

SOLICITATION - OFFER - AWARD

SOLICITATION/CONTRACT NO: 2007-CWPP	DATE ISSUED: March 15, 2007	PAGE OF PAGE 1 16
ISSUED BY: FIRE SAFE COUNCIL OF NEVADA COUNTY PROJECTS COMMITTEE PO BOX 1477 NEVADA CITY, CA 95959		SUBMIT BID OFFER TO: FIRE SAFE COUNCIL OF NEVADA COUNTY PROJECTS COMMITTEE PO BOX 1477 NEVADA CITY, CA 95959

SOLICITATION

SEALED OFFERS, IN ORIGINALS AND ONE (1) COPY, FOR FURNISHING THE SERVICES OR SUPPLIES IN THE SCHEDULE DESCRIBED HEREIN WILL BE RECEIVED AT THE PLACES SPECIFIC BELOW UNTIL 3:00 P.M. , LOCAL TIME ON APRIL 9, 2007 . "NO BID" OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE OFFERS WILL BE PUBLICLY OPENED AT 154 HUGHES ROAD, SUITE 5, GRASS VALLEY AT 8:30 A.M. ON APRIL 10, 2007 .		
DELIVER TO: (MAIL OFFERS TO) PO BOX 1477 NEVADA CITY, CA 95959	DELIVER TO: (HAND DELIVERY OR COURIER SERVICE) 154 HUGHES ROAD, SUITE 5 GRASS VALLEY, CA 95945	
TASK NO.	SCHEDULE OF SUPPLIES/SERVICES	TASK AMOUNT
1	Involve Agencies	
2	Engage Stakeholders	
3	Establish County Base Map	
4	Develop County Combined GIS Mapping	
5	Develop Countywide Hazard Assessment & Defensibility Analysis	
6	Establish Countywide Priorities & Recommendations	
7	Develop Action Plan & Assessment Strategy	
8	Finalize Countywide CWPP	
9	Provide a Methodology for Plan Update	
10	Identify Sources of Funding for Projects	
NOTE: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on the attached form on page 3 and return it to the FSCNC. This request does not commit the FSCNC to pay any costs incurred in the preparation of the submission of this quotation or to contract for services. Any representations and/or certifications attached to this Request for Quotations must be completed by the offeror.		TOTAL AMOUNT \$

OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN 30 DAYS FROM THE BID OPENING DATE, TO FURNISH TO FIRE SAFE COUNCIL OF NEVADA COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.			
BIDDERS COMPANY NAME AND ADDRESS		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:	
TELEPHONE NO.:	TIN:	BIDDER'S SIGNATURE:	OFFER DATE:

AWARD

(TO BE COMPLETED BY FIRE SAFE COUNCIL OF NEVADA COUNTY)

ACCEPTED AS TO ITEM(S) NO.:	SIGNATURE OF FSCNC AUTHORIZED PERSON:	
SUBMIT INVOICES TO: (INCLUDE CONTRACT # ON INVOICE) FIRE SAFE COUNCIL OF NEVADA COUNTY ATTN: ACCOUNTS PAYABLE PO BOX 1477 NEVADA CITY, CA 95959	NAME AND TITLE OF SIGNER (TYPE OR PRINT):	AWARD DATE:

**NOTICE TO VENDORS AND CONTRACTORS
ENCOURAGEMENT OF PARTICIPATION STATEMENT**

The Fire Safe Council of Nevada County is actively seeking to increase participation from businesses and organizations in the procurement of goods and/or services. Accordingly, all potential bidders/offerors are encouraged to complete the "Vendor/Contractor Survey", which is on the following page. We ask that you supply any comments regarding the solicitation process or documents and/or the reason(s) for declining to bid. Please return this form either with your submission package or in an envelope addressed to the Issuing Office, identified on the 1st page of this Invitation for Bids even if you are not bidding on this solicitation.

**FIRE SAFE COUNCIL OF NEVADA COUNTY
VENDOR / CONTRACTOR SURVEY**

In order to help us improve the quality of Fire Safe Council of Nevada County bid and proposal solicitations and make our procurement process more responsive and "business friendly", we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your bid, proposal, or "no bid", as the case may be. Thank you for your assistance.

