

**ADDENDUM TO
RFQQ No. 2012-002
FFFPP Barrier Evaluations**

Q-1: Is it my understanding that you want successful applicants to go out and perform barrier evaluations on known crossings not go looking for new crossings?

A-1. That is correct. If you are chosen to provide this service to the Family Forest Fish Passage Program you will be sent a work order that will describe the specific tasks requested of you. These will typically be requests to conduct a barrier inventory on a known crossing for someone who has signed up for the program or is contemplating signing up for the program. This work will sometimes include upstream and downstream checks for other crossings and for any other barriers to passage.

Q-2: Do you by chance have a breakdown of the approximate numbers of fish passages that are in need of this study by geographic area in the State?

A-2. We do not have any numbers as to the number of evaluations we will require in any given year. This number is based on the number of applicants in any given year and that changes from year to year and by geographic area.

Q-3. What is the dollar amount budgeted for this study?

A-3. The amount allocated for the current biennium (2011-13) is \$35,000 total.

Q-4. Applicant Eligibility: Is this contract open to for-profit small businesses or do we need to team up with Regional Fisheries Groups, Conservation Districts, Tribes, or Non Profits?

A-4. The contract is open to for-profit groups as well as Tribes, non-profits, Conservation Districts, and Regional Fisheries Enhancement Groups.

Q-5. Regarding the geographic region specific for this RFQQ: Is this RFQQ written to seek applicants for a state-wide contract or should the applicant define their proposed areas of responsibility, such as Spokane County or Eastern Washington? Some clarification on this will make a huge difference in the amount of potential travel to quantify in order to put together an accurate and competitive quote.

A-5. This is a good question. In theory the RFQQ is statewide, in reality we try to select groups in the various geographic regions of the state to minimize costs and time related to travel. If applicants do have a geographic preference or limits to the area they are able to provide the requested services, they should state that in their response to the RFQQ.

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE
OLYMPIA, WASHINGTON

REQUEST FOR QUALIFICATIONS AND QUOTATIONS
RFQQ NO. 2012-002

If you download this RFQQ from the RCO website located at www.rco.wa.gov you are responsible for sending your name, address, e-mail address and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ amendments or bidder questions/RCO answers.

PROJECT TITLE: Family Forest Fish Passage Program – Barrier Evaluations

PROPOSAL DUE DATE: April 5, 2012

EXPECTED TIME PERIOD FOR CONTRACT: June 2012 through May 2014

APPLICANT ELIGIBILITY: This procurement is open to Regional Fisheries Enhancement Groups, Conservation Districts, local tribes or non-profit watershed groups, and Applicants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR QUALIFICATIONS AND QUOTATIONS:

1. Introduction
2. General Information for Applicants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
 - A. Certifications and Assurances
 - B. Personal Service Contract with General Terms and Conditions
 - C. Barrier Evaluation Forms

TABLE OF CONTENTS

1. Introduction	3
1.1 Purpose and Background	3
1.2 Objective	3
1.3 Minimum Qualifications	4
1.4 Funding	4
1.5 Period of Performance	4
1.6 Definitions	5
1.7 ADA 2	5
2. General Information for Applicants	5
2.1 RFQQ Coordinator	5
2.2 Estimated Schedule of Procurement Activities	6
2.3 Preproposal Conference	6
2.4 Submission of Proposals	6
2.5 Proprietary Information/Public Disclosure	7
2.6 Revisions to the RFQQ	7
2.7 Minority & Women-Owned Business Participation	7
2.8 Acceptance Period	8
2.9 Responsiveness	8
2.10 Most Favorable Terms	8
2.11 Contract and General Terms & Conditions	8
2.12 Costs to Propose	8
2.13 No Obligation to Contract	8
2.14 Rejection of Proposals	9
2.15 Commitment of Funds	9
2.16 Insurance Coverage	9
3. Proposal Contents	10
3.1 Letter of Submittal (Mandatory)	11
3.2 Qualifications Section	11
3.2.1 Business Information (Mandatory)	11
3.2.2 Qualifications	12
3.3 Quotations Section	13
3.3.1 Identification of Costs (SCORED)	13
3.3.2 Computation	13
4. Evaluation and Contract Award	13
4.1 Evaluation Procedure	13
4.2 Clarification of Proposal	13
4.3 Evaluation Weighting and Scoring	14
4.4 Oral Presentations Required	14
4.5 Notification to Proposers	14
4.6 Debriefing of Unsuccessful Proposers	14
4.7 Protest Procedure	14
5. RFQQ Exhibits	15
Exhibit A Certifications and Assurances	16
Exhibit B Personal Service Contract Format including General Terms and Conditions	17
Exhibit C Barrier Evaluation Forms	30

1 INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Recreation and Conservation Office (RCO), the administrative office for the Salmon Recovery Funding Board (SRFB), is seeking qualifications and quotations (RFQQ) to perform barrier evaluations on potential projects for landowners enrolled in the program. The Family Forest Fish Passage Program (FFFPP) is a statewide effort. Many areas of the state lack the necessary resources to produce this site-specific information needed in the evaluation and funding decision process. It is estimated that between 6 and 12 contracts will be awarded to cover different areas around the state. The program is using the Washington Department of Fish and Wildlife (WDFW) protocol for barrier evaluation. The WDFW Barrier Evaluation Manual can be found at <http://wdfw.wa.gov/publications/00061/>. Please see Exhibit C for the Barrier Evaluation Forms.

