



**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON**

2024 COMMUNITY FORESTRY ASSISTANCE GRANT

REQUEST FOR APPLICATION (RFA): DNR 24-16

APPLICATION DUE DATE: Monday, January 8, 2024 – by 4:00 PM local time, Olympia, Washington

APPLICATION COORDINATOR: Ben Thompson

ESTIMATED PERIOD OF PERFORMANCE FOR AGREEMENT: Periods of performance may vary from as early as May 1, 2024, through as late as June 1, 2027. The grant request will inform the period of performance:

- \$10,000 - \$49,999: completed by 6/1/2025.
- \$50,000 - \$199,999: completed by 6/1/2026.
- \$200,000 - \$350,000: completed by 6/1/2027.

ESTIMATED AVAILABLE FUNDING: \$7,000,000

DISTRIBUTION OF AVAILABLE FUNDING:

- Up to \$2,000,000 of state funding for activities completed by June 1, 2025.
- Up to \$5,000,000 of federal funding for activities completed by June 1, 2027.

Apparent Successful Bidders/Applicants receiving federal funds will be considered Subrecipients. Subrecipients are subject to the Office of Management and Budget (OMB) guidance in subparts A through F of [2 CFR Part 200](#), as adopted and supplemented by the USDA in [2 CFR Part 400](#).

MINIMUM REQUEST: \$10,000

MAXIMUM REQUEST: \$350,000

MATCHING FUNDS: Matching funding is not required and will not impact competitiveness.

See Section 1.3 for Minimum Qualifications and Section 3.1 for electronic submission instructions.

TABLE OF CONTENTS

1. INTRODUCTION AND SCHEDULE OF ACTIVITIES4
 1.1 PURPOSE4
 1.2 SCOPE4
 1.3 MINIMUM QUALIFICATIONS 7
 1.4 PERIOD OF PERFORMANCE..... 8
 1.5 ADDITIONAL PRODUCTS AND/OR SERVICES 8
 1.6 REPORTING REQUIREMENTS..... 8
 1.7 APPLICATION COORDINATOR..... 9
 1.8 SCHEDULE OF PROCUREMENT ACTIVITIES 10
 2. GENERAL INFORMATION 11
 2.1 CONTRACTING RESTRICTIONS 11
 2.2 DEFINITIONS..... 11
 2.3 PRE-APPLICATION CONFERENCE..... 13
 2.4 ORIENTATION FOR FUNDED GRANTEES 14
 2.5 REQUIRED OUTREACH AND PRINTED MATERIALS 14
 2.6 NOTIFICATION TO BIDDERS/APPLICANTS 15
 2.7 COMPLAINT, DEBRIEF, AND PROTEST PROCEDURES 15
 2.8 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE..... 17
 2.9 REVISIONS TO THE APPLICATION..... 18
 2.10 SMALL AND DIVERSE BUSINESS PARTICIPATION 18
 2.11 AMERICANS WITH DISABILITIES ACTS 18
 2.12 ACCEPTANCE PERIOD 18
 2.13 MOST FAVORABLE TERMS 19
 2.14 CONTRACT AND GENERAL TERMS & CONDITIONS 19
 2.15 COST TO PROPOSE..... 19
 2.16 NO OBLIGATION TO CONTRACT..... 19
 2.17 REJECTION OF BIDS, QUOTATION, and/or PROPOSALS 19
 2.18 COMMITMENT OF FUNDS 20
 2.19 DOING BUSINESS WITH STATE 20
 2.20 INSURANCE COVERAGE 20
 3. CONTENTS AND SUBMITTAL INSTRUCTIONS 21
 3.1 ELECTRONIC SUBMISSION OF APPLICATION..... 21
 3.2 BIDDER/APPLICANT CHECKLIST 21
 3.3 MANAGEMENT PROPOSAL (SCORED) 22
 3.4 PROJECT PROPOSAL (SCORED) 22
 3.5 FUNDING..... 24
 3.6 COST (SCORED)..... 24
 4. EVALUATION AND AWARD 26
 4.1 RESPONSIVENESS (PASS/FAIL)..... 26
 4.2 RESPONSIBLE BIDDER CRITERIA 26
 4.3 CERTIFICATION AND ASSURANCES FORM (PASS/FAIL)..... 27
 4.4 WAGE LAW COMPLIANCE (PASS/FAIL)..... 27
 4.5 DEBARMENT (PASS/FAIL)..... 28
 4.6 PREFERENCE – EXECUTIVE ORDER 18-03 WORKER’S RIGHTS (SCORED)..... 28
 4.7 PREFERENCE – SMALL & VETERAN BUSINESSES (DOES NOT APPLY) 28
 4.8 PREFERENCES – ENVIRONMENTAL CONSIDERATIONS (DOES NOT APPLY)..... 28
 4.9 ORAL PRESENTATIONS MAY BE REQUIRED (SCORED) 28
 4.10 EVALUATION WEIGHTING AND SCORING 29
 5. APPLICATION EXHIBITS 30
 EXHIBIT A – CERTIFICATION AND ASSURANCES FORM 31
 EXHIBIT B – MANAGEMENT PROPOSAL FORM..... 42
 EXHIBIT C – DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS..... 46

EXHIBIT D – SAMPLE GRANT AGREEMENT AND WA STATE DEPARTMENT OF NATURAL RESOURCES
GENERAL TERMS AND CONDITIONS 49
EXHIBIT E – SAMPLE SUBAWARD AGREEMENT AND FEDERAL FINANCIAL ASSISTANCE AWARD OF
DOMESTIC GRANT TERMS AND CONDITIONS..... 71
EXHIBIT F – PROJECT PROPOSAL FORM 119

1. INTRODUCTION AND SCHEDULE OF ACTIVITIES

1.1 PURPOSE

The purpose of this grant is to support local jurisdictions in implementing improvements to urban tree health, enhanced protections for urban trees, increases in canopy cover, and equitable delivery of tree ecosystem services in communities across Washington State. The Community Forestry Assistance Grants will assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. These grants will improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of-way. Grants will also support projects that increase tree equity by addressing social and environmental disparities in Washington communities through investments in community-identified urban forestry needs, advancing environmental, social, or public health outcomes.

How can this grant opportunity help communities?

Urban and community forests in Washington State are valuable local resources, as well as cornerstones of the state's reputation as the "Evergreen State". Urban trees are directly linked to the health and wellbeing of residents, wildlife, and aquatic habitat.

The mounting environmental challenges facing our urban forests pose a threat to public health and quality of life across Washington State. Investment in urban trees and forests supports cost effective strategies to reduce negative environmental conditions such as heat, flooding, and pollution, and help communities become greener, cleaner, healthier, and more resilient.

Given a review of the many benefits of trees in cities, it stands to reason that urban forestry projects can be a mechanism to address particular environmental, social, and public health issues being faced by Washington State's communities. In times when cities are facing numerous daunting challenges, we need to think more broadly about potential solutions, including how investments in urban forests can help.

Potential Applicants may be intimately familiar with the needs of their community but may be less familiar with urban forestry principles. Reciprocally, subject matter experts in urban forestry may have technical knowledge and skill yet find themselves without a full awareness of the disparities and inequities being faced by particular communities or neighborhoods.

The 2024 Community Forestry Assistance Grant is an opportunity for environmental professionals and community advocates to collaborate on projects addressing community-identified needs by leveraging the benefits of trees and forests.

Applicants are encouraged to contact the Application Coordinator with any questions they may have regarding application requirements. DNR staff are available to connect Applicants with professionals, organizations, and other local resources to help develop projects.

1.2 SCOPE

A grant application may include a project with one activity or multiple activities, but all must relate to urban forestry and be thoroughly described. Projects must be located on public property or be

open to public access. Applicants must collaborate with applicable landowners/local government officials impacted by their projects to obtain any needed permissions or permits.

Eligible activities include, but are not limited to:

- Public outreach and engagement
 - Creation and printing of urban forestry publications or other similar materials.
 - Planning and implementation of community events.
 - Multimedia projects, products, and related work.
 - Planning and development of community surveys.
 - Engagement with local jurisdictions, tribes, communities of color, low-income residents, or nature deprived communities.
 - Promoting community or tribal government involvement in addressing environmental health disparities and environmental justice related issues and developing solutions and future project ideas to address them.
 - Hiring professional facilitators or other mutually trusted third parties to convene engagement activities that mitigate for historical or institutional power dynamics.
 - Identifying shared needs, goals, and collaboration across stakeholders within the community.
- Career training, workforce development, and continuing education
 - Development of programs for workforce development, apprenticeships, internships, professional training, etc.
 - Development of urban forestry curricula, classes, and materials for local schools or other public institutions.
 - Planning and implementation of local training classes or workshops.
 - Registration and travel costs for attendance at conferences, workshops, or classes.
 - Educational assistance to expand knowledge and enhance the technical skills of individuals involved in community tree care, planning, development, and maintenance activities, such as planting and pruning.
 - Invasive urban forest pest training and monitoring activities.
 - Supporting staff or stakeholders with other continuing educational or professional development opportunities.
- Urban and community forestry program development
 - Projects of this nature will enhance existing programs or create new programs including, but not limited to:
 - Urban forest management
 - Tree planting
 - Tree risk assessment and monitoring
 - Workforce development and training
 - Invasive pest detection and monitoring
 - Wood waste utilization
 - Volunteerism and community participation
 - Community engagement
- Tree ordinance and policy development
 - Ordinances may be associated with:
 - Public tree maintenance
 - Tree protection
 - Heritage trees

- Landscaping
 - Urban forest policies may be associated with:
 - Tree protection
 - Tree risk management
 - Tree maintenance
 - Emergency response
- Tree planting and restoration on public property
 - A planting plan and a separate 3-year maintenance plan must be submitted for approval by the Agency Project Manager before plant materials are ordered and before planting or restoration activities can occur. These documents are NOT required at the time of application, although applicants may choose to include them as attachments if already prepared.
 - Capacity development of local tree nurseries that grow smaller plants and trees to a plantable size.
 - Examples of tree planting projects include, but are not limited to:
 - Establishing new trees in low canopy areas.
 - Tree planting for extreme heat mitigation/reduction of heat islands.
 - Tree planting to replace trees lost to natural events, such as storms, floods, fires, earthquakes, or landslides.
 - Tree planting demonstration projects for the purpose of improving public understanding of the benefits of establishing and maintaining trees.
 - Establishment of a “[food forest](https://permaculturenews.org/2019/04/16/what-is-a-food-forest/)” (<https://permaculturenews.org/2019/04/16/what-is-a-food-forest/>) or community orchard (both must include provisions for long-term care and maintenance).
 - Enhancement and protection of bluffs, slopes, riparian buffers, and other critical areas through the planting of native trees.
 - Removal of invasive species and replanting with native trees in natural areas.
- Tree removal and replacement, wood waste utilization
 - Trees at the end of their natural life or determined to pose unreasonable risks to the public may be removed and replaced with a new tree or trees that are suitable for the location (requirements for tree planting projects apply). Note: Any trees to be removed must have a report from an International Society of Arboriculture (ISA) Qualified Tree Risk Assessor that explains the trees’ poor condition and validates the need for removal. Trees that are healthy or in fair-good condition are not eligible to be removed with grant funds.
 - Trees that are removed can be recycled into higher use wood products as part of a waste wood utilization project.
- Tree pruning
 - [Prune trees \(https://hort.ifas.ufl.edu/woody/pruning.shtml\)](https://hort.ifas.ufl.edu/woody/pruning.shtml) to reduce risk, manage pest or disease issues, restore the health and structural stability of trees within the community forest, or implement similar objectives. All pruning must be performed by ISA Certified Arborists.
- Public tree inventories
 - Public inventories often include street and park trees. Tree risk assessments may also be incorporated.

- Applicants must contact the Application Coordinator (see Section 1.6 – [Application Coordinator](#)) to discuss inventory projects before applying. (www.vibrantcitieslab.com/toolkit/street-tree-inventory/)
- Urban Tree Canopy (UTC) Assessment
 - Conduct tree canopy assessments using aerial or satellite imagery.
 - The state of Washington recently purchased high resolution land cover data from 2021 that is free and publicly available for download from the following link: https://imagery-public.watech.wa.gov/arcgis/rest/services/LandCover/Statewide_Ecopia_LandCover_2021_2022_1ft_1band_wsps_83h_rstr/ImageServer. Applicants considering an Urban Tree Canopy Assessment can save money by directing consultants and contractors to this free data source, rather than purchasing the data elsewhere (Note: this is only the raw land cover data. Applicants will likely need a consultant or contractor to help analyze the data on their behalf).
- Data Analysis
 - Analyze community forestry resource data, including [canopy assessments](https://www.nrs.fs.fed.us/urban/utc/) (<https://www.nrs.fs.fed.us/urban/utc/>) or resource inventories, to increase public understanding of the economic, social, environmental, and psychological values of trees and open space in urban and community environments.
 - Assess feedback from community surveys.
- Urban Forest Management and Maintenance Plans
 - Develop a work plan, maintenance plan, management plan, or strategic plan for trees and associated resources in the community, including open space and green infrastructure. (www.vibrantcitieslab.com/toolkit/plan-the-total-program/).
 - Develop a community tree specifications and standards manual. (<https://www.dupontwa.gov/DocumentCenter/View/1982/City-of-DuPont-Tree-Care-Guidelines-2017>).
 - Management plans may also include, but are not limited to:
 - Prioritized planting plans
 - Storm or wildfire response plans
 - Pest preparedness plans
 - Ordinance and policy development or revision

1.3 MINIMUM QUALIFICATIONS

Applicants must be one or more of the following to be eligible to apply:

- Governmental entity in Washington State
 - i. City, town, or county government
 - ii. Public educational institution
 - iii. Special taxing district (examples: hospital district, conservation district, public parks district)
- Tribal government (with part of its territory within the geographic boundaries of Washington State)
- 501(c)(3) non-profit organization (registered to do business in Washington State)

If an entity is not an eligible Applicant, they are encouraged to partner with an entity that is eligible to apply. In that instance, the Application would be in the name of the eligible entity.

To assist Applicants with project location eligibility, a DNR UCF Prioritization mapping tool (https://wa-dnr-fr-data-team.shinyapps.io/DNR_UCF_Prioritization_Tool/) has been created displaying status for both federal and state funding, as well as providing the Environmental Health Disparity Score.

Projects receiving federal funding through this grant must be fully within the geographic boundaries of areas identified as “disadvantaged” by the “Climate and Economic Justice Screening Tool” (<https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>). Disadvantaged areas show up as gray shaded areas on the map. Projects that include areas outside of disadvantaged areas are not eligible for federal funding for work outside of eligible areas.

Some projects may cover a geographic area that is only partially identified as “disadvantaged” by the “Climate and Economic Justice Screening Tool”. In these cases, projects may receive a combination of state and federal funding so long as project activities occurring outside of “disadvantaged” areas can be completed no later than June 1, 2025.

Projects receiving state funding may be anywhere within Washington State.

Applicants not meeting the minimum qualifications, or the required specifications and qualifications as outlined above, will be rejected and will not receive further consideration. Any rejected Application will not be evaluated or scored.

1.4 PERIOD OF PERFORMANCE

The period of performance of any grant agreement varies depending on the source of funding awarded for the project. Applications awarded state funding must be completed by June 1, 2025; applications awarded federal funding must be completed by June 1, 2027. Extensions to the period of performance will not be granted for state funded agreements. Extensions to the period of performance for federally funded agreements may be available. Contact the Application Coordinator for more information.

1.5 ADDITIONAL PRODUCTS AND/OR SERVICES

DNR reserves the right to order additional products and/or services within the scope of this Application. If additional products or services are required, they shall be documented in amendments to the applicable contract document(s). There is no guarantee to the Grantee additional products and/or services will be ordered.

1.6 REPORTING REQUIREMENTS

Grantees will be required to submit reports quarterly throughout the duration of their project. A Final Report will be required within 30 days of agreement expiration and prior to final payment. Grantees will receive report templates to be filled out with the following information:

- Summary of the project status
- Achievements or setbacks (if any) to date

- Progress by activity, task, and deliverable
- Line item report of expenditures from the grant funding

The Final Report, submitted at the conclusion of the project, will document the activities undertaken, barriers, and lessons learned, maps and other relevant graphics related to the deliverables and outcomes achieved. Grantees will include a 400 to 500-word article telling the story of the project, including references to DNR (and the USDA Forest Service if funded with federal dollars), local project partners, location, purpose, and outcomes, as well as two (2) high quality images. Specific due dates will be identified in resultant agreements.

1.7 APPLICATION COORDINATOR

The Application Coordinator is the sole point of contact in Agency for this procurement. All communication with Agency regarding this Application shall be with the Application Coordinator, as follows:

APPLICATION COORDINATOR	
NAME:	Ben Thompson Urban and Community Forestry Program Manager
E-MAIL ADDRESS:	ben.thompson@dnr.wa.gov
MAILING ADDRESS:	1111 Washington Street SE MS 47037
CITY, STATE, ZIP:	Olympia, WA 98504-7037
PHONE NUMBER:	(360) 485-8651

Applicants should rely only on written amendments to this RFA issued by the Application Coordinator. All other oral and written communications will be considered unofficial and non-binding on DNR. Applicants are encouraged to make any inquiry as early in the process as possible to allow DNR to consider and respond; however, no response is required from the Application Coordinator. If an Applicant does not notify DNR of an issue, exception, addition, or omission, DNR may consider the matter waived by the Applicant for protest purposes. If Applicant inquiries result in changes to the Application, written amendments will be issued and posted on Washington’s Electronic Business Solution System (WEBS).

