



Tree City USA Tree Planting and Maintenance Grant Request for Proposals

Funds for this grant are made available through the USDA Forest Service, administered by the Department of Natural Resources (DNR) Urban and Community Forestry Program.

PERIOD OF PERFORMANCE

April 1, 2017 – April 30, 2019

APPLICANT ELIGIBILITY

This grant is open to local governments, 501(c)(3) nonprofit organizations, educational institutions, and tribal governments.

PROPOSAL DUE DATE & TIME

**4:00PM PDT, ON FRIDAY,
DECEMBER 9, 2016**

Grant Contact Information:

Washington State Department of
Natural Resources
Urban Forestry Program
1111 Washington St SE
MS 47037
Olympia, WA 98504-7037

Phone: 360-902-1703 or

800-523-TREE

FAX: 360-902-1757

E-mail: urban_forestry@dnr.wa.gov

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SECTION 1 – INTRODUCTION

The United States Department of Agriculture (USDA) Forest Service Urban and Community Forestry Assistance Program is designed to partner with national and local organizations to provide a comprehensive approach to the stewardship of urban trees and forest resources. The Program provides financial and technical assistance to plan, protect, establish, and manage trees, forests, and related resources. The outcome is to restore and sustain the health and quality of the natural and human environments in urban areas. Washington State grants are awarded through this program to encourage community involvement in creating and supporting long-term and sustainable urban and community forestry programs at the local level.

1.1 Background and Purpose

The expanded forestry title of the 1990 Farm Bill includes authorization for the Community Forestry Assistance Program. This program was re-authorized in the most recent Farm Bill (2008) and funding has been provided to the USDA Forest Service to implement the program. The USDA Forest Service, in turn, has allocated funds to the Washington State DNR Urban and Community Forestry Program to distribute and administer.

The mission of the Washington State Department of Natural Resources (DNR) Urban and Community Forestry Program is to provide leadership and assistance to communities that are working to create self-sustaining urban and community forestry programs that preserve, plant and manage forests and trees in urban settings for public benefits and quality of life.

The 2016 Tree City USA Tree Planting and Maintenance Grants support this mission by providing financial assistance to communities working to improve and enhance tree canopy cover as a component of a comprehensive urban and community forestry management program. Grant awards will be up to \$15,000 per community, although funds granted may be changed at the discretion of the program manager.

Proposed projects should be based on an overall vision of enhancing community canopy coverage, sustaining and enhancing the community as a livable place, and developing an extensive, thriving urban forest that provides multiple aesthetic, social, ecological, and environmental benefits.

Applicants' proposed projects must fit into one of the following three categories:

- 1) **Replace trees** lost to natural events
 - a) Natural events must have occurred within three years prior to the due date of this grant and may include storms, floods, fires, earthquakes, or landslides, etc., where the scope and severity of tree loss could not have been prevented. Applicants should describe the details of the event and trees that were lost.
 - b) Applicant must commit to three initial years of adequate watering and aftercare to ensure tree establishment within the first three years. Associated expenses are eligible costs under this RFP; maintenance contractor, purchase of water bags ('Gator bags').

- 3) **Prune trees** to restore the health and structural stability of trees within the urban forest. All pruning must be by an arborist certified by the International Society of Arboriculture (ISA).
 - a) Structural pruning, (especially for trees planted within the last 5-10 years)
 - b) Storm damage repair
 - c) Hazard abatement

- 4) **Demonstration tree planting projects**
 - a) Demonstration projects must have a public education component; interpretive signage is highly desirable. Examples include but are not limited to: best management practices for tree pruning, arboretums with unique but available tree species, innovative street tree installations using trees for stormwater management, etc.
 - b) Applicant must commit to three initial years of adequate watering and aftercare to ensure tree establishment within the first three years. Associated expenses are eligible costs under this RFP; maintenance contractor, purchase of water bags ('Gator bags').

Note: Category selection has no bearing on the success, failure, or competitiveness of a grant proposal. All submitted proposals will be evaluated and scored according to the criteria outlined in section 4.3 of this RFP and will compete with all other submitted proposals regardless of the category selected.

1.2 Eligible Grantees

Tree Planting and Maintenance Grants are available only to Tree City USA communities *or those communities that can demonstrate that they will become a Tree City in 2016*. (Please contact the Program Manager if you plan to apply for this designation.) Nonprofit organizations, educational institutions, or tribal governments may apply *in partnership with* TCUSA communities. Community tree volunteer groups and neighborhood associations, while not directly eligible to apply, are encouraged to develop projects in partnership with an eligible entity.