The SRFB was established by the legislature in 1999. Its mission is to support salmon recovery by funding habitat protection and restoration projects, and related programs and activities that produce sustainable and measurable benefits for fish and their habitat. The FFFPP was created in May 2003 by passage of SSHB 1095 to assist small forest landowners in complying with "Forests and Fish Rules" related to Road Maintenance and Abandonment Plans (RMAPs), through technical and financial assistance to landowners correcting fish passage barriers.

In general, the law provides that:

- The state will create a cost-sharing program and provide 75%-100% of the cost of repairing fish passage barriers.
- No small forest landowner will be required to pay for any part of repairing or replacing a fish passage barrier before submitting a Forest Practices Application for harvesting trees.
- All fish barriers must be prioritized and repaired on a "worst-first" basis.

Participating Agencies

The following agencies are responsible for developing and implementing the program.

- Department of Natural Resources (DNR): The DNR's Small Forest Landowner Office (SFLO) is responsible for implementing the Family Forest Fish Passage Program and is the primary point of contact for anyone who is interested in learning more about the Program. The SFLO is also responsible for selecting which of the prioritized projects will be funded.
- Department of Fish and Wildlife (WDFW): The WDFW is responsible for identifying and prioritizing fish passage barriers on small forestlands.
- Recreation and Conservation Office (RCO): The RCO is responsible for administering the funding of the grant program.
- Washington Farm Forestry Association (WFFA): The WFFA serves in an advisory capacity to the Program and is responsible for participating in ongoing policy development on behalf of family forest landowners statewide.

1.2 OBJECTIVES AND SCOPE OF WORK

The objective of this advertisement for an RFQQ is to obtain general information and cost estimates from organizations or Applicants having education, training, and experience suitable for completing barrier evaluations. The evaluation includes a site visit, data gathering to complete the Barrier Evaluation Form, providing digital photographs, driving directions, and a site map. Refer to Exhibit C to review the Barrier Evaluation Forms.

Habitat Evaluation Forms may be requested, which may require walking a stream to evaluate habitat, potential fish use, and evaluations of other barriers in the stream.

This is a performance based contract that requires payment be made after the deliverables outlined in the contract are received and reviewed for completeness and accuracy by the date specified in the work order. Reimbursement amount is for the cost of completing the requested services and will be based on the hourly rates and costs provided by the applicant (see section 3.3.1 for more detail relating to costs).

The AGENCY may award one or more contracts to Applicants who submit proposals as a result of this RFQQ.

1.3 MINIMUM QUALIFICATIONS

For the purposes of this RFQQ you can either be an organization or an individual. An organization can be a Regional Fisheries Enhancement Group, Conservation District, Indian Tribe, non-profit organization or for profit Applicant. The organization or individual must demonstrate they have staff trained in the WDFW protocol for barrier evaluation, or have staff available to be trained in the protocol. Applicant must be licensed to do business in the State of Washington. Reimbursements will be made only to Applicants providing barrier evaluations from trained staff.

Whether an organization or individual, the following minimum qualifications apply:

- At least five years of experience in one or more of the fields of salmon recovery, natural resources, fisheries, and environmental engineering.
- Ability to completely and accurately fill out the barrier evaluation forms and effectively communicate with the Fish Passage Team.
- Ability to walk streams and evaluate potential fish use according to WDFW protocol.
- Knowledge of the WDFW barrier evaluation protocol.
- Ability to communicate with landowners for access to the sites.
- Willingness to travel.

Bidders, who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

1.4 FUNDING

Proposals as close to the rate of \$200 per barrier evaluation are preferred. For multiple sites evaluated for the same landowner on a single day, the rate should be reduced. In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services. The purpose of providing this funding is to help local organizations or applicants recover the cost associated with completing this work when other funding is not available. Funding is based on a reimbursement basis.

Any contract(s) awarded as a result of this procurement is contingent upon the availability of funding. Contract funds may be extended at sole discretion of the AGENCY.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract(s) resulting from this RFQQ is tentatively scheduled to begin on or about June 1, 2012 and to end on May 31, 2014. The AGENCY

reserves the option at its sole discretion to extend the contract for two additional one-year periods.

