Womens Business Enterprises. DNR will verify MWBE certification.
- Indicate the anticipated percent of the total bid for each minority and/or woman-owned business and the amount of compensation anticipated for each.

MWBE specifications become part of the terms and conditions of any contract awarded from this RFP.

### **SECTION 5 COMPENSATION PROPOSAL**

**5.01 Identifying Compensation.** In this section of the proposal, the Consultant is to identify all forms of compensation that apply when performing the tasks necessary to accomplish the objectives of the contract.

**5.03 Award Not Based on Compensation Alone.** DNR will award a contract to the Consultant who proposes the best combination of skills and abilities based upon the evaluation criteria, not necessarily to the Consultant with the lowest compensation package.

**5.05 State Sales Tax.** Consultants are required to collect and pay Washington state sales tax, if applicable.

## SECTION 6 EVALUATION AND CONTRACT AWARD

**6.01 Evaluation Team.** DNR will designate an evaluation team to evaluate proposals. The evaluation team will find the proposal that most closely meets the requirements stated in this RFP. Proposals will be evaluated according to the requirements outlined in this RFP and any addenda which are issued.

**6.02 Administrative Requirements.** The RFP Coordinator will review all proposals to determine compliance with administrative requirements and instructions specified in the RFP. Only proposals meeting the minimum requirements will be forwarded to the evaluation team for further review. See Exhibit B for a Checklist of Proposal Requirements.

**6.03 Responsibleness.** When evaluating proposals, the evaluation team will consider a prospective Contractor's responsibleness. A prospective Contractor is responsible if it:

- Has adequate financial resources to perform the contract, or the ability to obtain them;
- Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- Has a satisfactory performance record. A prospective Contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, unless DNR determines special standards are appropriate. Any special standards will be properly identified in this solicitation and will apply to all Consultants/Contractors. A prospective Contractor that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless DNR determines that the circumstances were properly beyond the Contractors control, or that the Contractor has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of the contract is a significant factor to consider in determining satisfactory performance. DNR shall consider the number of contracts involved and the extent of deficient performance in each contract when making this determination.

### **6.04 Oral Presentations (Not Required)**

**6.05 Information Used for Evaluation.** Evaluators will use the information in the Consultant's proposals and information gathered from Consultant's references. No other information will be supplied to or used by the evaluation team.

**6.06 Evaluation Scoring.** The following weights will be assigned to the proposal components for evaluation purposes:

Technical Proposal **40%**

- Proposed project approach and methodology and adequacy of work plan 20%
- Feasibility of schedule 20%

Management Proposal **60%**

- Firm's relevant experience 20%
- Staff qualifications/team structure 15%
- References 15%
- Compensation Package 10%

**6.07 Notification to Unsuccessful Proposers.** Firms whose proposals have not been selected for further negotiation or award will be notified via FAX at the FAX number given in the proposal.

**6.08 General Terms and Conditions.** The apparently successful Contractor will be expected to enter into a contract with DNR which will be developed from the contract attached as Exhibit C, including DNR's General Terms and Conditions.

A Consultant may not submit its own standard contract terms and conditions in response to this RFP. The Consultant may submit exceptions or modifications that their firm may have to the proposed terms and conditions.

**6.09 Debriefing of Unsuccessful Proposers.** Consultants who submitted a proposal that was not selected will be given the opportunity for a debriefing conference. Consultants wishing a debriefing conference must contact the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant award letter is faxed to the Consultant. The debriefing must be held within three (3) business days of the Consultant's request.

Discussion will be limited to a critique of the requesting Consultants proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

**6.10 Protest Procedure.** Consultants who responded to this solicitation and participated in a debriefing conference may file a protest to the selection of the winning proposal with the RFP Coordinator within three (3) business days after the debriefing conference.

Consultants protesting this selection shall follow the procedures described below. DNR will not consider protests that do not follow these procedures. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized agent. The protest must state the grounds for the protest with specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- a matter of bias, discrimination or conflict of interest on the part of the evaluators;
- errors in computing the score; and
- non-compliance with procedures described in the procurement document.

When DNR receives a protest, DNR will hold a protest review. The Commissioner of Public Lands or his delegate will consider all available facts and issue a decision in five business days of receiving the protest. If additional time is required, the protesting party will be notified of the delay.

If a protest might affect the interest of other Consultants that submitted a proposal, those Consultants will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold DNR ' s action; or
- Find only technical or harmless errors in DNR ' s acquisition process conduct and determine DNR to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide DNR options which may include:
- Correct the errors and re-evaluate all proposals, and/or
- Reissue the solicitation document.
- Make other findings and determine other courses of action as appropriate.

If DNR determines that the protest is without merit, DNR will enter into a contract with the apparently successful Contractor.

**6.11 Proprietary Information/Public Disclosure.** Materials submitted in response to this competitive procurement become the property of DNR.

Proposals and all materials submitted in response to this RFP shall become the property of DNR and are subject to disclosure under the Public Records Act (RCW 42.56). The Consultant must clearly designate all information in the proposal the Consultant claims is exempt from disclosure under the provisions of RCW 42.56 and provide the specific Public Records Act exemption(s) the Consultant is relying upon.

The Consultant must identify each page, or place brackets around the portion(s) of each page containing the information the Consultant claims is exempt from disclosure, and print the words “Proprietary Information” on the lower right hand corner of each page. The Consultant must be reasonable in designating information as Proprietary Information. DNR will not honor an entire proposal that is marked as exempt from disclosure or as Proprietary Information.

If a public records request is made for the information that the Consultant has marked as exempt, DNR will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, DNR will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, DNR shall maintain the confidentiality of the Consultant’s information consistent with the court order.

A charge will be made for copying and shipping records to a requester as permitted in RCW 42.56. DNR will not charge a fee to inspect contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. Direct all requests for information to the RFP Coordinator.

## **SECTION 7 RFP EXHIBITS**

- Exhibit A Certification and Assurances
- Exhibit B Checklist of Proposal Requirements
- Exhibit C Personal Service Contract Format including General Terms and Conditions
- Exhibit D Directions to Pre-proposal Conference, Natural Resources Building, Olympia.
- Exhibit E DNR Spreadsheets: Site Inventory and Leases by Region

**EXHIBIT A**  
**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by DNR without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal, bid, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that DNR will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of DNR, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
6. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

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Signature of Proposer

**EXHIBIT B**  
**CHECKLIST OF PROPOSAL REQUIREMENTS (RESPONSIVENESS)**

- \_\_\_\_\_ Proposal was formatted with 4 major sections: letter of transmittal, technical specification, management specification and cost proposal.
- \_\_\_\_\_ Letter of Transmittal was signed by a person authorized to legally obligate the Consultant, including therein all the requirements under Letter of Transmittal of the RFP.
- \_\_\_\_\_ Four copies of the proposal were submitted.
- \_\_\_\_\_ Proposal was submitted on or before 2:00 p.m. on January 29, 2010.
- \_\_\_\_\_ Consultant has demonstrated a minimum of five (5) years experience providing services and consulting in the areas of telecommunications infrastructure and spectrum transactions.
- \_\_\_\_\_ Consultant has demonstrated that they have conducted no less than five (5) complex communications tower transactions in the last five (5) years totaling no less than \$50 million in transaction values where the Consultant has been the principal agent/broker.
- \_\_\_\_\_ Consultant is licensed to do business in the state of Washington.
- \_\_\_\_\_ The letter of submittal included a statement that a Certificate of Insurance would be provided, as a condition of award.
- \_\_\_\_\_ Proposal provided 60 days for acceptance of its terms from the due date of proposals.
- \_\_\_\_\_ The Certifications and Assurances, Exhibit A to the RFP, was signed and returned.

**NOTE:** Consultants submitting bids need not fill up the following contract template. This is just for quick view of the requirements for a future contract.

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
Peter Goldmark, Commissioner of Public Lands**

**PERSONAL SERVICES CONTRACT**

**Contract No. PSC 10-192**

This Contract is between the State of Washington Department of Natural Resources, referred to as DNR, and \_\_\_\_\_, referred to as the Contractor, for the express purposes described in the following provisions of this Contract.