Bid/Proposal Number: 2007-CWPP

Entitled: Nevada County Community Wildfire Protection Plan

1. If you have responded with a "no bid", please indicate the reason(s) below:
- Other commitments preclude our participation at this time.
 - The subject of the solicitation is not something we ordinarily provide.
 - We are inexperienced in the work/commodities required time.
 - Specifications are unclear, too restrictive, etc. (explain in Remarks section).
 - The scope of the work is beyond our present capacity.
 - Doing business with the Fire Safe Council is simply too complicated.
 - We cannot be competitive (explain in Remarks section).
 - Time allotted for completion of the bid/proposal is insufficient.
 - Start-up time is insufficient.
 - Bonding/Insurance requirements are restrictive (explain in Remarks section).
 - Bid/Proposal requirements (other than specifications) are unreasonable or too risky (explain in Remarks section).
 - Prior Fire Safe Council contract experience was unprofitable or otherwise unsatisfactory (explain in Remarks section).
 - Payment schedule too slow.
 - Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section, below (use reverse or attach additional pages as needed).

REMARKS: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone: _____

Address: _____ State: _____ Zip: _____

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. The term FSCNC used herein refers to the Fire Safe Council of Nevada County, or its duly authorized representative.
2. The term BIDDER used herein refers to the dealer/manufacturer/business organization submitting a bid to the FSCNC in response to this solicitation.
3. The term CONTRACTOR used herein refers to a BIDDER awarded a contract by the FSCNC for the furnishing of services to the FSCNC.
4. The term VENDOR used herein refers to a BIDDER awarded a contract by the FSCNC for the furnishing of goods to the FSCNC.
5. BIDDERS are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No plea of ignorance by the BIDDER of conditions that exist or may hereafter exist as a result of failure or omission on the part of the BIDDER to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the FSCNC or the compensation to the BIDDER.
6. No material, labor or facilities will be furnished by the FSCNC unless specifically stated.
7. The BIDDER hereby attests and agrees by affixing his signature to this proposal that: "BIDDER certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making or considering the making of a bid for the same items or service and is all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
8. The BIDDER warrants that the prices of the items set forth herein do not exceed those charged by the BIDDER to any other customer purchasing the same item in like or comparable quantities.
9. The BIDDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the BIDDER gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the FSCNC by any other provision of this award.
10. Bids shall be submitted in sealed envelopes addressed as noted on the front page of this solicitation. The name and address of the BIDDER, the date and hour of the bid opening and the goods or service bid on shall be placed on the outside of the envelope. Bids not properly identified may be rejected. No responsibility shall attach to FSCNC, or any official or employee thereof, for the pre-opening of, post-opening of, or failure to open, a bid not properly addressed and identified.
11. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provisions, attached to a bid shall render it irregular and may cause its rejection.
12. The responsibility for delivering the bid to the FSCNC on or before the stated time and date will be solely and strictly the responsibility of the BIDDER. The FSCNC will be in no way responsible for delays caused by the U.S. Postal Service, any courier system, or any other occurrence.
13. Bids and modifications received after the time set for the receipt of sealed bids will not be considered. Such bids will be returned unopened.
14. Modifications in writing received prior to the time set for the receipt of sealed bids will be accepted. Such modifications must be submitted in a sealed envelope and marked accordingly.
15. Bids must be submitted on and in the forms specified. Telegraphic or facsimile bids will not be considered.
16. The contract shall be awarded to that responsible BIDDER whose offer will be most advantageous to the FSCNC, price and other factors considered.

17. The FSCNC may accept any separate item or group of items of any offer, unless the BIDDER qualifies his offer by specific limitations or the specific terms and conditions included herein indicate that bids will be accepted on an all or nothing basis.
18. The FSCNC reserves the right to cancel this solicitation or reject any or all bids, in whole or in part, to waive minor irregularities in bids, or to allow the bidder to correct a minor irregularity if the best interest of the FSCNC will be served by doing so.
19. Inspection and acceptance of the supplies/services purchased herein will be accomplished at the designated delivery point by a duly authorized representative of the FSCNC.
20. Any and all Terms, Conditions and/or Specifications which vary from the Solicitation Instructions and Conditions shall have precedence.

PART I – TERMS & CONDITIONS OF SOLICITATION

I.1 GENERAL

Fire Safe Council of Nevada County hereinafter called “FSCNC”, desires competitive sealed bids for the purpose of obtaining the service(s) described in Section B of this solicitation.

I.2 SOLICITATION

Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the FSCNC of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The FSCNC assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.

