STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
OLYMPIA, WASHINGTON

2020 COMMUNITY FORESTRY ASSISTANCE GRANT

REQUEST FOR APPLICATION (RFA): DNR 20-26

APPLICATION DUE DATE: December 12, 2019 – by 4:00 PM, *Pacific Daylight Time*, Olympia, Washington, USA.

APPLICATION COORDINATOR: Linden Lampman

ESTIMATED TIME-PERIOD FOR GRANT AGREEMENT: May 1, 2020 – April 30, 2021

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1 INTRODUCTION AND SCHEDULE OF ACTIVITIES

1.1 PURPOSE

The expanded forestry title of the 1990 Farm Bill includes authorization of the Community Forestry Assistance Program. This program was re-authorized in the most recent Farm Bill (2018) and funding has been provided to the USDA Forest Service to implement the program. The USDA Forest Service, in turn, has allocated funds to the Washington State DNR Urban and Community Forestry Program to distribute and administer.

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

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

The intent of this grant is to assist communities in planning and implementing projects that are within the scope of a community forest management plan, but which may not otherwise receive local funding.

DNR intends to award multiple grant agreements to provide the services described in this RFA. Work is to be performed and/or services delivered in all counties of Washington State.

1.2 SCOPE

The objective of this RFA is to assist communities to develop urban forest planning and programming tools and activities that may not otherwise receive local funding. Grant funds may not be used to meet ordinary maintenance and operating expenses.

All Grantees will be required to submit a mid-report and a final report to DNR at the conclusion of the project documenting the activities undertaken, barriers and lessons learned, maps and other relevant graphics and the deliverables and outcomes achieved.

Projects must be located on public property, or be open to public access. Applicants must collaborate with city or town officials on projects located on public property

Eligible projects in support of this RFA's objective include the following activities:

- Conduct tree resource inventories (https://www.vibrantcitieslab.com/toolkit/street-tree-inventory/) that result in community tree maintenance and/or management plans, all completed within the grant timeline. Applicants must contact the Application Coordinator (see section 1.5) to discuss inventory projects before submitting an application.
- Develop a management plan (https://www.vibrantcitieslab.com/toolkit/plan-the-total-program/) for trees and associated resources in the community, including open space and green infrastructure.
- Prune trees (https://hort.ifas.ufl.edu/woody/pruning.shtml) to restore the health and structural stability of trees within the community forest, and implement objectives identified within a management plan.
- Tree planting that implements objectives within an existing management plan.
- Develop a community tree standards of care manual. (http://www.ci.dupont.wa.us/DocumentCenter/View/1982/City-of-DuPont-Tree-Care-Guidelines-2017?bidId=)
- Analyze community forest resource data, including canopy assessments (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.

- Tree planting to replace trees lost within the last three years as a result of 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 maintain trees.
- Establishment of a "food forest" (https://permaculturenews.org/2019/04/16/what-is-a-food-forest/) or community orchard, (must include provisions for long-term care and maintenance)
- Educational assistance to expand knowledge and enhance the technical skills of individuals involved in community tree care, planning, development and maintenance activities such planting and pruning.

1.3 MINIMUM QUALIFICATIONS

A. Applicants must be a local or tribal government and educational institution in Washington State.

Non-profit organizations and community tree volunteer groups or neighborhood associations, are not eligible to apply. However, they are encouraged to develop proposals in partnership with one of the eligible entities listed above.

Applicants who do not meet the minimum qualifications and/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 resulting from this competitive grant is tentatively scheduled to begin on or about May 1, 2020 and end on April 30, 2021. The period of performance for UCF planning projects (management or strategic plans) may be eligible for extensions beyond one year. Contact the UCF Program Manager for more information.

1.5 APPLICATION COORDINATOR

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

APPLICATION COORDINATOR	
NAME:	Linden Lampman Urban and Community Forestry Program Manager
E-MAIL ADDRESS:	Linden.Lampman@dnr.wa.gov
MAILING ADDRESS:	1111 Washington Street SE MS 47037
CITY, STATE, ZIP:	Olympia, WA 98504-7037
PHONE NUMBER:	(360) 902-1703
FAX NUMBER:	(360) 902-1757

1.6 SCHEDULE OF GRANT ACTIVITIES

SCHEDULE OF GRANT ACTIVITIES	
ISSUE REQUEST FOR APPLICATION DATE RFA IS POSTED ON PUBLIC WEBPAGE	10/15/2019
APPLICATIONS DUE DEADLINE FOR DNR RECEIPT OF APPLICATIONS	12/12/19; 4:00 PM Pacific Daylight Time
EVALUATE APPLICATIONS PERIOD OF TIME WHEN APPLICATIONS WILL BE EVALUATED BY DNR	January 2020
ANNOUNCE GRANTEE(S) AWARD DATE	1/31/20
NOTIFY UNSUCCESFUL APPLICANTS UNSUCCESSFUL APPLICANTS WILL BE NOTIFIED VIA EMAIL	1/31/20
FINALIZE GRANT AGREEMENT(S) DATE RANGE DNR EXPECTS GRANT AGREEMENTS TO BE FINALIZED	February 2020
BEGIN WORK DATE DNR EXPECTS THE WORK TO BEGIN	5/1/20
MID-REPORT DEADLINE FOR DNR RECEIPT OF MID-REPORT	11/1/20
END OF WORK DATE DNR EXPECTS THE WORK TO END	4/30/21
FINAL REPORT DUE FINAL DATE GRANTEES MAY SUBMIT FINAL REPORT	5/31/21
THE AGENCY RESERVES THE RIGHT TO REVISE THE ABOVE SCHEDULE.	