1.3 Period of Performance

The period of performance of the contract resulting from this grant application is tentatively scheduled as April 1, 2017 through April 30, 2019. No amendments extending the period of performance will be accepted by DNR, however, acceptance of this award requires the Grantee to continue aftercare of any planted tree for a minimum of three years post plant date to safeguard the establishment of that tree.

SECTION 2 - GENERAL INFORMATION

2.1 Program Manager

The Program Manager is the point of contact in DNR for this application. All communication between the applicants and DNR shall be with the Program Manager or other DNR Urban and Community Forestry Program staff.

Name	Linden Lampman, UCF Program Manager
Street Address	1111 Washington St SE
Mailing Address	MS 47037
City, State, Zip Code	Olympia, WA 98504-7037
Phone Number	360-902-1703
FAX Number	360-902-1757
E-Mail Address	linden.lampman@dnr.wa.gov

Name	Ben Thompson, UCF Specialist
Street Address	1111 Washington St SE
Mailing Address	MS 47037
City, State, Zip Code	Olympia, WA 98504-7037
Toll-Free	800-532-8733
FAX Number	360-902-1757
E-Mail Address	ben.thompson@dnr.wa.gov

Name	Marcea Kato, Grant Coordinator
Street Address	1111 Washington St SE
Mailing Address	MS 47037
City, State, Zip Code	Olympia, WA 98504-7037
Phone Number	360-902-1324
FAX Number	360-902-1757
E-Mail Address	marcea.kato@dnr.wa.gov

Communication with individuals other than those listed above will be considered unofficial and non-binding on DNR. Applicants are to rely on written statements issued by the Grant Coordinator or UCF Program staff. Communication directed to parties other than the Grant Coordinator or UCF Program staff may result in disqualification of the Applicant.

2.2 Estimated Schedule of Activities

Proposals Due	4:00pm PDT, December 9, 2016
Proposals Evaluated	January, 2017
Notification to Applicants	January 31, 2017
Finalize Contract	February 2017
Period of Contract Performance	April 1, 2017 – April 30, 2019
Final Report & Request for Reimbursement	No later than May 30, 2019
Required Tree Aftercare	Required 3 years post plant date

DNR reserves the right to revise this schedule as necessary.

2.3 Submission of Proposals

Applicants may submit proposals in hardcopy format by mail or in electronic format by email.

Applicants submitting hardcopy proposals must submit four (4) copies of each proposal, wherein one copy must have an original signature and the three other copies may have photocopied signatures. Hardcopy proposals must be sent to the Grant Coordinator at the address listed on the cover page of this RFP. The envelope must be clearly marked to the attention of the Grant Coordinator. Applicants should allow for normal mail delivery time to ensure timely delivery of their proposals.

Applicants submitting electronic proposals must email them to urban_forestry@dnr.wa.gov. Only one email per grant proposal will be accepted. Applicants must title their email: "TPM_2017 [Applicant Name]" in the subject line of the email message. The DNR email server will accept messages no greater than 10 MB in size. Only Adobe PDF files will be accepted. The Proposal Summary, Proposal Narrative, and Proposal Budget must be sent in as a single PDF file. The application form and any (up to three) attached documents, such as letters of support, must use the following file naming convention: TPM_2017_[Applicant Name]_[Suffix], wherein the "suffix" placeholder is used to distinguish unique documents.

The proposal, whether submitted as a hard-copy or sent electronically, must arrive at DNR no later than 4:00 p.m. Pacific Time, on the date specified on the cover page of this Proposal Form. The Applicant assumes the risk for whichever method of delivery they choose. DNR assumes no responsibility for problems or delays caused by electronic or ground-based delivery methods. Proposals that are submitted late or otherwise received after the deadline will be disqualified. All proposals and any accompanying documentation become the property of DNR and will not be returned.

2.4 Public Disclosure

Proposals submitted in response to this RFP shall become the property of DNR and are subject to disclosure under the Public Records Act (RCW 42.56). Any information in the proposal that the Applicant claims as exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as such by the Applicant. The page must be identified and the particular

exemption from disclosure cited by the Applicant must be identified. Marking the entire proposal exempt from disclosure or as proprietary information will not be honored.