I.3 EXPLANATIONS OR CLARIFICATIONS

Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the FSCNC with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the FSCNC, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be faxed to the FSCNC at (530) 272-3232. The fax must clearly identify the bidder’s name and solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished as an Addendum to all Bidders who have been issued a Solicitation.

I.4 PRE-BID CONFERENCE

The FSCNC will will not hold a pre-bid conference concerning this bid.

I.5 PREPARATION OF BIDS

Each Bidder must furnish the information required by the Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the solicitation is ineffective and will result in rejection of the Bid.

I.6 SUBMISSION OF BIDS

A. **Documents Required with Bid:** *ALL OF THE FOLLOWING ITEMS MUST BE SUBMITTED FOR PROPER EVALUATION. FAILURE TO DO SO MAY RESULT IN THE BIDDER BEING CONSIDERED NONRESPONSIVE TO THE SOLICITATION.* The bidder shall submit original and **one (1)** copy of the following with each bid submission:

- i) Signed Solicitation - Offer - Award Cover Sheet
The contractor/firm's cost quotation shall include all necessary expenses to complete all tasks associated with the CWPP development.
- ii) Technical Approach
This portion of the Proposal shall state how the contractor/firm proposes to achieve the required outcomes through goals, objectives, policies and programs. It shall also indicate how the final products will be organized, formatted, and presented. Describe the software you will use for maps and GIS CWPP analysis, text, graphs, etc. The approach shall also illustrate (through examples of relevant experiences in similar projects) how the contractor/firm will successfully maintain an effective line of communication throughout the process.

Address Tasks 1-7 in the Scope of Work, providing general information on all work tasks required to complete the project within the performance period. Include a statement of understanding of the work involved, particularly regarding the level of effort required for any portion of the CWPP. Include an estimate of the number of hours necessary by each staff member to complete each task.

The Technical Approach will be evaluated on the basis of the following criteria, which are listed in descending order of importance: (1) Soundness of the approach (including its practicality and the offeror’s understanding the FSCNC’s requirements) and (2) the degree to which the offeror can meet any desired enhancements listed in the Statement of Work (Section B).

iii) Organizational Experience - What have you done?

What contracts has your firm performed which are similar in scope, magnitude, and complexity to this project? Bidders must list, as references, projects that were conducted by the persons who will be doing the work. The information shall be brief and include the following:

- Identification, qualifications, and experience of all persons to be assigned to the project and team organization, and the assignment of responsibilities;
- Identification of available support resources;
- Identification and qualifications of any subcontract consultants, including resumes or qualifications of individuals or the firm as applicable;
- Whom may we contact concerning your performance on these projects? (If reference is for a subcontractor or key person, identify which subcontractor/key person is referenced.)

Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, State, and local laws and regulations. The FSCNC will contact some of each offeror's customers to ask whether or not they believe; (1) that the offeror was capable, efficient, and effective; (2) that the offeror's performance conformed to the terms and conditions of the contract; (3) that the offeror was reasonable and cooperative during contract performance; and (4) that the offeror was committed to customer satisfaction. In evaluating past performance the FSCNC will contact some of the references provided by the offeror and other sources of information, including, but not limited to; Federal, State, and local government agencies, better business bureaus, published media, and electronic databases.

Experience is the opportunity to learn by doing. The FSCNC will evaluate each offeror's organizational experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective contract.

Should the contractor/firm choose to subcontract portions of the project, FSCNC reserves the right to review and approve or reject said contractors.

B. Bid due Date and Time: 04/09/2007 ~ 3:00 p.m. PST

C. Delivery of Bids: Bids must be returned in a sealed envelope or container marked on the outside with the:

Bidder's name
Mailing address
Solicitation number
Due date & time.

- i) When sending a Bid, use the proper address for the type of service desired, as shown below.

U.S. Mailed Bids:	Street Address for Hand Delivery or Courier Service:
Fire Safe Council of Nevada County ATTN: Projects Committee PO Box 1477 Nevada City, CA 95959	Fire Safe Council of Nevada County ATTN: Projects Committee 154 Hughes Road, Suite 5 Grass Valley, CA 95945

Note: Bids that are not submitted in a sealed envelope or container will not be considered.

- ii) Unless authorized in the Solicitation, telegraphic or facsimile Bids will not be accepted.

D. Addendum: Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid or under separate cover prior to the Due Date. The Addendum must be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.