1.6 DEFINITIONS

Definitions for the purposes of this RFQQ include:

Agency. The **Recreation and Conservation Office** is the agency of the state of Washington that is issuing this RFQQ.

Applicant. Individual, company, or firm submitting a proposal in order to attain a contract with the AGENCY.

Contractor. Individual or company whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

Proposal. A formal offer submitted in response to this solicitation.

Request for Qualifications and Quotations (RFQQ). Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

1.7 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

2 GENERAL INFORMATION FOR APPLICANTS

2.1 RFQQ COORDINATOR

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

Name	Dave Caudill
Mailing Address	PO Box 40917, Olympia WA 98504-0917
Street Address	OR 1111 Washington St. SE, 2 nd FL E, Olympia WA 98501
Phone Number	360-902-2649
Fax Number	360-902-3026
E-Mail Address	dave.caudill@rco.wa.gov

Any other communication will be considered unofficial and non-binding on the AGENCY. Applicants 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 applicant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications and Quotations	March 1, 2012
Preproposal Conference (if applicable)	March 15, 2012
Issue addendum to RFQQ (if applicable)	March 23, 2012
Proposals due	April 5, 2012
Evaluate proposals	April 9-13, 2012
Conduct oral interviews with finalists, if required	April 24, 2012
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	April 26, 2012
Hold debriefing conferences (if requested)	Upon request
Negotiate contract	April 30-May 2, 2012
File contract with DES	May 4, 2012
Begin contract work	June 1, 2012

The AGENCY reserves the right to revise the above schedule.

2.3 PREPROPOSAL CONFERENCE

A preproposal conference is scheduled to be held on March 15 at 9:00 a.m. local time in Olympia, Washington. The preproposal conference will take place in the Natural Resources Building at 1111 Washington Street SE, Conference Room 175A&B. All prospective Applicants should attend; however, attendance is not mandatory.

RCO will be bound only to RCO's written answers to questions. Questions arising at the preproposal conference or in subsequent communication with the RFQQ Coordinator will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Applicant that has received a copy of the RFQQ or made the RFQQ Coordinator aware of its interest in this procurement.

2.4 SUBMISSION OF PROPOSALS

Applicants are required to submit four (4) copies of their proposal. Two copies must have original signatures and two copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must arrive at the AGENCY no later than 4:00 p.m., local time, on April 5, 2012.

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

Applicants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Applicants assume the risk for the method of

delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

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

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the AGENCY. All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Director of the AGENCY, or their Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. 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 Applicant has marked as "Proprietary Information" the AGENCY will notify the Applicant of the request and of the date that the records will be released to the requester unless the Applicant obtains a court order enjoining that disclosure. If the Applicant fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified. If a Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the AGENCY shall maintain the confidentiality of the Applicant's information per the court order.

A charge will be made for copying and shipping, 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.

2.6 REVISIONS TO THE RFQQ

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided to all who receive the RFQQ.

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

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of

MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

2.8 ACCEPTANCE PERIOD

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

2.9 RESPONSIVENESS

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

The AGENCY also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Applicant can propose. The AGENCY does reserve the right to contact an Applicant for clarification of its proposal.

The Applicant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some, or all, of the Applicant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is an Applicant to submit its own standard contract terms and conditions in response to this solicitation. The Applicant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PROPOSE

The AGENCY will not be liable for any costs incurred by the Applicant in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

2.13 NO OBLIGATION TO CONTRACT

This RFQQ does not obligate the state of Washington or the AGENCY to contract for services specified herein.

2.14 REJECTION OF PROPOSALS

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

2.15 COMMITMENT OF FUNDS

The director of the AGENCY, or the director's delegate, are the only individuals who may legally commit the AGENCY 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.

2.16 INSURANCE COVERAGE

The Contractor is to furnish the AGENCY with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at Contractor's own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the AGENCY within fifteen (15) days of the contract effective date.

Liability Insurance

Commercial General Liability Insurance (CGL): Contractor shall maintain general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, 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, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, 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.

Additional Provisions

Above insurance policy shall include the following provisions:

- **Additional Insured.** The AGENCY, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. 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 the state.

- **Cancellation.** The AGENCY 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 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.
- **Identification.** Policy must reference the state's contract number and the agency name.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the AGENCY, the risk manager for the state of Washington, before the contract is accepted or work may begin. 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.
- **Excess Coverage.** By requiring insurance herein, the state 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 the state in this contract.

Workers' Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3 PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The three major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ)
2. Qualifications
3. Quotation

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 Applicant in preparing a thorough response.

Items in this section marked "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 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Applicant to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. Attach the Certifications and Assurances form to the Letter of Submittal.