The purpose(s) of this Contract are to: **[INSTRUCTION: Enumerate purposes]**

The parties mutually agree to the terms, conditions and covenants described below, attached, or incorporated by reference as follows:

**1.01 Rights and Obligations.** Attachment A contains the General Terms and Conditions governing work to be performed under this Contract, the nature of the working relationship between DNR and the Contractor, and specific obligations of both parties. All rights and obligations of the parties to this Contract shall be subject to and governed by Attachment A and other attachments each incorporated by reference, and by the Special Terms and Conditions.

**SPECIAL TERMS AND CONDITIONS**

**2.01 Scope of Work.**

(1) The Contractor will provide the following: **[INSTRUCTION Write a one paragraph summary of the required services.]**

(2) The Contractor shall produce the following:  
**[INSTRUCTION: List reports, oral or written, training programs and so forth by the dates indicated.]**

All required products must be delivered to the DNR Project Manager. All oral reports must be presented at the location requested by DNR.

(3) Attachment B contains the detailed Scope of Work or in Contractor's Proposal.  
**[INSTRUCTION: Identify all products, tasks, work elements, objectives, and timetables by which major parts of the work are to be completed, etc. Reference Attachment B if attaching a separate Scope of Work or Contractor's proposal.]**

The Contractor shall complete all specified Contract work including submission of reports, and/or other required documentation within the time periods set forth in the Contract.

**3.01 Conduct of Work.** The Contractor shall furnish all necessary qualified personnel, material, and equipment, and manage and direct the same to timely complete the work described in this Contract.

**4.01 Period of Performance.**

- (1) Effective Date: Subject to its other provisions, the period of performance under this Contract shall begin on \_\_\_\_\_.

The provisions of chapter 39.29 RCW require DNR to file this Contract with the Office of Financial Management (OFM). This Contract is not effective, work may not be commenced nor payment made until ten (10) working days following the date of filing, and, if required, until reviewed or approved by OFM. If OFM fails to approve the contract, the contract shall be void.]

**[INSTRUCTION: Optional Depending Upon Filing Requirements. You may ask the Contract Specialist in BSSD for filing requirement. Delete if not using.]**

- (2) Completion Date: This Contract shall terminate on \_\_\_\_\_ or when all of its terms and conditions have been satisfied, whichever is earlier, unless sooner terminated as provided herein.

**5.01 Compensation and Payment.**

- (1) Amount of Compensation: Total compensation including expenses payable to Contractor for satisfactory performance of the work under this Contract shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_). Contractor's compensation for services rendered shall be based on the following rates or as follows: **[INSTRUCTION: List detail of compensation to be paid, e.g., hourly rates, number of hours per task, unit prices, cost per task, cost per deliverable, etc.]**

- (2) Time of Payment: Payment for work performed shall be made in accordance with the following. **[INSTRUCTION: Payments can be based upon satisfactory acceptance of each deliverable, monthly progress payments based on work performed, payment after completion of each major part of the contract, or payment at conclusion of the contract, etc.]**

Payment is timely if DNR pays within 30 days after receiving properly completed invoice vouchers. Payments shall be sent to the address designated by the Contractor. DNR may terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

- (3) Invoices: Payment for services rendered shall be payable when the Contractor submits properly completed invoice vouchers. The Contractor shall submit invoices monthly/quarterly, or \_\_\_\_\_. **[INSTRUCTION: Use other time periods if appropriate together with a detailed statement of the contract services performed for which the Contractor is seeking compensation.]**

The Contractor shall make requests for payment on state invoice voucher forms prepared as DNR prescribes. Invoice vouchers shall include information necessary for DNR to determine the exact nature of all expenditures and shall identify all personnel for whom compensation is sought, the amount of hours each individual worked, and the rate of compensation for each. The rate of compensation for each of the Contractor's personnel shall not exceed the amount agreed to. Each voucher will clearly indicate that it is for the services rendered in performance under this Contract. Requests for payment shall be submitted to the DNR Project Manager.

- (4) Expenses: Contractor shall receive reimbursement for travel and other expenses as authorized in advance by DNR as reimbursable. The maximum amount is to be \_\_\_\_\_ (\$ \_\_\_\_\_) This amount is included in the contract total in Paragraph 5.01(1). Expenses are limited to: air fare (economy or coach class only), lodging and subsistence necessary during periods of required travel, and expenses incurred during travel for telephone, copying and postage. Contractor shall receive compensation for travel expenses at current State travel reimbursement rates. Receipts must be attached for any expenditure of \$25.00 or more.

**[INSTRUCTION: Expenses are optional. Delete aforementioned Item (4) above if expenses are not allowable. If allowable, include only expenses which are appropriate for the Contract.**

Expenses. No additional costs or expenses are allowable. All costs and expenses associated with the Contractor fulfilling the terms and conditions of the contract are included in the amount of payment stated in section 5.01(1) and no additional payment shall be made under this Contract.

**[INSTRUCTION: Optional Alternative to (4)].**

- (5) Biennial Closures: Under biennial closing procedures, the Contractor must submit all invoices and/or billings for services or material supplied under this Contract through June 30, 20\_\_\_\_, to DNR no later than July 10, 20\_\_\_\_. If DNR does not receive invoices and bills by July 10, a considerable delay in payment may result. **[INSTRUCTION: This is optional. Applicable only when payments fall within biennial closures.]**

**6.01 General Insurance Requirements** At all times during the term of this Contract, the Contractor shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the contract at DNR's option.

**[INSTRUCTION: Insurance limits identified below should be reviewed for sufficiency based on the risks to the agency. When you analyze the service(s) provided by the Contractor, evaluate the exposures to financial loss that could affect DNR. If you believe each occurrence or aggregate limits are not sufficient or too excessive, please contact the DNR Risk Manager, or in his absence, the Contract Specialist in FMD.]**

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the DNR Contracts Specialist, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Contractor shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Contract. Said certificate(s) shall contain the Contract Number \_\_\_\_\_, name of DNR Project Manager, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Contractor shall include all Sub-Contractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Sub-Contractor. Sub-Contractor(s) must comply fully with all insurance requirements stated herein. Failure of Sub-Contractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Contractor waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Contract.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- (1) Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.
- (2) Insurers subject to Chapter 48.15 RCW (Surplus lines): DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion, may accept evidence of self-insurance by the Contractor, provided Contractor provides the following:

Contractor shall provide a statement by a CPA or actuary, satisfactory to DNR, that demonstrates Contractor's financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require Contractor to provide the above from time to time to ensure Contractor's continuing ability to self-insure. If at any time the Contractor does not satisfy the self insurance requirement, Contractor shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to DNR in this Contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

- (1) Commercial General Liability (CGL) Insurance: Contractor shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business

contract), and contain separation of insureds (cross liability) conditions.

- (2) **Employers Liability (Stop Gap) Insurance:** If Contractor shall use employees to perform this Contract, Contractor shall buy employers liability insurance, and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- (3) **Business Auto Policy (BAP) Insurance:** Contractor shall maintain business auto liability and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of any Auto and Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a covered pollution cost or expense as provided in the 1990 or later editions of CA 00 01.

Contractor waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (4) **Workers Compensation Insurance:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, Contractor waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial general liability or commercial umbrella liability insurance.

Contractor shall indemnify DNR for all claims arising out of Contractors, its subcontractors, or sub-subcontractors failure to comply with any State of Washington workers compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by Contractor pursuant to the indemnity may be deducted from any payments owed by DNR to Contractor for performance of this Contract.

- (5) **Professional Liability Insurance:** Professional liability insurance is required if services delivered pursuant to this agreement, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Contractors rendering or failing to render professional services.

Contractor shall maintain minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, Contractor shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

**7.01 Project Manager.**

(1) The Project Manager for the Contractor is \_\_\_\_\_,  
Telephone Number \_\_\_\_\_.

(2) The Project Manager for DNR is \_\_\_\_\_.  
Telephone Number \_\_\_\_\_, at DNR Office \_\_\_\_\_.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**CONTRACTOR NAME**  
[INSTRUCTION: *Type All Caps*]

Dated: \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
[INSTRUCTION: *Type name, cap lower case*]

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

FTIN: \_\_\_\_\_  
[INSTRUCTION: *Federal Tax Identification Number*]

UBI Number: \_\_\_\_\_  
[INSTRUCTION *Unified Business Identifier*]

**STATE OF WASHINGTON**  
**DEPARTMENT OF NATURAL RESOURCES**

Dated: \_\_\_\_\_, 20 \_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_  
[INSTRUCTION: *Type name, cap lower case*]

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Personal Services Contract  
Approved as to form 29 September 1997  
By the Assistant Attorney General  
State of Washington

## GENERAL TERMS AND CONDITIONS

**DEFINITIONS** - As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Agency" shall mean the Department of Natural Resources of the state of Washington, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. "Agent" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing service(s) under this Contract, and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- E. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR § 164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state and federal statutes.

