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

Request for Qualifications & Quotations # 12-004RP

WEST KLICKITAT FUELS REDUCTION

2012 Jobs Bill- Engrossed Senate Bill 5127 Legislation

PERIOD OF PERFORMANCE

October 2012–June 30th, 2013

PROJECT NAME

WEST KLICKITAT FUELS REDUCTION PROJECT
County: Chelan

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BIDDER ELIGIBILITY

This procurement is open to those Contractors who satisfy the minimum qualifications stated herein and that are available for work in Washington State.

RFQQ CONTACT

Joe Weeks
Washington State Department of Natural Resources

Address 713 East Bowers Road
Ellensburg, WA 98926
Phone: 509.925.8510
FAX: 509.925.8522
E-mail: Joe.weeks@dnr.wa.gov

PROPOSAL DUE DATE & TIME

October 5th, 2012
Time 4:00 PM (PST)

1. INTRODUCTION

1.1 Purpose and Background

The Washington State Department of Natural Resources, hereafter referred to as "DNR" is initiating this Request for Qualifications and Quotations (RFQQ) to solicit proposals from eligible firms interested in doing public tree inventory work.

The purpose and intent behind this work is to complete community forest inventory work and report on existing conditions of public trees in selected Washington communities.

1.2 Scope of Work

2 The apparent successful contractor will be expected to provide labor, transportation, materials, equipment and all expenses to implement technical landowner assistance to private landowners within the boundaries of the project area. (See map Exhibit C-3)

3 Apparent successful contractor shall deliver geodatabase information of the individual landowner location as well as all appropriate assessment information using the USDA 1144 format.(See Exhibit C-1) The data delivered to DNR must seamlessly import to DNR's geodatabase. All data will be collected spatially following an agency provided data standard. More specific equipment and data collection requirements are listed in Exhibit C.

4 Projects are located in Klickitat County, in communities within the project area's footprint.

5 Rate quotes are requested for the geographic area listed above. Bidders may provide quotes for some or all of these areas. **Rates must be submitted on the Cost Detail Sheet Exhibit B, attached hereto and incorporated herein by this reference.** Rates shall include a cost per day quote and a quote to produce a summary report (per community); summary report shall include field observations, general management recommendations and additional information useful for completion of a comprehensive report (DNR generated).

A map outlining the project boundaries and unit designations is attached as Exhibit C-1, attached hereto and incorporated herein.

1.2.1 General prescription/specifications

A. Project Area and Description

The project is located in central and Western Klickitat within: easterly portion of Township 3 North Range 11 East; Township 3 North, Ranges 12 East; northwest portion of Township 3 North Ranges 13 East.

This includes but not limited to communities such as but not limited to Courtney Road, Upper Snowden, Appleton, Fisher Hill, Waukicus, Klickitat, Nine Mile Road, Major Creek, and McGovern Road to name a few of the affected community areas within the project boundaries. .

These communities have a history of wildfire. They have areas where the fuel loading risks are high to extreme and need to be reduced to lower risks to infrastructure within these portions of the WUI.

1.2.2 Description of plan to accomplish tasks, study, project, etc.

The contractor is expected to have the necessary staff and equipment to complete the project in the allotted time frame. The contractor's staff members who will be working on the project are expected to be at the pre-work meeting. The Project Leader for the contractor is expected to provide regular progress reports to the DNR's Project Leader once work commences. Access to the project area is the responsibility of the contractor including the use of snowmobiles, ATV's, snowshoes, or other equipment necessary to complete the project. The contractor is further expected to provide or have access to all necessary equipment to complete the project on the ground such as Relaskops, paint guns, compasses, clinometers, field notebooks, GPS eqipment and other equipment necessary to complete the project.

1.2.3 Project schedule for conduct of work

Following is the format for a list of tasks associated with this project. It is understood that the consultant may be working on different tasks at the same time after the pre-work meeting. The project leader for the DNR (or their representative) is expected to approve or disapprove completion of the task within five (5) working days after the consultant submits required field notes and/or reports and notifies the project leader that the task has been completed.

TASK	DATE
Pre-work meeting	
General Work Plan schedule with community level	
Delineation of community level boundaries	
Community landowner contacts	
Home assessment done for each community	
Project layout and boundary designation	
GIS and Database development	
Final inspection & approval of project tasks by DNR project leader	
Summary report & project feedback	
Approval of summary report by DNR project leader	
Authorization for final payment to contractor by DNR project leader	

1.2.4. Products and Timelines

The contractor shall be responsible for submitting the following information and reports:

1. Completion of Landowner contacts and assessments
2. Layout Field Notes & Draft Prescription
3. GPS Data
4. Prescription Report
5. Summary Report & Project Feedback

Field notes, data and reports should be submitted to the DNR project leader within five (5) working days after completion of the task.

1.2.5. Acceptance Criteria for Products

The DNR project leader will accept or reject tasks submitted for approval within five (5) working days after submission. Submitted work will be checked for accuracy and adherence to guidelines set forth in the contract. If a task submitted for approval is not acceptable to the DNR, the DNR project leader will contact the contractor's project leader to discuss reasons for disapproval and steps necessary to bring the work up to DNR standards. The contractor is then expected to provide a timeline for making the necessary changes to bring the work up to DNR standards within a reasonable period of time agreeable to both parties.