3.2 QUALIFICATIONS SECTION

The services to be provided under this project are:

- Utilize the electronic forms provided to submit the barrier evaluation packet for each site. Forms, photos, site map, etc.
- After being given the information to perform a barrier evaluation from WDFW, the contractor is expected to contact the landowner to gain access to the project site unless otherwise instructed.
- Work directly with the WDFW Fish Passage Team representative to completely and accurately prepare the barrier evaluation in a timely manner.
- Provide all the equipment to perform the barrier evaluation work. Transportation to site (mileage will be reimbursed at state rate), lazer level or other suitable survey instrument, metric stadia rod, GPS receiver, digital camera (photos in jpeg file format), boots, etc.

Contractor is required to attend a one-day training with the Fish Passage Team to review the barrier evaluation process (for new applicants only).

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

The qualifications response is to be submitted in three sections as follows: 1) Business Information, 2) Experience and Staffing, and 3) Schedule. The optional fourth section would include proof of certification for minority and women-owned businesses participating on the project.

3.2.1 BUSINESS INFORMATION (MANDATORY)

- A. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the firm’s 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.
- C. Indicate how many employees are with the firm. Name the firm principles and their roles.
- D. Identify any state employees or former state employees employed by the Applicant or on the Applicant’s governing board as of the date of the proposal. Include their position and responsibilities within the Applicant’s organization. If following a

review of this information, it is determined by the AGENCY that a conflict of interest exists, the Applicant may be disqualified from further consideration for the award of a contract.

- E. If the Applicant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- F. If the Applicant 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 Applicant's 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.
- G. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Applicant's position on the matter. The AGENCY 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 Applicant in the past five years, so indicate.

3.2.2 QUALIFICATIONS

Please list the names of the people who will be performing the barrier evaluation work. For each person, please provide responses for questions one and two (Education & Training, Experience).

1. EDUCATION & TRAINING (SCORED)

- A. Describe the training received for evaluating fish passage barriers.
- B. Describe any continuing education or training courses attended within the past five years that are applicable to the services in this RFQQ.
- C. In the absence of fish barrier evaluation training, please list any college level course work or degrees related to fisheries.

2. EXPERIENCE (SCORED)

- A. Describe any barrier evaluation/inventory work completed in the past five years. What was the geographic scope?
- B. Describe your experience with implementing fish passage projects.
- C. Describe your work experience related to salmonid habitat and life history.

3. SCHEDULE (SCORED)

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

4. REFERENCE (MANDATORY)

List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them. By submitting a proposal in response to this Work Request, the vendor and team members grant permission to AGENCY to contact these references and others, who from AGENCY's perspective, may have pertinent information. AGENCY may or may not, at AGENCY's discretion, contact references. Do not include current AGENCY staff as references.

5. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.3 QUOTATIONS SECTION

3.3.1 IDENTIFICATION OF COSTS (SCORED)

The Quotations section must list all hourly rates for services anticipated under the proposed contract. The hourly rates are to represent fully weighted costs. This includes the hourly rates of staff that would be assigned to the project, administrative costs, local travel costs, or any other applicable fees that would be charged under this contract.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Washington State Office of Minority and Women's Business Enterprises.

Applicants are required to collect and pay Washington State taxes as applicable.

The evaluation process is designed to award this procurement not necessarily to the Applicant(s) of least cost, but rather to the Applicant(s) whose proposal best meets the requirements of this RFQQ. Applicants are encouraged, however, to submit proposals which are consistent with state government efforts to conserve state resources.

4 EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by the AGENCY, which will determine the ranking of the proposals.

AGENCY, at its sole discretion, may also elect to select the top-scoring firms as finalists for an oral presentation.

4.2 CLARIFICATION OF PROPOSAL

The RFQQ Coordinator may contact the Applicant for clarification of any portion of the Applicant's proposal.

4.3 EVALUATION WEIGHTING AND SCORING

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

Qualifications Section – 80%	80 points
Experience.....45 points (maximum)	
Education/Training.....25 points (maximum)	
Schedule.....10 points (maximum)	
Quotation Section – 20%	<u>20 points</u>
Grand Total	<u>100 Points</u>

4.4 ORAL PRESENTATIONS MAY BE REQUIRED

Oral presentations, if considered necessary by the AGENCY, may be utilized in selecting the winning proposal. The AGENCY, at its sole discretion, may elect to select the top-scoring applicant(s) from the written evaluation for an oral presentation and contact the top-scoring applicant(s) to schedule a date, time and location for an oral presentation. Commitments made by the Applicant at the oral interview, if any, will be considered binding.

The oral presentation shall determine the apparently successful bidder.

4.5 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified by e-mail.

4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Applicant letter is e-mailed to the Applicant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Applicant's 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.