E. Late Bids: Bids must be received in the FSCNC Office prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will not be opened. It is the sole responsibility of the Bidder to ensure timely

delivery of the Bid. The FSCNC will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

I.7 MODIFICATION OR WITHDRAWAL OF QUOTES

- A. **Modification of Bids:** Bids may be modified in writing at any time prior to the Due Date.
- B. **Withdrawal of Bids:** Bids may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, up to the Due Date.

I.8 EVALUATION FACTORS AND AWARD

- A. **Evaluation:** Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the FSCNC may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the FSCNC. Bids that specify an "all-or-none" award may be considered if a single award is advantageous. A Bid containing prices significantly lower than all other Bidder's prices for an item will present a rebuttable presumption of irresponsibility.

Non-price evaluation factors, when combined, are as important as price. An offer must be acceptable in order for the offeror to be eligible for award. The FSCNC will not award a contract on the basis of an unacceptable offer. Thus, acceptability of the offer is the most important evaluation factor. The FSCNC considers an offeror's capability to be as important as price. However, the FSCNC will not select an offeror for award on the basis of a superior capability without consideration of the amount of its price. The relative influence that capability and price will have on the award decision will depend on the marginal differences among the competing offerors.

- B. **Technical Factors:** The technical factor consists of two criteria: (1) technical approach, and (2) past performance/relevant experience. A qualifying proposal shall address the detail of Contractor's approach to accomplishing the tasks within the designated time line, complete resumes of all staff who will work on the project with relevant experience and technical competence and at least three references who have first hand knowledge of the Contractor's work experience.

NOTE: The FSCNC intends to evaluate proposals and award a contract without discussions with bidder (except clarifications). Therefore, the bidder's initial offer should contain the bidder's best terms from a cost or price and technical standpoint. The FSCNC reserves the right to conduct discussions if the FSCNC Projects Committee later determines them to be necessary.

- C. **Compliance with Instructions:** In evaluating an offeror's capability, the FSCNC will consider how well the offeror complied with the instructions in this solicitation. The FSCNC will consider any noncompliance to be indicative of what can be expected from the offeror during contract performance.

- D. **Qualifications :** Applicants must meet the following qualifications:

- Applicant must have a California licensed Registered Professional Forester as part of their team.
- Demonstrated experience in interfacing with people from various backgrounds, building consensus, and conducting/coordinating public meetings.
- Demonstrated ability to incorporate data from various sources and integrate into meaningful information for plan development and capability to provide a digitized plan on a CD as a final project deliverable.
- Demonstrated experience in preparing CWPPs or local Fire Safe Plans.
- Demonstrated relevant experience and technical competence in fuels management, wildfire prevention, forest management and emergency evacuation planning.
- Demonstrated relevant experience and technical competence in working with the United States Forest Service, California Department of Forestry and Fire Protection and the California Forest Practice Act and related environmental regulations.
- Demonstrated experience working in the Sierra Nevada region/Wildland Urban Interface.
- Preferred, but not required, knowledge of the Nevada County area.

- E. **Award:** The FSCNC will award the contract resulting from this solicitation to that bidder: (1) whose offer is technically acceptable and (2) whose technical/price relationship is the most advantageous to the FSCNC. Award may not necessarily be made for technical capabilities that would appear to exceed those needed for the successful performance of the work. The FSCNC reserves the right to make price/technical trade-offs that are in the best interest and to the advantage of the FSCNC. The FSCNC may reject any or all offers if such action is determined to be in the best interest of the FSCNC.

SECTION A – CONTRACT INFORMATION

A.1 GENERAL RELATIONSHIP

The CONTRACTOR is not an employee of FSCNC for any purpose whatsoever. CONTRACTOR agrees that in all matters relating to this contract it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this contract. CONTRACTOR shall have no right, power or authority to create any obligation, expressed or implied, on behalf of the FSCNC's or it's clients and shall have no authority to represent FSCNC as an agent.

A.2 TERM OF CONTRACT

The CONTRACTOR shall begin work within **10** calendar days after the effective date of the Notice to Proceed and shall prosecute the work at a rate that will result in completion of all work within the following time frame:

Estimated Start: **April 15, 2007**

Contract Time: **270** (Calendar Days)

Failure to begin work on schedule will make the contract subject to immediate termination for default.

The FSCNC reserves the right to set the priority of items.

A.3 CONTRACT TYPE

This contract is a Firm Fixed Price Contract.