1.7 FUNDING

The total funding available is $60,000. Applications must be a minimum of $5,000 and may not exceed $20,000.

There is a requirement to provide 100% matching funds for the grant amount requested in the application. Refer to Section 3.4 – Budget for more information about matching funds.

Purchase of goods and/or services resulting from this competitive grant will be funded by federal dollars. Terms and conditions for the funding source are included in Exhibit E – Sample Grant Agreement, WA State Department of Natural Resources General Terms and Conditions, and Minimum Federal Provisions.

Funds will be disbursed to Grantees through reimbursement based upon the completion of activity(s) and task(s) outlined in the Scope of Work. Grantees will not be reimbursed for any work that occurs before a fully executed grant agreement is in place.

1.8 ADA

The Agency complies with the Americans with Disabilities Act (ADA). Applicants may contact the Application Coordinator listed above to receive this solicitation in Braille or on tape.

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 an application that includes current or former state employees.

2.2 DEFINITIONS

Definitions for the purposes of this competitive grant 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 individual or entity who submits an application in response to a competitive grant issued for goods and/or services by the Agency.

APPLICATION – a formal offer, submitted by an individual or entity, in response to this competitive grant.

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

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.

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.

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

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

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

SUBCONTRACTOR – one not in the employment of the Grantee, who is performing all or part of the business activities related to this competitive grant under a separate contract with the Grantee. 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.

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

2.3 TRAINING

Grantees must agree to receive training on grant administration and implementation requirements upon notification of award. Training will be provided through online resources and scheduled within two months of issuing final grant agreements.

2.4 REQUIRED OUTREACH AND PRINTED MATERIALS

Grantees will be required to post a media release to inform the community of the project (template provided upon request) acknowledging Washington Department of Natural Resources and the USDA Forest Service as funding source. See below for statement of acknowledgement.

Upon project completion, applicants must promote the project with a 400-500 word article telling the story of their project including references to DNR and the US Forest Service, local project partners, location, purpose, and outcomes, as well as geo-reference points and up to two high quality images to accompany the article.

All promotional and outreach products generated by the applicant for purposes of this grant must be reviewed by DNR prior to publishing. Promotional and outreach products include, but are not limited to, printed materials, videos, signage, websites, and news releases.

USDA Forest Service support must be acknowledged in any publications, audiovisuals and electronic media developed as a result of this award, USDA Supplemental 2 CFR 415.2, https://www.law.cornell.edu/cfr/text/2/415.2.

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 USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program."*

USDA Equal Opportunity statement must be included in all publications:

> *"The USDA is an equal opportunity provider and employer."*

LOGO USE

In some circumstances, logos from DNR 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 reserves the right to require the use of logos either in conjunction with, or in lieu of the funding acknowledgement.

The USDA Forest Service logo may only be used with prior permission from the USDA Forest Service.

2.5 NOTIFICATION TO APPLICANTS

The Agency will notify the Apparent Successful Grantee(s) of their selection by e-mail upon completion of the evaluation process. Individuals or firms whose applications were not selected for further negotiation or award will be notified separately by January 31, 2020 at the address provided in the proposal.

2.6 DEBRIEF AND APPEAL PROCEDURE

DEBRIEFING OF UNSUCCESSFUL APPLICANTS:

Any Applicant who has submitted an application and been notified that they were not selected for grant 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 Applicant notification is e-mailed to the 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 Applicant's application;
- Critique of the application based on the evaluation; and
- Review of Applicant's final score in comparison with other final scores without identifying the other applicants.

Comparisons between applications, or evaluations of the other applications, will not be allowed. Debriefing conferences may be conducted in person, or on the telephone, and will be scheduled for a maximum of one hour.

APPEAL PROCEDURE:
This procedure is available to Applicants who submitted an application to this competitive grant and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed five (5) business days to file an appeal with the Application Coordinator. Appeals must be submitted in writing via e-mail and signed by the protesting party or an authorized Agent.

The appeal must state the grounds for the appeal 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.
Applicants appealing the decision shall follow the procedures described below. Appeals that do not follow these procedures shall not be considered. This appeal procedure constitutes the sole administrative remedy available to Applicants under this competitive grant.

Only appeals stipulating an issue of fact concerning the following subjects shall be considered:

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

Appeals not based on procedural matters will not be considered. Appeals 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 an appeal, an appeal review will be held by the Agency. All available facts will be considered and the Commissioner of Public Lands or their delegate will issue a decision within five (5) business days of receipt of the protest. If additional time is required, the appealing Applicant will be notified of the delay.

In the event an appeal may affect the interest of another Applicant who submitted an application, such Applicant will be given an opportunity to submit its views and any relevant information on the appeal to the Application Coordinator.

The final determination of the appeal shall:

- Find the appeal lacking in merit and uphold the Agency's action; or
- Find only technical or harmless errors in the Agency's acquisition process conduct and determine the Agency to be in substantial compliance and reject the appeal; or
- Find merit in the appeal and provide the Agency options which may include:
  - Correct the errors and re-evaluate all applications; and/or
  - Reissue the competitive grant document; and/or
  - Make other findings and determine other courses of action as appropriate.

If the Agency determines that the appeal is without merit, the Agency will enter into a contract with the Apparent Successful Grantee(s).

The Agency appeal decision is final and no appeal process will be required. If an appealing Applicant does not accept the Agency appeal response, the Applicant may try to seek relief from Thurston County Superior Court.