**ACCESS TO DATA** - In compliance with RCW 39.29.080, the Contractor shall provide access to data generated under this Contract to AGENCY, the Joint Legislative Audit and Review Committee, and the state auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

Contractor agrees to make personal information covered under this agreement available to Agency for inspection or to amend the personal information. Contractor shall, as directed by Agency, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor or its subcontractors.

**ADVANCE PAYMENTS PROHIBITED** - No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the Agency.

**AMENDMENTS** - This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35** - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**ASSIGNMENT** – Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the Agency.

**ATTORNEYS' FEES** - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys fees and costs.

**CONFIDENTIALITY / SAFEGUARDING OF INFORMATION** - The Contractor shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of the Agency, or as may be required by law.

**CONFLICT OF INTEREST** - Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this Contract.

In the event this Contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

**COPYRIGHT PROVISIONS** - Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

**COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**DISPUTES** - Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with Agent.

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the contractor's name, address, and contract number; and
  - Be mailed to the agent and the other party's (respondent's) contract manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

5. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

**GOVERNING LAW** - This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**INDEMNIFICATION** - To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless state, agencies of state and all officials, agents and employees of state, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the state for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the Contract. Contractor's obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of state or its agents, agencies, employees and officials. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless state and its agencies, officials, agents or employees.

**INDEPENDENT CAPACITY OF THE CONTRACTOR** - The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

**INDUSTRIAL INSURANCE COVERAGE** - The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**LICENSING, ACCREDITATION AND REGISTRATION** - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

**LIMITATION OF AUTHORITY** - Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Agent.

**NONCOMPLIANCE WITH NONDISCRIMINATION LAWS** - In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**NONDISCRIMINATION** - During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

**OVERPAYMENTS AND ASSERTION OF LIEN** - In the event that the Agency establishes overpayments or erroneous payments made to the Contractor under this Contract, the Agency may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the Agency or by doing both.

**PRIVACY** - Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Agency reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the contractor through this Contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Agency. Contractor shall certify the return or destruction of all personal information upon expiration of this Contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor's unauthorized use of personal information.

**PUBLICITY** - The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract wherein the Agency's name is mentioned or language used from which the connection of the Agency's name may, in the Agency's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

**RECORDS MAINTENANCE** - The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**REGISTRATION WITH DEPARTMENT OF REVENUE** - The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

**RIGHT OF INSPECTION** - The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

The Contractor shall make available information necessary for Agency to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Contract shall be made available to Agency and the U.S. Secretary of the Department of Health & Human Services, upon request.

**SAFEGUARDING OF INFORMATION** - The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of AGENCY or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by Agency and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and Agency mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

Agency reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, "salting" by Agency. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify Agency in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless Agency for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

**SAVINGS** - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the Agency may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the Agency's discretion under those new funding limitations and conditions.

**SEVERABILITY** - The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**SITE SECURITY** - While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**SUBCONTRACTING** - Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the Agency. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this Contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

**TAXES** - All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**TERMINATION FOR CAUSE** – In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The Agency reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

**TERMINATION FOR CONVENIENCE** - Except as otherwise provided in this Contract, the Agency may, by 10 days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Agency shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**TERMINATION PROCEDURES** - Upon termination of this Contract, the Agency, in addition to any other rights provided in this Contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. The Agency may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

#### **TREATMENT OF ASSETS –**

A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.

B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this Contract.

C. The Contractor shall be responsible for any loss or damage to property of the Agency which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

D. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.

E. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this Contract.

F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**WAIVER** - Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of the Agency.

## EXHIBIT D

Directions to DNR – Natural Resources Building

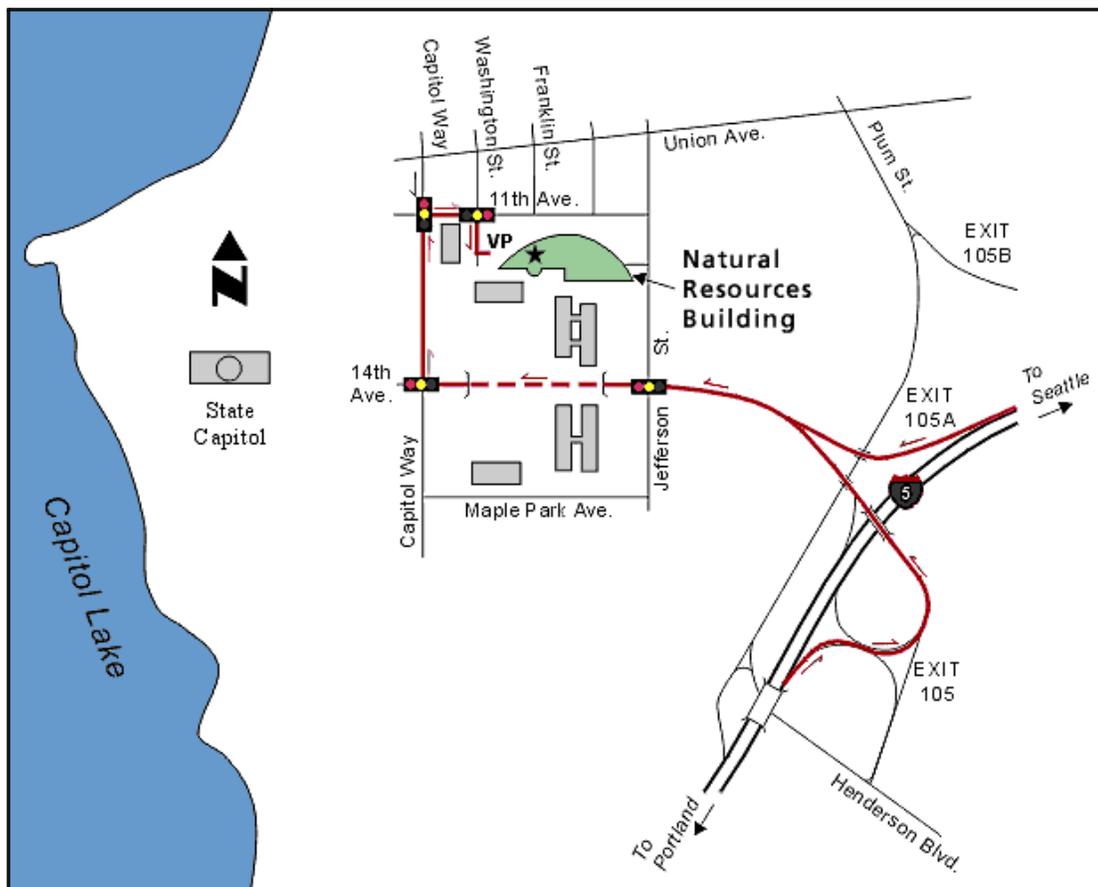
**Southbound:** Take I-5 exit 105A, follow the "State Capitol" lane which parallels the freeway for 1/4 mile

**Northbound:** Take I-5 exit 105, keep to the left, follow the "State Capitol" lane

At the second traffic light (Capitol Way, the first light after the tunnel), turn right. Turn right again at the next traffic light (11th Ave.). At the next traffic light (Washington St.), turn right once more. Make the first left into the parking lot of the Natural Resources Building. Visitor parking (VP) is available on Level P1 for \$.50/hour.

Enter building and take elevator, escalator or stairs to the Rotunda (main floor), then take elevator to the 4<sup>th</sup> floor. Turn down the hall to the right and check in with the receptionist.