1.8 SCHEDULE OF PROCUREMENT ACTIVITIES

SCHEDULE OF PROCUREMENT ACTIVITIES	
ISSUE APPLICATION DATE APPLICATION IS POSTED IN WEBS	October 2, 2023
GRANT WEBINAR DATE SCHEDULED FOR GRANT WEBINAR	October 19, 2023 10:00am to 11:00am
PRE-APPLICATION CONFERENCE DATE SCHEDULED FOR PRE-APPLICATION CONFERENCE	November 9, 2023 9:00am to 11:00 am
ANSWERS TO QUESTIONS FROM APPLICANTS AT PRE-APPLICATION CONFERENCE DUE BY DNR DATE THAT DNR WILL POST IN WEBS THE OFFICIAL ANSWERS TO QUESTIONS RECEIVED FROM APPLICANTS AT THE PRE-APPLICATION CONFERENCE	November 17, 2023
QUESTIONS FROM OUTSIDE PRE-APPLICATION CONFERENCE DUE FROM APPLICANTS DEADLINE FOR APPLICANTS TO ASK QUESTIONS OF THE APPLICATION COORDINATOR RELATED TO THIS APPLICATION	November 27, 2023
ANSWERS TO QUESTIONS FROM APPLICANTS OUTSIDE PRE-APPLICATION CONFERENCE DUE BY DNR DATE THAT DNR WILL POST IN WEBS THE OFFICIAL ANSWERS TO QUESTIONS RECEIVED FROM APPLICANTS OUTSIDE PRE-APPLICATION CONFERENCE	December 8, 2023
COMPLAINTS DUE DEADLINE FOR SUBMITTING UNRESOLVED ISSUES ABOUT THE PROCESS	December 29, 2023
APPLICATIONS DUE DEADLINE FOR DNR RECEIPT OF APPLICATIONS	January 8, 2024
EVALUATE APPLICATIONS PERIOD OF TIME WHEN APPLICATIONS WILL BE EVALUATED BY DNR	January 9, 2024 - February 16, 2024
CONDUCT ORAL PRESENTATIONS WITH FINALISTS DATE ORAL PRESENTATIONS WILL BE CONDUCTED – IF REQUIRED	Not Required
ANNOUNCE APPARENT SUCCESSFUL BIDDERS/APPLICANTS AWARD DATE	February 20, 2024
HOLD DEBRIEFINGS DATE DEBRIEFING CONFERENCES TO BE HELD – IF REQUESTED	February 26, 2024
NEGOTIATE CONTRACT/AWARD DATE RANGE DNR EXPECTS CONTRACT/AWARD NEGOTIATIONS TO BE CONDUCTED	February 27, 2024 - April 30, 2024
AGENCY RESERVES THE RIGHT TO REVISE THE ABOVE SCHEDULE.	

If the Application results in only one (1) Bidder/Applicant, and that Bidder/Applicant is found responsive and responsible, Agency reserves the right to accelerate the procurement schedule above.

2. GENERAL INFORMATION

2.1 CONTRACTING RESTRICTIONS

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter [42.52](#) of the Revised Code of Washington. Applicants should familiarize themselves with the requirements prior to submitting a bid, quotation, and/or proposal that includes current or former state employees.

2.2 DEFINITIONS

Definitions for the purposes of this Application include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW [28B.10.016](#), and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

APPLICANT – an entity who submits an application in response to a competitive grant issued for goods and/or services by Agency.

APPLICATION – a formal offer, submitted by an entity, in response to a Request for Application.

APPARENT SUCCESSFUL BIDDER/APPLICANT – Bidder/Applicant whose bid, quotation, and/or proposal application provides the best value in meeting Agency needs and is selected to contract with DNR for the proposed solution, subject to completion of contract negotiations and execution of contract.

AWARD DATE – the announcement date of the Apparent Successful Bidder/Applicant.

BID, QUOTATION, AND/OR PROPOSAL – a formal offer, submitted by an entity, in response to an Application issued for goods and/or services by the Agency.

BIDDER/APPLICANT – an entity who submits a bid, quotation, and/or proposal in response to an Application issued for goods and/or services by the Agency.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

COMPETITIVE GRANT – a documented formal process providing an equal and open opportunity to Applicants and culminating in a selection based on predetermined criteria.

CONTRACT – an agreement between DNR and Contractor that includes terms and conditions, the Application, the bid, quotation, and/or proposal, all appendices, and exhibits, associated Scope of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to an Application.

CONTRACTOR – an entity whose bid, quotation, and/or proposal has been accepted and is awarded a contract with the Agency, and who is solely responsible to provide a good or perform a service.

DELIVERABLE – a tangible outcome that is produced by a Contractor/Grantee. This could be completed documents, plans, services, policies, actions, articles, etc. Project deliverables are considered to be only those items the Contractor/Grantee is requesting funds for.

DNR – Washington State Department of Natural Resources, an Agency of the state of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

ENVIRONMENTAL HEALTH– refers to the process by which environmental conditions affect human health.

ENVIRONMENTAL JUSTICE– is defined differently by different groups. While some define it as the equitable distribution of environmental risks and benefits, others like the EPA consider environmental justice to be the fair treatment of all people with respect to developing, implementing, and enforcing environmental laws, regulations, and policies.

GOODS – products, materials, supplies, or equipment provided by a Contractor/Grantee.

GRANT AGREEMENT – an agreement between DNR and Grantee that includes terms and conditions, all appendices, and exhibits, associated Scope of Work, and all amendments awarded pursuant to a competitive grant.

GRANTEE – Applicant whose application provides the best value in meeting Agency needs and is selected to for an award with DNR for the proposed solution, subject to completion and execution of a grant agreement.

OUTCOME – the aspirational result(s) of project activities and deliverables. Outcomes record the changes that occur as a result of a project.

PURCHASE – the acquisition of goods or services, including the leasing or renting of goods.

SERVICES – labor, work, analysis, or similar activities provided by a Contractor/Grantee to accomplish a specific scope of work.

SUBCONTRACTOR – one not in the employment of the Contractor/Grantee/Subrecipient who is performing all or part of the business activities related to this Application under a separate contract with the Contractor/Grantee/Subrecipient. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any application tier.

VENDOR – individual, firm, organization, company or other entity offering products and/or services.

WASHINGTON STATE CERTIFIED MINORITY-OWNED BUSINESS – limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a minority-owned business (MBE). See, [RCW 39.19.120](#) and WAC 326-20.

WASHINGTON STATE CERTIFIED SMALL BUSINESS – An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that certify location, size and WEBS certification. See [RCW 39.26.010](#)

WASHINGTON STATE CERTIFIED VETERAN-OWNED BUSINESS – Limited to firms certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business. See, [RCW 43.60A.010\(7\)](#) & [RCW 43.60A.190](#)

WASHINGTON STATE CERTIFIED WOMAN-OWNED BUSINESS – Limited to firms certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) as a woman-owned business (WBE). See, [RCW 39.19.120](#) and WAC 326-20

WEBS – Washington’s Electronic Business Solution System.

WORKING DAYS – Midnight to midnight, Monday through Friday, excluding Saturday, Sunday, and state legal holidays.

2.3 PRE-APPLICATION CONFERENCE

A Pre-Application Conference is scheduled to be held on Thursday, November 9, 2023 from 1:00pm to 3:00pm, local time, Olympia, Washington, USA. The Pre-Application Conference will be hosted virtually via Zoom, as setout below. All prospective Bidders/Applicants should attend; however, attendance is not mandatory.

<https://dnr-wa-gov.zoom.us/j/81254282295?pwd=qrJXj5jqCv9XRNAUy0y2bQ4rxBR7Cq.1>

Agency will be bound only to Agency’s written answers to questions. Questions arising at the Pre-Application Conference or in subsequent communication with the Application Coordinator will be documented and answered in written form. A copy of the questions and answers will be provided to

all Applicants via posting to WEBS on the date indicated in Section 1.8 Schedule of Procurement Activities.

2.4 ORIENTATION FOR FUNDED GRANTEES

Upon notification of award, Grantees will be invited to attend at least one meeting with the Agency Project Manager to review expectations on grant administration and implementation. This is also an opportunity for Grantees to ask questions and receive clarification where needed.

2.5 REQUIRED OUTREACH AND PRINTED MATERIALS

All promotional and outreach products generated by the Applicant for purposes of this grant must be reviewed by DNR prior to publishing, including all uses of the US Department of Agriculture (USDA) Forest Service (USFS) logo which require federal approval prior to publishing.

Promotional and outreach products include, but are not limited to, printed materials, videos, signage, websites, social media promotions, and media releases.

Grantees will be required to post a media release to inform the community of any awarded grant project (template provided upon request) and acknowledging the funding source. USFS support must be acknowledged in any publications, audiovisuals, and electronic media developed as a result of an award from that funding source.

FUNDING ACKNOWLEDGEMENTS

All projects must include an acknowledgement of funding sources, which shall be recognized as follows:

“Funds for this project were provided by the State of Washington Department of Natural Resources Urban and Community Forestry Program.”

OR

“Funds for this project were provided by the Inflation Reduction Act and USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program.”

All materials must be reviewed by DNR prior to publishing; follow direction in USDA Supplemental 2 [CFR 415.2](#). The federal nondiscrimination statement must be included in materials and products developed. See EXHIBIT E – Sample Subaward Agreement and Federal Financial Assistance Award of Domestic Grant Terms and Conditions.

LOGO USE

In some circumstances, DNR or USFS logo may be considered the most appropriate form of accreditation and may be used in lieu of the funding acknowledgement. Such instances will be

evaluated on a case-by-case basis by DNR staff. DNR and USFS reserve the right to require the use of logos either in conjunction with, or in lieu of the funding acknowledgement.

2.6 NOTIFICATION TO BIDDERS/APPLICANTS

Agency will notify the Apparent Successful Bidder/Applicant of their selection in writing upon completion of the review process. Individuals or firms whose bids, quotations, and/or proposals were not selected for further negotiation or award will be notified separately in writing. To complete the process, the Apparent Successful Bidder/Applicant will be identified in WEBS.

2.7 COMPLAINT, DEBRIEF, AND PROTEST PROCEDURES

COMPLAINT PROCESS – PRIOR TO APPLICATION DUE DATE:

The purpose of a complaint process is to settle unresolved issues or concerns that either were not or could not be resolved during the question and answer period.

Any Bidder/Applicant may submit a complaint regarding this Application based upon the following:

- The Application unnecessarily restricts competition;
- The evaluation/scoring process is unfair or flawed; or
- The requirements are inadequate or insufficient so that a bid, quotation, and/or proposal is difficult to prepare.

If no complaint is filed, a Bidder/Applicant cannot later file a protest based on one of the above complaint criteria.

Any complaint to the Application must be in writing and submitted to the Application Coordinator no less than five (5) business days prior to the date when the bid, quotation, and/or proposal is due, and shall clearly articulate the basis for the complaint and include a proposed remedy.

Responses to complaints will be articulated in writing via email, including any resulting changes to the Application, and will be posted on WEBS, and Agency head will be notified.

Agency's decision is final; no further administrative appeal is available.

DEBRIEFING OF UNUCCESSFUL BIDDERS/APPLICANTS:

Any Bidder/Applicant who has submitted a bid, quotation, and/or proposal and been notified that they were not selected for contract/award may request a debriefing. The request for a debriefing conference must be received by the Application Coordinator within three (3) business days after the Unsuccessful Bidder/Applicant notification is emailed to the Bidder/Applicant. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the Bidder/Applicant's bid, quotation, and/or proposal;

- Critique of the bid, quotation, and/or proposal based on the evaluation; or
- Review of Bidder/Applicant's final score in comparison with other final scores without identifying the other firms.

Comparisons between bids, quotations, and/or proposals or evaluations of the other bids, quotations, and/or proposals will not be allowed. Debriefing conferences may be conducted in person or via telephone and will be scheduled for a maximum of one (1) hour.

PROTEST PROCEDURE:

This procedure is available to Bidders/Applicants who submitted a response to this Request for Application and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder/Applicant is allowed five (5) business days to file a protest with the Application Coordinator. Protests must be submitted in writing via email and signed by the protesting party or an authorized Agent.

The protest must state the grounds for the protest with specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Bidders/Applicants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Bidders/Applicants under this procurement.

Only protests stipulating an issue related to one of the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the Application document, or applicable state or federal laws or regulations.

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

Upon receipt of a protest, a protest review will be held by Agency. All pertinent facts will be considered and a decision will be issued by the Commissioner of Public Lands or his/her delegate within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Bidder/Applicant who submitted a bid, quotation, and/or proposal, such Bidder/Applicant will be given an opportunity to submit its views and any relevant information on the protest to the Application Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the Agency’s decision; or
- Find only technical or harmless error in Agency’s conduct and determine Agency to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the Agency options which may include:
 - Correct the errors and re-evaluate all bids, quotations and/or proposals; and/or
 - Reissue the Application document; and/or
 - Make other findings and determine other courses of action as appropriate.

If Agency determines that the protest is without merit, the procurement process will continue as set out herein.

Agency’s protest decision is final. If a protesting Bidder/Applicant does not accept Agency’s protest response, the Bidder/Applicant may attempt to seek relief from Thurston County Superior Court.

2.8 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Bids, quotations, and/or proposals submitted in response to this Application shall become the property of Agency. All bids, quotations, and/or proposals received shall remain confidential until the contract/award, if any, resulting from this Application is signed by Agency and the Apparent Successful Bidder/Applicant; thereafter, the bids, quotations, and/or proposals shall be deemed public records as defined in [Chapter 42.56](#) of the Revised Code of Washington (RCW).

Any information in the bid, quotation, and/or proposal that the Bidder/Applicant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Bidder/Applicant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words “Proprietary Information” printed on the lower right-hand corner of the page. Marking the entire bid, quotation, and/or proposal exempt from disclosure or as “Proprietary Information” will not be honored.

If a public records request is made for the information that the Bidder/Applicant has marked as “Proprietary Information,” Agency will notify the Bidder/Applicant of the request and of the date that the records will be released to the requester unless the Bidder/Applicant obtains a court order enjoining that disclosure. If the Bidder/Applicant fails to obtain the court order enjoining disclosure, Agency will release the requested information on the date specified. If a Bidder/Applicant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, Agency shall maintain the confidentiality of the Bidder/Applicant information per the court order.

Pursuant to [RCW 42.56.120](#), DNR uses the default fee schedule. However, records may be viewed in person for no fee. All requests for copies of identifiable records should be directed to the public disclosure office: publicdisclosure@dnr.wa.gov. Requests for information about this Application should be directed to the Application Coordinator.

2.9 REVISIONS TO THE APPLICATION

Agency reserves the right to cancel or reissue all or part of this Application at any time as allowed by law without obligations or liability.

In the event that it becomes necessary to revise any part of this Application, an amendment will be posted in WEBS, Questions & Answers and any other pertinent information shall be provided as an amendment to the Application and will be posted in WEBS.

2.10 SMALL AND DIVERSE BUSINESS PARTICIPATION

DNR strongly encourages the participation of minority and women-owned businesses, Veteran owned businesses and small businesses, as prime Contractors or Subcontractors.

If you are a small business that needs assistance responding to this Application, help is available. Please visit OMWBE Small Business Assistance at <https://omwbe.wa.gov/small-business-assistance> to see the services offered. The Washington Procurement Technical Assistance Center ([PTAC](#)) is also available with no cost, confidential technical assistance for small businesses doing business with state government.

Minority and Women-Owned Businesses

In accordance with the legislative findings and policies set forth in [Chapter 39.19 RCW](#), the State encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this Application or on a Subcontractor basis. Bidders Applicants may go to <https://omwbe.wa.gov/directory-certified-businesses> to obtain information on certified firms.

No preference will be included in the evaluation of bids for the participation of minority and women-owned businesses. See section 4.7 Preference – Small & Veteran Businesses for information on preference points for small and veteran owned businesses.

2.11 AMERICANS WITH DISABILITIES ACTS

Agency complies with the Americans with Disabilities Act (ADA). Applicants may contact the Application Coordinator listed above for additional assistance.

2.12 ACCEPTANCE PERIOD

Bids, quotations, and/or proposals must provide seventy-five (75) calendar days for acceptance by Agency from the due date for receipt of bids, quotations, and/or proposals.

2.13 MOST FAVORABLE TERMS

Agency reserves the right to make an award without further discussion of the bid, quotation, and/or proposal submitted. Therefore, the bid, quotation, and/or proposal should be submitted initially on the most favorable terms that the Bidder/Applicant can propose. There will be no best and final offer procedure. Agency does reserve the right to contact a Bidder/Applicant for clarification of its bid, quotation, and/or proposal.

Apparent Successful Bidder/Applicant should be prepared to accept this Application for incorporation into a contract resulting from this Application.

2.14 CONTRACT AND GENERAL TERMS & CONDITIONS

The awarded Apparent Successful Bidder/Applicant is entering into a Washington State Department of Natural Resources generic Grant Agreement including, but not limited to, the terms and conditions outlined within the Application, bid, quotation, and/or proposal, all appendices, all exhibits, associated Scopes of Work, Purchase Orders, and all amendments awarded.

Grantees have access herein to a Sample Grant Agreement and WA State Department of Natural Resources General Terms and Conditions (EXHIBIT D). Grantees also have access to a Sample Subaward Agreement and Federal Financial Assistance Award of Domestic Grant Terms and Conditions (EXHIBIT E).

All exceptions to the contract terms and conditions must be submitted as an attachment to EXHIBIT A – Certification and Assurances Form.

Agency will review requested exceptions and accept or reject the same at its sole discretion.

2.15 COST TO PROPOSE

Agency will not be liable for any costs incurred by the Bidder/Applicant in preparation of a bid, quotation, and/or proposal submitted in response to this Application, in conduct of a presentation, or any other activities related to responding to this Application.

2.16 NO OBLIGATION TO CONTRACT

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

2.17 REJECTION OF BIDS, QUOTATION, and/or PROPOSALS

Agency reserves the right at its sole discretion to reject all bids, quotations, and/or proposals received without penalty and not to issue a contract as a result of this Application.

2.18 COMMITMENT OF FUNDS

The Commissioner of Public Lands (or his/her delegate) is the only individual who may legally commit Agency to the expenditures of funds for a contract resulting from this Application. No cost chargeable to the proposed contract may be incurred before notice and acceptance of award.