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

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

2.5 Failure to Comply

If the Applicant fails to comply with any requirement of the RFP, DNR will reject the proposal.

2.6 Signatures

Proposals must be signed and dated by a person authorized to bind the Applicant to a contractual arrangement.

2.7 Rejecting Proposals

DNR reserves the right at its sole discretion to reject any and all proposals received without penalty and to not issue a contract from this application.

2.8 Acceptance Period

Applicants must provide sixty (60) business days for acceptance of proposals by DNR beginning from the due date for receipt of proposals.

2.9 Responsiveness

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

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

2.10 Most Favorable Terms

DNR reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal shall be submitted initially on the most favorable terms that the Applicant can propose. There will be no best and final offer procedure. DNR does reserve the

right to contact an Applicant for clarification of the proposal during the evaluation process. In addition, if the Applicant is selected as an apparent successful grantee, DNR reserves the right to enter into contract negotiations with the apparent successful Grantee, which may include discussion regarding the terms of the proposal. Contract negotiations may result in the incorporation of some or all of the Applicant's proposal. The Applicant is to be prepared to accept their proposal as submitted for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official file.

2.11 Obligation to Contract

This RFP does not obligate the State of Washington or DNR to contract for the project described.

2.12 Cost to Propose

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

2.13 Commitment of Funds

The Commissioner of Public Lands or his delegate is the only individual who may legally commit DNR to the expenditure of funds for a contract resulting from this grant application. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract. The contract must be signed by both the applicant and DNR; both DNR and the Grantee must possess a copy of the dually signed contract before it is considered "fully executed". A sample Interagency Agreement (contract) is included in [Attachment C](#) of this grant application package.

2.14 Indemnity and Insurance Coverage

The applicant must indemnify and have adequate insurance coverage to hold DNR and the State harmless for any claims arising out of or resulting from the contract.

2.15 Federal and State Regulations

Grantees must comply with all federal regulations pertaining to federal grants. Grantees are referred to Sections 3015, 3016, and 3017 of the Code of Federal Regulations and to cost principles outlined in OMB Circulars A-21, A-87, A-102, A-110, and A-122. These may be viewed online at http://www.whitehouse.gov/omb/circulars_index-slg.

2.16 Auditable Records

Records will be maintained according to all federal regulations. Records shall comply with generally accepted accounting principles with all expenditures, match, and in-kind contributions documented. Records will be supported by source documentation, such as canceled checks, paid bills, payrolls, time and attendance records, contracts, etc. Invoices must be marked paid and be referenced as to how payment was made, i.e., check number. Records must be maintained for three (3) years following payment.

2.17 Acknowledgement

- Grantees will post a media release to inform the community of the project, (template provided), acknowledging Washington Department of Natural Resources and the USDA Forest Service; see below for statement of acknowledgement.
- All printed materials, signs, and other products including websites and press releases resulting from this grant *must be reviewed by DNR prior to publishing*.
- USDA Forest Service support shall be acknowledged in all publications or audiovisuals in accordance with 7 CRF 3015, Subpart 4, 3015.200. All projects must include an acknowledgement of funding sources, which may be recognized as follows:

“Funding for this project was provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program.”

- USDA Equal Opportunity statement must be included in all publications:
“The USDA is an equal opportunity provider and employer.”

Appropriate agency logos may be used in addition to the above statement, and are supplied to successful applicants.

In some circumstances, logos from the USDA Forest Service and the Washington State Department of Natural Resources may be considered the most appropriate form of accreditation, and should be used in lieu of the textual accreditation. Such instances will be evaluated on a case-by-case basis by DNR staff in consultation with the USDA Forest Service. DNR reserves the right to require the use of logos either in conjunction with, or in lieu of the textual accreditation, with permission from the USDA Forest Service.

SECTION 3 – PROPOSALS

3.1 Eligible Proposals

Tree Planting and Maintenance Grants are available only to Tree City USA communities or those communities that can demonstrate they will become a Tree City in 2016. Nonprofit organizations, educational institutions, or tribal governments may apply in partnership with TCUSA communities. Community tree volunteer groups and neighborhood associations, while not directly eligible to apply, are encouraged to develop projects in partnership with an eligible city.