A.4 PAYMENT OF FSCNC OBLIGATIONS

Payments to the CONTRACTOR pursuant to this Contract shall be made no later than **45** days after the FSCNC's receipt of a proper invoice from CONTRACTOR for items completed (SOLICITATION - OFFER - AWARD) in conformance with the acceptance level of completed items (Section C – Inspection and Acceptance).

A.5 SUBCONTRACTING

It is understood and agreed that if all or any part of the project is subcontracted, such subcontracting done by CONTRACTOR shall in no way relieve CONTRACTOR of any responsibility under this contract. CONTRACTOR shall notify FSCNC in writing of the names and addresses of each subcontractor prior to the commencement of any contract work by the subcontractor. Failure to notify FSCNC in writing prior to commencement of work and compliance with insurance requirements under section A.6 will void the contract and no payment shall be made for any work completed in violation of this section.

A.6 INSURANCE

CONTRACTOR shall secure, at CONTRACTOR's expense, and keep in effect during the term of this contract, the following insurance coverage's, in a policy or policies issued by an insurance company or companies authorized to do business in the State of California. The issuing company or companies shall indicate on the insurance certificates that FSCNC shall be given not less than 30 days' notice of any cancellation, material change, or intent not to renew such policy. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the FSCNC, and its directors, officers, employees and agents.

The coverage shall be as follows:

- (a) Commercial General Liability insurance covering personal injury and property damage in an amount not less than \$1,000,000 combined single limit per occurrence, with no more than \$5,000 deductible, with a contractual liability to include all contracts involving the work to be performed under this contract.
- (b) Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.
- (c) Worker's Compensation insurance as statutorily required for persons performing work under the contract.
- (d) Primary Coverage. Insurance carried by CONTRACTOR under this contract shall be the primary coverage, and the FSCNC's insurance is excess and solely for damages or losses for which the FSCNC is responsible.
- (e) "Tail" or "Basis of Occurrence" Coverage. If any of the aforementioned liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months or the maximum time period the CONTRACTOR's insurer will provide such if less than 24 months. CONTRACTOR will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this contract.

A.11 FSCNC'S RIGHT TO SUSPEND THE OPERATIONS

The FSCNC and/or the FSCNC's Authorized Representative has the authority to suspend portions or all of the operations due to causes including, but not limited to:

- (a) Failure of the CONTRACTOR to correct unsafe conditions;
- (b) Failure of the CONTRACTOR to carry out any provision of the contract;
- (c) Failure of the CONTRACTOR to carry out written instructions from FSCNC's Authorized Representative;
- (d) Conditions, in the opinion of the CONTRACTOR 's Authorized Representative, which are unsuitable for performing the operations;
- (e) Time required to investigate differing site conditions; and
- (f) Any reason considered to be in the public interest, including but not limited to, protection of a state or federally listed threatened or endangered species.

A.12 HOLD HARMLESS

CONTRACTOR shall defend and hold harmless the Fire Safe Council of Nevada County, it's officers, directors, agents, employees, and members, from all claims, suits, actions, or liens of any nature resulting from or arising out of the activities of CONTRACTOR or its subcontractors, agents, or employees under this contract, including any claim based upon an alleged failure to obtain any necessary permit, license, or approval. CONTRACTOR shall indemnify and hold FSCNC harmless against any liability for premiums, contributions, or taxes payable under any Workers' Compensation, Disability Benefits, Old Age Benefits, including FICA, or tax withholding laws.

A.13 SEVERABILITY

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

A.14 WAIVER

Failure of FSCNC to enforce any provision of this contract shall not constitute a waiver or relinquishment by FSCNC of the right to such performance in the future, nor of the right to enforce any other provision of this contract.

A.15 CHOICE OF LAW AND VENUE

This contract shall be governed by and construed in accordance with the laws of the State of California, as interpreted by the California courts. Any litigation arising out of this contract shall be conducted in Nevada County, California.

A.16 MODIFICATION OR AMENDMENT

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

SECTION B – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

B.1 SCOPE OF WORK

Description of Work: This contract requires creating a countywide Community Wildfire Protection Plan (CWPP) as defined in the Healthy Forests Restoration Act (HFRA) for Nevada County. To guide in the development of a CWPP, the Society of American Foresters, the National Association of State Foresters, Communities Committee, Western Governors' Association, and the National Association of Counties prepared a straight forward guide on how to create and implement CWPP's. This document is: "Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities" dated March 2004 can be downloaded on the internet at: <http://www.safnet.org/policyandpress/cwpphandbook.pdf>. The main emphasis of this project is identifying the wildfire hazardous areas, identify resources to protect and prioritize areas for treatment in the county, including the cities of Grass Valley, Nevada City and the Town of Truckee. Limited grant funds are available for postage, supplies and travel.