2.19 DOING BUSINESS WITH STATE

Agency requires all awarded Bidders/Applicants to be registered with the Washington Office of Financial Management (OFM). Additional information can be found on The Department of Enterprise Services Website. <https://des.wa.gov/sell/how-work-state>

2.20 INSURANCE COVERAGE

Before using any of said rights granted herein and at its own expense, Grantee shall purchase and maintain, or require its Agent(s)/Subcontractor(s) to purchase and maintain, the insurance described within EXHIBIT D – Sample Grant Agreement and WA State Department of Natural Resources General Terms and Conditions or EXHIBIT E – Sample Subaward Agreement and Federal Financial Assistance Award of Domestic Grant Terms and Conditions for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR’s option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the state of Washington, Department of Natural Resources.

Upon notification of being chosen as the Apparent Successful Bidder/Applicant, Grantee shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified before using any of said rights granted herein. The description section of the certificate shall contain the contract number and the name of the DNR Project Manager. Grantee shall also provide renewal certificates as appropriate during the term of this Agreement.

Grantee shall include all Subcontractors and Agents as insured under all required insurance policies or shall provide separate certificates of insurance for each Subcontractor or Agent. Failure of Grantee to have its Subcontractors and Agents comply with the insurance requirements contained herein does not limit Grantee’s liability or responsibility.

3. CONTENTS AND SUBMITTAL INSTRUCTIONS

Bidders/Applicants are required to read and understand all information contained within this entire bid package including all exhibits. By responding to the Application, Bidder/Applicant agrees to read and understand all documents.

3.1 ELECTRONIC SUBMISSION OF APPLICATION

The Application Coordinator must receive the application by the due date indicated within Section 1.8 – Schedule of Procurement Activities of this competitive grant, or any amendments.

Applications must be submitted electronically through the Washington Community Forestry Assistance Grant Submission Form (<https://app.smartsheet.com/b/form/7805c5143aad4879b0a8ea7f1ce40ac9>). Applications will be timestamped upon submission. Email applications will only be accepted should the submission system fail or otherwise be unavailable. For further contact information refer to Section 1.7 – Application Coordinator.

The submitted bid, quotation, and/or proposal shall follow the below naming convention:
24-16_RFA_Applicant Name_Application

Applicants may include up to 10 total attachments, including supporting documentation such as letters of support, maps, and photos. Additional attachments should be appropriately named to indicate the Applicant and the content. Attachments shall be in a PDF format. Maximum file size is 30MB per file with a total combined limit of 250MB. Zipped files cannot be received by the Agency and cannot be used for submission of Application.

All forms and documents submitted must have a signature of the individual within the organization authorized to bind the Applicant to the offer. Agency does not assume responsibility for problems with Applicant's email, computer, internet, or related services. If Agency's submission system is not working, appropriate allowances will be made.

Applicants should allow sufficient time to ensure timely receipt of the application by the Application Coordinator. Late applications will not be accepted and will be automatically disqualified from further consideration unless the Agency's systems are found to be at fault. All applications and any accompanying documentation become the property of Agency and will not be returned.

3.2 BIDDER/APPLICANT CHECKLIST

Bidders/Applicants shall submit the following applicable documents to the Application Coordinator by the due date indicated within the Section 1.8 Schedule of Procurement Activities of this RFA, or any amendments to the schedule. Failure to comply may result in rejection of the bid, quotation, and/or proposal as non-responsive. Agency reserves the right at its sole discretion to waive minor administrative irregularities.

BIDDER/APPLICANT CHECKLIST	
EXHIBIT A – CERTIFICATIONS AND ASSURANCES FORM AUTHORIZED SIGNATURE INCLUDED.	<input type="checkbox"/>
EXHIBIT A – ITEM 8 – EXCEPTIONS TO TERMS AND CONDITIONS (if applicable) AUTHORIZED SIGNATURE INCLUDED.	<input type="checkbox"/>
EXHIBIT B – MANAGEMENT PROPOSAL FORM	<input type="checkbox"/>
EXHIBIT C – DIVERSE BUSINESS INCLUSION PLAN - SUBCONTRACTORS (IF APPLICABLE)	<input type="checkbox"/>
EXHIBIT F – PROJECT PROPOSAL FORM	<input type="checkbox"/>
STAFF MEMBER RESUMES	N/A

3.3 MANAGEMENT PROPOSAL (SCORED)

Applicants must use EXHIBIT B – Management Proposal Form. Applications not using the Management Proposal Form will be rejected and will not receive further consideration. Any rejected Application will not be evaluated or scored. The Management Proposal Form must be signed by an authorized representative of the applicant.

3.4 PROJECT PROPOSAL (SCORED)

Applicants must use EXHIBIT F – Project Proposal Form to apply. Applications not using the Project Proposal Form will be rejected and will not receive further consideration. Any rejected application will not be evaluated or scored. The Project Proposal Form must be signed by an authorized representative of the applicant.

The Project Proposal must contain the following elements:

A. Proposal Summary – An overview of the Applicant’s proposed project. The proposal summary must include the following information:

- a. Name, location, and GIS coordinates of the project.
- b. Highly Impacted Community or Disadvantaged Status
 - i. Score or rank of the project location according to the 1-10 scale on the map layer called [“Environmental Health Disparities V 2.0”](https://fortress.wa.gov/doh/wtn/WTNIBL/) (<https://fortress.wa.gov/doh/wtn/WTNIBL/>).
 - 1. If the project spans more than one census tract or applies to the entire community (e.g. urban tree canopy analysis, management plan, ordinance development), the highest score among all census tracts within the community that will be impacted by the project should be listed.
 - ii. Status of the project location according to the “Climate and Environmental Justice Screening Tool” (<https://screeningtool.geoplatform.gov/en/#6.29/46.747/-121.008>).
 - iii. Tree Equity Score according to American Forest’s Tree Equity Score Analyzer (www.treeequityscore.org/map/).

- c. Applicant's name, address, telephone number, UBI number, and Federal tax identification number.
- d. Contact information for the primary project liaison, including name and email address.
- e. Summary of the project and objectives.

B. Proposal Narrative – The narrative must clearly tie together project description, deliverables, other outcomes, and project context. Details to be addressed in each component are outlined below.

- a. **Project Description** – Applicants must describe the purpose of the project and include the following information:
 - i. Clearly defined purpose and goals of the project.
 - ii. Appropriate and reasonable scope of project activities.
 - iii. Timeline with appropriate time frames for the completion of the project.
 - iv. Roles and responsibilities of partners and projects participants.
 - v. How the project addresses an urban and community forestry issues.
 - vi. If and/or how the project supports equity, environmental justice, or addresses environmental health disparities (i.e., existing canopy cover, vulnerability to climate change, environmental health hazards)
- b. **Activities** – Applicants must provide a clear and comprehensive list of activities with associated tasks and deliverables. Activities are the work for which the applicant is requesting funding. Tasks are the major steps required to complete the activity. Deliverables are the results of the tasks or activities and are provided to DNR as evidence of completion. Deliverables include, but are not limited to:
 - i. Any products that are created for/or by the project (and associated consultant fees, if applicable), such as reports, plans, maps, data, sign-in sheets, posters, mailers, design proofs, presentations, websites, educational materials, etc.
 - ii. Proof of number of trees purchased and properly planted.
 - iii. Proof of purchase for supplies or equipment.
 - iv. Documentation of stipends for project participants.
 - v. Any documentation used to promote the project or demonstrate successful completion of project elements, such as photographs, videos, written articles, news releases, social media posts, etc.
- c. **Other Outcomes/Project Context** – Describe other project outcomes or components unique to the project that may add value or context. Examples could be, but are not limited to:
 - i. Innovative methods such as new technology or techniques.
 - ii. Partnerships or cooperative ventures important to the success of the project.
 - iii. Addressing environmental justice and health disparity issues.
 - iv. History of involvement with community.
 - v. Description of how residents are part of the project's decision-making process.
 - vi. Community involvement in stewardship or advocacy activities.

3.5 FUNDING

The total funding available is estimated at up to \$7,000,000. Applicant requests must be between \$10,000 and \$350,000. Applications under \$10,000 or over \$350,000 will result in rejection of the Application as ineligible. DNR reserves the right to partially or fully fund Applications.

Unless otherwise determined, purchase of goods or services resulting from this competitive grant may be funded by state dollars or by federal grant dollars.

Apparent Successful Bidders/Applicants receiving federal funds will be considered Subrecipients. Subrecipients are subject to the OMB guidance in subparts A through F of [2 CFR Part 200](#), as adopted and supplemented by the USDA in [2 CFR Part 400](#).

Funds will be disbursed through reimbursement based upon the completion of an activity and affiliated tasks and deliverables outlined in the Scope of Work. **Reimbursement is not allowed for partial completion of activities or tasks or for any work occurring before execution of the grant agreement by both parties.**

Any contract awarded as a result of this Application is contingent upon the availability of funding.

3.6 COST (SCORED)

Applicant is required to submit a detailed budget breaking out staff costs, subcontractor costs, and any other expenses necessary to accomplish the proposed deliverables under the grant agreement.

Applicants must separate itemized costs for each deliverable identified in the project, for example: a management plan, inventory, and outreach. Applicants may submit a budget of their own formatting in lieu of the budget template provided, so long as that budget contains the same information requested by the budget template.

Project costs must be submitted as shown in EXHIBIT F – Project Proposal Form. Details that need to be addressed are:

- Identification and description of any outside funding sources.
- Any additional funding the project requires. Matching funding is not required but applicants must fully explain how their proposed activities will be funded.
- All project costs, such as staff and supplies, required to complete and maintain the project.
 - o Clearly state the purpose for each identified cost.
 - o Describe each item, the cost basis, and the total expenditure. For example:
Contractual: Project Consultant, 28 hours @ \$100/hour TOTAL = \$2,800

ELIGIBLE COSTS

Eligible uses of grant funds are defined as necessary and reasonable costs to accomplish the deliverables of the project during the grant period as proposed on the budget worksheet in EXHIBIT F – Project Proposal Form. Examples of eligible costs include, but are not limited to:

- Hiring a professional consultant or contractor for the project such as a facilitator, instructor,

certified arborist, landscape architect, landscape designer, planner, web designer, graphic designer, or translator, etc.

- Hiring contractors for maintenance activities including tree removal, pruning, planting, etc.
- Seasonal employees, special staff, or intern hired expressly to carry out the project.
- Costs for 501(c)(3) non-profit staff.
- Stipends to support community participation necessary for the project as detailed in project proposal.
- Trees, either seedlings or landscape sized trees, and related supplies.
- Shrubs and groundcovers; not to exceed 10% of total project value.
- Equipment rental fees and hand tools such as hand pruners, hand saws, shovels, and rakes; not to exceed 10% of total project value.
- Costs for course, class, conference, or training event registrations directly related to the project for staff, tree board members, or others directly involved in the implementation of the grant project.
- Design, production, printing, and other costs to develop multi-media materials or interpretive signs.
- Facility rental for meetings directly associated with project activities.
- Project-specific computer software.

INELIGIBLE COSTS

The following costs may not be paid by grant funds but can be identified and described to demonstrate project support as outlined in Section 3.4 – Project Proposal.

- Construction or fabrication activities.
- Capital outlays including purchase of land.
- Large equipment (per item cost greater than \$5,000 and useful life of more than 1 year), power tools, and computer hardware.
- Food and beverages.

MATCHING FUNDS

There is a 100% match waiver. Matching funds are not required for this grant and will not impact competitiveness. Applicants may provide information about matching funds to better explain the broader financial support for a project which is provided by other revenue sources in order to complete the project.

IDENTIFICATION OF COSTS

All costs shall be in U.S. dollars including expenses to be charged to accomplish the tasks and to produce the deliverables under this contract. Bidders/Applicants are required to collect and pay Washington State sales and use taxes, as applicable.

Costs for Subcontractors are to be broken out separately.

4. EVALUATION AND AWARD

The evaluation process is designed to award this procurement not necessarily to the Bidder/Applicant of least cost, but rather to the Bidder/Applicant whose bid, quotation, and/or proposal best meets the requirements of this Application. However, Bidders/Applicants are encouraged to submit bids, quotations, and/or proposals that are consistent with state government efforts to conserve state resources.

Agency will award the contract to the responsive and responsible Bidder/Applicant that meets the specifications as determined by Agency.

Agency may reject the bid, quotation, and/or proposal of any firm who has failed to perform satisfactorily on a previous contract with the state.

Responsive bids, quotations, and/or proposals will be evaluated strictly in accordance with the requirements stated in this Application and any amendments issued. The evaluation of bids, quotations, and/or proposals shall be accomplished by an evaluation team, to be designated by Agency, which will determine the ranking of the bids, quotations, and/or proposals.

Agency reserves the right to select and enter into contract(s) with the Bidder/Applicant whose bid, quotation, and/or proposal is deemed to be in the best interest of Agency and the state of Washington.

4.1 RESPONSIVENESS (PASS/FAIL)

All bids, quotations, and/or proposals will be reviewed by the Application Coordinator to determine compliance with administrative requirements and instructions specified in this Application. The Bidder/Applicant is specifically notified that failure to comply with any part of the Application may result in rejection of the bid, quotation, and/or proposal as non-responsive.

Agency reserves the right at its sole discretion to waive minor administrative irregularities.

4.2 RESPONSIBLE BIDDER CRITERIA

All requested information as outlined within must be submitted in order for DNR to determine responsive and responsible Bidders.

In determining whether the Bidder/Applicant is a responsible Bidder, the Agency must consider the following elements [\(RCW 39.26.160\(2\)\)](#):

- a. The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
- b. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c. Whether the Bidder can perform the contract within the time specified;

- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the Bidder with laws relating to the contract or services;
- f. Whether, within the three-year period immediately preceding the date of the bid Application, the Bidder has been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), [49.48](#), or [49.52](#) RCW; and
- g. Such other information as may be secured having a bearing on the decision to award the contract.

In determining the lowest responsive and responsible Bidder, an Agency may consider best value criteria, including but not limited to ([RCW 39.26.160\(3\)](#)):

- a. Whether the bid, quotation, and/or proposal satisfies the needs of the state as specified in the Application documents;
- b. Whether the bid, quotation, and/or proposal encourages diverse Contractor participation;
- c. Whether the bid, quotation, and/or proposal provides competitive pricing, economies, and efficiencies;
- d. Whether the bid, quotation, and/or proposal considers human health and environmental impacts;
- e. Whether the bid, quotation, and/or proposal appropriately weighs cost and no cost considerations; and
- f. Life-cycle cost.

Agency's determination that a Bidder is not qualified may result in rejection of the submitted bid, quotation, and/or proposal.

4.3 CERTIFICATION AND ASSURANCES FORM (PASS/FAIL)

All Bidders/Applicants must submit EXHIBIT A – Certifications and Assurances Form, signed by an individual authorized to bind the Bidder/Applicant contractually. DNR will evaluate the information and may, at its sole discretion, reject the Bidder/Applicant's Application if the information indicates that completion of a project resulting from this RFA may be jeopardized by selection of the Bidder/Applicant.

4.4 WAGE LAW COMPLIANCE (PASS/FAIL)

Prior to awarding a contract, agencies are required to determine that a Bidder is a 'Responsible Bidder.' See [RCW 39.26.160\(2\)\(f\) and \(4\)](#). Pursuant to legislative enactment in 2017, the Responsible Bidder Criteria include a Contractor Certification that the Contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting [SSB5301](#)). All Bidders must submit EXHIBIT A – Certification and Assurances Form, signed by an individual authorized to bind the Bidder contractually.

4.5 DEBARMENT (PASS/FAIL)

Bidder/Applicant and/or its principals shall not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

**4.6 PREFERENCE – EXECUTIVE ORDER 18-03 WORKER’S RIGHTS (SCORED)
FIRMS WITHOUT MANDATORY INDIVIDUAL ARBITRATION FOR EMPLOYEES**

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers’ Rights to Effectively Address Workplace Violations (dated June 12, 2018),

- A. **A preference of 5 percent** will be given to any Bidder who certifies, pursuant to the certification attached as EXHIBIT A – Certification and Assurances Form that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

4.7 PREFERENCE – SMALL & VETERAN BUSINESSES (DOES NOT APPLY)

Department of Natural Resources, in accordance with Washington law, encourages small and diverse businesses to compete for and participate in state procurements as contractors and as subcontractors to awarded bidders. See, e.g., [RCW 43.60A.200](#) (WDVA Certified Veteran-Owned Businesses); and [RCW 39.26.005](#) (Washington Small Businesses).

Washington State Certified Veteran-Owned Businesses

In accordance with [Chapter 43.60A.200](#) RCW, the State encourages participation in all of its contracts by firms certified by the Washington State Department of Veterans’ Affairs (DVA). For questions regarding the above go to <http://www.dva.wa.gov/>.

4.8 PREFERENCES – ENVIRONMENTAL CONSIDERATIONS (DOES NOT APPLY)

- ELECTRONIC PRODUCTS
- NON-HYDROFLUOROCARBONS (HFCs)
- NON-MERCURY ADDED PRODUCTS
- POLYCHLORINATED BIPHENYLS (PCBs)
- RECYCLED CONTENT

4.9 ORAL PRESENTATIONS MAY BE REQUIRED (SCORED)

Agency, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. Should oral presentations become necessary, Agency will contact the top-scoring firm(s) from the written evaluation to schedule a time and location to hold the oral presentation on the date as outlined on the Schedule of Activities and any amendments. Commitments made by the Bidders at the oral presentation, if any, will be considered binding.

- The oral presentations are NOT required under this Application.