Preference will be given to tree planting and maintenance projects that:

- Increase community tree canopy coverage with an emphasis on planting medium to large-maturing trees in planting locations that can reasonably accommodate trees' mature sizes
- Clearly describe the need for project funding above the level that is currently available to the community.
- Engage volunteers and/or partner organizations, especially youth, in urban forestry
- Include a public education component

- Provide multiple environmental benefits with an emphasis on stormwater management and water quality improvement
- Demonstrate a commitment to and capacity for on-going maintenance of trees
- Are highly visible within the community due to location, scale, context, or co-benefits, and/or by virtue of the applicant’s ability to promote the project, stimulate community participation, or leverage partnerships.

All trees planted with DNR grant funding:

- Must be planted in accordance with ANSI A300 Transplanting Standard – Part 6 (described in [ISA Best Management Practices - Tree Planting, Second Edition](#)) and follow a three-year maintenance plan to assure successful tree establishment.
- Must be planted on public property.
- Must be between 1.5” and 2.5” in caliper at the time of planting.
- Must be inspected by an International Society of Arboriculture (ISA) Certified Arborist to ensure that:
 - Purchased trees adhere to the most current standards outlined by the American National Standards Institute (ANSI) Z.60 Standards for Nursery Stock.
 - Must be properly field located and properly planted in accordance with the ANSI A300 Transplanting Standard – Part 6.
 - Securing the services of an ISA Certified Arborist is an eligible project expense.

All trees pruned with DNR grant funding:

- Must be pruned in accordance with ANSI A300 Pruning Standard – Part I, described in [ISA Best Management Practices - Tree Pruning, Second Edition](#), by an ISA Certified Arborist (which is an eligible project expense).
- Must be planted on public property.

3.2 Ineligible Proposals

The purpose of the Tree City USA Tree Planting and Maintenance Grant is to support activities which would not otherwise occur during a city’s funding cycle. The grant is intended for projects not currently funded and may not be used to meet ordinary operating expenses.

Planting proposals that do not include a draft three-year maintenance plan will be considered ineligible. Refer to [Attachment B](#).

Grant funds cannot be used for any of the following:

- Planting shrubs, tree seedlings, or any nursery stock trees less than 1.5” or greater than 2.5” in diameter.
- Planting, maintenance or removal of trees on private property.

3.3 Project Deliverables

Each planting project requires bi-annual and final reports to describe progress made toward the grant’s outcomes. Issues and challenges should be explained and solutions discussed.

The final report will include:

- Number of trees planted or treated
- Species and cultivars planted or treated
- “As-built” map of completed project with tree locations clearly defined (GIS shapefiles preferred; hardcopies acceptable)
- Evidence of community involvement including sign-in sheets, photographs, etc.
- A copy of the required DNR-approved three-year maintenance plan
- A copy of the completed inspection form(s) from the ISA Certified Arborist ([Attachment A](#))
- Evidence of project promotion, including at least one (1) formal press release, approved by DNR staff, with appropriate recognition given to WA DNR and the USDA Forest Service.
- Other documentation that reports successful completion of the planting project (photographs, staff reports, etc.)

Each maintenance project will include:

- An “as-built” map of completed project with tree locations clearly defined (GIS shapefiles are preferred; hardcopies will be accepted)
- Documentation that reports successful completion of the project (photographs, staff reports, etc.)
- A description of anticipated follow-up activities; inspection, additional structural pruning, rotational pruning, etc.
- Evidence of project promotion, including at least one (1) formal press release, (vetted by DNR staff), and with appropriate recognition given to WA DNR and the USDA Forest Service.
- Other documentation that reports successful completion of the planting project
- If applicable, evidence of community involvement.

Invoices for projects may be submitted bi-annually. Requests for reimbursement must include project reports and invoices for eligible expenditures. Final requests must include a final project report that includes maps and documentation as described above. Final reimbursement requests and accompanying project reports must be submitted no later than May 30, 2019. Requests for reimbursements made after May 30, 2019, will not be paid. *NOTE: Your contractual agreement must be finalized before costs are incurred. Expenses dated before the date of the dually signed agreement cannot be reimbursed.*

SECTION 4 – PROPOSAL CONTENTS

Proposals must provide information in the same order as presented in this RFP with the same headings as identified below. This should assist the Applicant in preparing a thorough response and will be helpful to the evaluators of the proposals. The proposal narrative shall not exceed five (5) standard letter-size pages in 12-point font.

Items marked as “mandatory” must be included as part of the proposal for the proposal to be eligible for consideration; these items are not scored. Items marked “scored” are rated as part of the evaluation process conducted by the evaluation team.