For more information, call Mark Savage 360-902-1774 or Lois Anderson 360-902-1686



## **Exhibit E**

### DNR Spreadsheets: Site Inventory and Leases by Region

See attached information, which is dated, but close to what will be prepared for public auction by Contractor. This data is not to be relied upon, as it is presently subject to change.

| NORTHEAST CURRENT AS OF 08/01/2009 - EXHIBIT E |                  |               |                   |              |                |                                   |                   |              |  |
|------------------------------------------------|------------------|---------------|-------------------|--------------|----------------|-----------------------------------|-------------------|--------------|--|
| SITE NAME                                      | TECHNOLOGY       | CITY          | COUNTY            | OWNER        | TOWER LEASE \$ | BUILDING OWNER                    | BUILDING LEASE \$ | TOTAL LEASE  |  |
| AENEAS - OKANOGAN CO PUD                       | 2-WAY            | TOMASKET      | OKANOGAN          | DNR          | \$0.00         | DNR                               | \$2,145.00        | \$2,145.00   |  |
| AENEAS - OKANOGAN CO SHERIFF                   | 2-WAY            | TOMASKET      | OKANOGAN          | DNR          | \$0.00         | DNR                               | \$2,130.00        | \$2,130.00   |  |
| AENEAS - ROBERT TOLLEFSON                      | 2-WAY            | TOMASKET      | OKANOGAN          | DNR          | \$0.00         | DNR                               | \$2,073.00        | \$2,073.00   |  |
| AENEAS - USDA FOREST SERVICE R-6               | 2-WAY            | TOMASKET      | OKANOGAN          | DNR          | \$0.00         | DNR                               | \$5,904.00        | \$5,904.00   |  |
| AENEAS - WSDOT                                 | 2-WAY & MICRO    | TOMASKET      | OKANOGAN          | WSU          | \$0.00         | DNR                               | \$3,118.00        | \$3,118.00   |  |
| AENEAS - WSU - C12804                          | FM BROADCAST     | TOMASKET      | OKANOGAN          | WSU          | \$0.00         | DNR                               | \$7,287.00        | \$7,287.00   |  |
| MONUMENTAL - AVISTA UTILITIES                  | 2-WAY & MICRO    | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$13,166.00       | \$13,166.00  |  |
| MONUMENTAL - BNSF RAILWAY CO                   | 2-WAY            | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$3,772.00        | \$3,772.00   |  |
| MONUMENTAL - DHS USCBP                         | 2-WAY            | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$4,895.00        | \$4,895.00   |  |
| MONUMENTAL - FBI                               | 2-WAY            | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$2,080.00        | \$2,080.00   |  |
| MONUMENTAL - FERRY COUNTY                      | 2-WAY            | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$2,028.00        | \$2,028.00   |  |
| MONUMENTAL - PANDRAMA RADIO                    | 2-WAY            | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$1,120.00        | \$1,120.00   |  |
| MONUMENTAL - PASSWORD INC                      | PAGER            | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$2,717.00        | \$2,717.00   |  |
| MONUMENTAL - RCC ATLANTIC INC                  | CELL             | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$13,559.00       | \$13,559.00  |  |
| MONUMENTAL - STEVENS COUNTY                    | 2-WAY            | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$2,653.00        | \$2,653.00   |  |
| MONUMENTAL - US NATIONAL PARK                  | 2-WAY            | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$2,195.00        | \$2,195.00   |  |
| MONUMENTAL - USDA FOREST                       | 2-WAY            | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$1,980.00        | \$1,980.00   |  |
| MONUMENTAL - WA STATE PATROL                   | 2-WAY & MICRO    | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$3,929.00        | \$3,929.00   |  |
| MONUMENTAL-IRS DOJ IPO HOME                    | 2-WAY            | COLVILLE      | STEVENS           | DNR          | \$0.00         | DNR                               | \$6,351.00        | \$6,351.00   |  |
| STRANGER - COLUMBIA SCHOOL DIST                | 2-WAY            | VALLEY        | STEVENS           | DNR          | \$0.00         | DNR                               | \$1,962.00        | \$1,962.00   |  |
| STRANGER - FERRY COUNTY SHERIFF                | 2-WAY            | VALLEY        | STEVENS           | DNR          | \$0.00         | DNR                               | \$2,136.00        | \$2,136.00   |  |
| STRANGER - KARL SHOEMAKER                      | 2-WAY            | VALLEY        | STEVENS           | DNR          | \$0.00         | DNR                               | \$1,383.38        | \$1,383.38   |  |
| STRANGER - M MAXON & J DEMPSTER                | 2-WAY            | VALLEY        | STEVENS           | DNR          | \$0.00         | DNR                               | \$959.38          | \$959.38     |  |
| STRANGER - NW TRI STATE AMATEUR                | 2-WAY            | VALLEY        | STEVENS           | DNR          | \$0.00         | DNR                               | \$1,383.38        | \$1,383.38   |  |
| STRANGER - STEVENS COUNTY COMM                 | 2-WAY            | VALLEY        | STEVENS           | DNR          | \$0.00         | DNR                               | \$4,341.00        | \$4,341.00   |  |
| STRANGER - STEVENS CO. SHERIFF                 | 2-WAY            | VALLEY        | STEVENS           | DNR          | \$0.00         | DNR                               | \$4,107.00        | \$4,107.00   |  |
| STRANGER - WA MILITARY DEPT                    | 2-WAY            | VALLEY        | STEVENS           | DNR          | \$0.00         | WSP                               | \$1,114.00        | \$1,114.00   |  |
| STRANGER - WA STATE PATROL                     | 2-WAY            | VALLEY        | STEVENS           | DNR          | \$0.00         | WSP                               | \$10,350.00       | \$10,350.00  |  |
| <b>SITE NAME</b>                               | <b>BUILDINGS</b> | <b>TOWERS</b> | <b>GENERATORS</b> | <b>TRUST</b> |                |                                   |                   |              |  |
| Aeress Mountain                                | 1                | 1             | 1                 | 03           |                | Common School and Indemnity (a)   |                   | \$110,838.14 |  |
| Monumental Mountain                            | 1                | 2             | 1                 | 01           |                | State Forest Transfer (a,m)       |                   |              |  |
| Paradis Peak                                   | 1                | 0             | 1                 | 03           |                | Common School and Indemnity (b,j) |                   |              |  |
| Stensgar Mountain                              | 1                | 2             | 0                 | 03           |                | Common School and Indemnity (a,j) |                   |              |  |
| <b>TOTALS =</b>                                | <b>41</b>        | <b>5</b>      | <b>3</b>          |              |                |                                   |                   |              |  |