4.10 EVALUATION WEIGHTING AND SCORING

CRITERIA	MAXIMUM POINTS
RESPONSIVENESS	
SECTION 1.3 – MINIMUM QUALIFICATIONS	PASS/FAIL
SECTION 4.1 – RESPONSIVENESS	PASS/FAIL
SECTION 4.3 – CERTIFICATIONS AND ASSURANCES FORM (EXHIBIT A)	PASS/FAIL
SECTION 4.4 – WAGE COMPLIANCE LAW (EXHIBIT A)	PASS/FAIL
SECTION 4.5 – DEBARMENT	PASS/FAIL
MANAGEMENT PROPOSAL	
EXHIBIT B MANAGEMENT PROPOSAL FORM, SECTION A1 – TEAM STRUCTURE AND INTERNAL CONTROLS	5
EXHIBIT B MANAGEMENT PROPOSAL FORM, SECTION A2 – STAFF QUALIFICATIONS AND EXPERIENCE	5
EXHIBIT B MANAGEMENT PROPOSAL FORM, SECTION B – KNOWLEDGE, SKILLS, AND ABILITIES - REQUIRED	PASS/FAIL
EXHIBIT B MANAGEMENT PROPOSAL FORM, SECTION B3 – EXPERIENCE OF THE BIDDER	5
EXHIBIT B MANAGEMENT PROPOSAL FORM, SECTION C1 – TERMINATION FOR DEFAULT	PASS/FAIL
EXHIBIT B MANAGEMENT PROPOSAL FORM, SECTION C2 – CURRENT/FORMER STATE EMPLOYEE	PASS/FAIL
EXHIBIT B MANAGEMENT PROPOSAL FORM, SECTION D – REFERENCES	5
EXHIBIT F PROJECT PROPOSAL	75
COST PROPOSAL	
SECTION 3.6 – TOTAL COST	5
SUB-TOTAL	100
PREFERENCES	
SECTION 4.6 – EXECUTIVE ORDER 18-03 WORKER’S RIGHTS (EXHIBIT A)	5
SECTION 4.7 – WASHINGTON STATE CERTIFIED VETERAN-OWNED BUSINESS (EXHIBIT A)	N/A
SECTION 4.7 – WASHINGTON STATE CERTIFIED SMALL BUSINESS (EXHIBIT A)	N/A
SECTION 4.8 – ENVIRONMENTAL PREFERENCES DO NOT APPLY TO THIS APPLICATION AND WILL NOT BE CONSIDERED IN THE SCORING	N/A
TOTAL POSSIBLE w/PREFERENCES	105
ORAL PRESENTATIONS – if applicable	
SECTION 4.9 – ORAL PRESENTATIONS DO NOT APPLY TO THIS APPLICATION AND WILL NOT BE CONSIDERED IN THE SCORING	N/A
TOTAL POSSIBLE POINTS w/PREFERENCES AND ORAL PRESENTATIONS	105

5. APPLICATION EXHIBITS

EXHIBIT A – Certifications and Assurances Form

EXHIBIT B – Management Proposal Form

EXHIBIT C – Diverse Business Inclusion Plan – Subcontractors

EXHIBIT D – Sample Grant Agreement and WA State Department of Natural Resources General Terms and Conditions

EXHIBIT E – Sample Subaward Agreement and Federal Financial Assistance Award of Domestic Grant Terms and Conditions

EXHIBIT F – Project Proposal Form

EXHIBIT A – CERTIFICATION AND ASSURANCES FORM

BIDDER/APPLICANT INFORMATION

Business Name:				
Name of Authorized Representative:				
Address:				
City:		State:		Zip:
Cell Phone:				
Office Phone:				
E-mail:				
TIN (Tax Identification Number): Internal Revenue Service				
WA UBI (Unified Business Identifier): WA Department of Licensing				

ALL IN-STATE BIDDERS/APPLICANTS MUST BE LICENSED TO DO BUSINESS IN WASHINGTON STATE. OUT-OF-STATE BIDDERS/APPLICANTS SHOULD SEEK GUIDANCE FROM [WA DEPARTMENT OF LICENSING](#) FOR SPECIFIC UBI REQUIREMENTS.

EXECUTIVE STAFF

List information for each principal officer (President, Vice-President, Treasurer, Chairperson of the Board of Directors, etc.).			
NAME	TITLE	ADDRESS	PHONE NUMBER

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

1. **UNDERSTANDING.** Bidder certifies that Bidder has read, thoroughly examined, and fully understands all of the provisions in the Competitive Application (including all exhibits) and the terms and conditions of the Contract and any amendments or clarifications to the Competitive Application and agrees to abide by the same.
2. **ACCURACY.** Bidder declares that all answers and statements made in the bid, quotation, and/or proposal are true and correct.
3. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES.** The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, Bidder may freely join with other persons or organizations for the purpose of presenting a single bid, quotation, and/or proposal.
4. **FIRM OFFER.** The attached bid, quotation, and/or proposal is a firm offer for a period of 90 calendar days following receipt, and it may be accepted by the Agency without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period.
5. **CONFLICT OF INTEREST.** In preparing this bid, quotation, and/or proposal, Bidder has not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this bid, quotation, and/or proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. **NO REIMBURSEMENT.** Bidder understands that the Agency will not issue reimbursement for any costs incurred in the preparation of this bid, quotation, and/or proposal. All bids, quotations and/or proposals become the property of the Agency, and the Bidder claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid, quotation, and/or proposal.
7. **DISCLOSURE.** Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the bidder prior to award, directly or indirectly to any other Bidder or to any competitor.
8. **PERFORMANCE.** Bidder agrees that submission of bid documents, quotation and/or proposal constitutes acceptance of the Application contents, including all attached or linked terms and conditions. If there are any exceptions to these terms and conditions, the Bidder has described those exceptions in detail on a page attached to Bidder's submission documents.
9. **HARASSMENT.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors/Grantee hereby have access to DNR Policy PO01-052 Sexual Harassment: https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf
10. **RESTRICTING COMPETITION.** No attempt has been made or will be made by the Bidder to persuade any other person or firm to submit or not to submit a bid, quotation, and/or proposal for the purpose of restricting competition.

11. **REFERENCES.** Bidder grants the Agency the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the goods delivered or services rendered contemplated in this procurement.
12. **LICENSED IN WASHINGTON STATE.** Bidder will become licensed to do business in the State of Washington (if applicable) prior to providing delivered goods or rendered services to DNR.
13. **PREVIOUS STATE EMPLOYEES.** If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, list their name(s) on a separately attached page. WAC 415.02.325 RCW 41.50.139
14. **DEBARMENT.** Bidder certifies as follows (must check one):
 - NO DEBARMENT.** Bidder and/or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any federal, state, or local governmental entity.

OR

 - DEBARRED.** As detailed on the attached explanation (Bidder to provide), Bidder and/or its principals presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with a federal, state, or local governmental entity.
15. **CRIMINAL OFFENSE.** Bidder certifies as follows (must check one):
 - NO CRIMINAL OFFENSE.** Bidder and its officers, directors, and managers have not, within the three (3) year period preceding the date of this Competitive Application , been convicted or had a civil judgment rendered against Bidder or such officers, directors, and managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Bidder further certifies that Bidder and its officers, directors, and managers are not presently indicted or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in this paragraph.

OR

 - CRIMINAL OFFENSE.** As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Application , Bidder or its officers, directors, or managers have been convicted or had a civil judgment rendered against Bidder or such officers, directors, or managers for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a governmental contract; violation of any federal or state antitrust statute; or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

16. **TERMINATION FOR DEFAULT OR CAUSE.** Bidder certifies as follows (must check one):

- NO TERMINATION FOR DEFAULT OR CAUSE. Bidder has not, within the three (3) year period preceding the date of this Competitive Application , had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

OR

- TERMINATION FOR DEFAULT OR CAUSE. As detailed on the attached explanation (Bidder to provide), within the three (3) year period preceding the date of this Competitive Application , Bidder has had one (1) or more federal, state, or local governmental contracts terminated for cause or default.

17. **TAXES.** Bidder certifies as follows (must check one):

- TAXES PAID. Except as validly contested, Bidder is not delinquent and has paid or has arranged for payment of all taxes due to the State of Washington and has filed all required returns and reports as applicable.

OR

- DELINQUENT TAXES. As detailed on the attached explanation (Bidder to provide), Bidder has not paid or arranged for payment of all taxes due to the State of Washington and/or has not timely filed all required returns and reports as applicable.

18. **FINANCIALLY SOLVENT.** Bidder certifies as follows (must check one):

- FINANCIALLY SOLVENT. Bidder is financially stable and solvent, has adequate cash reserves to meet all financial obligations, has not commenced bankruptcy proceedings voluntarily or otherwise, and is not subject to any judgments, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Competitive Application.

OR

- NOT FINANCIALLY SOLVENT. As detailed on the attached explanation (Bidder to provide), Bidder is not financially stable and solvent – i.e., Bidder does not have adequate cash reserves to meet all financial obligations, has commenced bankruptcy proceedings voluntarily or otherwise, or is subject to a judgment, lien, or encumbrance that affects title to the Goods or Services that are the subject of this Competitive Application.

19. **LAWFUL REGISTRATION.** Bidder, if conducting business other than as a sole proprietorship certifies as follows (must check one):

NOTE: This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, Limited Liability Company). If bidder is a sole proprietor, this certification should not be answered.

- CURRENT LAWFUL REGISTRATION.** Bidder is in good standing in the State of Washington and the jurisdiction where Bidder is organized, including having timely filed all required annual reports.

OR

- DELINQUENT REGISTRATION.** As detailed on the attached explanation (Bidder to provide), Bidder currently is not in good standing in the State of Washington and/or the jurisdiction where Bidder is organized.

20. REGISTRATION WITH WASHINGTON SECRETARY OF STATE. Bidder, is conducting business other than as a sole proprietorship, certifies as follows (must check one):

NOTE: This certification applies only to bidders that are organized as separate legal entities (e.g., a corporation, partnership, Limited Liability Company). If bidder is a sole proprietor, this certification should not be answered.

- BIDDER IS REGISTERED WITH WASHINGTON SECRETARY OF STATE.** Bidder is registered with the Washington Secretary of State, is in good standing, and has the following Unified Business Identifier (UBI) number: ____ ____ ____.

OR

- BIDDER WILL REGISTER WITH WASHINGTON SECRETARY OF STATE.** Bidder is not registered with the Washington Secretary of State but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington Secretary of State and obtain a UBI number within twenty-four (24) hours of such designation or notification by the Agency or be deemed a nonresponsive bid.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON SECRETARY OF STATE.** Bidder is not registered with the Washington Secretary of State and Bidder declines to register with the Washington Secretary of State.

21. REGISTRATION WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder certifies as follows (must check one):

- BIDDER IS REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE.** Bidder is registered with the Washington State Department of Revenue, has a business license to do business in Washington, and has the following Unified Business Identifier (UBI) number: ____ ____ ____.

OR

- BIDDER WILL REGISTER WITH WASHINGTON STATE DEPARTMENT OF REVENUE.** Bidder is not registered with the Washington State Department of Revenue but, if designated as the Apparent Successful Bidder, Bidder will register with the Washington State Department of Revenue and obtain a business license within twenty-

four (24) hours of such designation or notification by the Agency or be deemed a nonresponsive bid.

OR

- BIDDER IS NOT REGISTERED WITH WASHINGTON STATE DEPARTMENT OF REVENUE. Bidder is not registered with the Washington State Department of Revenue and Bidder declines to register with the Washington State Department of Revenue.

22. **WAGE THEFT PREVENTION.** Bidder certifies as follows (must check one):

- No Wage Violations. This firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement Application date.

OR

- Violations of Wage Laws. This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in [RCW 49.48.082](#), any provision of RCW chapters [49.46](#), [49.48](#), or [49.52](#) within three (3) years prior to the date of the above-referenced procurement Application date.

23. **WORKERS' RIGHTS (EXECUTIVE ORDER 18-03).** Bidder certifies as follows (must check one):

- No Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. Bidder does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

- Mandatory Individual Arbitration Clauses and Class or Collective Action Waivers for Employees. Bidder requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

24. **WASHINGTON STATE SUBCONTRACTORS.** Bidder certifies as follows (must check one):

- No Subcontractors. If awarded a Contract, Bidder will not use subcontractors to provide the goods and/or services subject to this Competitive Application.

OR

- Yes Subcontractors. If awarded a Contract, Bidder will use subcontractors to provide the goods and/or services subject to this Competitive Application. Bidder must complete in its entirety EXHIBIT C – Sub Contractor inclusion plans per DES POL-DES-090-06

In such event, Bidder certifies that, as to the Agency, Bidder shall retain responsibility for its subcontractors, including, without limitation, liability for any subcontractor's acts or omissions. Note: Bidder must provide the precise legal name (including state of organization), business address, and federal tax identification number (TIN) for each subcontractor. Note: Do not provide any SSN.

25. **WASHINGTON STATE CERTIFIED SMALL BUSINESS.** Bidder certifies as follows (must check one):

- Washington Small Business. Bidder is a Washington Small Business as defined in RCW 39.26.010. To qualify as a Washington Small Business, Bidder must meet three (3) requirements:
- Location. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.
 - Size. Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars (\$7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.
 - WEBS Certification. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).

OR

- Not Washington Small Business. Bidder is not a Washington Small Business as defined in RCW 39.26.010.

26. **WASHINGTON STATE CERTIFIED VETERAN-OWNED BUSINESS.** Bidder certifies as follows (must check one):

- Certified Veteran-Owned Business. Bidder is a Certified Veteran-Owned Business under RCW 43.60A.190. To qualify as a Certified Veteran-Owned Business, Bidder must meet four (4) requirements:
- 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:
 - a. A veteran as defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;
 - b. A person who is in receipt of disability compensation or pension from the department of veterans affairs; or

- c. An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.
- Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.
- WEBS Certification. Bidder must have certified its Veteran-Owned business status in Washington’s Electronic Business Solution (WEBS).
- WDVA Certification. Bidder must have provided certification documentation to the Washington Department of Veterans’ Affairs WDVA and be certified by WDVA and listed as such on WDVA’s website (WDVA – Veteran-Owned Businesses).

OR

- Not a Certified Veteran-Owned Business. Bidder is not a Certified Veteran-Owned Business under RCW 43.60A.190.

27. MINORITY AND WOMEN OWNED PARTICIPATION (must check one)

- Minority Owned Business
- Women-Owned Business
- None of The Above

28. PREFERENCE FOR PCB-FREE PRODUCTS & PRODUCTS-IN-PACKAGING.

- AGENCY HAS DETERMINED THIS PREFERENCE DOES NOT APPLY.

Note: If the above box is checked this preference does not apply. If the box above is not checked complete the following:

Pursuant to RCW 39.26.280, the Washington State Department of Natural Resources is required to provide a preference to a Bidder that provides products and/or product packaging that do not contain Polychlorinated Biphenyls (PCBs). In the event products and/or product packaging are tested, and no products or product packaging contain zero PCBs, a preference of 5% will be given to bidders who provide evidence that the products and/or product packaging, identified above contain the least amount of PCBs. The method for testing products and/or packaging for PCBs must be per the U.S. Environmental Protection Agency (EPA) Analytical Method 1668c. (must check one):

- NO BID PREFERENCE. Bidder is not seeking a bid preference for PCB-Free Products & Products-In-Packaging.

OR

- BID PREFERENCE FOR ALL PRODUCTS & PRODUCTS-IN-PACKAGING. Bidder is seeking a bid preference for all of Bidder’s products pertaining to the above referenced Competitive Application . Bidder certifies that each and all of Bidder’s products identified

in the above referenced Competitive Application have been tested, within the previous 365 days, by an independent, third party laboratory using Environmental Protection Agency Analytical Method 1668c, and have been found NOT to contain PCBs. Bidder further certifies that the attached test results are the official test results for such products.

OR

- BID PREFERENCE FOR SPECIFIC PRODUCTS & PRODUCTS-IN-PACKAGING.** Bidder IS seeking a bid preference for Bidder's following specific product(s) pertaining to the above referenced Competitive Application . Bidder certifies that each of Bidder's listed product(s) pertaining to the above referenced Competitive Application have been tested, within the previous 365 days, by an independent, third party laboratory using Environmental Protection Agency Analytical Method 1668c, and have been found NOT to contain PCBs. Bidder further certifies that the attached test results are the official test results for such product(s).

29. PREFERENCE FOR ELECTRONIC PRODUCTS

- AGENCY HAS DETERMINED THIS PREFERENCE DOES NOT APPLY.**

Note: If the above box is checked this preference does not apply. If the box above is not checked complete the following:

Pursuant to RCW 39.26.265, the Agency is required to provide a preference to a Bidder that provides electronic products that have achieved EPEAT Silver or Gold registration.

Bidders who seek to obtain the bid preference for electronic products must certify that the products identified have achieved EPEAT Silver or Gold registration. Bidder certifies as follows (must check one):

- NO BID PREFERENCE.** Bidder is not seeking a bid preference for Electronic Products
- OR
- BID PREFERENCE FOR ALL PRODUCTS** Bidder is seeking a bid preference for all of Bidder's products pertaining to the above referenced Application. Bidder certifies all product(s) identified above have achieved EPEAT Silver or Gold registration. Documentation to support the EPEAT registration for each applicable product is attached to this certification.

30. PREFERENCE FOR NON-HYDROFLUOROCARBONS (HFCS)

- AGENCY HAS DETERMINED THIS PREFERENCE DOES NOT APPLY.**

Note: If the above box is checked this preference does not apply. If the box above is not checked complete the following:

Pursuant to RCW 39.26.310, the Agency is required to provide a preference to a Bidder that provides products that contain NO HFCs or contain HFCs with a comparatively low global warming potential. The products that will be eligible for a preference are all products with an

“Acceptable” Substitute Listing Status, as identified by the [Environmental Protection Agency’s \(EPA\) Significant New Alternatives Policy \(SNAP\)](#) Program. Bidder certifies as follows (must check one):

- NO BID PREFERENCE. Bidder is not seeking a bid preference for Electronic Products

OR

- BID PREFERENCE FOR ALL PRODUCTS Bidder is seeking a bid preference for all of Bidder’s products pertaining to the above referenced Application. Bidder certifies all product(s) identified above have an “Acceptable” Substitute Listing Status as identified by the [EPA SNAP Program](#). Documentation to support the “Acceptable” Substitute Listing status for each applicable product is attached to this certification.