4.7 PROTEST PROCEDURE

This procedure is available to Applicants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed three (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Applicants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Applicants 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 facts 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 RFQQ 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 evaluator
- Errors in computing the score
- Non-compliance with procedures described in the procurement document or AGENCY policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY director or an employee delegated by the director who was not involved in the procurement, will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Applicant that submitted a proposal, such Applicant 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 the AGENCY's action.
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest.
- Find merit in the protest and provide the AGENCY options which may include:
 - Correct the errors and re-evaluate all proposals
 - Reissue the solicitation document and begin a new process
 - Make other findings and determine other courses of action as appropriate

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5 RFQQ EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&Cs)
- Exhibit C Barrier Evaluation Forms

CERTIFICATIONS AND ASSURANCES

1. I/we make the following certifications and assurances as a required element of the 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):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost 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.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. 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 or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that 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.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. 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.
10. I/we grant the AGENCY the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

Signature of Proposer

Title

Date

**CONTRACT FOR PERSONAL SERVICES
BETWEEN
THE STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE
AND
(Contractor)**

This Contract is made and entered into by and between the state of Washington, Recreation and Conservation Office hereinafter referred to as the "AGENCY", and the below named firm, hereinafter referred to as "CONTRACTOR,"

(contractor name)

(address)

(city, state zip)

Phone:

FAX:

Email:

WA State UBI Number:

PURPOSE

The purpose of this project is to perform barrier evaluations on potential projects and to produce site-specific information for the evaluation and funding decision process of the Family Forest Fish Passage Program (FFFPP). The program is using the Washington Department of Fish and Wildlife (WDFW) protocol for barrier evaluation. The CONTRACTOR must follow the WDFW protocol. The WDFW Barrier Evaluation Manual can be found at <http://wdfw.wa.gov/publications/00061/>.

SCOPE OF WORK

The CONTRACTOR will provide services, and otherwise do all things necessary for, or incidental to, the performance of work, as set forth below:

1. As stream barrier evaluations are assigned by the agency, utilize the electronic forms provided to submit the barrier evaluation packet for each site (forms, photos, site map, etc.)
2. After being given the information to perform a barrier evaluation (work order) from the Fish Passage Team, the contractor is expected to contact the landowner to gain access to the project site unless otherwise instructed.

3. Work directly with the WDFW Fish Passage Team representative to completely and accurately prepare the barrier evaluation in a timely manner as specified on the work order.
4. Provide all the equipment to perform the barrier evaluation work, including transportation to site (reimbursement at the state rate), lazer level, metric stadia road, GPS receiver, digital camera (photos in .jpg or .tif file format), boots, etc.

The CONTRACTOR will be required to attend a one-day training with the Fish Passage Team to review the barrier evaluation process (for new contractors only).

All written reports and/or forms as assigned by work order and required under this contract must be delivered to the Contract Manager to receive compensation for services rendered.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from **June 1, 2012**, or date of execution, whichever is later, through **May 31, 2014**, unless sooner terminated or extended as provided herein.

DES FILING REQUIREMENT

10-Day Filing - Under the provisions of Chapter 39.29 RCW, this personal service contract is required to be filed with the Department of Enterprise Services (DES). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by DES.

COMPENSATION AND PAYMENT

AGENCY shall pay an amount not to exceed [REDACTED] Dollars (\$ [REDACTED]) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. The Fish Passage Team will develop a Work Order for each barrier evaluation site. Only those tasks listed in the Work Order will be eligible for reimbursement.

This is a performance based contract that requires payment be made only after the deliverables outlined in the contract are received and reviewed for completeness and accuracy. Reimbursements will be made only to CONTRACTORS providing barrier evaluations from trained staff.

CONTRACTOR'S compensation for services rendered shall be based on the following rates:

Position	Quotation Rate
<i>Title</i>	<i>Cost per hour</i>
Travel	Current state travel reimbursement rate

Expenses

The total contract amount includes travel. Travel expenses include: airfare (economy or coach class only), other transportation expenses and lodging and meals necessary during periods of required travel. CONTRACTOR shall receive reimbursement at current State travel reimbursement rates.

BILLING PROCEDURES AND PAYMENT

AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, 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.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

The AGENCY shall withhold ten percent (10%) from the final payment until acceptance by the AGENCY of the final report.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

CONTRACTOR Contract Manager	AGENCY Contract Manager
Contract Manager's Name	Dave Caudill
Contractor's Org	Recreation and Conservation Office
Address	PO Box 40917
City, State & Zip	Olympia, WA 98504-0917
<i>Phone :</i>	<i>Phone:</i> (360) 902-2649
<i>Fax:</i>	<i>Fax:</i> (360) 902-3026
<i>Email address:</i>	<i>Email address:</i> dave.caudill@rco.wa.gov

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section (or as set forth in the Request for Proposals No. 2012-002). The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontract, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:

1. Commercial General Liability Insurance Policy – Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability – In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:
 \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY 30 days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen (15) days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

INDEMNIFICATION

The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold the AGENCY harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CONTRACTOR'S negligent acts, errors or omissions in the performance of professional services under this Agreement. Further, the CONTRACTOR agrees to indemnify and hold the AGENCY harmless from any damage, liability, or cost to the extent caused by subconsultants (if any) hired by CONTRACTOR, due to subconsultant negligent acts, errors, or omissions arising from the project.