| OLYMPIC CURRENT AS OF 08/01/2009 - EXHIBIT E |                     |               |                   |              |                                              |            |          |       |             |              |
|----------------------------------------------|---------------------|---------------|-------------------|--------------|----------------------------------------------|------------|----------|-------|-------------|--------------|
| SITE NAME                                    | TECHNOLOGY          | CITY          | COUNTY            | TOWER        | OWNER                                        | LEASE \$   | BUILDING | OWNER | LEASE \$    | TOTAL LEASE  |
| BLVN MTN - CHARLES METZ                      | amateur 2-way       | SEQUIM        | CLALLAM           |              | DNR                                          | \$240.00   | DNR      | DNR   | \$491.00    | \$731.00     |
| BLVN MTN - CLALLAM COUNTY PUD 1              | VHF 2-way           | SEQUIM        | CLALLAM           |              | DNR                                          | \$500.00   | DNR      | DNR   | \$1,567.00  | \$2,067.00   |
| BLVN MTN - HERMANN BROS LOG                  | VHF 2-way           | SEQUIM        | CLALLAM           |              | DNR                                          | \$500.00   | DNR      | DNR   | \$1,517.00  | \$2,017.00   |
| BLVN MTN - MCKIBBEN                          | amateur 2-way       | SEQUIM        | CLALLAM           |              | DNR                                          | \$199.00   | DNR      | DNR   | \$407.00    | \$606.00     |
| BLVN MTN - MICHAEL HILL - AMATEUR            | amateur 2-way       | SEQUIM        | CLALLAM           |              | DNR                                          | \$430.00   | DNR      | DNR   | \$910.00    | \$1,340.00   |
| BLVN MTN - UW - WASHINGTON                   | VHF DATA TX         | SEQUIM        | CLALLAM           |              | DNR                                          | \$107.00   | DNR      | DNR   | \$210.00    | \$317.00     |
| BLVN MTN - US CUSTOMS & BORDER               | VHF 2-WAY           | SEQUIM        | CLALLAM           |              | DNR                                          | \$1,066.00 | DNR      | DNR   | \$2,239.00  | \$3,305.00   |
| ELLIS LOOKOUT - BPA                          | VHF 2-Way           | SAPPHO        | CLALLAM           |              | DNR                                          | \$456.00   | DNR      | DNR   | \$1,339.00  | \$1,795.00   |
| ELLIS LOOKOUT - CLALLAM CO SHER              | VHF 2-Way           | SAPPHO        | CLALLAM           |              | DNR                                          | \$400.00   | DNR      | DNR   | \$1,562.00  | \$1,962.00   |
| ELLIS LOOKOUT - DOT 0P01441                  | microwave           | SAPPHO        | CLALLAM           |              | DNR                                          | \$1,293.00 | DNR      | DNR   | \$4,202.00  | \$5,495.00   |
| ELLIS LOOKOUT - FAA -                        | Radar Parrot        | SAPPHO        | CLALLAM           |              | DNR                                          | \$470.00   | DNR      | DNR   | \$3,336.00  | \$3,806.00   |
| ELLIS LOOKOUT - FOREST SERVICE               | VHF/UHF 2-Way       | SAPPHO        | CLALLAM           |              | DNR                                          | \$1,390.00 | DNR      | DNR   | \$7,300.00  | \$8,690.00   |
| ELLIS LOOKOUT - METEOR COMM                  | VHF 2-Way           | SAPPHO        | CLALLAM           |              | DNR                                          | \$469.00   | DNR      | DNR   | \$1,275.00  | \$1,744.00   |
| ELLIS LOOKOUT - NATIONAL PARK                | VHF/UHF 2-Way       | SAPPHO        | CLALLAM           |              | DNR                                          | \$860.00   | DNR      | DNR   | \$3,410.00  | \$4,270.00   |
| ELLIS LOOKOUT - WA DOC                       | VHF 2-Way           | SAPPHO        | CLALLAM           |              | DNR                                          | \$2,215.00 | DNR      | DNR   | \$7,180.00  | \$9,395.00   |
| ELLIS LOOKOUT - WSP                          | Way & Microwave     | SAPPHO        | CLALLAM           |              | DNR                                          | \$4,312.00 | DNR      | DNR   | \$13,013.00 | \$17,325.00  |
| OCTOPUS EAST - BRYON GUNNERSON               | AMATEUR             | CLEARWATER    | JEFFERSON         |              | DNR                                          | \$398.00   | DNR      | DNR   | \$898.00    | \$1,296.00   |
| OCTOPUS EAST - DOC - CDOC7146                | VHF 2-Way           | CLEARWATER    | JEFFERSON         |              | DNR                                          | \$1,449.00 | DNR      | DNR   | \$6,590.00  | \$8,039.00   |
| OCTOPUS EAST POLICANI                        | AMATEUR             | CLEARWATER    | JEFFERSON         |              | DNR                                          | \$205.00   | DNR      | DNR   | \$730.00    | \$935.00     |
| STRIPED PEAK - CLALLAM CO. FIRE #4           | AMATEUR             | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$443.00   | DNR      | DNR   | \$1,640.00  | \$2,083.00   |
| STRIPED PEAK - CLALLAM AMATEUR               | VHF 2-Way           | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$200.00   | DNR      | DNR   | \$693.00    | \$893.00     |
| STRIPED PEAK - CLALLAM FIRE #4               | AMATEUR             | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$533.00   | DNR      | DNR   | \$1,281.00  | \$1,814.00   |
| STRIPED PEAK - CLALLAM CO SHERIFF            | VHF 2-Way           | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$503.00   | DNR      | DNR   | \$1,640.00  | \$2,143.00   |
| STRIPED PEAK - CLALLAM TRANSIT               | VHF 2-Way           | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$443.00   | DNR      | DNR   | \$1,640.00  | \$2,083.00   |
| STRIPED PEAK - DOC - CDOC7145                | VHF 2-Way           | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$443.00   | DNR      | DNR   | \$1,640.00  | \$2,083.00   |
| STRIPED PEAK - DOT                           | VHF 2-Way           | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$518.00   | DNR      | DNR   | \$3,312.00  | \$3,830.00   |
| STRIPED PEAK - FBI - IW-SE-215               | VHF 2-Way           | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$1,000.00 | DNR      | DNR   | \$3,895.00  | \$4,895.00   |
| STRIPED PEAK - PACIFIC LUTHERN UNI           | FM BROADCAST        | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$469.00   | DNR      | DNR   | \$1,737.00  | \$2,206.00   |
| STRIPED PEAK - U S COAST GUARD               | VHF 2-Way           | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$4,740.00 | DNR      | DNR   | \$5,067.00  | \$9,807.00   |
| STRIPED PEAK - UW - WASHINGTON               | VHF DATA TX         | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$0.00     | DNR      | DNR   | \$322.00    | \$322.00     |
| STRIPED PEAK - WSP                           | F 2-Way & Microwave | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$8,994.00 | DNR      | DNR   | \$11,473.00 | \$20,467.00  |
| STRIPED PEAK - WSU                           | FM BROADCAST        | PORT ANGELES  | CLALLAM           |              | DNR                                          | \$572.00   | DNR      | DNR   | \$2,389.00  | \$2,961.00   |
| <b>SITE NAME</b>                             | <b>BUILDINGS</b>    | <b>TOWERS</b> | <b>GENERATORS</b> | <b>TRUST</b> |                                              |            |          |       |             |              |
| Byrn Mountain                                | 1                   | 1             | 1                 | 01           | State Forest Transfer <sup>(4.m)</sup>       |            |          |       |             |              |
| Ellis Lookout                                | 2                   | 2             | 1                 | 01           | State Forest Transfer <sup>(4.m)</sup>       |            |          |       |             | \$130,722.00 |
| Octopus Mountain East                        | 2                   | 1             | 1                 | 03           | Common School and Indemnity <sup>(6.b)</sup> |            |          |       |             |              |
| Striped Peak                                 | 1                   | 1             | 1                 | 01           | State Forest Transfer <sup>(4.m)</sup>       |            |          |       |             |              |
| <b>TOTALS =</b>                              | <b>6</b>            | <b>6</b>      | <b>5</b>          | <b>4</b>     |                                              |            |          |       |             |              |