31. PREFERENCE FOR NON-MERCURY ADDED PRODUCTS

- AGENCY HAS DETERMINED THIS PREFERENCE DOES NOT APPLY.
Note: If the above box is checked this preference does not apply. If the box above is not checked complete the following:

Pursuant to RCW 70.95M.060, the Agency is required to provide a preference to a Bidder that provides products that contain the least amount of mercury-added compounds or components or if the product containing mercury is designed to reduce electricity consumption by at least forty percent and there is no non-mercury or lower mercury alternative available that saves the same or a greater amount of electricity as the exempted product. Bidder certifies as follows (must check one):

- NO BID PREFERENCE. Bidder is not seeking a bid preference for Non-Mercury Added Products

OR

- BID PREFERENCE FOR ALL PRODUCTS Bidder is seeking a bid preference for all of Bidder’s products pertaining to the above referenced Application. Bidder certifies all product(s) identified above listed above that are eligible for the preference, and as contained in the Interstate Mercury Education and Reduction Clearinghouse Mercury-Added Products Database. Documentation to support the preference is attached to this certification.

32. PREFERENCE FOR RECYCLED CONTENT PRODUCTS

- AGENCY HAS DETERMINED THIS PREFERENCE DOES NOT APPLY.
Note: If the above box is checked this preference does not apply. If the box above is not checked complete the following:

Pursuant to RCW 39.26.255, the Agency is required to provide a preference to a Bidder that provides products that contain recycled material. All bidders must certify whether they are seeking the statutory preference for products containing recycled material.

Bidders who seek to obtain the preference for Products Containing Recycled Material must certify that the products identified in above exceed the minimum required amount(s) of post-consumer or total recycled material described in the relevant section of the [Environmental Protection Agency’s Comprehensive Procurement Guideline Program](#). Bidder certifies as follows (must check one):

NO BID PREFERENCE. Bidder is not seeking a bid preference for Recycled Content Products

OR

BID PREFERENCE FOR ALL PRODUCTS Bidder is seeking a bid preference for all of Bidder’s products pertaining to the above referenced Application. Bidder certifies all product(s) identified above listed above exceed the Environmental Protection Agency’s Comprehensive Procurement Guidelines standard (as it existed on July 1, 2001) recommended content level percentages or the minimum product specification. The recycled material levels of all product(s) eligible for the preference are attached to this certification.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that I am authorized to make these certifications and assurances on behalf of the firm listed herein.

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID, QUOTATION, AND/OR PROPOSAL

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

RETURN FORM TO: APPLICATION COORDINATOR WITH YOUR BID, QUOTATION, AND/OR PROPOSAL AS INDICATED WITHIN.

EXHIBIT B – MANAGEMENT PROPOSAL FORM

Items marked “mandatory” must be included as part of the bid, quotation, and/or proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

A. PROJECT MANAGEMENT (SCORED)		
A1. PROJECT TEAM STRUCTURE/INTERNAL CONTROLS (SCORED)		
<p>All Bidders/Applicants are <u>REQUIRED</u> to provide a description of the proposed project team structure and internal controls to be used during the course of this project, including any Subcontractors. Include who will provide invoices and other contract administration duties. Include who within the business will have prime responsibility and final authority for the work.</p>		
A2. STAFF QUALIFICATIONS/EXPERIENCE (SCORED)		
<p>All Bidders/Applicants are <u>REQUIRED</u> to identify staff, including Subcontractors, who will be assigned to the potential contract. Indicate responsibilities and qualifications of each staff member and include the amount of time each will be assigned to the project. Resumes are not required as indicated in Section 3.2 Bidder/Applicant Checklist. Any staff substitution <u>MUST</u> have the prior approval of the Agency.</p>		
STAFF NAME	RESPONSIBILITIES & QUALIFICATIONS	ESTIMATED TIME ON PROJECT
A3. SCHEDULE		
<p>All Bidders/Applicants are <u>REQUIRED</u> to provide a written work plan for how the Scope of Work will be completed. Include estimated timelines, crews, and/or equipment used, and how the firm will deal with unanticipated disruptions to the schedule. This schedule should be described in detail in EXHIBIT F – Project Proposal.</p>		

B. EXPERIENCE	
B1. KNOWLEDGE, SKILLS, AND ABILITIES – REQUIRED (PASS/FAIL)	
All Bidders/Applicants are REQUIRED to check each box verifying that their experience meets the required knowledge, skill, or ability identified.	
CHECK FOR VERIFICATION	REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES
<input type="checkbox"/>	Bidder/Applicant has all the required knowledge, skills, and abilities to successfully complete their proposed project within the given time frame.
B2. EXPERIENCE OF THE BIDDER/APPLICANT (SCORED)	
Describe in detail the experience the Bidder/Applicant and any Subcontractors have in projects similar to the project proposed herein.	
C. RELATED INFORMATION (MANDATORY)	
C1. TERMINATION FOR DEFAULT (PASS/FAIL)	
HAS THE BIDDER/APPLICANT OR SUBCONTRACTOR HAD A CONTRACT TERMINATED FOR DEFAULT IN THE LAST FIVE (5) YEARS? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Termination for default is defined as notice to stop work due to the Bidder’s/Applicant’s non-performance or poor performance and the issue of performance was either a) not litigated due to inaction on the part of the Bidder/Applicant or b) litigated and such litigation determined that the Bidder/Applicant was in default.	
If the Bidder/Applicant answered yes above, describe the incident. Submit full details of the terms of default including the other party’s name, address, and phone number. Present the Bidder’s/Applicant’s position on the matter. The Agency will evaluate the facts and may, at its sole discretion, reject the bid, quotation, and/or proposal on the grounds of past experience.	
C2. CURRENT/FORMER STATE EMPLOYEE (PASS/FAIL)	
Identify any current or former state employees employed by the state in the past 24 months, currently employed by or on the governing board of the firm or any Subcontractor as of the date of the date of bid, quotation, and/or proposal submittal. Include their position and responsibilities within the Bidder’s/Applicant’s or Subcontractor’s organization. If following a review of this information, it is determined by the Agency that a conflict of interest exists, the Bidder/Applicant may be disqualified from further consideration for the award of a contract.	
CURRENT/FORMER STATE EMPLOYEE NAME:	
AGENCY WHERE CURRENTLY/FORMERLY EMPLOYED:	

POSITION HELD:	
SEPARATION DATE:	
POSITION WITHIN BIDDERS FIRM:	
RESPONSIBILITY WITHIN BIDDERS FIRM:	

D. REFERENCES (SCORED)

Demonstrating reliability, customer service, conflict resolution.
 Provide at least **1** reference. By submitting a bid, quotation, and/or proposal, the Bidder/Applicant grants permission to the Agency to contact these references and others, who from the Agency's perspective, may have pertinent information. Current Agency staff CAN be used as references.

BUSINESS REFERENCE NAME:				
NAME OF AUTHORIZED CONTACT:				
ADDRESS:				
CITY:		STATE:		ZIP:
CELL PHONE:				
OFFICE PHONE:				
E-MAIL:				
TIME FRAME OF SERVICES PROVIDED:				
DESCRIPTION OF SERVICES PERFORMED:				

BUSINESS REFERENCE NAME:				
NAME OF AUTHORIZED CONTACT:				
ADDRESS:				
CITY:		STATE:		ZIP:
CELL PHONE:				
OFFICE PHONE:				
E-MAIL:				
TIME FRAME OF SERVICES PROVIDED:				
DESCRIPTION OF SERVICES PERFORMED:				

BUSINESS REFERENCE NAME:				
NAME OF AUTHORIZED CONTACT:				
ADDRESS:				
CITY:		STATE:		ZIP:
CELL PHONE:				
OFFICE PHONE:				
E-MAIL:				
TIME FRAME OF SERVICES PROVIDED:				
DESCRIPTION OF SERVICES PERFORMED:				

SIGNATURE OF AUTHORIZED PERSON
SIGNED

DATE

RETURN FORM TO: APPLICATION COORDINATOR WITH YOUR BID, QUOTATION, AND/OR PROPOSAL AS INDICATED WITHIN.

EXHIBIT C – DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS

INFORMATION & INSTRUCTIONS FOR COMPLETING EXHIBIT C DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS

1. Bidders who, if awarded a Contract, intend to use subcontractors, must complete Exhibit C – Diverse Business Inclusion Plan – Subcontractors in the form set forth herein. Awarded bidders who do not submit a Diverse Business Inclusion Plan will be precluded from utilizing subcontractors to perform the Contract.

Note: Exhibit C – Diverse Business Inclusion Plan – Subcontractors is **NOT** required if bidder, if awarded, does **NOT** intend to use subcontractors for this contract.

2. As part of the Diverse Business Inclusion Plan – Subcontractors, bidder is encouraged to include an anticipated list of small/diverse subcontractors who may assist bidder in fulfilling bidder's contractual obligations, if bidder is awarded a contract pursuant to this Competitive Application. This list should identify any subcontractors who are small/diverse businesses as defined above.

Note: The businesses included in the Diverse Business Inclusion Plan – Subcontractors are listed as examples of the businesses that bidder may use as subcontractors and does NOT obligate bidder to utilize those specific businesses in performing the Contract, if awarded. If awarded, the bidder's Diverse Business Inclusion Plan – Subcontractor will be incorporated into the terms and conditions of the resulting Contract and bidder will report performance and progress to the Agency as set forth in the Contract and in annual contract management meetings.

3. Bidders must describe their efforts in engaging and reducing any barriers to participation by small/diverse businesses, including outreach, education/mentorship, and process changes designed to increase small/diverse business participation.
4. If the proposed subcontractors are self-identified diverse businesses, bidder will encourage and support efforts for their certification with the appropriate Washington state agencies.
5. The small/diverse business goals set forth herein are voluntary. Bidders will not be considered non-responsive if the Diverse Business Inclusion Plan – Subcontractors has a zero small/diverse business participation amount. The Agency, however, encourages bidders to be proactive in engaging small/diverse business participation. No preference will be included in the evaluation of bids based on the Diverse Business Inclusion Plan – Subcontractors. No minimum level of small/diverse business participation is required as a condition for receiving a Contract award.
6. The Agency will review the Diverse Business Inclusion Plan – Subcontractors for a genuine effort and the maximum opportunity to contribute toward the Agency's aspirational goals. Awarded bidders who utilize subcontractors will meet with the Agency annually regarding their small/diverse business aspirational inclusion goals and outreach efforts set forth in their Diverse Business Inclusion Plan – Subcontractors.

<p>1. BIDDER’S ANTICIPATED DIVERSE BUSINESS PARTICIPATION (GOALS)</p> <p>List bidder’s anticipated small/diverse business category participation goals for subcontractor participation, if bidder is awarded a Contract. Bidders may list any goal amount. These goals are aspirational goals for bidder’s use of small/diverse business subcontractors, if awarded a Contract pursuant to this Competitive Application.</p>		
<p>SMALL/DIVERSE BUSINESS CATEGORY</p>	<p>AGENCY GOALS*</p>	<p>ANTICIPATED PERCENT OF CONTRACT AMOUNT (GOALS)</p>
Minority-Owned Business	5%	
Woman-Owned Business	5%	
Veteran-Owned Business	1%	
Washington Small Business	10%	
<p>2. BIDDER’S DIVERSE BUSINESS SUBCONTRACTING LIST</p> <p>Provide the firm information of the relevant small/diverse business subcontractors that bidder anticipates utilizing, if awarded a contract pursuant to this Competitive Application . Please identify the names of the firms as they are listed in Washington’s Electronic Business Solution (WEBS) and provide the firm’s applicable certification numbers (for Minority, Woman, and Veteran-Owned firms).</p>		
<p>STATE CERTIFICATION CATEGORY</p>	<p>LIST OF FIRMS</p>	
Minority-Owned Businesses		
Woman-Owned Businesses		
Veteran-Owned Businesses		
Washington Small Businesses		
<p>3. DESCRIBE BIDDER’S PLAN TO MEET OR EXCEED BIDDER’S VOLUNTARY <i>DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS</i> GOALS, INCLUDING OUTREACH. IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL DOCUMENTS.</p>		
<p>4. IDENTIFY BIDDER’S PRIMARY CONTACT FOR BIDDER’S <i>DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS</i> GOALS. IF MORE SPACE IS NEEDED, PLEASE ATTACH</p>		

ADDITIONAL DOCUMENTS.

*Agency diversity goals are based on [FY22 OMWBE reporting results](#) and will be updated after the DES Diversity policy requirements have been analyzed.

Bidder commits to a make a genuine effort to achieve the proposed subcontract amounts with small/diverse business subcontractors as stated above. Bidder will develop a comprehensive outreach strategy that will engage small/diverse businesses registered with the State of Washington in WEBS.

PRINT FULL LEGAL ENTITY NAME OF FIRM SUBMITTING BID, QUOTATION, AND/OR PROPOSAL

SIGNATURE OF AUTHORIZED PERSON

DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

RETURN FORM TO: APPLICATION COORDINATOR WITH YOUR BID, QUOTATION, AND/OR PROPOSAL AS INDICATED WITHIN

EXHIBIT D – SAMPLE GRANT AGREEMENT AND WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS



**GRANT AGREEMENT
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES (DNR)**

NO. Agreement number

PI:

Funding Source: State or Federal

Grant Funded: Yes No

OMWBE: Small Business Veteran Owned Not Applicable

Procurement method (Select one): Solicitation (Enter Solicitation Type & Number),

This Grant Agreement is made and entered into by and between the state of Washington, Department of Natural Resources, hereinafter referred to as "AGENCY/DNR", and the below named firm, hereinafter referred to as "GRANTEE."

Enter Contractor Name

Enter Contractor Address

Enter City, State Zip Code

Phone: Enter Contractor Phone Number

Email: Enter Contractor Email

WA State UBI Number: Enter UBI Number

Federal Taxpayer Identification Number: Enter Tax ID Number

Statewide Vendor # (SWV): Enter SWV #

1. PURPOSE

The intent of the 2024 Community Forestry Assistance grant program is to assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. Projects are to improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of-way. These projects address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs advancing environmental, social, or public health outcomes.

The purpose of this grant agreement is to [insert narrative based on submitted proposal].

2. SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this grant agreement, the nature of the working relationship between DNR and the GRANTEE, and specific obligations of both parties.
- B. Exhibit B, attached hereto and incorporated by reference, contains the Scope of Work. The GRANTEE will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as included in the Scope of Work.

Projects must be located on public property, or be open to public access. Grant funds may not be used to meet ordinary maintenance and operating expenses.

- C. The GRANTEE shall produce the following written reports by the dates indicated below.
 - Quarterly Reports:
 - Final Report:

The GRANTEE must fill out a report template that includes the following information:

- Summary of the project status
- Achievements or setbacks (if any) to date
- Progress by activity, task, and deliverable
- Line item report of expenditures from the grant funding

The final report must be submitted with the final invoice at the conclusion of the project. The final report must include the following information in addition to the report template:

- Activities undertaken,
- Barriers and lessons learned,
- Any maps and other relevant graphics related to the deliverables,
- Outcomes achieved, and
- 400-500 word article telling the story of the project including references to DNR (and/or the USDA Forest Service if federally funded), local project partners, location, purpose, and outcomes as well as two high quality images

3. PERIOD OF PERFORMANCE

The period of performance under this grant agreement will be from the date of execution through May 31, 2025 unless terminated sooner as provided herein. Amendments to extend the period of performance are not allowed.

4. AWARD

The total grant award payable to GRANTEE for satisfactory performance of the work under this grant agreement shall not exceed Spell Dollar Amount Dollars (\$ enter dollar amount). GRANTEE's compensation for services rendered shall be based on Exhibit C – Budget.

Unless otherwise determined, funding for this agreement is provided by the Washington State Budget, DNR Program Index 248 or USDA Forest Service grant, DNR Program Index 244, Project Code XXX

5. BILLING PROCEDURES

DNR will pay GRANTEE upon satisfactory acceptance of each fully completed activity and affiliated tasks outlined in the scope of work documented by associated deliverables as approved by the DNR Grant Manager. Invoices may only be submitted to the DNR Grant Manager along with quarterly reports and final report. Invoices and the required supporting documentation must be submitted as one PDF document.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

1. Agreement number Agreement number
2. Invoice date
3. Organization name and contact information
4. Primary contact phone number and email address
5. Narrative description of the work performed towards completing the activities, tasks, and deliverables
6. Detail of the expenses being billed for each activity and task
 - a. The detail format must reflect Exhibit B, Scope of Work; include the task and deliverable descriptions, and the amount
7. Supporting documentation for all expenses being billed
8. Total invoice amount

No payments in advance or in anticipation of services or goods to be provided under this contract shall be made by DNR.

Payment will be made by check, warrant, or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, final invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year. Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work.

Special Budget Provisions

Transfer of funds between line items is allowed and shall not exceed 10% of the total budget. Such transfer needs to have prior approval with the DNR Grant Manager. If the cumulative amount of these transfers exceeds or is expected to exceed 10% of the total budget, this is subject to justification and a contract amendment.

Fiscal Year Closures

Under fiscal year closing procedures, GRANTEE must submit all invoices and/or billings for services or material supplied under this Agreement through June 30 to DNR no later than July 10 of the same year. If DNR does not receive invoices and bills by July 10 of the year of the closing biennium, a considerable delay in payment may result.

DNR may, in its sole discretion, terminate the grant agreement or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this grant agreement.

Final payment will be withheld until satisfactory acceptance of the final report (page 2, SCOPE OF WORK).

6. OUTREACH AND PRINTED MATERIALS

All printed materials, signs, and other products including websites resulting from this agreement must be reviewed by DNR prior to publishing. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

“Funds for this project were provided by the State of Washington Department of Natural Resources Urban and Community Forestry Program.”