2.7 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Applications submitted in response to this competitive grant shall become the property of the Agency. All applications received shall remain confidential until the grant agreement(s), if any, resulting from this solicitation is signed by the Agency and the Apparent Successful Grantee(s); thereafter, the applications shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

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

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

2.8 REVISIONS TO THE COMPETITIVE GRANT

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

2.9 ELIGIBILITY

All applications will be reviewed by the Application Coordinator to determine compliance with administrative requirements and instructions specified in this competitive grant. The Applicant is specifically notified that failure to comply with any part of the competitive grant may result in rejection of application as ineligible.

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

2.10 MOST FAVORABLE TERMS

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

The Apparent Successful Grantee should be prepared to accept this application for incorporation into a grant agreement resulting from this competitive grant. A grant agreement may incorporate some or all of the Applicant’s application. It is understood that the application will become a part of the official grant file on this matter without obligation to the Agency.

2.11 GRANT AGREEMENT AND GENERAL TERMS & CONDITIONS

The awarded Grantee is entering into grant agreement including but not limited to the terms and conditions outlined within the competitive grant, application, all appendices, all exhibits, associated Statements of Work, Purchase Orders, and all amendments awarded.

All exceptions to the grant agreement terms and conditions must be submitted as an attachment to Exhibit C – Certifications and Assurances Form.

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

2.12 FEDERAL AND STATE REGULATIONS

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

2.13 COST TO APPLY

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

2.14 NO OBLICATION TO CONTRACT

This competitive grant does not obligate the State of Washington or the Agency to contract for services specified herein.

2.15 REJECTION OF APPLICATIONS

The Agency reserves the right at its sole discretion to reject all applications received without penalty and not to issue a grant agreement as a result of this competitive grant.

2.16 COMMITMENT OF FUNDS

The Commissioner of Public Lands or their delegate is the only individual who may legally commit the Agency to the expenditures of funds for a grant agreement resulting from this competitive grant. Grantees will not be reimbursed for any work that occurs before a fully executed grant agreement is in place.

2.17 ELECTRONIC PAYMENT

The State of Washington prefers to utilize electronic payment in its transactions. The Apparent Successful Grantee will be provided a form to complete with the contract to authorize such payment method (if applicable).

2.18 INSURANCE COVERAGE

Before using any of said rights granted herein and its own expense, Grantee shall purchase and maintain, or require its Agent(s)/Subcontractor(s) to purchase and maintain, the insurance described within Exhibit E – Sample Grant Agreement and WA State Department of Natural Resources General 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 an Apparent Successful Grantee, the 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

Each applicant may only submit one application for consideration. Applicants are required to read and understand all information contained within this entire application package, including all exhibits. By responding to the competitive grant, 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 1.6 – Schedule of Activities of this competitive grant, or any amendments.

Applications must be **submitted electronically** as an attachment to an e-mail to the Application Coordinator, at the e-mail address listed in Section 1.5 – Application Coordinator. The e-mail subject line and submitted application shall follow the below naming convention:

CFA_2020_*Applicant Name*_Application

Attachments to e-mail shall be in PDF. Maximum file size for an e-mail attachment is 30MB. Zipped files cannot be received by the Agency and cannot be used for submission of application.

Applicants may include up to three additional attachments for supporting documentation such as letters of support, maps, and photos. Additional attachments must use the following file naming convention:

CFA_2020_*Applicant Name_Document Type*

All forms and documents submitted must have a signature of the individual within the organization authorized to bind the Applicant to the offer. The Agency does not assume responsibility for problems with Applicant's e-mail. If the Agency's e-mail 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 e-mail is found to be at fault. All applications and any accompanying documentation become the property of the Agency and will not be returned.

3.2 APPLICANT CHECKLIST

Submit the following applicable documents to the Application Coordinator by the due date indicated within the Section 1.6 – Schedule of Grant Activities of this competitive grant, or any amendments to the schedule. Failure to comply may result in rejection of the application as ineligible. The Agency reserves the right at its sole discretion to waive minor administrative irregularities.

APPLICANT CHECKLIST	
EXHIBIT A – PROJECT PROPOSAL FORM	☐
EXHIBIT B – CERTIFICATIONS AND ASSURANCES FORM	☐
EXHIBIT B – ITEM 7 – EXCEPTIONS TO TERMS AND CONDITIONS	☐
EXHIBIT C – GRANTEE CERTIFICATION – WAGE LAW COMPLIANCE	☐

3.3 PROJECT PROPOSAL (SCORED)

Applicants must use the Project Proposal Form (Exhibit A) to submit an application. Applications that do not use 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. Applicant's name, address, telephone number, fax number, and Federal tax identification number.
c. Contact information for the primary project liaison, including name and email address.
d. Tree City status
e. Brief summary of the project and objective(s).
f. Budget summary. Budget summary totals must match those on the budget worksheet.