If unacceptable work is rejected a second time, the DNR reserves the right to charge the consultant for additional cost incurred to the DNR for future inspections. This work will be charged at a rate of $50 per hour for all DNR employees (including support staff) used to approve the required task.

DNR reserves the right to request additional reports relating to various aspects of the project.

Rate quotes are requested on a per acre basis. A quote form by unit is attached as Exhibit C, attached hereto and incorporated herein by this reference. **This form must be used when submitting bids.**

1.3 Minimum Qualifications

The Bidder must be licensed to do business in the state of Washington.

1.6 Funding

Any contract resulting from this RFQQ will be funded with the 2012 Washington State Jobs bill

Fund Title: Engrossed Senate Bill 5127

1.7 Period of Performance

The period of performance of the contract resulting from this RFQQ is tentatively scheduled for the completed execution of the contract to **(June 30th, 2013).** Any amendments extending the period of performance shall be at DNR's sole discretion.

SECTION 2 - GENERAL INFORMATION

2.1 RFQQ Coordinator

The RFQQ Coordinator is the sole point of contact in DNR for this procurement. All communication between the Bidders and the DNR shall be with the RFQQ Coordinator, as follows:

Name	**Joe Weeks**
Mailing address Street Address	713 East Bowers Road
City, State, Zip Code	Ellensburg, WA 98926
Phone Number	509.925.0902 Office 509.856.7055
FAX Number	509.925.8522
E-Mail Address	joe.weeks@dnr.wa.gov

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

2.2 Estimates Schedule of Activities

Proposals Due	**October 5th, 2012**
Evaluate Proposal	October 5 -12,2012
Announce Apparent Successful Contractor/Notification to Unsuccessful Bidders	October 15, 2012
Negotiate Contract	October 15-22, 2012
Sign Contract and Begin Work	October 29,2012

DNR reserves the right to revise this schedule.

2.3 Submission of Proposals

Bidders are required to submit four (4) copies of their proposal. One copy must have an original signature and three copies can have photocopied signatures.

The proposal is to be sent to the RFQQ Coordinator at the address listed in Section 2.1 above. The envelope should be clearly marked to the attention of the RFQQ Coordinator.

The proposal, whether mailed or hand delivered, must arrive at the DNR no later than 4:30 pm, local time, on the date specified in Section 2.2 above.

Bidders should allow for normal mail delivery time to ensure timely delivery of their proposals to the RFQQ Coordinator. The Bidder assumes the risk for the method of delivery they choose. DNR assumes no responsibility for delays caused by a delivery service.

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

2.4 Public Disclosure

Proposals submitted in response to this competitive procurement shall become the property of DNR and are subject to disclosure under the Public Records Act (RCW 42.56). All information in the proposal the Bidder claims is exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as such by the Bidder. The page must be identified and the particular exemption from disclosure relied upon by the Bidder must be identified. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

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

A charge will be made for copying and shipping records to a requester as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

2.5 Failure to Comply

If the Bidder fails to comply with any requirement of the RFQQ, DNR will reject the proposal.

2.6 Signatures

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

2.7 Revisions to the RFQQ

DNR reserves the right to revise the RFQQ and/or to issue addenda to the RFQQ. If DNR finds it necessary to revise any part of the RFQQ, addenda will be provided to all those who received the RFQQ.

DNR also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

2.8 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 RFQQ.

2.9 Acceptance Period

Proposals must provide 60 days for acceptance by DNR from the due date for receipt of proposals.

2.10 Responsiveness

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Bidder is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal as non-responsive.

DNR also reserves the right, at its sole discretion to waive minor administrative irregularities.

2.11 Most Favorable Terms

The DNR reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal shall be submitted initially on the most favorable terms that the Bidder can propose. There will be no best and final offer procedure. DNR does reserve the right to contact a Bidder for clarification of the proposal during the evaluation process. In addition, if the Bidder is selected as an apparent successful contractor, DNR reserves the right to enter into contract negotiations with the apparent successful contractor, which may include discussion regarding the terms of the proposal.

Contract negotiations may result in incorporation of some or the Bidder's entire proposal. The Bidder is to be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. It is also understood that the proposal will become part of the official procurement file.

2.12 Obligation to Contract

This RFQQ does not obligate the state of Washington or DNR to contract for services described.

2.13 Cost to Propose

The DNR will not be liable for any costs incurred by the Bidder in preparation of the proposal submitted in response to this RFQQ, or any other activities related to responding to this RFQQ.

2.14 Commitment of Funds

The Commissioner of Public Lands or his delegate is the only individual who may legally commit the DNR to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.15 Indemnity and Insurance Coverage

The contractor must indemnify and have adequate insurance coverage to hold DNR and the State harmless for any claims arising out of or resulting from the contract. See the contract at Exhibit A for the specific requirements.

SECTION 3 – PROPOSAL CONTENTS

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Bidder in preparing a thorough response.

Items marked as "mandatory" must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 Qualifications Section

The qualifications section of the proposal must contain information that will demonstrate to the evaluation committee the Bidder's understanding of the types of services proposed, the firm's ability to accomplish them and the ability to meet tight time frames.

3.1.1 Business Information (Mandatory)

A. State the Bidder's business name, address, e-mail address, principal place of business, telephone number and fax number of legal entity or individual with whom the contract would be made.

B. Specify the legal status of the business (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

C. Include the Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification number issued by the state of Washington Department of Revenue.

