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

## 2023 COMMUNITY FORESTRY ASSISTANCE GRANT

**REQUEST FOR APPLICATION (RFA):** DNR 23-39

**APPLICATION DUE DATE:** Friday, March 31st, 2023– by 4:00 PM local time, Olympia, Washington

**APPLICATION COORDINATOR:** Ben Thompson

**ESTIMATED PERIOD OF PERFORMANCE FOR AGREEMENT**: July 3, 2023 – May 31, 2024

**ESTIMATED AVAILABLE FUNDING:** $350,000

**DISTRIBUTION OF AVAILABLE FUNDING**:

- $200,000 is available for projects that include tree inventory; urban tree canopy assessment; analysis of data derived from inventories or canopy assessments; prioritization of urban forestry projects or actions based on data analyses; development of maintenance plans, strategic plans, or management plans that outline priority projects or actions; developing ordinances or policy documents; public outreach and education; and tree maintenance work. Of this amount, $100,000 will be USDA Forest Service funding. The remaining $100,000 will be general fund state dollars.
- $150,000 is available for tree planting projects and other work directly supporting tree planting, such as: development of species list and planting plans, staff training on best practices, community outreach, education, and engagement, etc. This will be USDA Forest Service funding.
- 50% of all funding ($175,000) will be directed to projects in communities containing a portion of at least one census tract of high environmental health disparity.

**MINIMUM REQUEST:** $5,000

**MAXIMUM REQUEST:** $40,000

**MATCHING REQUIREMENT:** 100% (1:1), unless the project benefits residents living within at least one census tract of high environmental health disparity that scores 8-10 according to the Washington Environmental Health Disparities Map, then match may be reduced to 50% (1:2) .

See Section 2.11 for eligibility requirements and Section 3.1 for electronic submission instructions.

# TABLE OF CONTENTS


**1 INTRODUCTION AND SCHEDULE OF ACTIVITIES ..... 3**
1.1 PURPOSE ..... 3
1.2 SCOPE ..... 3
1.3 MINIMUM QUALIFICATIONS ..... 5
1.4 PERIOD OF PERFORMANCE ..... 5
1.5 REPORTING REQUIREMENTS ..... 5
1.6 APPLICATION COORDINATOR ..... 6
1.8 FUNDING ..... 7
1.9 ADA ..... 7
**2 GENERAL INFORMATION ..... 8**
2.1 CONTRACTING RESTRICTIONS ..... 8
2.2 DEFINITIONS ..... 8
2.3 OREINTATION FOR FUNDED GRANTEES ..... 9
2.4 REQUIRED OUTREACH AND PRINTED MATERIALS ..... 9
2.5 NOTIFICATION TO APPLICANTS ..... 10
2.6 DEBRIEF AND APPEAL PROCEDURE ..... 10
2.7 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE ..... 12
2.8 REVISIONS TO THE COMPETITIVE GRANT ..... 12
2.9 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION ..... 12
2.10 ACCEPTANCE PERIOD ..... 13
2.11 ELIGIBILITY ..... 13
2.12 RESPONSIBLE BIDDER CRITERIA ..... 13
2.13 MOST FAVORABLE TERMS ..... 14
2.14 GRANT AGREEMENT AND GENERAL TERMS & CONDITIONS ..... 14
2.15 COST TO APPLY ..... 14
2.16 NO OBLICATION TO CONTRACT ..... 15
2.17 REJECTION OF APPLICATIONS ..... 15
2.18 COMMITMENT OF FUNDS ..... 15
2.19 ELECTRONIC PAYMENT ..... 15
2.20 INSURANCE COVERAGE ..... 15
**3 CONTENTS AND SUBMITTAL INSTRUCTIONS ..... 16**
3.1 ELECTRONIC SUBMISSION OF APPLICATION ..... 16
3.3 PROJECT PROPOSAL (SCORED) ..... 18
3.4 BUDGET (SCORED) ..... 19
3.6 CERTIFICATION AND ASSURANCES FORM (PASS/FAIL) ..... 21
**3.7 WAGE LAW COMPLIANCE (PASS/FAIL) ..... 21**
**4 EVALUATION AND AWARD ..... 22**
4.1 ELIGIBILITY (PASS / FAIL) ..... 22
4.2 PREFERENCE – SALMON RECOVERY (SCORED) ..... 22
4.3 PREFERENCE – EXECUTIVE ORDER 18-03 – WORKER'S RIGHTS (SCORED) ..... 22
4.4 EVALUATION WEIGHTING AND SCORING ..... 23
**5 EXHIBITS ..... 24**
EXHIBIT A – PROJECT PROPOSAL FORM ..... 25
EXHIBIT B – Urban & Community Forestry and Environmental Justice ..... 30
EXHIBIT C – Certifications and Assurances Form ..... 31
EXHIBIT D – Contractor Certification – Wage Law Compliance ..... 32
EXHIBIT E – Contractor Certification – Executive Order 18-03 Worker's Rights ..... 33
EXHIBIT F – SAMPLE GRANT AGREEMENT ..... 34