4.1 Applicant Information (Section I) (Mandatory)

1. Name and location of the project, the Applicant's name, address, telephone number, fax number and Federal tax identification number.
2. Contact information for the primary project liaison, including name, address, phone number and email address.
3. Selected category for planting project type
4. Brief summary of the project.
5. Budget summary. Budget summary totals must match those on the budget worksheet. (Budget sheet will be referenced as an attachment within the interagency agreement)
6. Application form must be signed by an authorized representative of the Applicant.

4.2 Proposal Narrative Elements (Section II) (Mandatory)

Tree Pruning/Maintenance Proposal – All pruning must be by an ISA Certified Arborist

- 1) Total number, size, and species of trees to be treated. Include maps and other supporting documentation of the project location, include reference to recent inventory data, if available.
- 2) Need for proposed pruning treatment, including location and description of natural event impacting trees, if applicable
- 3) Description of proposed pruning treatment. Include reference to ANSI A300 Pruning Standard – Part I.
- 4) Anticipated follow-up activities; re-inspection, rotational pruning, etc.

Important points to address:

- Commitment to follow-up care and maintenance for a minimum of 3 years post planting
- Enhanced community canopy cover through improved tree health and structure

Tree Planting Proposal

1. Total number of trees to be planted
2. Size of nursery stock (caliper)
3. Planting stock type (i.e., balled & burlap, container, bare root)
4. Tree species and cultivars planted
5. Location. Include maps and other supporting documentation of the project location
6. Draft three-year maintenance plan ([Attachment B](#)).
7. Plan for tree stock and planting inspections by an ISA Certified Arborist. This includes plant materials inspection, installation and post planting review. If a community does not have access to a staff arborist, extension agent, or a local arborist who volunteers their time, a consultant may be hired and is an eligible grant expense. ([Refer to Attachment A](#))

Important points to address:

- Species diversity (see below)
- Appropriate trees for the planting location, including distance from all utilities sites
- Those sites appropriate for medium or large-maturing trees are planted with those species.
- Proper planting technique

- Commitment to tree maintenance and care for a minimum of 3 years post planting
- Enhanced community canopy cover

Communities with current tree inventories should describe how species selected for this project will enhance diversity within the community forest. Communities that do not have current inventories should follow the tree selection recommendations below:

Species diversity guidelines recommend a maximum of 20% of plantings to be from the same genus of trees (e.g. Maple) and a maximum of 10% of plantings to be from the same species of tree (e.g. Red Maple). The table below suggests the minimum number of species for a given project size.

Total # of Trees in Planting Project	Minimum # of Tree Species in Project
1 to 8 trees	1 species
9 to 15 trees	2 species
16 to 30 trees	3 species
31 to 40 trees	4 species
41 to 50 trees	5 species
51 to 100 trees	6 species
101 to 200 trees	10 species

4.3 Overall Project (Scored)

1. Demonstrated commitment (5 points)

- Tree City USA status, or pending Tree City USA status (required)
- For Planting projects: draft three-year maintenance plan ([see Attachment B](#)) (required); acknowledging and defining maintenance and care for all planted trees for a minimum of three years after planting and that clearly addresses this responsibility in the three-year maintenance plan.
- For Maintenance projects: Describe how the project will be maintained over the long-term; inspection schedule, pruning rotation for additional structural pruning for trees less than 10 years old, management practices and standards used.
- Organizational goals, purpose, or mission statement that support urban forest management
- Prior successful urban forestry projects
- Clearly documented source and variety of in-kind match

2. Planning (10 points)

- Complete and thorough application and proposal
- Clarity and continuity between project description, narrative, and budget
- Clearly defined purpose, goals and objective(s) for the project
- Appropriate proposed time frame for completion of the project
- Project addresses species diversity in the urban forest
- Project is designed for large-maturing trees