D. If the Bidder has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposal, 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 Bidder's position on the matter. The DNR will evaluate the facts and may, at its sole discretion, reject the proposal on the ground of the past experience. If no such termination for default has been experienced by the Bidder in the past five (5) years, so indicate.

3.1.2 Qualifications (Scored)

The qualifications section of the proposal must contain information that will demonstrate to the evaluation committee the Bidder's understanding of the types of services proposed, the firm's ability to accomplish them and the ability to meet tight time frames.

3.2.1 Experience of Bidder (Scored)

A. Identify the number of years the Bidder has successfully provided the type of service as being requested within this proposal.

B. Specify the Bidder's level of knowledge and experience in professional arboriculture consulting services to collect tree and tree planting site inventory data, write summary reports and provide management recommendations for community forest operation activities.

C. Describe the firm's recent experience with spatial data collection and providing technical landowner assistance.

D. State Bidder's capacity and ability to complete this scope of work within the period of performance in addition to meeting the administrative reporting and invoicing requirements in a timely manner. Multiple community inventories may be awarded to a single Bidder. Please state your capacity to complete multiple projects within the period of performance.

E. Include a list of contracts the Bidder has had during the last two years that relate to the Bidder's ability to perform the services needed under this RFQQ.

List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

F. Identify staff, who may be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel. Provide resumes (not to exceed two (2) pages per person) 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 Bidder shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the DNR.

3.2.2 Project Structure/Internal Controls (Scored)

Provide a description of the proposed project structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

3.2.3 Schedule (Scored)

Describe the Bidder's ability to meet deadlines, especially on a short-time frame, and give examples of how past tight deadlines have been successfully met.

3.2.4 References (Mandatory)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Bidder must grant permission to the DNR to contact the references. Do not include current DNR staff as references. References will be contacted for the top-scoring proposal(s) only.

3.3 Technical Proposal (Scored)

The Technical Proposal shall contain a comprehensive description of services including the following elements:

3.3.1 Project Approach/Methodology (Scored)

Include a complete description of the Bidder's proposed approach and methodology for the project. This section should convey Bidder understands of the proposed project.

3.3.2 Work Plan (Scored)

Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFQQ. This section of the Technical Proposal shall contain sufficient detail to convey to members of the evaluation team the Bidder's knowledge of the subjects and skills necessary to successfully complete the project. The Bidder may also present any

creative approaches that might be appropriate and may provide any pertinent supporting documentation.

3.3.3 Deliverables (Scored)

Fully describe deliverables to be submitted under the proposed contract; including a proposed outline of a final project summary report.

3.4 Cost Quotation (Scored)

The evaluation process is designed to award this procurement not necessarily based on least cost, but rather to the Bidder who best meets the requirements of this RFQQ.

3.4.1 Cost Detail Sheet

Complete Exhibit B, Cost Detail Sheet

3.4.2 Washington State Taxes and Permit Fees

Bidders are required to pay all applicable Washington state taxes and permit fees. Applicable Washington state tax and permit fees must be included in the bid proposal.

SECTION 4 – EVALUATION AND CONTRACT AWARD

4.1 Evaluation Weighting and Scoring

The following weighting and points will be assigned to the proposal for evaluation purposes:

Qualifications	**35 points (maximum)**
Experience of Bidder and Staff	20 points (maximum)
Project Team Structure/Internal Controls	10 points (maximum)
Schedule	05 points (maximum)
Technical Proposal	**35 points (maximum)**
Project Approach/ Methodology	10 points (maximum)
Quality of Work Plan	20 points (maximum)
Project Deliverables	05 points (maximum)
Pricing Details	**30 points (maximum)**
TOTAL EVALUATION POINTS	**100 points (maximum)**

4.2 Notification to Unsuccessful Bidders

Firms whose proposals have not been selected for further negotiation or award will be notified via e-mail at the e-mail provided in the proposal.

4.3 General Terms and Conditions

The apparently successful contractor will be expected to enter into a contract with the DNR which is substantially the same as the contract attached as Exhibit A, including the DNR General Terms and Conditions.

4.4 Protest Procedure

Bidders who responded to this solicitation may file a protest to the selection of the winning proposals with the RFQQ Coordinator within three (3) business days after contract award.

Bidders 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 Bidders 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 statement 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 RFQQ Coordinator.

Only protests raising one or more factually supportable issues concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- 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 (5) 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 Bidders that submitted a proposal, those Bidders will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ 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 and/or conduct and determine the DNR to be substantially in compliance and reject the protest; or
- Find merit in the protest and provide the DNR options which may include:
    - Correct the errors and re-evaluate all proposals
    - 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.

EXHIBIT A
SAMPLE CONTRACT

WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

PERSONAL SERVICES CONTRACT
(sample contract)

I.
II. Contract No. PSC **[Click** here **and type contract number]**

This Contract is between the State of Washington Department of Natural Resources, referred to as the DNR, and[Click **here** and type contractor's name], 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:

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 the 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. (See Attachment B)

(1) The Contractor will provide the following: [Click **here** and type]

(2) The Contractor shall produce the following: Contractor is expected to complete the following tasks.
1

Attachment B contains the detailed Scope of Work or in 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 date of the final signatures commencing this contract .

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.