| PACIFIC CASCADE CURRENT AS OF 08/01/2009 - EXHIBIT E |                 |              |          |       |             |          |              |              |  |
|------------------------------------------------------|-----------------|--------------|----------|-------|-------------|----------|--------------|--------------|--|
| SITE NAME                                            | TECHNOLOGY      | CITY         | COUNTY   | TOWER |             | BUILDING |              | TOTAL LEASE  |  |
|                                                      |                 |              |          | OWNER | LEASE \$    | OWNER    | LEASE \$     |              |  |
| CAPITOL PEAK - HORIZON CHRISTIAN                     | Two-way radio   | LITTLE ROCK  | THURSTON | DNR   | \$2,018.00  | DNR      | \$1,706.00   | \$3,724.00   |  |
| CAPITOL PEAK - AMATEUR B HORST                       | Two-way radio   | LITTLE ROCK  | THURSTON | DNR   | \$552.00    | DNR      | \$1,089.00   | \$1,641.00   |  |
| CAPITOL PEAK - AMATEUR/MARINKO                       | Two-way radio   | LITTLE ROCK  | THURSTON | DNR   | \$211.15    | DNR      | \$620.06     | \$831.21     |  |
| CAPITOL PEAK - AMATEUR - US ARMY                     | Two-way radio   | LITTLE ROCK  | THURSTON | DNR   | \$288.00    | DNR      | \$620.06     | \$908.06     |  |
| CAPITOL PEAK - AMATEUR - D WENZEL                    | Two-way radio   | LITTLE ROCK  | THURSTON | DNR   | \$420.00    | DNR      | \$2,004.00   | \$2,424.00   |  |
| CAPITOL PEAK - AMATEUR-W PENNER                      | Two-way radio   | LITTLE ROCK  | THURSTON | DNR   | \$247.00    | DNR      | \$1,058.00   | \$1,305.00   |  |
| CAPITOL PEAK - BATES TECHNICAL CO                    | Microwave       | LITTLE ROCK  | THURSTON | DNR   | \$5,667.00  | DNR      | \$5,589.00   | \$11,256.00  |  |
| CAPITOL PEAK - CAP PEAK REPEATER                     | Two-way radios  | LITTLE ROCK  | THURSTON | DNR   | \$408.00    | DNR      | \$3,092.50   | \$3,500.50   |  |
| CAPITOL PEAK - TACOMA CITY PUD                       | Microwave       | LITTLE ROCK  | THURSTON | DNR   | \$0.00      | DNR      | \$13,054.00  | \$13,054.00  |  |
| CAPITOL PEAK - CROWN CASTLE                          | TWO WAY -       | LITTLE ROCK  | THURSTON | DNR   | \$21,384.00 | DNR      | \$107,685.00 | \$129,069.00 |  |
| CAPITOL PEAK - DOT - OPO1433                         | Microwave       | LITTLE ROCK  | THURSTON | DNR   | \$1,379.04  | DNR      | \$6,735.20   | \$8,114.24   |  |
| CAPITOL PEAK - DNR                                   | Two-way radio   | LITTLE ROCK  | THURSTON | DNR   | \$0.00      | DNR      | \$0.00       | \$0.00       |  |
| CAPITOL PEAK - FBI                                   | Land mobile     | LITTLE ROCK  | THURSTON | DNR   | \$0.00      | DNR      | \$4,872.00   | \$4,872.00   |  |
| CAPITOL PEAK - FISHER BROAD-KOMO                     | BROADCAST       | LITTLE ROCK  | THURSTON | DNR   | \$0.00      | DNR      | \$8,508.00   | \$8,508.00   |  |
| CAPITOL PEAK - KING BROADCASTING                     | BROADCAST       | LITTLE ROCK  | THURSTON | DNR   | \$5,448.75  | DNR      | \$6,485.00   | \$11,933.75  |  |
| CAPITOL PEAK - KIRO                                  | Microwave       | LITTLE ROCK  | THURSTON | DNR   | \$3,550.00  | DNR      | \$2,335.00   | \$5,885.00   |  |
| CAPITOL PEAK - MILITARY DEPT, EMD                    | Microwave       | LITTLE ROCK  | THURSTON | DNR   | \$1,700.00  | DNR      | \$3,366.00   | \$5,066.00   |  |
| CAPITOL PEAK - NW PIPELINE                           | Two-way radio   | LITTLE ROCK  | THURSTON | DNR   | \$572.00    | DNR      | \$1,810.00   | \$2,382.00   |  |
| CAPITOL PEAK - ROSARIO HOLDINGS                      | Two-way radio   | LITTLE ROCK  | THURSTON | DNR   | \$539.00    | DNR      | \$2,201.00   | \$2,740.00   |  |
| CAPITOL PEAK - THURSTON COUNTY                       | two-way         | LITTLE ROCK  | THURSTON | DNR   | \$1,028.00  | DNR      | \$3,270.00   | \$4,298.00   |  |
| CAPITOL PEAK - THURSTON CO COMM                      | VHF receivers   | LITTLE ROCK  | THURSTON | DNR   | \$1,426.26  | DNR      | \$5,667.50   | \$7,093.76   |  |
| CAPITOL PEAK - UW - WASHINGTON                       | Seismic         | LITTLE ROCK  | THURSTON | DNR   | \$0.00      | DNR      | \$423.49     | \$423.49     |  |
| CAPITOL PEAK - WA STATE PATROL                       | Microwave dish  | LITTLE ROCK  | THURSTON | DNR   | \$1,379.04  | DNR      | \$6,735.20   | \$8,114.24   |  |
| CRAWFORD MTN-TACOMA AMATEUR                          | TWO-WAY         | TENINO       | THURSTON | DNR   | \$430.00    | DNR      | \$1,592.00   | \$2,022.00   |  |
| CRAWFORD MTN-WESTERN TELEPAGE                        | PAGING          | TENINO       | THURSTON | DNR   | \$1,372.00  | DNR      | \$1,689.00   | \$3,061.00   |  |
| LARCH MTN - AMATEUR - L FLINT                        | Fm repeater     | BATTLEGROUND | CLARK    | DNR   | \$1,078.00  | DNR      | \$3,082.00   | \$4,160.00   |  |
| LARCH MTN - BEAR COM                                 | repeater        | BATTLEGROUND | CLARK    | DNR   | \$1,716.00  | DNR      | \$5,430.00   | \$7,146.00   |  |
| LARCH MTN - C TRANS - CLARK CO                       | Analog repeater | BATTLEGROUND | CLARK    | DNR   | \$456.00    | DNR      | \$1,810.00   | \$2,266.00   |  |
| LARCH MTN-CLARK CO EMERGENCY                         | repeaters       | BATTLEGROUND | CLARK    | DNR   | \$0.00      | DNR      | \$3,007.60   | \$3,007.60   |  |
| LARCH MTN - CLARK PUBLIC UTILITIES                   | Micro, two-way  | BATTLEGROUND | CLARK    | DNR   | \$4,206.00  | DNR      | \$9,315.00   | \$13,521.00  |  |
| LARCH MTN - DEPT OF CORRECTIONS                      | Two-way radio   | BATTLEGROUND | CLARK    | DNR   | \$503.00    | DNR      | \$1,757.00   | \$2,260.00   |  |
| LARCH MTN - GAS TRANS NORTHWEST                      | Microwave       | BATTLEGROUND | CLARK    | DNR   | \$4,030.00  | DNR      | \$3,970.00   | \$8,000.00   |  |
| LARCH MTN - GLACIER NORTHWEST                        | Two-way radio   | BATTLEGROUND | CLARK    | DNR   | \$443.00    | DNR      | \$1,757.00   | \$2,200.00   |  |
| LARCH MTN - KING BROADCASTING                        | Micro, two-way  | BATTLEGROUND | CLARK    | DNR   | \$4,510.00  | DNR      | \$6,190.00   | \$10,700.00  |  |
| LARCH MTN - LONGVIEW FIBRE                           | Microwave       | BATTLEGROUND | CLARK    | DNR   | \$3,690.00  | DNR      | \$2,992.00   | \$6,682.00   |  |
| LARCH MTN - NW PIPELINE                              | Micro, two-way  | BATTLEGROUND | CLARK    | DNR   | \$555.00    | DNR      | \$4,591.00   | \$5,146.00   |  |
| LARCH MTN - AMATEUR - R BLEVINS                      | Amateur         | BATTLEGROUND | CLARK    | DNR   | \$221.00    | DNR      | \$585.00     | \$806.00     |  |

| PACIFIC CASDADE CONTINUED - EXHIBIT E |                  |               |                  |              |                                 |       |                   |             |              |
|---------------------------------------|------------------|---------------|------------------|--------------|---------------------------------|-------|-------------------|-------------|--------------|
| SITE NAME                             | TECHNOLOGY       | CITY          | COUNTY           | OWNER        | TOWER LEASE \$                  | OWNER | BUILDING LEASE \$ | TOTAL LEASE |              |
| LARCH MTN - AMATEUR - PORTLAND        | Two-way radio    | BATTLEGROUND  | CLARK            | DNR          | \$456.00                        | DNR   | \$738.51          | \$1,194.51  |              |
| NASELLE RIDGE - AMERICAN MESSAGE      | Digital paging   | NASELLE       | PACIFIC          | DNR          | \$1,002.56                      | DNR   | \$1,640.00        | \$2,642.56  |              |
| NASELLE RIDGE - CASCADE COMM          | Repeater         | NASELLE       | PACIFIC          | DNR          | \$488.00                        | DNR   | \$1,592.00        | \$2,080.00  |              |
| NASELLE RIDGE - CRESCOMM SERVICES     | W/LAN            | NASELLE       | PACIFIC          | DNR          | \$860.00                        | DNR   | \$140.00          | \$1,000.00  |              |
| NASELLE RIDGE - DSHS                  | Repeaters        | NASELLE       | PACIFIC          | DNR          | \$488.00                        | DNR   | \$1,592.00        | \$2,080.00  |              |
| NASELLE RIDGE - FAA                   | Base, two-way    | NASELLE       | PACIFIC          | FAA          | \$0.00                          | DNR   | \$8,994.00        | \$8,994.00  |              |
| NASELLE RIDGE - FBI                   | Land mobile      | NASELLE       | PACIFIC          | DNR          | \$818.00                        | DNR   | \$3,030.00        | \$3,848.00  |              |
| NASELLE RIDGE - NOAA                  | Weather radio    | NASELLE       | PACIFIC          | DNR          | \$919.36                        | DNR   | \$1,739.00        | \$2,658.36  |              |
| NASELLE RIDGE - SUNSET EMPIRE         | Repeater         | NASELLE       | PACIFIC          | DNR          | \$488.00                        | DNR   | \$1,706.00        | \$2,194.00  |              |
| NASELLE RIDGE - U S COAST GUARD       | Microwaves, FM   | NASELLE       | PACIFIC          | DNR          | \$2,286.00                      | DNR   | \$8,734.00        | \$11,020.00 |              |
| NASELLE RIDGE - U S CUSTOMS           | narrowband       | NASELLE       | PACIFIC          | DNR          | \$469.00                        | DNR   | \$1,739.00        | \$2,208.00  |              |
| NASELLE RIDGE - WA STATE PATROL       | Two-way, micro   | NASELLE       | PACIFIC          | DNR          | \$1,036.00                      | DNR   | \$4,137.00        | \$5,173.00  |              |
| NASELLE RIDGE - WAHIAKUM CO           | Two-way          | NASELLE       | PACIFIC          | DNR          | \$1,066.00                      | DNR   | \$3,478.00        | \$4,544.00  |              |
| <b>SITE NAME</b>                      | <b>BUILDINGS</b> | <b>TOWERS</b> | <b>GENERATOR</b> | <b>TRUST</b> |                                 |       |                   |             |              |
| Capitol Peak                          | 2                | 3             | 1                | 02           | State Forest Purchase (a)       |       |                   |             |              |
| Crawford Mountain                     | 1                | 1             | 0                | 01           | State Forest Transfer (a, m)    |       |                   |             | \$357,757.28 |
| Larch Mountain                        | 1                | 2             | 1                | 01           | State Forest Transfer (a, m)    |       |                   |             |              |
| Naselle Ridge                         | 2                | 1             | 1                | 03           | Common School and Indemnity (b) |       |                   |             |              |
| <b>TOTALS =</b>                       | <b>6</b>         | <b>7</b>      | <b>3</b>         |              |                                 |       |                   |             |              |