Appropriate agency logos may be used in addition to the above statement, and will be supplied to the GRANTEE. Use of agency logos must be reviewed and approved by the funding agencies prior to publishing.

7. GRANT MANAGEMENT

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

GRANTEE Grant Manager Information	AGENCY Grant Manager Information
	Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone:</i> <i>Email address:</i>
GRANTEE Project Manager Information	AGENCY Project Manager Information
	Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone:</i> <i>Email address:</i>

8. INSURANCE

Before using any of said rights granted herein and at its own expense, GRANTEE shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described

below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

GRANTEE shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Grant Agreement Number and the name of the DNR Project Manager. GRANTEE shall also provide renewal certificates as appropriate during the term of this Agreement.

GRANTEE shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of GRANTEE to have its subcontractors and agents comply with the insurance requirements contained herein does not limit GRANTEE's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: GRANTEE shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must 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 party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: GRANTEE shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: GRANTEE shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." GRANTEE waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): GRANTEE shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. GRANTEE waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. GRANTEE waives

its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

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

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

Insurance Carrier Rating: 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. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If GRANTEE is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that GRANTEE's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of GRANTEE is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: GRANTEE waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

9. ASSURANCES

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

10. ORDER OF PRECEDENCE

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

1. Applicable federal statutes and regulations.

WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

1. ACCESS TO DATA

The Contractor shall provide access to data generated under this contract to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

2. ADVANCE PAYMENTS PROHIBITED

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

3. AMENDMENTS

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

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. ANTITRUST

The Contractor hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this contract.

6. ASSIGNMENT

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

Contractor may not assign its rights under this Agreement without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to DNR within thirty (30) calendar days, Contractor may assign its rights under this Agreement in full to any parent, subsidiary, or affiliate of the Contractor that controls or is controlled by or under common control with the Contractor, is merged or consolidated with the Contractor, or purchases a majority or controlling interest in the ownership or assets of the Contractor. Unless otherwise agreed, the Contractor

guarantees prompt performance of all obligations under this Agreement notwithstanding any prior assignment of its rights.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

8. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the contract, the Contractor shall comply with all applicable laws.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

10. CONFLICT OF INTEREST

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

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

11. COPYRIGHT PROVISIONS

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

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

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

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

12. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling Agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established Agents maintained by the Contractor for securing business.

The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DEFAULT

Contractor shall be in default if it is in material breach of any term or condition of the contract. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

14. DELIVERY, INSPECTION, REJECTION, CURE:

1. **TIME OF THE ESSENCE:** Time is of the essence in the performance of the contract.
2. **SHIPPING & RISK OF LOSS.** All goods subject to the Contract shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
3. **INSPECTION:** The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
4. **REJECTION:** The Agency may reject any nonconforming Deliverables by reasonably notifying the Contractor in writing.

5. **OPPORTUNITY TO CURE:** Contractor shall have the right to cure the materiality of any breach prior to the time for performance under the Contract. This right to cure terminates upon the time for performance.

15. DEFINITIONS

Definitions for the purposes of this solicitation include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

APPARENT SUCCESSFUL CONTRACTOR – Bidder whose bid, quotation and/or proposal provides the best value in meeting AGENCY needs and is selected to contract with DNR for the proposed solution, subject to completion of contract negotiations and execution of contract.

AWARD DATE – the announcement date of the Apparent Successful Contractor.

BID, QUOTATION and/or PROPOSAL – a formal offer, submitted by an individual or entity, in response to a solicitation issued for goods or services by the Agency.

BIDDER – an individual or entity who submits a bid, quotation and/or proposal in response to a solicitation issued for goods or services by the Agency.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

CONTRACT – an agreement between DNR and Contractor that includes terms and conditions, the solicitation, the bid, quotation and/or proposal, all appendices, and exhibits, associated Statements of Work (e.g. Services Contract or Purchase Order), and all amendments awarded pursuant to this solicitation.

CONTRACTOR – an individual or entity whose bid, quotation and/or proposal has been accepted and is awarded a contract with the Agency, and who is solely responsible to provide a good or perform a service.

DNR – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

GOODS – products, materials, supplies, or equipment provided by a Contractor.

PURCHASE – the acquisition of goods or services, including the leasing or renting of goods.

SERVICES – labor, work, analysis, or similar activities provided by a Contractor to accomplish a specific scope of work.

SOLICITATION – a documented formal process providing an equal and open opportunity to BIDDERS and culminating in a selection based on predetermined criteria.

SUBCONTRACTOR – one not in the employment of the Contractor, who is performing all or part of the business activities related to this solicitation under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any solicitation tier.

VENDOR – individual, firm, organization, company or other entity offering products and/or services.

WEBS – Washington’s Electronic Business Solution System.

WORKING DAYS – Midnight to midnight, Monday through Friday, excluding weekends and state legal holidays.

16. DISALLOWED COSTS

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

17. DISPUTES

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

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

Nothing in this contract shall be construed to limit the parties’ choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

18. DUPLICATE PAYMENT

The Agency shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same goods delivered or services rendered.

19. ENVIRONMENTAL CONSIDERATIONS

ELECTRONIC PRODUCTS

The State of Washington encourages the purchase of products that meet environmental performance standards relating to the reduction and elimination of hazardous materials. The database of all products that currently meet EPEAT criteria are viewable at www.greenelectronicscouncil.org. Only products listed as Active in the online EPEAT Registry are considered to have met the EPEAT criteria.

Contractor represents and warrants that, during the term of this contract, for any product(s) for which Contractor sought and was awarded an environmental purchasing preference pursuant to RCW 39.26.265 and Washington State Procurement Policy POL-DES-265-00, such product(s) shall have achieved EPEAT Silver or Gold registration that enabled Contractor to be awarded such preference.

NON-HYDROFLUOROCARBONS (HFCs)

Hydrofluorocarbons (HFCs) contribute to climate change and so have an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurement of goods is trying to minimize the purchase of products that contain HFCs or contain HFCs with a comparatively low global warming potential and to incentivize its vendors to sell products without HFCs.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded a purchasing preference pursuant to RCW 39.26.310 and Washington State Procurement Policy DES-POL-310-00, such product(s) shall meet or have less than the HFC level(s) that enabled Contractor to be awarded such preference.

NON-MERCURY ADDED PRODUCTS

Mercury has an adverse effect on human health and the environment. Accordingly, the State of Washington, through its procurements of goods is trying to minimize the purchase of products with mercury and to incentivize its vendors to sell products without mercury.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded a purchasing preference pursuant to RCW 70.95M.060 and Washington State Procurement Policy DES-POL-70.95M.060-00, such product(s) shall meet or have less than the lowest amount of mercury that enabled Contractor to be awarded such preference.

POLYCHLORINATED BIPHENYLS (PCBs)

Polychlorinated biphenyls, commonly known as PCBs, have adverse effects on human health and the environment. Accordingly, the State of Washington, through its procurements of goods, is trying to minimize the purchase of products with PCBs and to incentivize its vendors to sell products in packaging without them.

Contractor represents and warrants that, during the term of this contract, for any product(s) and/or product packaging for which Contractor sought and was awarded a purchasing preference pursuant to RCW 39.26.280 and Washington State Procurement Policy POL-DES-280-00, such product(s) and/or packaging shall meet or exceed the testing limitations that enabled Contractor to be awarded such preference.

RECYCLED CONTENT PRODUCTS

Buying products made from recycled content creates markets for materials collected in residential & business recycling programs. Recycling does not work without end-markets. In addition buying recycled products supports the development of green technologies, creates jobs and strengthens the local economy, and promotes and supports a more sustainable lifestyle. When manufacturers use recycled material vs. virgin materials to make new products, air and water pollution is reduced, natural resources are conserved, energy is saved, less water is used, and emissions of greenhouse gases that contribute to global climate change are reduced. Accordingly, the State of Washington through its procurements of goods is trying to maximize the purchase of products made from recycled content and to incentivize its vendors to sell products and products in packaging made with recycled content.

Contractor represents and warrants that, during the term of this Contract, for any product(s) for which Contractor sought and was awarded an environmental purchasing preference pursuant to RCW 39.26.255 and Washington State Procurement Policy POL-DES-255-00, such product(s) shall exceed the minimum post-consumer or total recycled content that enabled Contractor to be awarded such preference.

Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Agency may suspend or terminate this Contract. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under law, to a prevailing party, reasonable attorneys' fees and costs.

20. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS

MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Contractor Certification – Executive Order 18-03 Worker's Rights, and Contractor represents and warrants, as previously

certified in Contractor's bid, quotation and/or proposal submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

21. FUNDING SOURCE

At all times during the course of this contract, the Contractor must comply with applicable laws, rules, policy and regulations required by the source of funding for the contract. If this contract is funded by a grant, the terms and conditions required by the granting entity are attached as Exhibit Enter exhibit letter.

22. GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

23. HARASSMENT

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-037 Harassment Prevention:

https://www.dnr.wa.gov/publications/em_PO 01-037_harassment_prevention.pdf.

24. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractors' Agents, employees, representatives, or any Subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Contractor's or any Subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

25. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this contract. The Contractor and his or her employees or Agents performing under this contract are not employees or Agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

26. INDUSTRIAL INSURANCE COVERAGE

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

27. INTERGRATION

The contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any of the parties hereto.

28. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this contract.

29. LIMITATION OF AUTHORITY

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

30. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

31. NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

32. PRIVACY

Personal information including, but not limited to, “Protected Health Information,” collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

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

33. PUBLICITY

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

34. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of services rendered and/or delivery of goods as described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

35. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

36. REMEDIES:

1. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:
 - a. **SPECIFIC PERFORMANCE:** If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
 - b. **COVER:** The Agency may obtain substitute Deliverables and charge the Contractor the difference between the cost of the substitute Deliverables and the contracted for price.
 - c. **PRICE REDUCTION:** The Agency may retain nonconforming Deliverables and equitably reduce the price of the contract based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.
 - d. **RETURN:** The Agency may return or set aside for pickup by the Contractor any nonconforming goods and terminate the contract for cause.
2. The Contractor shall be liable for all compensatory, incidental and consequential damages caused by any breach of the contract. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Contractor under the contract.
3. The agency's total liability for all damages arising out of or related to the contract shall in no event exceed the purchase price of the contract. Furthermore, in the event of a termination of the contract, the agency's total liability for all damages arising out of or related to the contract shall not exceed the purchase price of goods delivered or services rendered prior to the effective date of the termination.
4. The rights and remedies provided by the contract are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

37. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

38. SAVINGS

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

39. SEVERABILITY

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

40. SITE SECURITY

While on Agency premises, Contractor, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

41. SUBCONTRACTING

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

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

42. TAXES

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

43. TERMINATION FOR CAUSE

In the event the Agency determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Agency has the right to suspend or terminate this contract. Before suspending or terminating the contract, the Agency shall notify the Contractor in writing (including email) of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The Agency reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to

terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the Agency provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the Agency may, by 10 calendar days written notice (including email), beginning on the second calendar day after the notice is sent, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for goods delivered or services rendered prior to the effective date of termination.

45. TERMINATION PROCEDURES

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

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

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

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

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so

terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agent; and
7. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

46. TREATMENT OF ASSETS

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
2. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
3. The Contractor shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
4. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, Agents or Subcontractors.

47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations,

which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at [U.S. Treasury Specially Designated Nationals And Blocked Persons List](#). Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

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

48. WAIVER

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

49. WARRANTIES

Contractor warrants that all Deliverables provided under this contract shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.

EXHIBIT E – SAMPLE SUBAWARD AGREEMENT AND FEDERAL FINANCIAL ASSISTANCE AWARD OF DOMESTIC GRANT TERMS AND CONDITIONS



**WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES**

SUBAWARD AGREEMENT

This is a subaward of federal funds. Subrecipients are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400.

The Washington State Department of Natural Resources (Agency/DNR) is the pass-through entity. This subaward is not being made for the purposes of research and development (R&D).

DNR FUNDING INFORMATION

Program Index: Enter Agency program index
Project Code: Enter Agency project code

SUBRECIPIENT INFORMATION

Enter Subrecipient Name
Enter Subrecipient Address
Enter City, State Zip Code
Phone: Enter Subrecipient Phone Number
Email: Enter Subrecipient Email

WA State UBI Number Enter UBI Number	Statewide Vendor Number Enter SWV #	Taxpayer Identification Number/FEIN Enter Tax ID Number
Unique Entity Identifier Enter UEI Number	Total amount of federal funds obligated to the subrecipient by DNR Enter dollar amount in numeric form <i>Includes current award</i>	

SUBAWARD INFORMATION

Subaward Number Enter agreement number	Amount obligated this agreement Enter dollar amount in numeric form	Period of Performance Enter start and end dates
Match Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, enter match ratio		Indirect Rate <input type="checkbox"/> Subrecipient NICRA, Enter indirect rate <input type="checkbox"/> De Minimis, Enter indirect rate

FEDERAL AWARD INFORMATION

<p>Assistance Listing Enter Assistance Listing number; Enter Assistance Listing title</p>	<p>Federal Awarding Agency Name of Federal Awarding Agency</p>
<p>Federal Award Identification Number Enter Federal Grant Number</p>	<p>Federal Award Name Name of Federal Grant</p>
<p>Federal award project description Enter description of grant from award document</p>	

This Subaward Agreement is made and entered into by and between the state of Washington, Department of Natural Resources, hereinafter referred to as "AGENCY/DNR", and Enter Subrecipient Name, hereinafter referred to as "SUBRECIPIENT."

1. PURPOSE

The intent of the 2024 Community Forestry Assistance grant program is to assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. Projects are to improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of-way. These projects address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs advancing environmental, social, or public health outcomes. The purpose of this subaward is to [insert narrative based on submitted proposal].

2. SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this subaward, the nature of the working relationship between DNR and the SUBRECIPIENT, and specific obligations of both parties.
- B. Exhibit B, attached hereto and incorporated by reference, contains the Scope of Work. The SUBRECIPIENT will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as included in the Scope of Work.

Projects must be located on public property or be open to public access. Grant funds may not be used to meet ordinary maintenance and operating expenses.

- C. The SUBRECIPIENT shall produce the following written reports by the dates indicated below.
 - Quarterly Reports:
 - Final Report:
 The SUBRECIPIENT must fill out a report template that includes the following information:
 - Summary of the project status
 - Achievements or setbacks (if any) to date
 - Progress by activity, task, and deliverable
 - Line item report of expenditures from the grant funding

The final report must be submitted with the final invoice at the conclusion of the project. The final report must include the following information in addition to the report template:

- Activities undertaken,
- Barriers and lessons learned,
- Any maps and other relevant graphics related to the deliverables,
- Outcomes achieved, and
- 400-500 word summary of the project including references to DNR (and the USDA Forest Service if federally funded), local project partners, location, purpose, and outcomes as well as two high quality images

3. PERIOD OF PERFORMANCE

The period of performance under this subaward will be from the date of execution through May 31, 202X unless terminated sooner as provided herein. Amendments to extend the period of performance are not allowed.

4. AWARD

The total grant award payable to SUBRECIPIENT for satisfactory performance of the work under this subaward shall not exceed Spell Dollar Amount Dollars (\$ enter dollar amount). SUBRECIPIENT's compensation shall be based on Exhibit X – Budget.

Unallowable Costs

Payments made for costs determined to be unallowable by either the Federal awarding agency, or DNR, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise.

5. TREATMENT OF SUBRECIPIENT ASSETS, FUNDING EQUIPMENT

In addition to Exhibit A.1, 46. TREATMENT OF ASSETS, the SUBRECIPIENT shall comply with the following:

1. The SUBRECIPIENT shall obtain prior written approval by DNR when purchasing property if the cost is to be reimbursed as a direct item of cost under this subaward. This approval may be accomplished by inclusion in Exhibit X – Budget.
2. Disposition of Assets shall be treated in accordance with the requirement of 2 CFR 200.

Federal funding under this award is not available for reimbursement of subrecipient's purchase of equipment.

6. BILLING PROCEDURES

DNR will pay SUBRECIPIENT upon satisfactory acceptance of each fully completed activity and progress reports describing progress on affiliated tasks outlined in the scope of work, and any necessary deliverables as approved by the DNR Grant Manager. Reimbursement requests shall be submitted to the DNR Grant Manager with associated progress reports and necessary backup documentation as described below as one PDF document.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

1. Agreement number Agreement number
2. Invoice date
3. Organization name and contact information
4. Primary contact phone number and email address
5. Narrative description of the work performed towards completing the activities, tasks, and deliverables
6. Detail of the expenses being billed for each activity and task
7. Total invoice amount

DNR reserves the right to request backup documentation (e.g. invoices, receipts, payroll documents, subcontracts) for any and all expenses included in an invoice submitted for payment.

No payments in advance or in anticipation of services or goods to be provided under this subaward shall be made by DNR.

Payment will be made by check, warrant, or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, final invoices shall be paid, if received within 30 days after the expiration date. Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work.

Special Budget Provisions

Transfer of funds between line items is allowed and shall not exceed 10% of the total budget. Such transfer needs to have prior approval with the DNR Grant Manager. If the cumulative amount of these transfers exceeds or is expected to exceed 10% of the total budget, this is subject to justification and a contract amendment.

State Fiscal Year Closures

Under fiscal year closing procedures, the SUBRECIPIENT must submit all invoices and/or billings for services or material supplied under this Agreement through June 30, to DNR no later than July XX of a given year. If DNR does not receive invoices and bills by July XX of the year of the closing biennium, a considerable delay in payment may result.

DNR may, in its sole discretion, terminate the subaward or withhold payments claimed by the SUBRECIPIENT for services rendered if the SUBRECIPIENT fails to satisfactorily comply with any term or condition of this subaward.

Final payment will be withheld until satisfactory acceptance of the final report (page 2, SCOPE OF WORK).