(2) Completion Date: This contract shall terminate on June 30. 20131 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 [Click **here** and type amount in words]
($[Click **here** and type amount in numerals]). Contractor's compensation for services rendered shall be based on the following rates or as follows:

Completion of a work assignment agreed to by the contractor and DNR project manager at the time of the pre-work conference. There may be a season shutdown of the contract due to weather in the winter months that will be designated by the DNR project manager.

(2) Time of Payment: Payment for work performed shall be made in accordance with the following.

Monthly payment will be the standards used for payment.

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. The 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 [Click **here** and type]

III. The Contractor shall make requests for payment on state invoice voucher forms prepared as DNR prescribes. Invoice vouchers shall include information necessary for the 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 the DNR as reimbursable. The maximum amount is to be [Click **here** and type amount in words] ($[Click **here** and type amount in numerals]). 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.

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.

(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, 2013, to DNR no later than July 10, 2013

20[Click **here** and type]. If DNR does not receive invoices and bills by July 10, 2013

Considerable delay in payment may result.

6.01 Federal Subcontract. When the DNR is passing federal funds to the Contractor, the Contractor will be considered a "sub-recipient.", and shall

(1) Adhere to the Federal Office of Management & Budget (OMB) Circular A-133 and other applicable federal and State regulations;

(2) Provide access to independent auditors to its financial records.

The Contractor may obtain a copy of the federal agreement governing this Contract by contacting the DNR Project Manager.

7.01. Acceptance. Progress payments shall become due and payable when the Contractor delivers each product and DNR favorably accepts the product.. If a product is not acceptable to DNR, the DNR shall within ten (10) working days from receipt, notify the Contractor in writing of the nature of defects in the product and any proposed remedy. The Contractor shall respond to this notice in writing within ten (10) working days specifying the action to be taken to make the product acceptable to the DNR.

8.01 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.

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 [Click **here** and type 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 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 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 the 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 the DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.

(2). Insurers subject to Chapter 48.15 RCW (Surplus lines): The DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverage's 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 the DNR that demonstrates Contractor's financial condition is satisfactory to self-insure any of the required insurance coverage's.

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 the 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 the 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 the 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 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 the DNR for recovery of damages to the extent they are covered by workers' compensation, employer's 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 worker's 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 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.

9.01 Project Manager.

(1) The Project Manager for the Contractor is [Click **here** and type project manager name], Telephone Number [Click **here** and type telephone number].

(2) The Project Manager for the DNR is Joe Weeks, 509.925.0972 at the DNR Office Southeast Region

IN WITNESS WHEREOF, the parties have executed this Agreement.

[CLICK **HERE** AND TYPE CONTACTOR NAME]

Dated: _____, 20 ___

By: _____

Title: _____

Address: _____

Telephone: _____

FTIN: _____

UBI Number: _____.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20 ___

By: _____

[Click **here** and type Name – Commissioner, Manager]

Title: [Click **here** and type Title]

Address: [Click **here** and type address]

Personal Services Contract
Approved as to Form 9/29/97
By the Assistant Attorney General
State of Washington

Attachment A

GENERAL TERMS AND CONDITIONS

1.01 Identification. The Contract number must appear on all documents, correspondence, invoices and all other written material submitted or prepared in conjunction with this Contract.

2.01 Independent Capacity of Contractor. The Contractor and its employees or agents performing under this Contract are not employees or agents of the DNR. The Contractor will not represent itself nor claim to be an officer or employee of the DNR or of the State of Washington by reason hereof, nor will the Contractor make any claims of right, privilege or benefit which would accrue to an employee under Washington law.

3.01 Deductions. The DNR shall make no deductions from the stated amount of compensation for income tax, social security taxes, medical insurance, industrial insurance, license fees or deductions of any other kind. Contractor is responsible for all deductions for which the Contractor may be liable.

4.01 Retention of Records. The Contractor shall maintain books, records, documents and other materials which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These materials shall be available at all reasonable times for inspection, review, or audit by personnel duly authorized by the DNR, and State or federal officials so authorized by law, rule, regulation or contract. The Contractor will retain these materials for six (6) years after settlement or termination.

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.

5.01 Right of Inspection. The Contractor shall provide right of access to its facilities to the DNR, 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.

6.01 Treatment of Assets. Title to all property furnished by the DNR shall remain property of the DNR. Title to all property furnished by the Contractor, 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 DNR upon delivery of such property by the Contractor.

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

The Contractor shall be responsible for any loss or damage to DNR property resulting from the contractor's negligence or which results from the contractor's failure to maintain and administer that property according to sound management practices. If there is loss or damage to DNR property, the Contractor shall notify the DNR of the loss and shall take all reasonable steps to protect that property from further damage.

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

7.01 Close-out. The Contractor must submit all requests for reimbursement for work performed under this Contract to the DNR so that they are received no later than thirty (30) days following the termination of this Contract. If an earlier date is specified in this Contract, the earlier date shall take precedence.

8.01 Non-discrimination. During the performance of this Contract, the Contractor shall comply with all federal and State nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance 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 DNR.

9.01 Assignability. This Contract, and any claim arising under this Contract, is not assignable or delegable by the Contractor either in whole or in part.

10.01 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 DNR.

11.01 Changes/Extras. The DNR may at any time, by written order, make changes within the general scope of this Contract. No payment for changes or extras shall be made unless such changes or extras and the price have been authorized in advance in writing by the DNR Project Manager. No extension of time because of changes or extras will be allowed, unless such extension has been authorized by the DNR Project Manager.