The AGENCY agrees, to the fullest extent permitted by law, to indemnify and hold the CONTRACTOR harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the AGENCY'S negligent acts, errors or omissions arising from the project that is the subject of this Agreement. Also, the AGENCY agrees to indemnify and hold the CONTRACTOR harmless for any damage, liability or cost to the extent caused by construction contractors hired by the AGENCY, due to contractor negligent acts, errors or omissions arising from the project.

ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

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 Recreation and Conservation Office 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.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

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.

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.

DUPLICATE PAYMENT – The Agency shall not pay the Contractor, if the Contractor has charged or will charge the state of Washington or any other party under any other contract or agreement, for the same services or expenses.

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 or 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.

5.1.1 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

1. 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.
2. 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.
3. 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.
4. 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.
5. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL- The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC

Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

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.

Barrier Evaluation Form - Single Culvert at Crossing

Location Information

Project Name: []		SRFB Project #:	County:	
HPA #:		Parcel #:		
GPS Location: Datum - WGS84 -decimal degrees		Latitude:	Longitude:	
¼ Section:	Section:	Township:	Range:	<input type="checkbox"/> East <input type="checkbox"/> West
Stream Name:		Tributary To:	WRIA #:	
Driving Directions:				

Landowner Information

Landowner:		Mailing Address:		
City:	State:	Zip:	Phone: ()	
Cell: ()	Fax: ()		Email:	
Landowner Agent:		Mailing Address:		
City:	State:	Zip:	Phone: ()	
Cell: ()	Fax: ()		Email:	

Evaluator Information

Evaluator Name:		Affiliation:		
Mailing Address:		City:	State:	Zip:
Phone:	Fax:	Cell:	Email:	

Barrier Information (measurements in meters)

Is the stream fish-bearing? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Species:	Date of Visit:	
Fish-bearing criteria: <input type="checkbox"/> Fish Observation <input type="checkbox"/> Stream Type <input type="checkbox"/> SASSI/Stream Catalog <input type="checkbox"/> Physical Criteria <input type="checkbox"/> Other:				
Stream flow: <input type="checkbox"/> Perennial <input type="checkbox"/> Intermittent <input type="checkbox"/> Unknown Source of information:				
Will this culvert be entered into the WDFW-FPDSI (formerly SSHEAR) database? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Site ID #:				
Shape:	Material:	Apron: <input type="checkbox"/> None <input type="checkbox"/> Upstream <input type="checkbox"/> Downstream <input type="checkbox"/> Both		Span:
Rise:	Length:	Water Depth in Culvert:	Water Surface Drop:	
Drop Location: <input type="checkbox"/> Outlet <input type="checkbox"/> Inlet <input type="checkbox"/> Inside		Countersunk: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Culvert Slope(%):
Bankfull Width (outside influence of culvert):		Culvert Span/Bankfull Width Ratio:		
Plunge Pool: Length (culvert to tail-out):		OHW width:	Max depth:	Road fill DS:
Road width:		Fishway Present? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, describe in Comments)		
Tide gate Present? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Is this culvert a fish passage barrier? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Level B needed		
Problem with culvert: <input type="checkbox"/> WS drop <input type="checkbox"/> Slope <input type="checkbox"/> Velocity <input type="checkbox"/> Depth		Percent Passability: <input type="checkbox"/> 0% <input type="checkbox"/> 33% <input type="checkbox"/> 67% <input type="checkbox"/> 100%		
Habitat Quality: <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Unknown				
Comments(Describe crossing condition, fish observations, habitat quality etc):				

Barrier Evaluation Form - Multiple Culverts at Crossing

Location Information

Project Name:		SRFB Project #:	County:	
Parcel #:		HPA #:		
GPS Location: Datum - WGS84 - decimal degrees		Latitude:	Longitude:	
¼ Section:	Section:	Township:	Range:	<input type="checkbox"/> East <input type="checkbox"/> West
Stream Name:		Tributary To:	WRIA #:	
Driving Directions:				

Landowner Information

Landowner Name:		Mailing Address:		
City:	State:	Zip:	Phone: ()	
Cell: ()	Fax: ()	Email:		
Landowner Agent:		Mailing Address:		
City:	State:	Zip:	Phone: ()	
Cell: ()	Fax: ()	Email:		

Evaluator Information

Evaluator Name:		Affiliation:		
Mailing Address:		City:	State:	Zip:
Phone:	Fax:	Cell:	Email:	

Barrier Information (measurements in meters)