| SOUTH PUGET REGION CURRENT AS OF 8/01/2009 - EXHIBIT E |                  |               |                   |              |                                            |          |                 |                    |             |
|--------------------------------------------------------|------------------|---------------|-------------------|--------------|--------------------------------------------|----------|-----------------|--------------------|-------------|
| SITE NAME                                              | TECHNOLOGY       | CITY          | COUNTY            | TOWER        | OWNER                                      | LEASE \$ | OWNER           | BUILDING           | TOTAL LEASE |
| GOLD MTN - KING BROADCASTING                           | Radio            | BELFAIR       | KITSAP            | DNR          | 2,724.00                                   | DNR      | \$2,556.00      | \$5,280.00         |             |
| GOLD MTN - MASON CO-SHERIFF                            | Radio            | BELFAIR       | KITSAP            | DNR          | 397.00                                     | DNR      | \$1,170.00      | \$1,567.00         |             |
| GOLD MTN - SEATTLE CITY LIGHT                          | Radio            | BELFAIR       | KITSAP            | DNR          | 894.40                                     | DNR      | \$5,657.60      | \$6,552.00         |             |
| GOLD MTN - SEATTLE-CITY OF METRO                       | Radio            | BELFAIR       | KITSAP            | DNR          | 1,032.00                                   | DNR      | \$14,388.00     | \$15,420.00        |             |
| GOLD MTN - USDA-FS-57 04 H1 3 0170                     | Radio            | BELFAIR       | KITSAP            | DNR          | 1,258.00                                   | DNR      | \$4,160.00      | \$5,418.00         |             |
| GOLD MTN - UW                                          | Radio/Seismology | BELFAIR       | KITSAP            | DNR          | 0.00                                       | DNR      | \$224.25        | \$224.25           |             |
| GOLD MTN - POLICANI                                    | Radio            | BELFAIR       | KITSAP            | DNR          | 363.00                                     | DNR      | \$819.00        | \$1,182.00         |             |
| GRASS MTN - CITY OF TACOMA                             | Radio            | ENUMCLAW      | KING              | DNR          | 447.00                                     | DNR      | \$1,415.00      | \$1,862.00         |             |
| GRASS MTN - DEPT OF JUSTICE -                          | Radio            | ENUMCLAW      | KING              | DNR          | 0.00                                       | DNR      | \$4,884.00      | \$4,884.00         |             |
| GRASS MTN - DOD-ARMY-                                  | Radio (Corps)    | ENUMCLAW      | KING              | DNR          | 0.00                                       | DNR      | \$3,504.00      | \$3,504.00         |             |
| GRASS MTN - KING COUNTY                                | Radio            | ENUMCLAW      | KING              | DNR          | 1,730.00                                   | DNR      | \$12,120.00     | \$13,850.00        |             |
| GRASS MTN - MANKE LUMBER CO.                           | Radio            | ENUMCLAW      | KING              | DNR          | 503.00                                     | DNR      | \$1,757.00      | \$2,260.00         |             |
| GRASS MTN - MUCKLESHOOT TRIBE                          | Radio            | ENUMCLAW      | KING              | DNR          | 577.00                                     | DNR      | \$1,656.00      | \$2,233.00         |             |
| GRASS MTN - PACIFIC WIRELESS                           | Radio            | ENUMCLAW      | KING              | DNR          | 4,891.59                                   | DNR      | \$4,891.59      | \$9,783.18         |             |
| GRASS MTN - RADIO AMATEUR VOL                          | Radio            | ENUMCLAW      | KING              | DNR          | 386.69                                     | DNR      | \$386.69        | \$773.38           |             |
| GRASS MTN - USDA-FS-57 04H1 3 0350                     | Radio            | ENUMCLAW      | KING              | DNR          | 1,258.00                                   | DNR      | \$4,160.00      | \$5,418.00         |             |
| GRASS MTN - UW - WASHINGTON                            | Radio/Seismology | ENUMCLAW      | KING              | DNR          | 686.00                                     | DNR      | \$2,720.00      | \$3,406.00         |             |
| GRASS MTN - WOODWORTH AND CO                           | Radio            | ENUMCLAW      | KING              | DNR          | 270.00                                     | DNR      | \$975.00        | \$1,245.00         |             |
| RATTLESNAKE WEST - ARCH - 15474                        | Paging           | NORTH BEND    | KING              | DNR          | 938.00                                     | DNR      | \$2,468.00      | \$3,406.00         |             |
| RATTLESNAKE WEST - MUCKLE TRIBE                        | Radio            | NORTH BEND    | KING              | DNR          | 527.00                                     | DNR      | \$1,545.00      | \$2,072.00         |             |
| <b>SITE NAME</b>                                       | <b>BUILDINGS</b> | <b>TOWERS</b> | <b>GENERATORS</b> | <b>TRUST</b> |                                            |          |                 |                    |             |
| Gold Mountain                                          | 2                | 2             | 0                 | 02           | State Forest Purchase <sup>(a)</sup>       |          |                 |                    |             |
| Grass Mountain                                         | 2                | 2             | 1                 | 03           | Common School and Indemnity <sup>(b)</sup> |          |                 |                    |             |
| Rattlesnake West                                       | 2                | 2             | 1                 | 06           | CEP & RI <sup>(c)</sup>                    |          |                 |                    |             |
| <b>TOTALS =</b>                                        | <b>6</b>         | <b>6</b>      | <b>2</b>          |              |                                            |          | <b>TOTALS =</b> | <b>\$90,339.81</b> |             |