B. Proposal Narrative – The Proposal Narrative will clearly tie together Activities and Tasks, Deliverables and Outcomes, Timeline, and Cost. Other details that need to be addressed in each component are outlined below.

a. **Organizational Commitment –** Clearly describe how the goals, mission statement, and/or guiding principles of the Applicant's organization supports urban forest management. Additionally, Applicants must address the following:
   i. Describe support from project partners. Letters of support may be included with applications as separate attachments, see Section 3.1 – Electronic Submission of Applications.
   ii. Sources of matching funds. For more information about matching funds, see Section 3.4 – Budget.

b. **Project Description** – Applicants must describe the purpose of the project and include the following information:
   i. Clearly defined purpose and goal(s) for the project.
   ii. Well-thought-out progression of project activities.
   iii. Timeline with appropriate time frame for the completion of the project.

c. **Deliverables and Outcomes –** Clearly describe the expected deliverables and outcomes resulting from the proposed activities. Applicants must provide the following information:
   i. A clear and comprehensive list of deliverables, which are tangible products, produced throughout the duration of the project.
      1. The following deliverables are required for all Applicants and must be included:
         a. Bi-annual and final project reports
         b. At least one formal press release promoting the project, (template provided upon request).
         c. Upon project completion, applicants must promote the project with a 400-500 word article telling the story of their project including references to DNR and the US Forest Service, local project partners, location, purpose, and outcomes, as well as geo-reference points and up to two high quality images to accompany the article.
      2. Examples of other deliverables include: reports, plans, maps, data, certificates, sign-in sheets, posters, design proofs, presentations, educational materials, press releases, and social media posts.
   ii. A clear list of expected outcomes for the project. Outcomes are qualitative indicators of project success.
      1. Examples of outcomes include: greater awareness of tree issues among staff or the public; support from city council or community members; clarification of codes or policies; streamlined operations; and the formation of a tree board, task force, or working group.
   iii. A clear list of appropriate metrics. Metrics are quantitative measures by which to evaluate project success.

1. Examples of metrics include: 40 hours of training provided to 10 field staff; a minimum of four, 1-hour meetings with project collaborators; and an evaluation of management needs for at least 15 trees.
2. Metrics identified in the proposal may be estimates based on reasonable and explained assumptions. For example, applicants may estimate volunteer participation for a scheduled event.
3. If an awarded project falls short of its metrics, Grantee must include an evaluation of the reasons for the shortfall in the final report, along with possible solutions.

d. **Impact** – Describe how this project satisfies a local need.
   i. Clearly identify the benefits from the project.
   ii. Describe the long-term sustainability of the project.
   iii. Describe the return on investment. What is the degree to which the value of expected results exceeds initial project investments of time and money?

e. **Unique Features –** Describe any features unique to the project. Unique features could be, but are not limited to, the following examples:
   i. Innovative methods, such as new technology or techniques.
   ii. New partnerships or cooperative ventures important to the success of the project.
   iii. Addressing environmental justice issues.
   iv. Community involvement in stewardship and/or advocacy activities.

3.4 BUDGET (SCORED)

To the extent possible, the Applicant is required to submit a fully detailed budget breaking out staff costs, subcontractor costs, and any other expenses necessary to accomplish the proposed activities and tasks, and to produce the deliverables under the grant agreement. Applicants must separate itemized costs for each component identified in the project, such as a management plan, inventory, and outreach. **Grant funds may not be used to meet ordinary maintenance and operating expenses.**

Costs must be submitted, as requested and identified below, in the format outlined in Exhibit A – Project Proposal Form, Applications submitted with a Budget that is not in the outlined format will be rejected and will not receive further consideration. Any rejected application will not be evaluated or scored. Details that need to be addressed are outlined below:

- Well-identified, diverse funding source(s), including matching funds.
- Describe matching funds, including applicant, in-kind and cash donations. A minimum 100% project match is required.
- Project costs must be in the appropriate categories: grant funding; applicant match; in-kind match; cash match.
- Clearly identify all project costs, such as staff and supplies, required to complete and maintain the project.
  - Clearly state the purpose for each identified cost.
  - 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 objectives of the project during the grant period as proposed on the budget worksheet (ref. Exhibit C, page 8). Examples of eligible costs include, but are not limited to, the following:

- Seasonal employees, special staff, or intern hired expressly to carry out the project.
- 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
- Stipends to support participation of key community leaders (requires USFS pre-approval; contact application manager for more information).
- Landscape-sized trees at least 1.5” in caliper and related supplies.
- Shrubs and groundcovers, not to exceed 10% of total project value
- Hand tools such as hand pruners, hand saws, loppers, shovels, and rakes.
- Costs for course, class, conference or training event registrations directly related to urban & community forestry goals and principles, for staff, tree board members, or others directly involved in the implementation of the community’s UCF Program.

- Design, production, printing, and other costs to develop multi-media materials
- Facility rental for meetings directly associated with project activities
- Project-specific computer software

INELIGIBLE COSTS

The following costs may not be used for grant funds, or to fulfill the match requirements, but can be identified and described to demonstrate project support as outlined in Section 3.3 – Project Proposal.

- Construction or fabrication activities
- Capital outlays including purchase of land
- Large equipment, power tools, and computer hardware

MATCHING FUNDS

Applicants are required to provide a 100% match to the requested. Federal matching funds or in-kind contributions cannot be used as a match. Matching funds must fall within the following categories:

A. Applicant Match

a. Salaries of project participants or Applicant staff shall be designated as applicant share.
b. Staff salaries, wages, and overhead for local units of government, educational institutions, tribal governments, special taxing districts or other public entities.
c. Project costs incurred for services, equipment, wages, supplies, etc., that are directly incurred by the applicant.
d. Food and refreshments

B. In-Kind Match

a. In-kind match is defined as any third-party non-cash donations of time, services, equipment or supplies. In-kind match may take the form of volunteer hours, donated materials, donated office space or equipment associated with the project.
b. A rate of $31.72 per hour (Washington State 2018 value of volunteer time published by Independent Sector; https://independentsector.org/value-of-volunteer-time-2018/) will be used as the value of volunteer time for in-kind match, unless the volunteer is performing tasks in their normal line of work. In that situation, the in-kind match will be calculated at their current billable pay scale.

C. Cash Match

a. Cash match is defined as third party donation of money, such as cash, check, or electronic transfer, toward the project.