No contract work shall be commenced nor any payment rendered for any work or services to be performed in connection with this Contract until a contract amendment has been signed by both parties.

12.01 Disputes. The DNR Project Manager shall decide disputes concerning questions of fact that are not resolved by agreement. The DNR Project Manager shall furnish the Contractor a written, signed copy of the decision. The DNR Project Manager's decision is final unless the Contractor appeals in writing to the DNR Project Manager within 30 days of receiving the latter's decision. The Commissioner of Public Lands or his authorized representative will decide the appeal. The decision will be final.

This dispute resolution process shall precede any action in a judicial or quasi-judicial tribunal. The Contractor does not waive any right to seek review of the DNR's decision. The Contractor may seek review only in the Superior Court of Thurston County. Pending final decision , the Contractor shall proceed diligently to perform according to the contract and to DNR's decisions.

13.01 Conflict of Interest. The DNR may, by written notice to the Contractor, terminate this Contract if it is found that there is a violation of the State Ethics Law, 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 DNR 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 DNR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

14.01 Termination of Contract for Cause. The DNR may terminate this Contract in whole, or in part, at any time after thirty (30) days' notice whenever it is determined that the Contractor has failed to comply with the terms and conditions of the Contract. The DNR shall promptly notify the Contractor in writing of the termination and the reasons for termination, together with the effective date of termination.

15.01 Termination for Funding Reasons. The DNR may unilaterally terminate this Contract in the event that funding from federal, State or other sources becomes no longer available to the DNR, or is not allocated for the purpose of meeting the DNR's obligation hereunder. Such action is effective when the DNR sends written notification of termination.

16.01 Termination for Convenience. The DNR may terminate this Contract in whole or in part by giving fifteen (15) days' written notice to the Contractor when it is in the best interest of the DNR. If this Contract is so terminated, the DNR shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

17.01 Hold Harmless and Indemnification. To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the contract. “Claim” as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys’ fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor’s obligation to indemnify, defend, and hold harmless includes any claim by contractor’s agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend, and hold harmless DNR 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 DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR 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 DNR and its officials, agents or employees.

18.01 Publication Rights, and Rights to Data, Patents and Inventions. The Contractor shall not publish any of the results of the contract work without the advance written permission of the DNR. DNR will not be unreasonably withhold permission and will respond to publishing request within thirty (30) days.

Unless otherwise provided, data which originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the Contract, but which does not originate therefrom, shall be transferred to the DNR with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Contractor has a right to grant a license.

In accordance with Chapter 39.29 RCW, Contractor shall not charge additional costs to the DNR, the Joint Legislative Audit and Review Committee (JLARC) or the Office of the State Auditor for access to

data generated under this contract. Contractor shall provide access to data generated under this contract to the DNR, the Joint Legislative Audit and Review Committee (JLARC), and the Office of the State Auditor during the term of this Contract and thereafter. For purposes of this section, Data@ includes all information that supports the findings, conclusions, and recommendations of the contractor=s reports, including computer models and the methodology for those models.

19.01 Licensing, Accreditation and Registration. The Contractor shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20.01 Confidentiality. Contractor shall not disclose to any third party any proprietary or confidential information received from the DNR, or acquired during the course of work under this Contract and shall not use for its own benefit or that of others, any such information, whether developed in the course of this Contract or derived from the DNR, except as may be authorized by the DNR in writing. All information developed in the performance of this Contract shall be considered the DNR's proprietary information.

21.01 Governing Law. This Contract shall be governed by the laws of the State of Washington. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

(1). Applicable federal and State statutes and regulations;
(2) The Special Terms and Conditions as contained in the main contract instrument;
(3) The General Terms and Conditions contained in this Attachment A;
(4). Any Statement of Work attached hereto and incorporated by reference herein; and
(5) Any other provisions or attachments of the Contract whether incorporated by reference or otherwise.

22.01 Jurisdiction/Venue. This Contract shall be construed and interpreted under the laws of the State of Washington and the venue of any action brought under this Contract shall be in the Superior Court for Thurston County. The Contractor, by execution of this Contract, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

23.01 Waiver. A failure by the DNR to exercise its rights shall not constitute a waiver of any rights under this Contract unless Stated to be such in writing signed by an authorized representative of the DNR and attached to the original Contract.

24.01 Entire Contract. This document contains all covenants, stipulations and provisions agreed by both parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any Statement representation, promise or agreement not set forth herein except for extension of the completion date. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Contract.

25.01 Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable

.Attachment B

SCOPE OF WORK

1.0 Background

The project is located in central and Western Klickitat within: easterly portion of Township 3 North Range 11 East; Township 3 North, Ranges 12 East; northwest portion of Township 3 North Ranges 13 East.

This includes but not limited to communities such as but not limited to Courtney Road, Upper Snowden, Appleton, Fisher Hill/Waukicus, Klickitat, Nine Mile Road, Major Creek, and McGovern Road to name a few of the affected community areas within the project boundaries. .

These communities have a history of wildfire. They have areas where the fuel loading risks are high to extreme and need to be reduced to lower risks to infrastructure within these portions of the WUI.