- Project aligns with program goals established through current inventory data or management plans
 - Planting projects adhere to the “Guideline Specifications for Selecting, Planting, and Early Care of Young Trees” ([Attachment B](#))
 - Pruning projects adhere to ANSI A300 Best Management Practices for tree pruning
 - Compliance in all respects with all applicable local and county ordinances, and all applicable state and federal laws and regulations
3. **Support** (10 points)
- Active participation from one or more of the following in addition to local government: local residents, businesses, schools, tree boards, or nonprofit groups
 - Public education and involvement via media, citizen participation or ceremonies
4. **Impacts** (10 points)
- Degree to which the project satisfies a local need
 - Clearly identified benefits from the project
 - Long-term sustainability of the project
 - Return on investment—degree(s) to which the value of expected results exceeds initial project investments of time and money.
5. **Budget** (Mandatory; 10 points)
- Matching funds; well-identified, diverse
 - Accounting of project costs in appropriate categories (i.e. grant share vs. applicant share vs. in-kind share vs. donations.)
 - Clearly identified resources, including staff, to complete and maintain the project
 - Clearly stated purpose for each identified cost.
6. **Other** (5 points)
- Innovative methods, new technology or techniques, or other unique features
 - Partnerships or cooperative ventures important to the success of community forestry
 - Scope and extent of follow-up and continued stewardship activities
 - Service to underserved populations
 - Unique features or outstanding value in relation to most urban forestry projects

4.4 **Cost Details**

Grant requests must be a minimum of \$5000 and may not exceed \$15,000.

4.4.1 **Eligible Costs**

- Charges necessary and reasonable to accomplish the objectives of the contract during the grant period as proposed on the budget worksheet
- Trees: containerized, bare-root or balled-and-burlapped (B&B).

- Planting materials: stakes, ties, and root collar protectors proportional to number of trees being planted; wood chip surface mulch
- Watering supplies, (water bags, hydrogel, etc.)
- Inspection: Applicant may contract with an ISA Certified Arborist to inspect trees upon delivery and after installation to ensure best quality stock and planting practices, and/or to assure compliance to specifications for maintenance projects.
- Services of an ISA Certified Arborist for maintenance and structural pruning.

4.4.2 Ineligible Costs (Although these costs are not reimbursable with grant funding, ineligible costs may be used as match; see Section 4.4.5)

- Salaries and wages for local units of government, educational institutions, or tribal governments
- Overhead greater than 10 percent of the project
- Tree seedlings
- Tree grates and decorative tree guards
- Disposal costs of woody debris
- Tree removal
- Irrigation valves, pumps, sprinkler control timers or elaborate irrigation systems
- Root barriers
- Construction or fabrication activities
- Capital outlays including purchase of land
- Equipment, including computer hardware
- Food and refreshments
- Items disapproved from the budget worksheet are ineligible costs

4.4.3 Cost Sharing Requirements

Applicants must provide a 1:1 match to the funding requested. Match must be in the form of applicant share, in-kind contributions, or cash donations. Grant awards must be matched with non-federal funds and/or contributions.

4.4.4 Grant Share

Eligible costs are those listed above in Section 4.4.1.

4.4.5 Applicant Share

- Salaries of project participants or Applicant staff shall be designated as Applicant share.
- Costs incurred for services, equipment, wages, supplies, etc.
- Costs of other items listed as ineligible costs in Section 4.4.2, above.

4.4.6 In-Kind Share

In-kind match is any third-party non-cash donations of time, services, equipment or supplies, and is highly encouraged. In-kind matches may take the form of volunteer hours, donated materials, donated office space or equipment associated with the project, etc. A rate of \$28.99

per hour (Washington State 2015 hourly rate for volunteer time published by [Independent Sector](#)) will be used as the hourly volunteer rate unless the volunteer is performing tasks in their normal line of work. In that situation, the match will be calculated at their current billable job rate.

4.4.7 Cash Donations

Cash donations are any third party cash donation toward the project.

4.4.8 State Sales Tax

Applicants are required to collect and pay Washington state sales tax, if applicable.

4.4.9 Budget Worksheet

All expenditures or services to be rendered through this project should be itemized on the budget worksheet, to the greatest extent possible. Use additional worksheets if necessary.

Separate itemized costs for each project component identified in the project, such as management plan, inventory, consultant fees, and outreach.

Describe each item, the cost basis, and the total expenditure. For example:

Personnel: Project Foreman, 28 hours @ \$24/hour TOTAL = \$672

Total each row and column. Ensure that totals comply with the grant requirements, and match the figures on the Application Form.

4.4.10 Payment Process

Grant funds are distributed on a reimbursement basis and are not available in advance. Invoices will be processed for payment after deliverables have been verified and all applicable receipts and forms have been received. DNR will provide instruction for reimbursement to successful grant applicants. DNR requires Grantees to submit a final report as described in [Section 3.3 Project Deliverables](#). The final report is required before final reimbursement is remitted. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract. The contract must be signed by both the applicant and DNR; both DNR and the Grantee must possess a copy of the dually signed contract before it is considered “fully executed”.