The total amount of matching funds from the Applicant Match, In-Kind Match, and Cash Match must be equal to the total amount of grant funds requested.

4 EVALUATION AND AWARD

The evaluation process is designed to award grant funding to the Applicant(s) whose application(s) best meets the requirements of this competitive grant. However, Applicants are encouraged to submit applications that are consistent with state government efforts to conserve state resources.

The Agency may reject the application of any firm who has failed to perform satisfactorily on a previous contract with the state.

Applications will be evaluated strictly in accordance with the requirements stated in this competitive grant. The evaluation of applications shall be accomplished by a review panel, to be designated by the Agency, which will determine the ranking of the applications. The Agency reserves the right to select and enter into grant agreement(s) with the Applicant(s) whose application is deemed to be in the best interest of the Agency and the State of Washington.

It is the intent of the Agency to award multiple grant agreements to provide the services described in this competitive grant.

4.1 ELIGIBILITY (PASS / FAIL)

All applications will be reviewed after submission by the Application Coordinator to determine compliance with administrative requirements and instructions specified in this competitive grant. The Applicant is specifically notified that failure to comply with any part of the competitive grant guidelines may result in rejection of application as ineligible.

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

4.2 PREFERENCE – SALMON RECOVERY (SCORED)

In support of DNR's Salmon Recovery efforts, priority will be given to those communities within Snohomish County and the Snohomish River watershed.

4.3 EVALUATION WEIGHTING AND SCORING

CRITERIA	MAXIUM POINTS
ELIGIBILITY	
SECTION 1.3 – MINIMUM QUALIFICATIONS	PASS/FAIL
SECTION 4.1 – ELIGIBILITY	PASS/FAIL
PROJECT PROPOSAL	
PROPOSAL SUMMARY	PASS/FAIL
PROPOSAL NARRATIVE	
ORGANIZATIONAL COMMITMENT	5
PROJECT DESCRIPTION	10
DELIVERABLES AND OUTCOMES	10
IMPACTS	10
UNIQUE FEATURES	5
PROPOSAL BUDGET	
FORMAT	PASS/FAIL
BUDGET	10
SUB-TOTAL	**50**
PREFERENCES	
SECTION 4.2 – SALMON RECOVERY	5
TOTAL POSSIBLE POINTS W/PREFERENCES	**55**

5 EXHIBITS

EXHIBIT A – Project Proposal Form
EXHIBIT B – Certifications and Assurances Form
EXHIBIT C – Grantee Certification – Wage Law Compliance
EXHIBIT D – Sample Grant Agreement and WA State Department of Natural Resources General Terms and Conditions

EXHIBIT A – PROJECT PROPOSAL FORM

WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

2020 Community Forestry Assistance Grant

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

Section I — PROPOSAL SUMMARY

Complete all fields. The signature must be an original on a printed version of this application; scanned copies in PDF format are acceptable for electronic submissions.

Project Name *(five words or less)* _____ _____

Project GIS Coordinates *(reference point latitude/longitude)* _____, -_____

Location *(City)* _____ **Tree City USA** ☐ Y ☐ N

Applicant Organization _____

Daytime Phone _____ **Federal Tax I.D. Number** _____

Applicant Address _____

City _____ **State** _____ **Zip** _____

Applicant Contact Person _____ **E-mail Address** _____

Brief Summary of the project and its objectives*:*

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

Grant funds requested	$_____
Applicant Match	$_____
In-Kind Match	$_____
Cash Match	$_____
Total project funds	$0_____

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

_____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative *Date*

Section II — PROPOSAL NARRATIVE

Applicants must address each item within the space provided.

1. ORGANIZATIONAL COMMITMENT

Applicants must clearly describe how the goals, purpose, mission statement, and/or guiding principles of their organization support urban forest management.

2. PROJECT DESCRIPTION

Describe the purpose of the project and include clearly defined goals.

Provide a timeline for the project with estimated dates of key project benchmarks. Include the required deliverables: mid- and final reports to DNR, news release, and promotional article.

3. DELIVERABLES AND OUTCOMES

Provide a bulleted list of project deliverables. Deliverables are tangible products produced throughout the duration of the project.

☐ Applicant acknowledges that they are required to submit a mid-report and a final report to DNR documenting the activities undertaken, barriers and lessons learned, maps and other relevant graphics, and the deliverables and outcomes achieved.

☐ Applicant acknowledges that they are required to distribute a formal news release, vetted by DNR staff, and with appropriate recognition of DNR and the USDA Forest Service.

☐ Successful grantees acknowledge that upon project completion, they will provide a 400-500 word promotional article telling the story of their project, with references to DNR and the US Forest Service, local project partners, location, purpose, and outcomes, as well as provide 1-2 high quality images to accompany the article.

Provide a bulleted list of expected outcome(s) for the project. Outcomes are qualitative indicators of project success.

Provide a bulleted list of metrics. Metrics are quantitative measures by which to evaluate project success.

4. IMPACTS

Describe how this project satisfies a local need. Clearly identify anticipated benefits of the project, outline how the project will be sustained long-term, and describe the degree to which the value of expected results exceeds initial project investments of time and money.

5. UNIQUE FEATURES

Describe any features unique to the project. Unique features could be, but are not limited to, the following examples: innovative methods, such as new technology or techniques; new partnerships or cooperative ventures important to the success of the project; addressing environmental justice issues; community involvement in stewardship and/or advocacy activities.