Background: CWPPs are authorized and defined in Title I of the Healthy Forests Restoration Act (HFRA) passed by Congress in 2003. The HFRA emphasizes the need for federal agencies to work collaboratively with communities in developing hazardous fuel reduction projects and places priority on treatment areas identified by communities themselves in a CWPP.

This provides communities with a tremendous opportunity to influence where and how federal agencies implement fuel reduction projects on federal land, as well as how additional federal funds may be distributed for projects on nonfederal lands.

CWPP Key Points: CWPPs are created by local communities and may address issues such as wildfire response, hazard mitigation, community preparedness, structure protection or a combination of the above. The process of developing these plans can help a community clarify and refine its priorities for the protection of life, property and critical infrastructure in the WUI. The HFRA minimum requirements for a CWPP are:

- The CWPP must be collaboratively developed. All stakeholders within the plan's area must be meaningfully involved throughout the CWPP's development.
- Fuel reduction treatments areas on federal and nonfederal land must be identified and prioritized. It must recommend types and methods of treatments that would reduce risk to the community.

The countywide Community Wildfire Protection Plan, when approved by the FSCNC and Nevada County Board of Supervisors, will be incorporated into the Nevada County Fire Plan and updated as necessary.

CONTRACTOR Responsibility: The CONTRACTOR shall provide everything--including, but not limited to, all equipment, supplies, transportation, labor, and supervision--necessary to complete the project, except for that which the contract clearly states is to be furnished by the FSCNC.

B.2 PROJECT LOCATION

Location: The project is the County of Nevada in the State of California.

B.3 TECHNICAL REQUIREMENTS

B.3.1 Definitions

Community Wildfire Protection Plan as defined by the Healthy Forests Restoration Act.

B.3.2 SERVICES TO BE PERFORMED/STATEMENT OF WORK/DELIVERABLES

Task Notes:

- Task 1 - Involve Agencies: Identify and engage local representatives of the Tahoe National Forest, California Department of Forestry & Fire Protection, Bureau of Land Management, State Parks & Recreation, Fish & Wildlife, and other management agencies as appropriate.
- Task 2 - Engage Stakeholders: Contact and encourage active involvement in plan development from a broad range of interested organizations and stakeholders including local Fire Districts, County Agencies, Cities of Grass Valley, Nevada City and the Town of Truckee, Nevada Irrigation District, Federation of Neighborhood Associations, South Yuba River Citizens League, The Sierra Club, Resource Conservation District, and other public groups with an interest in fuels reduction projects.

- Task 3 – Establish a Community Base Map: Work with partners to establish a base line map of the County that defines the Wildland Urban Interface and displays inhabited areas at risk, forested areas that contain critical human infrastructure, and forest areas at risk for large scale fire disturbances. The base map shall include past fuel reduction work completed in the County.
- Task 4- Develop a Countywide Hazard Assessment and Defensibility Analysis: Work with partners to develop a countywide risk assessment that considers the risk of fire ignitions, homes, businesses, and essential infrastructure at risk, local preparedness capability and adequacy of evacuation routes, staging areas and firefighter safety. The ISO rating for the agency providing structural protection shall be considered here. Rate the level of risk for each factor and incorporate into the base map as appropriate.
- Task 5 – Establish Community Priorities & Recommendations: Use the base map and community risk assessment to facilitate a collaborative community discussion that leads to the identification of local priorities for fuel treatment, reducing structure ignitability, and other issues of interest such as improving fire response. This process will be on-going and consist of a minimum of five public community meetings.
- Task 6 – Develop an Action Plan & Assessment Strategy: Develop a detailed implementation strategy to accompany the Plan as well as a monitoring plan that will ensure its long term success and maintenance.
- Task 7 – Finalize Countywide CWPP: Finalize the CWPP and communicate the results to the community and key partners. After the final CWPP is presented to the community, request that the plan be put on the next scheduled meeting of the Board of Directors of the Fire Safe Council of Nevada County for approval. Upon approval, the Contractor shall submit hard copies to all stakeholders and an electronic version on CD that contains the digitized plan to be placed on the FSCNC website.
- Task 8 – Provide Methodology for Plan Update: The Contractor will make formal recommendations for a process to update the plan with accomplishments, revision of priorities for landmark events and a recommended schedule for the review process.
- Task 9 – Identify Sources of Funding: Work with the FSCNC to identify sources of funding for projects that were identified and recommended in the CWPP.