SECTION 5 – EVALUATION AND GRANTEE AWARD

5.1 Evaluation Weighting and Scoring

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

<u>Commitment</u>	<u>5 points (max)</u>
<u>Planning</u>	<u>10 points (max)</u>
<u>Support</u>	<u>10 points (max)</u>
<u>Impacts</u>	<u>10 points (max)</u>
<u>Budget</u>	<u>10 points (max)</u>
<u>Other</u>	<u>5 points (max)</u>
TOTAL EVALUATION POINTS	50 points (maximum)

5.2 Notification to Unsuccessful Applicants

Applicants whose proposals have not been selected for award will be notified by January 31, 2017 at the address provided in the proposal.

5.3 General Terms and Conditions

The apparent successful Applicants will be expected to enter into a contract (Interagency Agreement) with DNR. NOTE: *Expenses dated before the date of the final signed agreement cannot be reimbursed.*

5.4 Protest Procedure

Applicants who respond to this RFP may file a protest to the selection of the winning proposals with the Grant Coordinator within three (3) business days of receiving a notice of unsuccessful application from DNR.

Applicants protesting the non-selection of their proposal shall follow the procedures described below. DNR will not consider protests that do not follow these procedures. This protest procedure constitutes the sole administrative remedy available to Applicants under this RFP.

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

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

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the RFP document.

Upon receipt of a written protest, DNR will convene a protest review. The Commissioner of Public Lands or his delegate will consider all available facts and issue a decision within five (5) business days of receiving the protest. If additional time is required, the protesting party will be notified of the delay.

If a protest might affect the interest of other Applicants that submitted a proposal, those Applicants will be given an opportunity to respond with any relevant information on the protest to the Grant Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold DNR's action; or
- Find only technical or harmless errors in DNR's acquisition process and/or conduct and determine DNR to be substantially in compliance and reject the protest; or
- Find merit in the protest and provide options for redress by DNR which may include:
 - Correct the error(s) and re-evaluate all proposals.

- Reissue the RFP.
- Make other findings and determine other courses of action as appropriate.

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

ISA CERTIFIED ARBORIST/CERTIFIED LANDSCAPE TECHNICIAN
PLANTING PROJECT CHECK-OFF

Print Certified Arborist or Certified Landscape Technician’s Name

Address

City State Zip Certification #

Inspection for Community or Non-Profit Group doing tree planting

Signature _____ Date _____

I certify the above community or group has received and planted the plant material to meet the following specifications as a minimum:

PLANT MATERIAL ACCEPTANCE

- All plant material furnished meets the grades of the latest edition of the American Standard for Nursery Stock, ANSI - Z60 and DNR “Specifications and Maintenance Requirements”.
- All plant material furnished is healthy, uniformly branched and with well-developed fibrous root systems.
- All plant material furnished is free from dead or broken branches, lichens, scars, broken bark or wounds, damage caused by insects or disease. All pruning wounds must be well-healed with no evidence of decay.

NOTE: If the plant material does not meet these standards or specifications, refuse to accept the material.

PLANTING SITE

- The planting site is suitable for the planting material at its mature size and height. (Site characteristics such as overhead power lines, existing vegetation, and infrastructure items, such as curbs and sidewalks should be considered.)
- If planted under the power lines, this tree will not exceed the height of 25' at maturity.

- The planting site meets the minimum tree lawn widths for the size of tree at maturity (see reference table below).

Mature Height	Minimum Tree Lawn Width
Small trees up to 25' in height	3' to 5'
Medium trees 25' to 45' in height	6'
Large trees more than 45' in height	8'

PLANTING PROCEDURE

- Planting procedures meet ANSI A300 planting specifications. Has this been met or exceeded?

MAINTENANCE PLAN

- City staff have a maintenance plan for this project, including an adequate watering plan.

If, as the certifying professional, one or more of these items has not been met, please do not allow planting to continue and call DNR's Urban and Community Forestry Program Coordinator at (360) 902-1703.

Three-year Maintenance Plan Template – Tree Planting

Headings in black are elements that must be included in a maintenance plan; texts in red are questions or statements to guide plan development.

Applicant

Project

Project Description

Background location/description of project (Neighborhood Park, street trees, etc.); brief history of the site; brief summary of previous work; neighborhood or volunteer involvement at the site.