| SOUTHEAST REGION CURRENT AS OF 8/01/2009 - EXHIBIT E |                  |               |                  |              | TOWER                                      |       | BUILDING    |                     | TOTAL LEASE |
|------------------------------------------------------|------------------|---------------|------------------|--------------|--------------------------------------------|-------|-------------|---------------------|-------------|
| SITE NAME                                            | TECHNOLOGY       | CITY          | COUNTY           | OWNER        | LEASE \$                                   | OWNER | LEASE \$    | TOTAL LEASE         |             |
| BADGER MTN - DNR                                     | 2-WAY            | WENATCHEE     | DOUGLAS          | DNR          | 0.00                                       | DNR   | \$0.00      | \$0.00              |             |
| CHELAN BUTTE - KELLY'S TELECOM                       | POLE ANT, PAGE   | CHELAN        | CHELAN           | DNR          | 918.00                                     | DNR   | \$1,592.00  | \$2,510.00          |             |
| CHELAN BUTTE - PASS WORD                             | PAGER            | CHELAN        | CHELAN           | DNR          | 912.00                                     | DNR   | \$1,339.00  | \$2,251.00          |             |
| CHELAN BUTTE - RCC ATLANTIC, INC.                    | CELL             | CHELAN        | CHELAN           | DNR          | 2,156.00                                   | DNR   | \$13,112.00 | \$15,268.00         |             |
| CHELAN BUTTE - RIVERCOM 911                          | 2-WAY            | CHELAN        | CHELAN           | DNR          | 474.00                                     | DNR   | \$1,545.00  | \$2,019.00          |             |
| CHELAN BUTTE - T-MOBILE -                            | CELL             | CHELAN        | CHELAN           | DNR          | 3,753.00                                   | DNR   | \$6,900.00  | \$10,653.00         |             |
| CHELAN BUTTE - WSU ETT                               | FM TRANSLATOR    | CHELAN        | CHELAN           | DNR          | 1,251.00                                   | DNR   | \$975.00    | \$2,226.00          |             |
| CLEMAN MTN - PACIFICORP                              | TWO-WAY          | NACHES        | YAKIMA           | PACIFICORP   | 0.00                                       | DNR   | \$1,592.00  | \$1,592.00          |             |
| CLEMAN MTN - YAKIMA CO FIRE COM                      | TWO-WAY MICRO    | NACHES        | YAKIMA           | YAKIMA FIRE  | 0.00                                       | DNR   | \$3,378.00  | \$3,378.00          |             |
| CRESTON BUTTE - ATC MICROWAVE                        | MICROWAVE        | CRESTON       | LINCOLN          | ATC          | 1,350.00                                   | DNR   | \$18,988.00 | \$20,338.00         |             |
| CRESTON BUTTE -CENTURY TELEPHONE                     | TWO-WAY          | CRESTON       | LINCOLN          | N/A: POLE    | 456.00                                     | DNR   | \$6,406.00  | \$6,862.00          |             |
| CRESTON BUTTE - DEAN DREGER                          | TWO-WAY          | CRESTON       | LINCOLN          | N/A: POLE    | 386.00                                     | DNR   | \$1,428.00  | \$1,814.00          |             |
| CRESTON BUTTE - LINCOLN COUNTY                       | TWO-WAY          | CRESTON       | LINCOLN          | N/A: POLE    | 0.00                                       | DNR   | \$1,640.00  | \$1,640.00          |             |
| JUMP OFF JOE - BNSF                                  | MICROWAVE        | KENNEWICK     | BENTON           | DNR          | 8,019.00                                   | DNR   | \$7,272.00  | \$15,291.00         |             |
| JUMP OFF JOE - KELLEY'S TELECOM                      | PAGING           | KENNEWICK     | BENTON           | DNR          | 1,570.00                                   | DNR   | \$3,082.00  | \$4,652.00          |             |
| JUMP OFF JOE - PASS WORD                             | PAGING           | KENNEWICK     | BENTON           | DNR          | 1,086.00                                   | DNR   | \$1,810.00  | \$2,896.00          |             |
| JUMP OFF JOE - TRI CITY CHRISTIAN                    | FM TRANSLATOR    | KENNEWICK     | BENTON           | DNR          | 1,406.00                                   | DNR   | \$1,706.00  | \$3,112.00          |             |
| NANEJUM RIDGE - JOHN WILLIAMS                        | AMATEUR RADIO    | ELENSBURG     | KITTITAS         | DNR          | 542.00                                     | DNR   | \$1,170.00  | \$1,712.00          |             |
| NANEJUM RIDGE - KARL H. SHOEMAKER                    | AMATEUR RADIO    | ELENSBURG     | KITTITAS         | DNR          | 455.00                                     | DNR   | \$1,027.00  | \$1,482.00          |             |
| NANEJUM RIDGE - MARK THARP                           | AMATEUR RADIO    | ELENSBURG     | KITTITAS         | DNR          | 651.00                                     | DNR   | \$1,444.00  | \$2,095.00          |             |
| NANEJUM RIDGE - US BLM                               | TWO-WAY          | ELENSBURG     | KITTITAS         | DNR          | 518.00                                     | DNR   | \$1,810.00  | \$2,328.00          |             |
| NANEJUM RIDGE - WSU ETT                              | B-CASTER, FM     | ELENSBURG     | KITTITAS         | DNR          | 2,749.00                                   | DNR   | \$6,260.00  | \$9,009.00          |             |
| THORN POINT - COLUMBIA COUNTY FIRE                   | TWO-WAY          | DAYTON        | COLUMBIA         | DNR          | 474.00                                     | DNR   | \$1,435.00  | \$1,909.00          |             |
| THORN POINT - DAYTON GEN HOSP                        | TWO-WAY          | DAYTON        | COLUMBIA         | DNR          | 430.00                                     | DNR   | \$1,478.00  | \$1,908.00          |             |
| UNION GAP - COMP WORKS                               | BROADBAND        | UNION GAP     | YAKIMA           | DNR          | 330.00                                     | DNR   | \$763.00    | \$1,093.00          |             |
| UNION GAP - KELLEY'S TELECOM                         | PAGING           | UNION GAP     | YAKIMA           | DNR          | 518.00                                     | DNR   | \$1,689.00  | \$2,207.00          |             |
| WENATCHEE MTN - FISHER                               | TV TRANSLATOR    | WENATCHEE     | KITTITAS         | DNR          | 409.00                                     | DNR   | \$1,624.00  | \$2,033.00          |             |
| WENATCHEE MTN - INMIG AND                            | TWO-WAY          | WENATCHEE     | KITTITAS         | DNR          | 834.00                                     | DNR   | \$2,992.00  | \$3,826.00          |             |
| WENATCHEE MTN - RAINIER RADIO SYS                    | AMATEUR RADIO    | WENATCHEE     | KITTITAS         | DNR          | 187.00                                     | DNR   | \$998.00    | \$1,185.00          |             |
| <b>SITE NAME</b>                                     | <b>BUILDINGS</b> | <b>TOWERS</b> | <b>GENERATOR</b> | <b>TRUST</b> |                                            |       |             |                     |             |
| Badger Mountain                                      | 1                | 1             | 1                | 02           | State Forest Purchase <sup>(a)</sup>       |       |             |                     |             |
| Cheelan Butte                                        | 1                |               | 1                | 03           | Common School and Indemnity <sup>(b)</sup> |       |             |                     |             |
| Cleman Mountain                                      | 2                |               | 1                | 04           | Agricultural School <sup>(c)</sup>         |       |             |                     |             |
| Creston Butte                                        | 1                |               |                  | 03           | Common School and Indemnity <sup>(b)</sup> |       |             |                     |             |
| Grayback                                             | 1                |               |                  | 03           | Common School and Indemnity <sup>(b)</sup> |       |             |                     |             |
| Jump Off Joe Butte                                   | 1                | 1             |                  | 03           | Common School and Indemnity <sup>(b)</sup> |       |             |                     |             |
| Nanezum Ridge                                        | 1                |               | 1                | 03           | Common School and Indemnity <sup>(b)</sup> |       |             |                     |             |
|                                                      |                  |               |                  |              | <b>TOTAL =</b>                             |       |             | <b>\$127,289.00</b> |             |

| SOUTHEAST CONTINUED - EXHIBIT E |           |        |           |          |                                    |  |  |  |  |
|---------------------------------|-----------|--------|-----------|----------|------------------------------------|--|--|--|--|
| SITE NAME                       | BUILDINGS | TOWERS | GENERATOR | TRUST    |                                    |  |  |  |  |
| Peach Point                     | 1         | 1      |           | 03       | Common School and Indemnity (b)(1) |  |  |  |  |
| Thorn Point                     | 1         | 1      | 1         | 03       | Common School and Indemnity (b)(1) |  |  |  |  |
| Union Gap                       | 1         |        |           | 03       | Common School and Indemnity (b)(1) |  |  |  |  |
| Wenatchee Mountain              | 1         |        | 2         | 03       | Common School and Indemnity (b)(1) |  |  |  |  |
| <b>TOTALS =</b>                 | <b>12</b> |        | <b>6</b>  | <b>7</b> |                                    |  |  |  |  |

The contents of this spreadsheet include information relating to Washington State Department of Natural Resources Commercial Communication Site Revenue. The revenue information came from many different sources and in some cases is an approximated value. An example, of an approximate value would be a lump sum perpetual agreement that included tower, land, radio, & space but did not have an amount breakdown for each item. This information was current as of August 1, 2009, but may have changed due to new leases, rental adjustments, and equipment changes.