Section III — PROPOSAL BUDGET WORKSHEET

Project Name _____ _____

Applicant Organization _____

EXPENSE	Grant Funds	Applicant Match	In-Kind Match	Cash Match	TOTAL PER EXPENSE
Component:					
Personnel *(specify)*					
					0
					0
					0
Supplies *(specify)*					
					0
					0
					0
Contractual *(specify)*					
					0
					0
Component:					
Personnel *(specify)*					
					0
					0
					0
Supplies *(specify)*					
					0
					0
					0
Contractual *(specify)*					
					0
					0
TOTAL PER FUND CATEGORY	0	0	0	0	0

Appendix A – SAMPLE BUDGET

Project Name __Inventory and Management Plan_____

Applicant Organization ____City of Forestree_____

In this example, the City of Forestree is applying for a 2020 Community Forestry Assistance Grant to do an urban forestry inventory and management plan. They plan to conduct an inventory with in-house staff and help from a volunteer group. They plan to contract with a consultant to write the management plan.

The inventory and management plan components are separated in this sample budget. In addition, each component is broken down into smaller cost types and line items that clearly show the associated costs, cost/hour figures where appropriate, and how the applicant expects to account for those costs.

EXPENSE	Grant Funds	Applicant Match	In-Kind Match	Cash Match	TOTAL PER EXPENSE
Component: Inventory					
Personnel *(specify)*					
Foreman: 28 hrs., $24/hr.		$672			**$672**
Staff time: 320 hrs. @ $16		$5,120			**$5,120**
Volunteers - 160 hrs. @ $12.50			$2,000		**$2,000**
Supplies *(specify)*					
Inventory software	$1,200				**$1,200**
Computer *(purchase for Urban Forester)*		$1,400			**$1,400**
Contractual *(specify)*					
Use of Pickup 160 hrs., $9/hr. *(Al's Trucking)*			$1,440		**$1,440**
Component: Management Plan					
Personnel *(specify)*					
Staff time: 48 hrs., $24/hr.		$1,152			**$1,152**
Supplies *(specify)*					
Printing (Generous benefactor)				$1,000	**$1,000**
Contractual *(specify)*					
Tree Geeks, Inc.	$5,800				**$5,800**
TOTAL PER FUND CATEGORY	**$7,000**	**$8,344**	**$3,440**	**$1,000**	**$19,784**

EXHIBIT B – CERTIFICATIONS AND ASSURANCES FORM

I/we make the following certifications and assurances as a required element of the application, 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 grant agreement(s):

1. I/we declare that all answers and statements made in the application are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single application.
3. In preparing this application proposal, I/we have not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this application or prospective grant agreement, 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.)
4. I/we understand that the Agency will not reimburse me/us for any costs incurred in the preparation of this application. All applications become the property of the Agency, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this application.
5. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Applicant and will not knowingly be disclosed by him/her prior to award, directly or indirectly to any other Applicant or to any competitor.
6. I/we agree that submission of the attached application constitutes acceptance of the RFA contents, all attached or linked terms and conditions. If there are any exceptions to these terms and conditions, I/we have described those exceptions in detail on a page attached to this document.
7. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit an application for the purpose of restricting competition.
8. I/we grant the Agency the right to contact references and others, who may have pertinent information regarding the Applicant's prior experience and ability to perform the goods delivered or services rendered contemplated in this RFA.
9. I/we will become licensed to do business in the State of Washington (if applicable) prior to providing delivered goods or rendered services to DNR.
10. If any staff member(s) who will perform work on this grant agreement has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
11. See Section MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION for more details. If no box is checked, DNR will assume it was the intension of the Applicant to select none of the above.
    a. Check one of the following – my firm is: ☐ Minority and Woman-Owned ☐ Veteran-Owned ☐ Small Business ☐ None of the above.
    b. Check one of the following – Subcontracting firm is: ☐ Minority and Woman-Owned ☐ Veteran-Owned ☐ Small Business ☐ None of the above.

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.

_____

SIGNATURE OF AUTHORIZED PERSON DATE SIGNED

RETURN FORM TO: APPLICATION COORDINATOR WITH YOUR APPLICATION AS INDICATED WITHIN.

EXHIBIT C – GRANTEE CERTIFICATION – WAGE LAW COMPLIANCE

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

Prior to awarding a contract, agencies are required to determine that a Bidder is a 'Responsible Bidder.' See RCW 39.26.160(2) 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).

Request for Application Date: 8/26/2019

I hereby certify, on behalf of the firm identified below, as follows (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 grant 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 grant application date.

I hereby certify, under penalty of perjury under the laws of the State of Washington, that the certifications herein are true and correct and that I am authorized to make these certifications 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 APPLICATION 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

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**."

Grantee organization name

Organization mailing address

City, State, Zip code

Phone: Phone number

Email: Email address

PURPOSE

In the 2019-2021 Capital Budget, the Washington State Legislature directed the Washington State Department of Natural Resources to establish an All-Lands Forest Restoration Competitive Grant Program to provide funding for forest collaboratives to perform activities that contribute to the improvement of forest health across the state.

The purpose of this grant agreement is to Enter a detailed description of the agreement purpose, what work this agreement will accomplish.

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 and Budget. 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.

C. Exhibit C, attached hereto and incorporated by reference, contains the Grantee Responsibilities.

PERIOD OF PERFORMANCE

The period of performance under this grant agreement will be from the date of execution through Month, Day, Year , unless terminated sooner as provided herein. Funding beyond Month, Day, Year is contingent upon re-appropriation by the Washington State Legislature.