B.4 CONTRACTOR-FURNISHED EQUIPMENT

The Contractor shall furnish all necessary equipment and labor to complete the tasks.

B.5 FSCNC-FURNISHED PROPERTY

The FSCNC shall not furnish any property or equipment for the completion of the tasks.

SECTION C – MILESTONES

C.1 FSCNC MILESTONES

<u>Milestone</u>	<u>Timeline</u>
Release of Solicitation/Offer/Award (SOA)	March 15, 2007
Responses to SOA Due	April 9, 2007
Review and Committee Selection of Contractor(s)	April 10, 2007
Agreement Signed	April 11, 2007
Work Begins	April 15, 2007
Progress Report #1 & Invoice Due to FSCNC	June 10, 2007
Progress Payment	June 15, 2007
Progress Report #2 & Invoice Due to FSCNC	September 10, 2007
Progress Payment	September 15, 2007
Draft Report Due to FSCNC	November 1, 2007
Invoice Due to FSCNC	November 10, 2007
Progress Payment	November 15, 2007
Final CWPP Plan Due to FSCNC	January 15, 2008
CWPP Approved by FSCNC	January 24, 2008
Approved CWPP Distributed to Stakeholders	February 2008
Final Payment	February 2008

SECTION D – CONTRACT ADMINISTRATION DATA

D.1 PRE-WORK CONFERENCE

After award a pre-work conference shall be held between the CONTRACTOR and FSCNC. The date and time of the meeting shall be determined by FSCNC and the CONTRACTOR in consultation. Discussions relative to contract requirements and the specific responsibilities of each party will be conducted at this time. The pre-work meeting may be waived at the discretion of the Contracting Officer.

D.2 NOTICE TO PROCEED

After award of contract, the FSCNC will issue a written notice to proceed to the CONTRACTOR. No work may begin on this contract until the Contracting Officer has issued a Notice to Proceed.

D.3 INSPECTION AND ACCEPTANCE

(a) Definitions. “Services,” as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The CONTRACTOR shall provide and maintain an inspection system acceptable to the FSCNC covering the services under this contract. Complete records of all inspection work performed by the CONTRACTOR shall be maintained and made available to the FSCNC during contract performance and for as long afterwards as the contract requires.

(c) The FSCNC has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The FSCNC shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the FSCNC performs inspections or tests on the premises of the CONTRACTOR or a subcontractor, the CONTRACTOR shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the FSCNC may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the FSCNC may (1) require the CONTRACTOR to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the CONTRACTOR fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the FSCNC may (1) by contract or otherwise, perform the services and charge to the CONTRACTOR any cost incurred by the FSCNC that is directly related to the performance of such service or (2) terminate the contract for default.

D.4 INVOICES & PAYMENTS

(a) Estimates shall be made monthly of the amount and value of the work and services performed by the CONTRACTOR under this contract which meet the standards of quality established under this contract. The estimates shall be prepared by the CONTRACTOR and accompanied by any supporting data required by the Contracting Officer.

(b) Upon approval of the estimate by the Contracting Officer, payment upon properly executed vouchers shall be made to the Contractor, as soon as practicable (net 45 days), of 90 percent of the approved amount, less all previous payments; provided, that payment may be made in full during any months in which the Contracting Officer determines that performance has been satisfactory. Also, whenever the Contracting Officer determines that the work is substantially complete and that the amount retained is in excess of the amount adequate for the protection of the FSCNC, the Contracting Officer may release the excess amount to the Contractor.

(c) Upon satisfactory completion by the CONTRACTOR and acceptance by the Contracting Officer of the work done by the CONTRACTOR under the “Statement of Work”, the CONTRACTOR will be paid the unpaid balance of any money due for work under the statement, including retained percentages relating to this portion of the work. Upon satisfactory completion and final acceptance of the construction work, the CONTRACTOR shall be paid any unpaid balance of money due under this contract.

(d) Invoices are limited to one per 30 days and shall be based on the pay items listed in the Schedule of Items.