2.0 Description of all project requirements;

The contractor is expected to have the necessary staff and equipment to complete the project in the allotted time frame. The contractor's staff members who will be working on the project are expected to be at the pre-work meeting. The Project Leader for the contractor is expected to provide regular progress reports to the DNR's Project Leader once work commences. Access to the project area is the responsibility of the contractor including the use of snowmobiles, ATV's, snowshoes, or other equipment necessary to complete the project. The contractor is further expected to provide or have access to all necessary equipment to complete the project on the ground such as Relaskops, paint guns, compasses, clinometers, field notebooks, GPS equipment and other equipment necessary to complete the project.

3.0 Description of plan to accomplish tasks, study, project, etc.;

The contractor will be expected to provide labor, transportation, materials, and equipment for this fuels reduction project. Work will consist of canvasing the communities within the project boundaries as to whether or not they want to participate in the program, assisting the landowners in home assessments as to fire risks, building databases and GIS information as to locations of the various landowners contacted, development of the project boundaries, and maintaining a summary of project progress during the contract. The West Klickitat Fuels Reduction Project is located in Klickitat County. This includes areas in and

around areas on the west side of the Klickitat River up to the main river between the river and the White River drainage.

These communities have has a history of wildfire. They have areas where the fuel loading risks are high to extreme and need to be reduced to lower risks to infrastructure within these portions of the WUI.

A map outlining the project boundaries and unit designations is attached as Exhibit C-1, attached hereto and incorporated herein

3.0.1. Individual Landowner contacts

- Provide individual landowner information on 90% of land ownership within a specific community.
- Make a minimum of 80 contacts with individual landowners to see whether or not they want to participate in the local forest Health/fuels reduction program.
- Develop a database to store needed information as agreed to by DNR Project Leader.
- Complete the task by date agreed to by DNR Project Leader.

3.0.2. Home assessments

- Complete Home Assessment forms (using the USFS 1144 format) on 90% of homes in any specific community with an overall project goal of a minimum of 80 individual landowner contacts.
- Maintain a database of information on scoring as agreed to by DNR Project leader.
- Re-assessments after the prescription is completed and data placed in the database as necessary.

3.0.3. Fuel Reduction Boundary Layout

- Complete unit layouts from the information gathered through the Homeowner Assessments and applications to do the program
- Do reconnaissance of each community area described in the project description. Meet with DNR Project Leader to get tentative boundaries approved.
- Contractor should notify the DNR project leader of the need for further assistance from the survey staff.
- Boundaries will be marked with flagging. Flagging to be provided by contractor. Boundary will be spatial designated and put into the proper GIS Regional category. DNR Project Leader will determine flagging color. Flagging color should be consistent throughout the project area and described in the summary report.

3.0.4. Delineation of Stream Buffers and Wetlands

- Stream typing must be approved by DNR project leader prior to flagging.
- Locate Type F and/or Np exclusion zones.

- Locate Type Ns Equipment Limitation Zones (ELZ).
- Locate Type A and B wetland exclusion zones.

3.0.5. GPS Mapping

- Create shape files of unit boundaries and roads (if necessary) using attached DNR GPS guidelines.
- Be able to transfer the recorded information into the proper files designated by the DNR Project Manager.

3.0.6**. Compliance**

- Review individual Landowners progress in meeting their prescriptions.
- Give landowners advice as necessary to meet on site prescriptions.
- Provide the DNR Project Manager Status information on those sites that have had compliance done on them.

- **3.0.7. Summary Report & Project Feedback (See Attachment X, and X)**
  - Contractor will fill out a summary report using DNR report guidelines. Contractor will fill out the DNR Performance Evaluation Form.
  - Contractor will fill out the Contractor Performance Evaluation Form.

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

4.0 Project schedule for conduct of work;

A pre-work conference will be help between representatives of the contractor and the DNR Project manager to determine the exact schedule to meet the project goals after the commencement of the contract.

TASK	DATE
Pre-work meeting	
General Work Plan schedule with community level	
Delineation of community level boundaries	
Community landowner contacts	
Home assessment done for each community	
Project layout and boundary designation	
GIS and Database development	
Final inspection & approval of project tasks by DNR project leader	
Summary report & project feedback	
Approval of summary report by DNR project leader	
Authorization for final payment to contractor by DNR project leader	

5.0 Deliverables and Timelines

The contractor shall be responsible for submitting the following reports and a final report on the dates specified as follows: (See 4.01 for explanation)