# 1 INTRODUCTION AND SCHEDULE OF ACTIVITIES

## 1.1 PURPOSE

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

Local environmental conditions can influence social disparities in income, homeownership, education, access to transportation and other services, public health outcomes, and other challenges. For more information about urban & community forestry's connections to environmental justice, refer to Exhibit B – Urban & Community Forestry and Environmental Justice.

**How can this grant opportunity help communities?**

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

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

The 2023 Community Forestry Assistant Grant is an opportunity for environmental professionals and community advocates to collaborate on projects addressing community-identified needs by leveraging the benefits of trees and forests.

Applicants are encouraged to contact the application coordinator with any questions they may have. Our staff are here to connect Applicants with professionals, organizations, and other local resources to help develop applications.

## 1.2 SCOPE

Projects must be located on public property or be open to public access. If a project location is on public property, Applicants must collaborate with the landowner/local government officials.

Eligible projects under this RFA include:

- Public tree inventories
  - Public inventories often include street and park trees. Tree risk assessments may also be incorporated.
  - Applicants must contact the Application Coordinator (see Section 1.6 – Application Coordinator) to discuss inventory projects before submitting an application. (www.vibrantcitieslab.com/toolkit/street-tree-inventory/)
- Urban Tree Canopy (UTC) Assessment

  - Conduct tree canopy assessments using aerial or satellite imagery.
  - Applicants in King, Pierce, or Snohomish County must contact the Application Coordinator (see Section 1.6 – Application Coordinator) to discuss UTC assessment projects before submitting an application.
- Urban Forest Management and Maintenance Plans
  - Develop a work plan, maintenance plan, management plan, strategic plan, standards in UCF/ tree care manual, etc. for trees and associated resources in the community, including open space and green infrastructure. (www.vibrantcitieslab.com/toolkit/plan-the-total-program/)
  - Management plans may also include:
    - Prioritized planting plans
    - Storm or wildfire response plans
    - Pest preparedness plans
    - Ordinance and policy development or revision
- Tree planting on public property
  - A planting plan and a separate 3-year maintenance plan are required for all tree planting projects.
  - Examples of tree planting projects include:
    - Establishing new trees in low canopy areas.
    - Tree planting to replace trees lost to natural events such as storms, floods, fires, earthquakes, or landslides.
    - Tree planting demonstration projects for the purpose of improving public understanding of the benefits of establishing and maintaining trees.
    - Establishment of a "food forest" (https://permaculturenews.org/2019/04/16/what-is-a-food-forest/) or community orchard; (must include provisions for long-term care and maintenance).
- Tree pruning
  - Prune trees (https://hort.ifas.ufl.edu/woody/pruning.shtml) to reduce risk, manage pest or disease issues, restore the health and structural stability of trees within the community forest, or implement similar objectives. All pruning must be performed by ISA Certified Arborists.
- Education and outreach
  - Publications or materials
  - Staff trainings
  - Events
- Other innovative projects, for example:
  - 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.
  - Develop a community tree specifications and standards manual. (https://www.dupontwa.gov/DocumentCenter/View/1982/City-of-DuPont-Tree-Care-Guidelines-2017)
  - 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.