7. GRANT MANAGEMENT

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

SUBRECIPIENT Subaward Manager Information	AGENCY Subaward Manager Information
	Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone:</i> <i>Email address:</i>
SUBRECIPIENT Project Manager Information	AGENCY Project Manager Information
	Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7037 <i>Phone:</i> <i>Email address:</i>

8. FUNDING ACKNOWLEDGEMENT, NONDISCRIMINATION STATEMENT

Subrecipient shall acknowledge DNR and Forest Service support in any publications, audiovisuals, electronic media, printed materials, signs, and other products developed as a result of this subaward. Materials must be reviewed by DNR prior to publishing; follow direction in USDA Supplemental 2 CFR 415.2. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

“Funds for this project were 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.”

The Subrecipient must include the federal nondiscrimination statement in materials and products developed. See Exhibit B – Federal Subaward Terms and Conditions.

Appropriate agency logos may be used in addition to the above statement, and will be supplied to the SUBRECIPIENT. Use of agency logos must be reviewed and approved by the funding agencies prior to publishing.

9. DEBARMENT OF SUBRECIPIENTS

The SUBRECIPIENT shall assure that, its officers, agents, subcontractors, and consultants shall not fund, contract with, or engage the services of any consultant, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The SUBRECIPIENT certifies that the SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the AGREEMENT by any federal department or agency. The SUBRECIPIENT shall complete Exhibit E - Certification Debarment, Suspension, Ineligibility, and Voluntary Exclusion form before execution of this subaward.

10. SUBRECIPIENT AUDIT REQUIREMENTS

A nonprofit organization must comply with all federal audit requirements, including: The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, as well as any other applicable law or regulation that may be enacted or promulgated by the federal government.

For years beginning on or after December 26, 2014, a local government or nonprofit organization that expends federal awards of \$750,000 or more during its fiscal year, either received directly from the federal government, indirectly from a pass-through entity, or a combination of both, to carry out a federal program, is required to have an audit made in accordance with the provisions outlined in 2 CFR Part 200.501.

The SUBRECIPIENT shall:

1. Inform the DNR Subaward Manager in advance of the date and time of the Auditor's exit interview with the SUBRECIPIENT so that a DNR representative can be present if the DNR so desires.
2. Submit an independent auditor's financial statement report, the 2 CFR 200 Subpart F: Audit Requirement (single audit) reports, and the management letter (collectively referred to as "reports") to the DNR within thirty (30) calendar days following the issuance of such reports.
3. Provide comments on any findings and recommendations in the reports, including a plan for corrective action for any findings.
4. Ensure the working papers of the reports are available to the DNR.
5. Submit reports to the DNR Subaward Manager annually if the SUBRECIPIENT receives an annual audit due to requirements other than stated in this subaward.

In the event the SUBRECIPIENT's independent auditor does not provide the assurances necessary to satisfy federal and/or state audit requirements, the DNR retains the right to request a full audit and the SUBRECIPIENT will be responsible for any and all costs incurred in order to provide the required audit and assurances.

If a SUBRECIPIENT is not required to obtain Single Audit, DNR, at its discretion, may require the SUBRECIPIENT to obtain an independent review or an independent audit, at the SUBRECIPIENT's expense, conducted by an independent CPA. A-133 (single audit) requirements may also apply.

11. INSURANCE

Before using any of said rights granted herein and at its own expense, SUBRECIPIENT shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

SUBRECIPIENT shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Subaward Number and the name of the DNR Project Manager. SUBRECIPIENT shall also provide renewal certificates as appropriate during the term of this Agreement.

SUBRECIPIENT shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of SUBRECIPIENT to have its subcontractors and agents comply with the insurance requirements contained herein does not limit SUBRECIPIENT's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: SUBRECIPIENT shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent SUBRECIPIENTs, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: SUBRECIPIENT shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: SUBRECIPIENT shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." SUBRECIPIENT waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): SUBRECIPIENT shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. SUBRECIPIENT waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. SUBRECIPIENT waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

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

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

Insurance Carrier Rating: 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. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

Self-Insurance: If SUBRECIPIENT is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that SUBRECIPIENT's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of SUBRECIPIENT is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: SUBRECIPIENT waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

12. ASSURANCES

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

13. ORDER OF PRECEDENCE

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

1. Applicable federal statutes and regulations.
2. Terms and conditions of a grant awarded to the state from the federal government, attached as Exhibit A.2 – Federal Subaward Terms and Conditions.

SUBAWARD EXHIBIT A.1

WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

1. ACCESS TO DATA

The Subrecipient shall provide access to data generated under this subaward to the Agency, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subrecipient's reports, including computer models and methodology for those models.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this subaward shall be made by the Agency.

3. AMENDMENTS

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

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Subrecipient must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. ANTITRUST

The Subrecipient hereby assigns to Agency any and all of its claims for price fixing or overcharges, which arise under federal or state law relating to the goods, products, or services purchased under this subaward.

6. ASSIGNMENT

Neither this subaward, nor any claim arising under this subaward, shall be transferred or assigned by the Subrecipient without prior written consent of the Agency.

Subrecipient may not assign its rights under this Subaward without Department of Natural Resources (DNR) prior written consent and DNR may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Subrecipient provides written notice to DNR within thirty (30) calendar days, Subrecipient may assign its rights under this Subaward in full to any parent, subsidiary, or affiliate of the Subrecipient that controls or is controlled by or under common control with the Subrecipient, is merged or consolidated with the Subrecipient, or purchases a majority or controlling interest in the ownership or assets of the Subrecipient. Unless otherwise agreed, the Subrecipient guarantees prompt performance of all obligations under this Subaward notwithstanding any prior assignment of its rights.

7. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce subaward terms, each party agrees to bear its own attorney fees and costs.

8. COMPLIANCE WITH APPLICABLE LAW

At all times during the term of the subaward, the Subrecipient shall comply with all applicable laws.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Subrecipient shall not use or disclose any information concerning the Agency, or information that may be classified as confidential, for any purpose not directly connected with the administration of this subaward, except with prior written consent of the Agency, or as may be required by law.

10. CONFLICT OF INTEREST

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

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

11. COPYRIGHT PROVISIONS

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

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

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

The Subrecipient shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this subaward, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this subaward.

The Agency shall receive prompt written notice of each notice or claim of infringement received by the Subrecipient with respect to any data delivered under this subaward. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Subrecipient.

12. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no person or selling Agent has been employed or retained to solicit or secure this subaward upon a subaward or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established Agents maintained by the Subrecipient for securing business.

The Agency shall have the right, in the event of breach of this clause by the Subrecipient, to annul this subaward without liability or, in its discretion, to deduct from the subaward price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DEFAULT

Subrecipient shall be in default if it is in material breach of any term or condition of the subaward. The time of default shall begin when the material breach occurs or after any applicable opportunity to cure period lapses, whichever is later.

14. DELIVERY, INSPECTION, REJECTION, CURE:

6. **TIME OF THE ESSENCE:** Time is of the essence in the performance of the subaward.
7. **SHIPPING & RISK OF LOSS.** All goods subject to the Subaward shall be shipped F.O.B. destination. Risk of loss of the goods shall pass to the Agency at the time the goods are accepted by the Agency.
8. **INSPECTION:** The Agency's inspection of all goods upon delivery is for the sole purpose of identification. Such inspection shall not be construed as acceptance of the goods.
9. **REJECTION:** The Agency may reject any nonconforming Deliverables by reasonably notifying the Subrecipient in writing.
10. **OPPORTUNITY TO CURE:** Subrecipient shall have the right to cure the materiality of any breach prior to the time for performance under the Subaward. This right to cure terminates upon the time for performance.

15. DEFINITIONS

Definitions for the purposes of this subaward include:

AGENCY – any state office or activity of the executive and judicial branches of state government, including state agencies, departments, offices, divisions, boards, commissions, institutions of higher education as defined in RCW 28B.10.016, and correctional and other types of institutions.

AGENT – Personnel authorized to act on behalf of the Agency for matters contained within.

BUSINESS DAYS – Monday through Friday, 8AM to 5PM, Pacific Standard Time, or, Pacific Daylight Time, Olympia, Washington, USA.

CALENDAR DAY – Midnight to midnight, any day of the week.

CFR - Code of Federal Regulations. All references in this subaward to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <https://www.ecfr.gov/>

DEBARMENT – an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

DNR – Washington State Department of Natural Resources, an Agency of the State of Washington, and any division, section, office, unit or other entity of, or any of the officers or other officials lawfully representing the department.

EQUIPMENT – products or materials having a fair market value of \$5,000 or more per unit and a useful life of over one year.

GOODS – products, materials, supplies, or equipment provided by a Subrecipient

PURCHASE – the acquisition of goods or services, including the leasing or renting of goods.

RCW – Revised Code of Washington. All references in this subaward to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/RCW/>.

SERVICES – labor, work, analysis, or similar activities provided by a Subrecipient to accomplish a specific scope of work.

SUBAWARD – an agreement between DNR and Subrecipient that includes terms and conditions, all appendices, and exhibits, associated Statements of Work (e.g. Subaward), and all amendments awarded.

SUBCONTRACTOR – one not in the employment of the Subrecipient, who is performing all or part of the business activities related to this subaward under a separate contract with the Subrecipient. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.

SUBRECIPIENT – a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

Characteristics indicative of a federal award received by a SUBRECIPIENT are when the organization:

1. Determines who is eligible to receive what federal financial assistance;
2. Has its performance measured against whether the objectives of the federal program are met;
3. Has responsibility for programmatic decision making;
4. Has responsibility for adherence to applicable federal program compliance requirements;
5. Uses the federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;
6. Operates on the basis of allowable costs no payment above cost is allowed; and

7. May be required to match or share costs of the program.

USEFUL LIFE - useful service life as based upon the United States Department of Treasury, Internal Revenue Service, policies on depreciation for tax purposes, unless the subrecipient or subcontractor documents in writing some different period that the DNR agrees to in writing.

VENDOR – individual, firm, organization, company or other entity offering products and/or services.

WORKING DAYS – Midnight to midnight, Monday through Friday, excluding weekends and state legal holidays.

16. DISALLOWED COSTS

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

17. DISPUTES

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

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

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

18. DUPLICATE PAYMENT

The Agency shall not pay the Subrecipient, if the Subrecipient has charged or will charge the State of Washington or any other party under any other subaward or agreement, for the same goods delivered or services rendered.

19. ENVIRONMENTAL CONSIDERATIONS

Environmental considerations do not apply to this subaward.

20. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS

MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Contractor Certification – Executive Order 18-03 Worker's Rights, and Subrecipient represents and warrants, as previously certified in Subrecipient's bid, quotation and/or proposal submission, that Subrecipient does NOT

require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Subrecipient further represents and warrants that, during the term of this subaward, Subrecipient shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

21. FUNDING SOURCE

At all times during the course of this subaward, the Subrecipient must comply with applicable laws, rules, policy and regulations required by the source of funding for the subaward. If this subaward is funded by a grant, the terms and conditions required by the granting entity are attached as Exhibit B.

22. GOVERNING LAW

This subaward shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

23. HARASSMENT

Per [RCW 43.01.135](#), Sexual harassment in the workplace, Agency Subrecipients hereby have access to DNR Policy PO01-052 Sexual Harassment:

https://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf

24. INDEMNIFICATION

To the fullest extent permitted by law, Subrecipient shall indemnify, defend, and hold harmless the State, agencies of State and all officials, Agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the subaward. "Claim," as used in this subaward, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

Subrecipient's obligations to indemnify, defend, and hold harmless includes any claim by Subrecipients' Agents, employees, representatives, or any Subcontractor or its employees.

Subrecipient expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incidental to Subrecipient's or any Subcontractor's performance or failure to perform the contract. Subrecipient's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its Agents, agencies, employees and officials.

Subrecipient waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, Agents or employees.

25. INDEPENDENT CAPACITY OF THE SUBRECIPIENT

The parties intend that an independent Subrecipient relationship will be created by this subaward. The Subrecipient and his or her employees or Agents performing under this subaward are not employees or Agents of the Agency. The Subrecipient will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will

the Subrecipient make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Subrecipient.

26. INDUSTRIAL INSURANCE COVERAGE

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

27. INTERGRATION

The subaward contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of the subaward shall be deemed to exist or to bind any of the parties hereto.

28. LICENSING, ACCREDITATION AND REGISTRATION

The Subrecipient shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this subaward.

29. LIMITATION OF AUTHORITY

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

30. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

31. NONDISCRIMINATION

During the performance of this subaward, the Subrecipient shall comply with all federal and state nondiscrimination laws, regulations, and policies.

32. PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this subaward shall be protected against unauthorized use, disclosure, modification or loss. Subrecipient shall ensure its directors, officers, employees, Subcontractors or Agents use personal information solely for the purposes of accomplishing the delivery of goods or rendering of services as set forth herein. Subrecipient and its Subcontractors agree not to release,

divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

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

33. PUBLICITY

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

34. RECORDS MAINTENANCE

The Subrecipient shall maintain books, records, documents, data and other evidence relating to this subaward and performance of services rendered and/or delivery of goods as described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this subaward.

Subrecipient shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the subaward, shall be subject at all reasonable times to inspection, review or audit by the Agency, personnel duly authorized by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or subaward.

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

35. REGISTRATION WITH DEPARTMENT OF REVENUE

The Subrecipient shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this subaward.

36. REMEDIES:

5. With respect to any nonconforming Deliverables, the Agency may elect to do one or more of the following:
 - e. **SPECIFIC PERFORMANCE:** If the Deliverables are unique, sole sourced, or otherwise deemed by the Agency to be unavailable elsewhere, the Agency may demand specific performance.
 - f. **COVER:** The Agency may obtain substitute Deliverables and charge the Subrecipient the difference between the cost of the substitute Deliverables and the contracted for price.
 - g. **PRICE REDUCTION:** The Agency may retain nonconforming Deliverables and equitably reduce the price of the subaward based on the difference between the contracted for price and the fair market value of the nonconforming Deliverables.
 - h. **RETURN:** The Agency may return or set aside for pickup by the Subrecipient any nonconforming goods and terminate the subaward for cause.

6. The Subrecipient shall be liable for all compensatory, incidental and consequential damages caused by any breach of the subaward. At the sole option of the Agency, such damages may be recovered, in whole or in part, by price reduction or credit against any amounts that may be owed to the Subrecipient under the subaward.
7. The agency's total liability for all damages arising out of or related to the subaward shall in no event exceed the purchase price of the subaward. Furthermore, in the event of a termination of the subaward, the agency's total liability for all damages arising out of or related to the subaward shall not exceed the purchase price of goods delivered or services rendered prior to the effective date of the termination.
8. The rights and remedies provided by the subaward are cumulative and are not exclusive of any other or additional rights or remedies available at law and in equity.

37. RIGHT OF INSPECTION

The Subrecipient shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized Agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this subaward.

38. SAVINGS

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

39. SEVERABILITY

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

40. SITE SECURITY

While on Agency premises, Subrecipient, its Agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

41. SUBCONTRACTING

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

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

42. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subrecipient or its staff shall be the sole responsibility of the Subrecipient.

43. TERMINATION FOR CAUSE

In the event the Agency determines the Subrecipient has failed to comply with the conditions of this subaward in a timely manner, the Agency has the right to suspend or terminate this subaward. Before suspending or terminating the subaward, the Agency shall notify the Subrecipient in writing (including email) of the need to take corrective action. If corrective action is not taken within 30 calendar days, the subaward may be terminated or suspended.

In the event of termination or suspension, the Subrecipient shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original subaward and the replacement or cover subaward and all administrative costs directly related to the replacement subaward, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The Agency reserves the right to suspend all or part of the subaward, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subrecipient or a decision by the Agency to terminate the subaward. A termination shall be deemed a "Termination for Convenience" if it is determined that the Subrecipient: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the Agency provided in this subaward are not exclusive and are, in addition to any other rights and remedies, provided by law.

44. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this subaward, the Agency may, by 10 calendar days written notice (including email), beginning on the second calendar day after the notice is sent, terminate this subaward, in whole or in part. If this subaward is so terminated, the Agency shall be liable only for payment required under the terms of this subaward for goods delivered or services rendered prior to the effective date of termination.

45. TERMINATION PROCEDURES

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

The Agency shall pay to the Subrecipient the agreed upon price, if separately stated, for goods or services accepted by the Agency, and the amount agreed upon by the Subrecipient and the Agency for (i) goods delivered or services rendered for which no separate price is stated, (ii) partially completed goods delivered or services rendered, (iii) other goods delivered or services rendered that are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability of the

Agency. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this subaward. The Agency may withhold from any amounts due the Subrecipient such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

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

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

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

46. TREATMENT OF ASSETS

7. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Subrecipient, for the cost of which the Subrecipient is entitled to be reimbursed as a direct item of cost under this subaward, shall pass to and vest in the Agency upon delivery of such property by the Subrecipient. Title to other property, the cost of which is reimbursable to the Subrecipient under this subaward, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this subaward, or (ii) commencement of use of such property in the performance of this subaward, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
8. Any property of the Agency furnished to the Subrecipient shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this subaward.
9. The Subrecipient shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Subrecipient or which results from the failure on the part of the Subrecipient to maintain and administer that property in accordance with sound management practices.
10. If any Agency property is lost, destroyed or damaged, the Subrecipient shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.

11. The Subrecipient shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this subaward.
12. All reference to the Subrecipient under this clause shall also include Subrecipient's employees, Agents or Subcontractors.

47. U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at [U.S. Treasury Specially Designated Nationals And Blocked Persons List](#). Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

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

48. WAIVER

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

49. WARRANTIES

Subrecipient warrants that all Deliverables provided under this subaward shall be fit for the purpose(s) for which intended, are merchantable, and shall conform to the requirements and specifications herein.