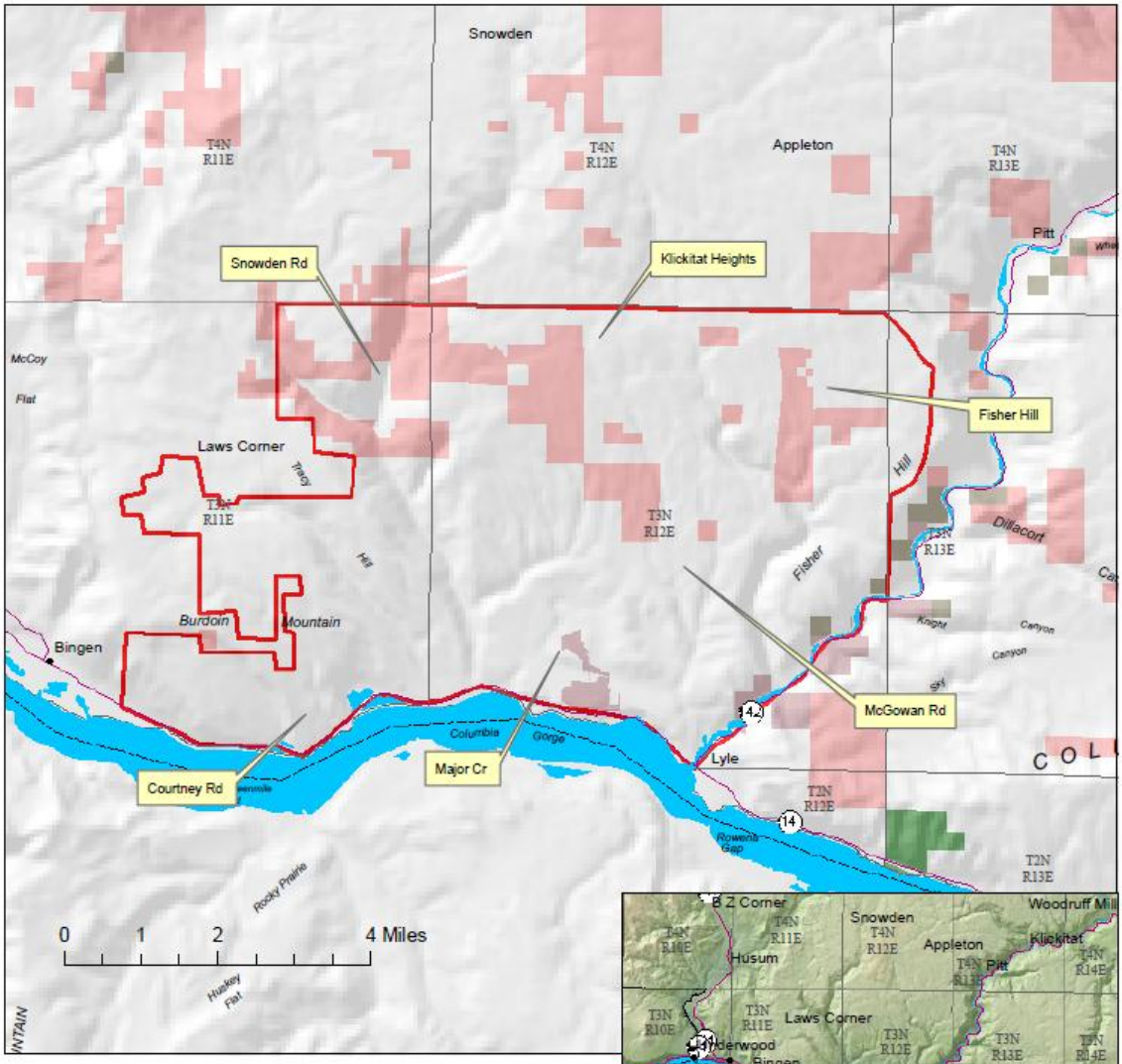
6.0. Acceptance Criteria for Deliverables

All criteria will be specifically spelled out at the time of the pre-work conference between the contractor representative and the DNR's project manager.

DNR reserves the right to request additional reports relating to various aspects of the project.

Attachment C-1

MAPS



2012 Jobs Bill Fuel Reduction Klickitat River West Klickitat County

- Klickitat River West
- Highways
- USFS
- DNR
- State Parks
- WDFW
- BLM
- US F&W
- NPS
- Yakama

Jobs Bill Fuels Reduction Treatment Areas		
Priority	Community	Acreage
1	Snowden Rd	25
2	Fisher Hill	20
3	Klickitat Hgts	20
4	Courtney Rd	20
5	McGowen Rd	20
6	Major Cr	20
* Project priorities are dependant on participation and available funding		

WASHINGTON STATE DEPARTMENT OF Natural Resources

Exhibit C-2
Assessment Form

Wildland Fire Risk Assessment Form

(Circle the most appropriate element in each category and total the points)

Homeowner:_____ Phone/Email_____

Address:_____ City:_____ Zip:_____

Element	Assessed Points
A. Means of Access (County Rd/ Main Rd access)	
1. Ingress and egress	
a. Two or more roads in/out	0
b. One road in/out	7
2. Road width	
a. ≥ 24 ft.	0
b. 20 to 24 ft.	2
c. < 20 ft.	4
3. All-season road condition	
a. Surfaced road, grade < 5%	0
b. Surfaced road, grade > 5%	2
c. Non-surfaced road, grade < 5%	2
d. Non-surfaced road, grade > 5%	5
e. Other than all-season	7
4. Fire Service Access (Driveway)	
a. ≤ 300 ft. with turnaround	0
b. > 300 ft. with turnaround	2
c. < 300 ft. with no turnaround	4
d. ≥ 300 ft. with no turnaround	5
5. Street signs and home address numbers	
a. Present: 4 in. in size and reflectorized	0
b. Not present	5
B. Vegetation	
1. Characteristics of predominate vegetation within 300 ft.	
a. Light (grasses, forbs, sawgrasses and tundra)	5
b. Medium (light brush and small trees)	10
c. Heavy (dense brush, timber and hardwoods)	20
d. Slash (timber harvesting residue)	25
2. Defensible space	
a. More than 100 ft. of vegetation treatment from the structure(s)	0
b. 71 – 100 ft. of vegetation treatment from the structure(s)	3
c. 30 – 70 ft. of vegetation treatment from the structure(s)	10
d. <30 ft. of vegetation treatment from the structure(s)	25
C. Topography within 300 ft. of structure(s)	
1. Slope < 9%	1
2. Slope 10% to 20%	4
3. Slope 21% to 30%	7
4. Slope 31% to 40%	8
5. Slope > 41%	10