Goals/Desired Outcomes

Work Accomplished work done by local staff and volunteers toward the goals: (# trees pruned or planted); list of tree species installed or maintained (numbers and names); installation methods (depth, distance, pattern, etc.); post-installation care (mulching, staking, watering, etc.); pruning or management specifications.

Three- Year Maintenance Plan

Water Frequency and length of watering; method (installed irrigation, water bags, etc.) Name of manager or volunteer group responsible determining watering regime.

Mulch Type of mulch used; plan for determining maintenance (How often will mulch be renewed?); Who is responsible for maintenance? Size of mulch beds for planting areas/individual trees?

Staking/Mowing/Weeding/Other activities if trees have been staked (recommended only if trees are bareroot or the area has strong winds), when will staking materials be removed? By whom? If area is to be mowed, how often and by whom? Will grass to be kept out of mulch beds or away from young plants? If so, how, and by whom? Details for any other maintenance activities that may be necessary for best establishment at that particular site.

Pruning What pruning may be needed during the 3-year establishment period for new trees? For trees structurally pruned, pruned to repair damage, or pruned for hazard abatement, list follow up activities, including a timeline for these activities, (follow-up inspections, additional structural pruning scheduled, etc.) List how this work will be accomplished, by whom and their credentials (such as ISA Certification), local designation (such as trained volunteers or Master Gardeners with special training) or other.

Appendices/Maps: Include current maps showing location of project, including a proximity map for context.

(Applicants should consider referencing [Guideline Specifications for Selecting, Planting, and Early Care of Young Trees](#) to learn more about tree maintenance



INTERAGENCY AGREEMENT WITH THE [GRANTEE]

Agreement No. _____
USDA Forest Service CFDA Number _____

This Agreement is between the [CITY] and the Washington State Department of Natural Resources, Wildfire Division, referred to as DNR.

DNR falls under authority of RCW Chapter 43.30 of Washington State Department of Natural Resources. DNR and the [CITY], herein after referred to as the Grantee, enter into this agreement under Chapter 39.34, Inter-local Cooperation Act.

The purpose of this Agreement is to help [CITY] increase canopy cover through focused planting projects to help meet canopy coverage goals and to set an example for City residents.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment A.

2.01 Period of Performance. The period of performance of this Agreement shall begin upon final execution by both parties, and end on April 30, 2019, unless terminated sooner as provided herein.

3.01 Payment. Payment for the work provided is established under RCW 39.34.130. Payment will not exceed <\$\$\$> dollars (\$XX.00). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Payment for services shall be based on the rates and terms described in Attachment B.

4.01 Billing Procedures. The Grantee shall submit invoices once during the period of performance stated in section 2.01. Payment to the Grantee for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. The Grantee shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the Grantee in providing the services. These records shall be available for inspection, review, or audit by personnel of DNR, other personnel authorized by DNR, the Office of the State Auditor, and federal officials as authorized by law. The Grantee shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be “Works Made for Hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR and the Grantee. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute as follows: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board’s determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor’s process will control the dispute resolution.

12.01 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules (See Minimum Federal Requirements -Attachment XX);
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01. Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

15.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurances. The Grantee and DNR are part of the State of Washington and are protected by the State's self-insurance liability program as provided by Chapter 4.92 RCW. These agencies have entered into this agreement to provide/performance the <Project Name> described therein. This agreement will terminate on the date listed in the period of performance. The agencies agree to share responsibility equally for losses that arise out of this agreement.

(1) General Insurance Requirements

At all times during the term of this agreement, the Grantee shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the agreement at DNR's option.

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

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

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

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

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

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

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

the Grantee, provided Grantee provides the following:

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

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

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

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

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

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

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

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

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

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

- (5) To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to Grantee's or any subgrantee's performances or failure to perform the Agreement. Grantee's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

19.01 Project Coordinators.

- (1) The Project Coordinator for the Grantee is [NAME], Telephone Number

_____.

- (2) The Project Coordinator for DNR is Linden Lampman, Urban and Community Forestry Program Manager, Telephone Number 360-902-1703.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TBD

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

Signature
Date

Signature
Date

Name

Robert W. Johnson

Name

Title

Wildfire Division Manager

Title

Address

1111 Washington Street SE M/S 47037

Address

Telephone

Olympia, WA 98504-7037

Address

360.902.1300

Telephone

SAMPLE