AWARD

The total grant award payable to Grantee for satisfactory performance of the work under this grant agreement shall not exceed Spell out the grant award amount and 00/100 Dollars Enter the numerical award amount. Grantee's compensation for services rendered shall be based on Exhibit B – Scope of Work and Budget.

Funding for this grant agreement is provided by Enter the funding source for this grant agreement, include state bill number and/or federal grant number; DNR Program Index Enter the program index., Project Code Enter the project code.

BILLING PROCEDURES

The Grantee shall only submit invoices at the completion of each activity or task clearly identified in Exhibit B – Scope of Work. Invoices containing partially completed activity(s) or task(s) will be rejected.

DNR will pay Grantee upon satisfactory acceptance of each fully completed activity(s) or task(s) as approved by the DNR Grant Manager. Invoices shall be submitted to the DNR Grant Manager not more often than monthly.

A final report summarizing all project activities and outcomes must be submitted prior to, or with, the final invoice, according to project schedule described in Exhibit C – Scope of Work. The report must document the activities undertaken, barriers and lessons learned, and the deliverables and metrics achieved. Final payment will be withheld until satisfactory acceptance of the report.

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.

At a minimum, each invoice shall specify the following:

1. Agreement number Agreement number
2. Invoice date
3. Organization and primary contact name
4. Primary contact phone number and email address
5. Narrative description of the work performed to complete the activity(s) and/or task(s)
    a. The order in which the completed activity(s) and task(s) are listed on the invoice shall reflect the order in which they listed in the Scope of Work.
    b. Language used to describe completed activity(s) and task(s) shall reflect the language in Exhibit B, Scope of Work.
6. Detail of the expenses being billed
    a. Expenses for each activity and/or task shall be broken down by line item using the format in Exhibit B, Table 1. Cost by Activity.
    b. DNR reserves the right to request an additional expense detail using the format in Exhibit B, Table 2. Cost by Line Item.
7. Supporting documentation for all expenses being billed
    a. The specific activity or task completed must be accompanied by the respective invoice(s), receipt(s), and any other appropriate supporting documentation
8. Total invoice amount

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.

OUTREACH AND PRINTED MATERIALS

Grantee will post and share with DNR a media release informing the community of the project, acknowledging DNR and US Department of Agriculture (USDA) Forest Service.

Upon project completion, Grantee must promote the project with a 400-500 word article telling the story of their project including references to DNR and the US Forest Service, local project partners, location, purpose, and outcomes, as well as 1-2 high quality images to accompany the article.

All printed materials, signs, and other products including websites resulting from this grant must be reviewed by DNR prior to publishing. USDA Forest Service support shall be acknowledged in all publications or audiovisuals in accordance with USDA Supplemental 2 CFR 415.2. USDA Forest Service must approve the use of the Forest Service logo on any published media, such as a web page, printed publication, or audiovisual product. 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."*

USDA Equal Opportunity statement must be included in all publications:

> *"The USDA is an equal opportunity provider and employer."*

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**
Grantee organization name *Grant Manager name* *Organization mailing address* *City, State, Zip code* *Phone: Grant Manager phone number* *Email: Grant Manager email address*	*Agency name* *Grant Manager name* *Agency mailing address* *City, State, Zip code* *Phone: Grant Manager phone number* *Email: Grant Manager email address*

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.

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.

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 and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic grant agreement
3. Exhibit A – General Terms and Conditions
4. Exhibit B – United States Forest Service Minimum Federal Provisions
5. Exhibit B – Scope of Work
6. Exhibit C – Budget
7. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This grant agreement, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this grant agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement.

GRANTEE	**STATE OF WASHINGTON** **DEPARTMENT OF NATURAL RESOURCES**
Signature *Date*	*Signature* *Date*
Name *Name*	Name *Name*
Title *Title*	Title *Title*
Organization mailing address *Address*	Organization mailing address *Address*
Phone number	Phone number

EXHIBIT A - WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

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.

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

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

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35
The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

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.

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.

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.

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

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.

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

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

COPYRIGHT PROVISIONS

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

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

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

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document 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.

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.

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.

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 Purchase Order 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 Purchase Order. This right to cure terminates upon the time for performance.

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.

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

APPLICATION – a formal offer, submitted by an individual or entity, in response to this competitive grant.

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

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.

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.

GRANT AGREEMENT – an agreement between DNR and Grantee 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.

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 grant agreement.

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

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

SUBCONTRACTOR – one not in the employment of the Grantee, who is performing all or part of the business activities related to this competitive grant under a separate contract with the Grantee. 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.

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

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

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

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.

EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS
MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Exhibit E - Contractor Certification – Worker's Rights Executive Order 18-03 Washington State Procurement of Goods & Services Contracts, 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.

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.

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.

HARASSMENT
Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention:
https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

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.

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.

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.

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.

LICENSING, ACCREDITATION AND REGISTRATION

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

LIMITATION OF AUTHORITY

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

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

NONDISCRIMINATION

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

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.

PUBLICITY

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

RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of 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.

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.

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.

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.

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

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

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

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

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

TAXES
All payments accrued 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.

TERMINATION FOR CAUSE
In the event the Agency determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Agency has the right to suspend or terminate this contract. Before suspending or terminating the contract, the Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 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.

TERMINATION FOR CONVENIENCE

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

TERMINATION PROCEDURES

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

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for 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.

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.

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

The Agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at http://www.treas.gov/offices/enforcement/ofac/index.html. Compliance with OFAC payment rules ensures that the Agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

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

WAIVER

Waiver of any default or breach shall not be deemed 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.