Hazard Rating	Total Points
1. Low hazard	< 40
2. Moderate hazard	40 - 69
3. High hazard	70 - 112
4. Extreme hazard	> 112

Source: NFPA 1144 Standard for the Protection of Life and Property from Wildfire, 2002 edition, NFPA, Quincy, MA

Element	Assessed Points
D. Additional Rating Factors (rate all that apply)	
1. Topographical features that adversely affect wildland fire behavior	0 1 2 3 4 5
2. Areas with a history of higher fire occurrence than surrounding areas due to special situations (e.g. Heavy lightning, railroads, escaped debris burning, malicious burning)	0 1 2 3 4 5
3. Areas that are periodically exposed to unusually severe fire weather and strong dry winds	0 1 2 3 4 5
4. Separation of adjacent structures that may contribute to fire spread	0 1 2 3 4 5
E. Roofing Assembly	
1. Class A roof (rated in good condition)	0
2. Class B roof (rated in fair condition)	3
3. Class C roof (rated in poor condition)	15
4. Nonrated (wood shake shingles)	25
F. Building Construction	
1. Materials (predominate)	
a. Noncombustible/fire-resistive siding, eaves and decks	0
b. Noncombustible/fire-resistive siding, combustible deck	5
c. Combustible siding and deck	10
2. Building setback relative to slopes > 30%	
a. ≥ 30 ft. to slope	0
b. < 30 ft. to slope	5
G. Available Fire Protection	
1. Water source availability	
a. Pressurized water source availability	
(1) 500 gpm hydrants ≤ 1000 ft. apart	0
(2) 250 gpm hydrants ≤ 1000 ft. apart	1
b. Non-pressurized water source availability (off site)	
(1) ≥ 250 gpm continuous for 2 hours	3
(2) < 250 gpm continuous for 2 hours	5
c. Water unavailable	10
2. Organized response resources	
a. Station ≤ 5 mi. from structure	0
b. Station > 5 Mi. from structure	3
3. Fixed fire protection	
a. NFPA 13, 13R, 13D sprinkler system	0
b. None	5
H. Placement of Gas and Electric Utilities	
1. Both utilities underground	0
2. One underground and one aboveground	3
3. Both aboveground	5

Totals for Home or Subdivision
(Total of circled points) _____

Hazard Rating:_____

Latitude:_____

Longitude:_____

Date:_____

Exhibit C-3
Initial Landowner Assessment and Agreement

Date	
Assessor	
Landowner	
Address	
Parcel	
Location	
Lat. Long	

Maximum cost share rates

Practice	Rate – Light per/ac	Rate – Heavy per/ac	Rate – per/hr.***
Thinning	$1600.00 (1-1000 trees/ac)	$225.00 (1001+ trees/ac)	$21.62
Pruning/ Brush*	$160.00	$200.00	$21.62
Slash Disposal**	$250.00	$315.00	$21.62

* Heavy brush-impassible on foot
**Most slash loads are not heavy. Pre-commercial thinning activities rarely generate this volume of slash in our area.
***If the Landowner is doing the work, documentation must be supported with time sheet, receipts, etc.

Modifications / changes to existing Landowner application if applicable.

Practice	Y/N	Type of Modification- (prune hgt./stem spacing/ islands/wildlife piles/etc.)
Thinning		
Pruning/ Brush		
Slash Disposal		

Planned cost share prescription

Practice	Acres	Rate	Total cost share*	Addition information
Thinning				
Pruning/ Brush				
Slash Disposal				

*Actual cost share =50% of work cost not to exceed up to this maximum. Landowner's project records will determine actual project cost and cost share available.

Assessor / Forester Date	Landowner Date

Exhibit D

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

Contract: West Klickitat Jobs bill Fuels Reduction

SEALED BID FORM

Company Name: _____

Legal Status of business; (ex: Sole Proprietorship, partnership):_____

Address: _____

Federal Tax ID/ SS#:_____

UBI #: _____

Phone: _____

Fax: _____

Email: _____

Hereby submits the following bid for the West Klickitat Fuels Project, Chelan County, Washington,
as shown on the attached Work Map(s) and described in Scope of Activities of the Grant Agreement.

Per acre bid cost $_____(including sales tax); OR

Daily rate Bid $_____ (including sales tax) for the Total job.

Bidder's Warranty and Bid Signature

By signing and submitting this bid for the "West Klickitat Fuels Project", the bidder warrants to DNR that they have had an opportunity to fully inspect the contract area and the job requirement specifications. Bidder further warrants to DNR that they enter this bid based upon their own judgment of the job costs and requirements formed after their own examination and inspection of the job area.

_____ **Date:** _____

(Signature of Authorized Representative submitting this bid)

_____

(Print name and title of Authorized Representative submitting this bid)

The following REQUIRED information must be included with Bidder's submittal of the SEALED BID FORM:

- References including names and phone numbers for which the bidder has worked.
- Experience doing this type of work.
- Availability–earliest date that work could begin. Ability to meet contract deadlines.
- Staffing–crew structure, number of workers, use of subcontractors, etc.