Is the stream fish-bearing? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Species, if known:	Date of Visit:	
Fish-bearing criteria: <input type="checkbox"/> Fish Observation <input type="checkbox"/> Stream Type <input type="checkbox"/> SSASI/Stream Catalog <input type="checkbox"/> Physical Criteria <input type="checkbox"/> Other:				
Stream flow: <input type="checkbox"/> Perennial <input type="checkbox"/> Intermittent <input type="checkbox"/> Unknown Source of information:				
Will this culvert be entered into the WDFW-FPDSI database? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Site ID #:				Culvert 1 of
Shape:	Material:	Apron: <input type="checkbox"/> None <input type="checkbox"/> Upstream <input type="checkbox"/> Downstream <input type="checkbox"/> Both		Span/Diam:
Rise:	Length:	Water depth in culvert:	Water Surface Drop(WSD):	
Drop Location: <input type="checkbox"/> Outlet <input type="checkbox"/> Inlet <input type="checkbox"/> Inside		Countersunk: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Culvert Slope(%):	
Bankfull width (upstream of culvert):		Culvert span/bankfull width ratio: (Add all spans, divide by bankfull width)		
Plunge pool: Length to tailout:		OHW width:	Max depth:	Road fill at DS end:
Road width:				
Fishway Present? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown (if yes, describe in comments)			Tide gate Present? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	
Is this culvert a fish passage barrier? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Level B needed				
Problem with culvert: <input type="checkbox"/> WSD <input type="checkbox"/> Slope <input type="checkbox"/> Velocity <input type="checkbox"/> Depth			Percent passability: <input type="checkbox"/> 0% <input type="checkbox"/> 33% <input type="checkbox"/> 67% <input type="checkbox"/> 100%	
Habitat Quality: <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Unknown				
Comments(Describe crossing condition, fish observations, habitat quality etc):				

Barrier Evaluation Form - Dam

Location Information

Project Name:		SRFB Project #:	County:	
HPA #:		Parcel #:		
GPS Location: Datum - WGS84; decimal degrees		Latitude:	Longitude:	
¼ Section:	Section:	Township:	Range:	<input type="checkbox"/> East <input type="checkbox"/> West
Stream Name:		Tributary To:	WRIA #:	
Driving Directions:				

Landowner Information

Landowner:		Mailing Address:		
City:	State:	Zip:	Phone: ()	
Cell: ()	Fax: ()		Email:	
Landowner Agent:		Mailing Address:		
City:	State:	Zip:	Phone: ()	
Cell: ()	Fax: ()		Email:	

Evaluator Information

Evaluator Name:		Affiliation:		
Mailing Address:		City:	State:	Zip:
Phone:	Fax:	Cell:	Email:	

Barrier Information (measurements in meters)

Is there a road on top of the dam? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, stop, the dam does not qualify for the FFFPP, if yes continue.				
Is the stream fish-bearing? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Species, if known:		Date of Visit:
Fish-bearing criteria: <input type="checkbox"/> Fish Observation <input type="checkbox"/> Stream Type <input type="checkbox"/> SSASI/Stream Catalog <input type="checkbox"/> Physical Criteria <input type="checkbox"/> Other:				
Stream flow: <input type="checkbox"/> Perennial <input type="checkbox"/> Intermittent <input type="checkbox"/> Unknown Source of information:				
Primary purpose: <input type="checkbox"/> Debris control <input type="checkbox"/> Flood Control <input type="checkbox"/> Hydroelectric <input type="checkbox"/> Irrigation <input type="checkbox"/> Navigation <input type="checkbox"/> Stock Pond <input type="checkbox"/> Water Quality				
<input type="checkbox"/> Recreation <input type="checkbox"/> Water Supply <input type="checkbox"/> Tailings <input type="checkbox"/> Other (describe)				
Type: <input type="checkbox"/> Concrete <input type="checkbox"/> Earth <input type="checkbox"/> Rock <input type="checkbox"/> Masonry <input type="checkbox"/> Metal <input type="checkbox"/> Timber <input type="checkbox"/> Other			Span: <input type="checkbox"/> Full <input type="checkbox"/> Partial	
Outlet type: <input type="checkbox"/> Spillway <input type="checkbox"/> Standpipe <input type="checkbox"/> Flashboard Riser <input type="checkbox"/> Culvert		Operation Timing: <input type="checkbox"/> Year Round <input type="checkbox"/> Seasonal		
Length:	Height:	Water surface difference:	Plunge pool depth:	Fishway Present? <input type="checkbox"/> Yes <input type="checkbox"/> No
Description/comments:				
Is this dam a fish passage barrier? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Problem with dam: <input type="checkbox"/> WS drop <input type="checkbox"/> Depth <input type="checkbox"/> Other <input type="checkbox"/> Unspecified		
Percent passability: <input type="checkbox"/> 0% <input type="checkbox"/> 33% <input type="checkbox"/> 67% <input type="checkbox"/> 100%		Bankfull width (outside of dam influence):		Road width:
Will this dam be entered into the WDFW-FPDSI (formerly SSHEAR) database? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Site ID #:				