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 B – UNITED STATES FOREST SERVICE (USFS) MINIMUM FEDERAL PROVISIONS

USFS MINIMUM FEDERAL PROVISIONS

The Washington State Department of Natural Resources (DNR), as a Contractor or Grantee with a federal entity, is entering into this Contract with a sub-contractor or sub-recipient.

"Sub-contractor/Sub-recipient" is defined as an entity and/or individual, including all employees, who has entered into a contract or contract with a Contractor/Grantee receiving federal funds for the purposes of this Contract.

The information contained in this exhibit is not intended to substitute federal guidance, or interpret federal law. It is intended to be used as a tool for the Sub-contractors/Sub-recipients. It is the Contractor's/Grantee's or Sub-contractor's/Sub-recipient's responsibility to ensure compliance with the most up-to-date applicable federal laws, rules and regulations in order to carry out the terms and conditions of this contract

1. Cost Principles. By accepting Federal assistance, the Contractor/Grantee and/or Sub-contractors/Sub-recipients agrees to abide by the applicable Office of Management and Budget (OMB) Circulars including, but not limited to federal regulation 2 CFR Part 200 sections A-F as well as appendixes, revisions and additional sections as supplemented by the funding agency in the expenditure of federal funds and performance under this program.

2. Audit Requirements. Non-federal entities that expend $750,000 or more federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996. Recipients expending less than $750,000 in a year are exempt from federal audit requirements but must make records available for review or audit by federal agencies and/or DNR.

3. Executive Compensation. Contractors/Grantees as well as Sub-contractors/Sub-recipients must report the names and total compensation of each of the Contractor/Grantee's and/or Sub-contractor's/Sub-recipient's five most highly compensated executives for the Contractor/Grantee's and/or Sub-contractors/Sub-recipients preceding completed fiscal year if: In the Contractor/Grantee's and/or Sub-contractor's/Sub-recipient's fiscal year, the Contractor/Grantee and/or Sub-contractor/Sub-recipient received-

i.) 80 percent or more of its annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act (and sub-awards); and

ii.) $25,000,000 or more in annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, (and sub-awards); 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.

Refer to complete instructions for reporting, exemptions and definitions as contained in federal regulation 2 CFR 170

4. Trafficking in Persons. Contractor/Grantee and/or Sub-contractor/Sub-recipient are prohibited from trafficking in persons as detailed in federal regulation 2 CFR-Grants and Contracts.

5. Eligible Workers. Sub-contractor/Sub-recipient shall ensure that all employees complete federal form I-9 "Employment Eligibility Verification" to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324a). Sub-contractor/Sub-recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any subsequent sub-award under this contract.

6. DUNS and FAIN Requirements. Federal Award Identification Number (FAIN) must be included on any sub-award documents issued by Contractor/Grantee and/or Sub-contractor/Sub-recipient.

Sub-contractor/Sub-recipient may not make a sub-award to any entity unless the entity has provided its Dun and Bradstreet Data Universal Numbering System (DUNS) number to DNR.

7. Debarment and Suspension. Sub-contractor/Sub-recipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Sub-contractor/Sub-recipient shall immediately inform the Federal funding agency and DNR if they or any of its principals become excluded, debarred, or suspended from entering into covered transactions with the federal government. Additionally, should Sub-contractor/Sub-recipient or any of its

principles receive a transmittal letter or other official federal notice of debarment or suspension they shall notify the Federal funding agency and DNR without undue delay. This applies whether the exclusion, debarment or suspension is voluntary or involuntary.

Contractors/Grantees and/or Sub-contractors/Sub-recipients are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative contract) that are expected to equal or exceed $25,000 or meet certain other specified criteria. All non-procurement transactions (i.e., sub-awards), irrespective of award amount, are considered covered transactions.

When a Contractor/Grantee and/or Sub-contractor/Sub-recipient enters into a covered transaction with an entity at a lower tier, the Contractor/Grantee and/or Sub-contractor/Sub-recipient must verify that the entity is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the System for Awards Management (SAM) at https://www.sam.gov, collecting a certification from the entity or adding a clause or condition to the covered transaction.

8. Non-Discrimination. During the performance of activities under this Contract, the Sub-contractor/Sub-recipient shall comply with all federal, state and local non-discrimination laws, regulation and policies. In the event of the Sub-contractor's/Sub-recipient's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Contract may be rescinded, cancelled or terminated in whole or in part, and the Sub-contractor/Sub-recipient may be declared ineligible for further contracts with DNR.

In accordance with Federal law and U.S. Department of Agriculture (USDA)/Department of Interior (DOI) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

USDA – To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202) 720-5964.

DOI – The formal complaint should be filed by you or your representative, using Department of the Interior Form DI-1892, with the Bureau or Office EEO Officer where the alleged discriminatory incident occurred or with the Director, Office for Equal Opportunity, 1849 C Street N.W., MS-1442 MIB, Washington, D.C. 20240. The DI-1892 form may be obtained from the EEO Counselor or the Bureau EO Office.

If you are filing a complaint against another agency go to http://www.hhs.gov/ocr/civilrights/complaints/index.html, for more information.

9. Lobbying. Sub-contractor/Sub-recipient shall not use funds from this Contract to pay any person for influencing or attempting to influence 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 contract; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

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, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the Sub-contractor/Sub-recipient shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Contractor/Grantee and/or Sub-contractor/Sub-recipient shall include the above language in documents for all sub-awards under this Contract at all tiers.

10. Other Grant Specific Requirements. For further information related to federal requirements that may apply to Contractor/Grantee and applicable Sub-contractors/Sub-recipients under this Contract, go to: http://www.whitehouse.gov/omb/grants