SUBAWARD EXHIBIT A.2**FEDERAL SUBAWARD TERMS AND CONDITIONS****1. COMPLIANCE WITH FEDERAL REGULATIONS**

The SUBRECIPIENT and its consultants and subcontractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. The SUBRECIPIENT and its consultants and subcontractors shall timely obtain all permits and approvals necessary to lawfully implement the project. The SUBRECIPIENTs and its subcontractors and consultants shall include in all contracts, subcontracts, and purchase orders for this project the following list of laws and regulations and shall require compliance with such laws and requirements:

- 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to non-discrimination in performance of the project and to the benefits.
- 2) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended.
- 3) Executive Order 11246 dealing with non-discrimination in employment as amended by Executive Orders 11375.

2. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM)

Subrecipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or award term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For the purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

3. COPYRIGHTING

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This provision includes:

- The copyright in any work developed by subrecipient under this subaward.
- Any right of copyright to which subrecipient purchase(s) ownership with any federal contributions.

4. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL

Subrecipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

“In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national

origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- 1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
- 2) Fax: (833) 256-1665 or (202) 690-7442; or*
- 3) Email: program.intake@usda.gov."*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

5. CONFLICT OF INTEREST AND CODE OF CONDUCT

The SUBRECIPIENT covenants that no person who presently exercises any functions or responsibilities in connection with the United States Forest Service (USFS) Program has any personal financial interest, direct or indirect, in this subaward. The SUBRECIPIENT further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The SUBRECIPIENT further covenants that in the performance of this subaward, no person having any conflicting interest will be employed. Any interest on the part of the SUBRECIPIENT or its employees must be disclosed to the DNR.

No officer, employee or agent of the SUBRECIPIENT shall participate in the selection, award, or administration of activity funded in whole or in part with USFS funds if a conflict of interest, real or apparent, would exist, nor shall their families, or those with whom they have business ties, so benefit.

In addition to the above, no official, employee, or agent of any federal, state, or local government for the area in which the project is located, nor members of their families, nor those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds for work accomplished in support of this subaward, nor shall they have or acquire any interest, direct or indirect, in the project area which would conflict in any manner or degree with the project.

6. LOBBYING AND LITIGATION

Subrecipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. Subrecipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. All contracts awarded by Subrecipient shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

7. CERTIFICATION REGARDING LOBBYING

SUBRECIPIENT certifies, to the best of their knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

8. TRAFFICKING IN PERSONS

- 1) Provisions applicable to a subrecipient that is a private entity.

- a. You as the subrecipient and your employees, may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - b. The Federal awarding agency may unilaterally terminate this award, without penalty, if a Subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - 1. Associated with performance under this award; or
 - 2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
- 2) Provision applicable to a subrecipient other than a private entity. The Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
- 3) Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- 4) Definitions. For purposes of this award term:
- a. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or

individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

- b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - 2. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

9. DRUG-FREE WORKPLACE

- 1) Recipient agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions Recipient will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - i. Shall abide by the terms of the statement, and
 - ii. Shall notify Recipient in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2) Recipient agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
- 3) Without the Program Manager’s expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
- 4) Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee’s position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Recipient learns of the conviction.
- 5) Within 30 calendar days of learning about an employee’s conviction, Recipient must either

- a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
- b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

10. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

- 1) The subrecipient may not require its employees, contractors, or second tier subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- 2) The subrecipient must notify its employees, contractors, or second tier subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
- 3) The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- 4) If the Department of Natural Resources determines that the subrecipient is not in compliance with this award provision, it;
 - a. Will prohibit the subrecipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the subrecipient's material failure to comply with award terms and conditions.

11. ELIGIBLE WORKERS

Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Subrecipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

12. FREEDOM OF INFORMATION ACT (FOIA)

Public access to subaward or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

13. TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned

vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All subrecipients, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

14. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM

As a subrecipient of USDA financial assistance, you will comply with the following:

- 1) Do not discriminate against applicants for sub-grants on the basis of their religious character.
- 2) 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
- 3) Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The subrecipient is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- 1) procure or obtain, extend or renew a contract to procure or obtain;
- 2) enter into a contract (or extend or renew a contract) to procure; or
- 3) obtain the equipment, services or systems.

SUBRECIPIENT AUDIT REQUIREMENTS

A nonprofit organization must comply with all federal audit requirements, including: The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, as well as any other applicable law or regulation that may be enacted or promulgated by the federal government.

For years beginning on or after December 26, 2014, a local government or nonprofit organization that expends federal awards of \$750,000 or more during its fiscal year, either received directly from the federal government, indirectly from a pass-through entity, or a combination of both, to carry out a federal program, is required to have an audit made in accordance with the provisions outlined in 2 CFR Part 200.501.

1. The SUBRECIPIENT shall:
 - a. Inform the DNR Subaward Manager in advance of the date and time of the Auditor's exit interview with the SUBRECIPIENT so that a DNR representative can be present if the DNR so desires.
 - b. Submit an independent auditor's financial statement report, the 2 CFR 200 Subpart F: Audit Requirement (single audit) reports, and the management letter (collectively

referred to as “reports”) to the DNR within thirty (30) calendar days following the issuance of such reports.

- c. Provide comments on any findings and recommendations in the reports, including a plan for corrective action for any findings.
- d. Ensure the working papers of the reports are available to the DNR
- e. Submit reports to the DNR Subaward Manager annually if the SUBRECIPIENT receives an annual audit due to requirements other than stated in this subaward.

In the event the SUBRECIPIENT’s independent auditor does not provide the assurances necessary to satisfy federal and/or state audit requirements, the DNR retains the right to request a full audit and the SUBRECIPIENT will be responsible for any and all costs incurred in order to provide the required audit and assurances.

If a SUBRECIPIENT is not required to obtain Single Audit, DNR, at its discretion, may require the SUBRECIPIENT to obtain an independent review or an independent audit, at the SUBRECIPIENT’s expense, conducted by an independent CPA. A-133 (single audit) requirements may also apply.

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 23-DG-11062765-080
Between
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
And The
USDA, FOREST SERVICE
PACIFIC NORTHWEST REGION
STATE, PRIVATE & TRIBAL FORESTRY**

Project Title: Washington Urban and Community Forestry Inflation Reduction Law State Funding

Upon execution of this document, an award to Washington State Department of Natural Resources, hereinafter referred to as "Recipient," in the amount of \$6,000,000.00, is made under the authority of Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727 Inflation Reduction Act Urban & Community Forestry. Washington Department of Natural Resources accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 06/15/2023, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will be directed to disadvantage communities. The prime recipient's approved match waiver rate must be carried forward and applied to all of the prime subawards executed under this agreement.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at the U.S. Forest Service Administrative Contact found in Section B..

The following administrative provisions apply to this award:

- A. LEGAL AUTHORITY. Recipient shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper



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planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Ben Thompson, Urban & Community Forestry Program Manager MS 47000 Olympia, WA 98504 Telephone: 360-485-8651 Email: Ben.Thompson@dnr.wa.gov	Sydney Debien, Assistant Contracts & Procurement Administrator MS 47000 Olympia, WA 98504 Telephone: 360-890-6283 Email: Sydnev.Debien@dnr.wa.gov

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Stephen Baker, Urban & Community Forestry Program Manager 1220 SW 3 rd Ave Portland, OR 97202 Telephone: 503-964-4291 Email: stephen.baker@usda.gov	Brian Hoeh 3200 SW Jefferson Way Corvallis OR 97394 Telephone: 541-515-4927 Email: brian.hoeh@usda.gov

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Recipient shall maintain current organizational information and the original Unique Entity Identifier (UEI) in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or award term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For the purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- D. **ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.** Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

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Award Number: 23-DG-11062765-080

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov	stephen.baker@usda.gov
FAX: 877-687-4894	
POSTAL: Albuquerque Service Center Payments -B&F Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109	

- E. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is **37.6%** as shown in the NICRA provided by the Cooperator.

As new NICRAs are agreed to between Recipient and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, Recipient shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

- F. ELECTION OF DE MINIMIS INDIRECT RATE. Recipient has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as Recipient chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.
- G. PRIOR WRITTEN APPROVAL. Recipient shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.


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Award Number: 23-DG-11062765-080

- H. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- I. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is five years from the date of final signature. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- J. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

 9/18/2023

 GEORGE GEISSLER, State Forester Date
 Washington State Department of Natural Resources

_____ Date
 CHAD T. DAVIS, Director
 State, Private & Tribal Forestry
 Alaska and Pacific Northwest Regions

The authority and the format of this award 23-DG-11062765-080 have been reviewed and approved for signature.

BRIAN HOEH Digitally signed by BRIAN HOEH
Date: 2023.09.15 08:19:40 -07'00'

 BRIAN HOEH Date
 Forest Service Grants Management Specialist

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Recipient may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to Recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Recipient or any third party.
- C. NOTICES. Any notice given by the Forest Service or Recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Recipient, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending December 31 and June 30. The final SF-425 (and SF-

DocuSign Envelope ID: 303CB8C5-5446-4512-8537-CCB76D9A750D
Award Number: 23-DG-11062765-080

425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

Recipient shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending December 31 and June 30. The final performance report shall be submitted either with Recipient's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- G. NOTIFICATION. Recipient shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for Recipient to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Recipient when permission is granted.
- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of Recipient's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Recipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

Recipient may call on Forest Service's Office of Communication for advice regarding public notices. Recipient is requested to provide copies of notices or announcements to

DocuSign Envelope ID: 303CB8C5-5446-4512-8537-CCB76D9A750D
Award Number: 23-DG-11062765-080

the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Recipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- M. COPYRIGHTING. Recipient is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by Recipient under this award.
- Any right of copyright to which Recipient purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Recipient shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained

DocuSign Envelope ID: 303CB8C5-5446-4512-8537-CCB76D9A750D
Award Number: 23-DG-11062765-080

online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:
"This institution is an equal opportunity provider."

O. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish Recipient a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, Recipient appeal(s) the decision to the Forest Service's Deputy Chief, State, Private & Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Deputy Chief, SPTF, Recipient shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Deputy Chief, SPTF is final.
5. The final decision by the Deputy Chief, SPTF does not preclude Recipient from pursuing remedies available under the law.

P. AWARD CLOSEOUT. Recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Recipient must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow

DocuSign Envelope ID: 303CB8C5-5446-4512-8537-CCB76D9A750D
Award Number: 23-DG-11062765-080

and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- R. DEBARMENT AND SUSPENSION. Recipient shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Recipient or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.
- All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.
- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- T. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

DocuSign Envelope ID: 303CB8C5-5446-4512-8537-CCB76D9A750D
Award Number: 23-DG-11062765-080

- i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)".
3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjecting to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":

DocuSign Envelope ID: 303CB8C5-5446-4512-8537-CCB76D9A750D
Award Number: 23-DG-11062765-080

- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

U. DRUG-FREE WORKPLACE.

1. Recipient agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions Recipient will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify Recipient in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. Recipient agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. Recipient agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on

which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Recipient learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, Recipient must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- V. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.
1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 4. If the Government determines that the recipient is not in compliance with this award provision, it:
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.
- W. ELIGIBLE WORKERS. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- X. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

DocuSign Envelope ID: 303CB8C5-5446-4512-8537-CCB76D9A750D
Award Number: 23-DG-11062765-080

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- Z. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- AA. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.
- In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:
- (1) procure or obtain, extend or renew a contract to procure or obtain;
 - (2) enter into a contract (or extend or renew a contract) to procure; or
 - (3) obtain the equipment, services or systems.
- BB. JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a sub-award or contract to be executed under this agreement, the cooperator may consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB 23-09.

ATTACHMENT B: 2 CFR PART 170**Appendix A to Part 170—Award Term****I. Reporting Subawards and Executive Compensation****a. Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
 1. *Federal Agency* means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. *Non-Federal entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry

DocuSign Envelope ID: 303CB8C5-5448-4512-8537-CCB76D9A750D
Award Number: 23-DG-11062765-080

- out the project or program (for further explanation, see 2 CFR 200.331).
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- 5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- 6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

DocuSign Envelope ID: 303CB8C5-5446-4512-8537-CCB76D9A750D
Award Number: 23-DG-11062765-080

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

SUBAWARD EXHIBIT B

SCOPE OF WORK

Costs per task are best estimates based on the Subrecipient's application; transfer of funds between tasks is allowable with written approval from DNR Project Manager

EXHIBIT F – PROJECT PROPOSAL FORM



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

2024 Washington Community Forestry Assistance Grant

Section I — PROPOSAL SUMMARY

Complete all fields and provide a signature. Applicants will also be required to enter the information from Section I in the on-line submission form.

Name of Proposed Project (not to exceed 5 words): _____

Location (City): _____

Project GIS Coordinates (*reference point*): Latitude, - Longitude

Address and Contact Information for the Organization Applying for the Grant

Applicant Name: _____

Organization UBI Number: _____ Employer Identification Number: (EIN#)

Mailing Address _____

City _____ State _____ Zip Code _____

Applicant Contact Person _____ E-mail Address _____

Title/Role with Organization _____ Phone number _____

Score of project location according to the Washington Environmental Health Disparities Map: _____

Project location is identified disadvantaged according to the Climate and Economic Justice Screening Tool
 Y N

Tree Equity Score (if applicable): _____

Brief Summary of the project (*not to exceed 3 lines of text*):

Click or tap here to enter text.

Budget Summary (*Summarize total amounts from the budget worksheet. Round to the nearest dollar.*)

Grant funds requested \$ _____

Matching funds provided (not required) \$ _____

Funding requested (based on Grant funds requested):

\$10,000 - \$49,999 \$50,000 - \$199,999 \$200,000 - \$350,000

By signing this form, the undersigned agrees all information is accurate to the best of their knowledge.

Name and Title of Authorized Representative *Date*

Signature of Authorized Representative *Date*

Section II — PROPOSAL NARRATIVE

Applicants must address each item within the length described. Text must be Arial, size 9, and single spaced.

1. PROJECT DESCRIPTION (not to exceed 2 pages in length)

Describe the purpose, scope, and timeline of your project, as well as the location and community setting. Include details on roles and responsibilities of partners and projects participants; how the project addresses urban and community forest management; and, identify the benefits of the project for promoting equity and environmental justice within the community.

2. ACTIVITIES (not to exceed 2 pages in length)

Project activities are the work for which the applicant is requesting funding. Tasks are the major steps required to complete the activity. Deliverables are the results of the tasks or activities and are provided to DNR as evidence of completion. Provide a bulleted list of project tasks and break out each one into associated deliverables.

- Activity 1:
 - Task 1.1:
 - Deliverable 1.1(a):
 - Task 1.2:
 - Deliverable 1.2(a):
 - Etc.

- Activity 2:
 - Task 2.1:
 - Deliverable 2.1(a):
 - Task 2.2:
 - Deliverable 2.2(a):
 - Etc.

- Activity 3:
 - Task 3.1:
 - Deliverable 3.1(a):
 - Task 3.2:
 - Deliverable 3.2(a):
 - Etc.

3. OTHER OUTCOMES/PROJECT CONTEXT (not to exceed one page in length)

Describe other project outcomes or components unique to the project that may add value or context. Examples could be, but are not limited to: innovative methods such as new technology or techniques; partnerships or cooperative ventures important to the success of the project; addressing environmental justice and health disparity issues; history of involvement with community; description of how residents are part of the project's decision-making process; community involvement in stewardship or advocacy activities.

Section III — PROPOSAL BUDGET WORKSHEET and SAMPLE BUDGET

I, applicant, am submitting a project budget as a separate document in lieu of this template, *see section 3.4 of the RFA for details*. (Budget sheet is not to exceed 2 pages in length)

Name of Proposed Project: _____

Applicant/Organization Name: _____

EXPENSE	Grant Funds*	Applicant Match	In-Kind Match	Non-Applicant Cash Match	TOTAL PER EXPENSE
Activity 1					
Task 1.1					
Task 1.2					
Task 1.3					
Activity 2					
Task 2.1					
Task 2.2					
Task 2.3					
TOTAL PER FUND CATEGORY					

* Only grant funds are scored. Matching funds are not required but should be included if applicable.

SAMPLE BUDGET

Project Name Inventory and Management Plan

Applicant Organization City of Forestree

In this example, the City of Forestree is applying for a 2024 Community Forestry Assistance Grant to do an urban forestry inventory and management plan. They plan to conduct an inventory with support from a contractor, in-house staff and help from a volunteer group. They plan to contract with a consultant to analyze data and write the management plan.

The inventory, data analysis, and management plan components are separated in this sample budget. In addition, each component is broken down into line item tasks that clearly show the associated costs, and how the Applicant expects to account for those costs.

EXPENSE	Grant Funds*	Applicant Match	In-Kind Match	Non-Applicant Cash Match	TOTAL PER EXPENSE
Activity 1: Tree Inventory					
Task 1.1 Data Collection					
Consultant collects data Deliverable 1.1(a): completed plan	\$10,000				\$10,000
Staff collect data and supervise volunteers		\$6,000			\$6,000
Volunteers collect data 15 @ \$37.63/hr * 28 total hours			\$15,805		\$15,805
Task 1.2 Purchase tree inventory software					
“Brand Name” inventory software Deliverable 1.2(a): proof of purchase	\$1,000	\$1,000			\$2,000
Task 1.3 Training for volunteers					
Four 1-hour training sessions	\$1,000	\$2,000	\$2,000		\$5,000
Activity 2: Data Analysis					
Task 2.1					
Consultant to analyze data Deliverable 2: results of analysis	\$6,000				\$6,000
Activity 3: Management Plan					
Consultant writes and submits plan Deliverable 3(a): completed plan	\$7,000				\$7,000
Printing (Generous benefactor) – 1,000 copies				\$1,000	\$1,000
TOTAL PER FUND CATEGORY	\$25,000	\$9,000	\$17,805	\$1,000	\$52,805

* Only grant funds are scored. Matching funds are not required but should be included if applicable.