Barrier Evaluation Form - Non Culvert Crossing

Location Information

Project Name:		SRFB Project #:	County:	
Parcel #:		HPA #:		
GPS Location: Datum - WGS84; Format - decimal degrees		Latitude:	Longitude:	
¼ Section:	Section:	Township:	Range:	<input type="checkbox"/> East <input type="checkbox"/> West
Stream Name:		Tributary To:	WRIA #:	
Driving Directions:				

Landowner Information

Landowner:		Mailing Address:		
City:	State:	Zip:	Phone: ()	
Cell: ()	Fax: ()		Email:	
Landowner Agent:		Mailing Address:		
City:	State:	Zip:	Phone: ()	
Cell: ()	Fax: ()		Email:	

Evaluator Information

Evaluator Name:		Affiliation:		
Mailing Address:		City:	State:	Zip:
Phone:	Fax:	Cell:	Email:	

Barrier Information (measurements in meters)

Is the stream fish-bearing? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Species:	Date of Visit:
Fish-bearing criteria: <input type="checkbox"/> Fish Observation <input type="checkbox"/> Stream Type <input type="checkbox"/> SASSI/Stream Catalog <input type="checkbox"/> Physical Criteria <input type="checkbox"/> Other:		
Stream flow: <input type="checkbox"/> Perennial <input type="checkbox"/> Intermittent <input type="checkbox"/> Unknown Source of information:		
Will this structure be entered into the WDFW-FPDSI (formerly SSHEAR) database? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Site ID #:		
Crossing Type: <input type="checkbox"/> Bridge <input type="checkbox"/> Ford <input type="checkbox"/> Puncheon/Fill <input type="checkbox"/> Abandoned <input type="checkbox"/> Washout <input type="checkbox"/> Undefined		
Bankfull Width (outside influence of structure):	Fishway Present? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, describe in Comments)	
Is this structure a fish passage barrier? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Fishway		
Road width (with shoulders):	Percent Passability: <input type="checkbox"/> 0% <input type="checkbox"/> 33% <input type="checkbox"/> 67% <input type="checkbox"/> 100%	
Habitat Quality (describe in Comments): <input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Unknown		
Comments (Describe crossing condition, fish observations, habitat quality etc):		

Expanded Barrier Evaluation Form

Project Information

Project Name: _____ SRFB Project #: _____ Date: _____

Evaluator Information

Evaluator Name: _____ Affiliation: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ FAX: _____ Cell: _____ Email: _____

Watershed Information

Amount of habitat upstream: _____ (m) Map measure Hip chain Basin area (square miles above culvert): _____

Stream flow: Perennial Intermittent Unknown Source of information: _____

Has a barrier inventory been conducted in the watershed? Yes (road) Yes (stream survey) No Unknown

If yes, list source and date completed: _____

Distance walked DS: _____ (m) Walked to: Known anadromous Natural barrier Man-made barrier
 Other: _____

List downstream culverts, dams, bridges, and natural barriers. Include passable features. Attach additional pages if needed.

Distance DS: _____ % Passable: _____ Site ID#: _____ Location: _____

Distance DS: _____ % Passable: _____ Site ID#: _____ Location: _____

Distance DS: _____ % Passable: _____ Site ID#: _____ Location: _____

Distance DS: _____ % Passable: _____ Site ID#: _____ Location: _____

Distance walked US: _____ (m) Walked to: Physical end of fish use Natural barrier Man-made barrier
Other: _____

List upstream culverts, dams, bridges and natural barriers. Include passable features. Attach additional pages if needed.

Distance US: _____ % Passable: _____ Site ID#: _____ Location: _____

Distance US: _____ % Passable: _____ Site ID#: _____ Location: _____

Distance US: _____ % Passable: _____ Site ID#: _____ Location: _____

Distance US: _____ % Passable: _____ Site ID#: _____ Location: _____

Fish Species/Habitat Quality

What species are currently blocked, at least partially, by this barrier? Include juvenile life stages.

Sockeye Chum Pink Coho Chinook Steelhead Searun Cutthroat Resident Cutthroat

Anadromous Bull Resident Bull Rainbow Trout Brook Trout Brown Trout Resident Trout

Information source (including on-site observations): _____

Range of gradient downstream: _____ Range of gradient upstream: _____ Size of any US Lake/Wetlands: _____ (sq. m)

Predominant land use: Forest Agriculture Rural residential Urban % Canopy cover: _____

In-stream cover: High Medium Low Channel stability: High Medium Low

Rearing quality: Excellent Good Poor Spawning quality: Excellent Good Poor

Describe habitat upstream from barrier: _____