- Invasive urban forest pest training and monitoring activities.
- Hiring professional facilitators or other mutually trusted third party organizers to convene engagement activities that mitigate for any historical or institutional power dynamics.
- Identifying shared needs, goals, and collaboration across stakeholders within the community.
- Promoting community or tribal government involvement in addressing environmental health disparities and environmental justice related issues and developing solutions and future project ideas to address them.
- Hiring professional consultants.

## 1.3 MINIMUM QUALIFICATIONS

Applicants must be located in Washington State and must be one or more of the following:

- City, town, and county government
- Tribal government
- 501(c)(3) non-profit organization
- Public educational institution
- Special taxing district (examples: hospital districts, conservation districts, public parks districts)

Community groups representing areas of high health disparity (scoring 8-10 according to the Washington Environmental Health Disparities Map, https://fortress.wa.gov/doh/wtn/WTNIBL/) and organizations advocating for the interests of those experiencing marginalization or discrimination are especially encouraged to apply. If a group is not eligible, they are encouraged to partner with an eligible organization to submit an application.

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

## 1.4 PERIOD OF PERFORMANCE

The period of performance of any grant agreement resulting from this competitive grant is estimated to begin on, or about, July 3, 2023 and end by May 31, 2024. Extensions to the period of performance will not be granted. Contact the Application Coordinator for more information.

## 1.5 REPORTING REQUIREMENTS

Grantees will be required to submit one midterm report by December 29, 2023 and one final report by May 31, 2024 to DNR. Grantees will receive report templates that may be filled out with the following information:

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

The final report, submitted at the conclusion of the project, will document the activities undertaken, barriers and lessons learned, maps and other relevant graphics related to the deliverables, and

outcomes achieved. Grantee will include a 400-500 word article telling the story of the project including references to DNR (and the USDA Forest Service if funded with federal dollars), local project partners, location, purpose, and outcomes as well as two high quality images. For specific due dates, refer to Section 1.7 – Schedule of Grant Activities.

Invoices may only be submitted along with the midterm or final reports. Billing procedures for submitting invoices are included in Exhibit F – Sample Grant Agreement.

## 1.6 APPLICATION COORDINATOR

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

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

## 1.7 SCHEDULE OF GRANT ACTIVITIES

| SCHEDULE OF GRANT ACTIVITIES | |
|---|---|
| ISSUE REQUEST FOR APPLICATION<br>DATE RFA IS POSTED ON PUBLIC WEBPAGE | March 1, 2023 |
| APPLICATIONS DUE<br>DEADLINE FOR DNR RECEIPT OF APPLICATIONS | March 31, 2023; 4:00 PM Local Time |
| EVALUATE APPLICATIONS<br>PERIOD OF TIME WHEN APPLICATIONS WILL BE EVALUATED BY DNR | April 3 – April 21, 2023 |
| NOTIFY SUCCESSFUL AND UNSUCCESFUL APPLICANTS<br>UNSUCCESSFUL APPLICANTS WILL BE NOTIFIED VIA EMAIL | April 24, 2023 |
| FINALIZE GRANT AGREEMENT(S)<br>DATE RANGE DNR EXPECTS GRANT AGREEMENTS TO BE FINALIZED | May 1 - June 30, 2023 |
| BEGIN WORK<br>DATE DNR EXPECTS THE WORK TO BEGIN | July 3, 2023 |
| MIDTERM REPORT<br>REPORT DUE DATE | December 29, 2023 |
| END OF WORK<br>DATE DNR EXPECTS THE WORK TO END | May 31, 2024 |
| FINAL REPORT DUE<br>FINAL DATE GRANTEES MAY SUBMIT FINAL REPORT | May 31, 2024 |
| THE AGENCY RESERVES THE RIGHT TO REVISE THE ABOVE SCHEDULE. | |

## 1.8 FUNDING

The total funding available is estimated at $350,000. Applicant requests must be between $5,000 and $40,000. Applications under $5,000 or over $40,000 will result in rejection of the application as ineligible. DNR reserves the right to partially or fully fund applications.

There is a requirement to provide 100% matching funds (1:1), unless the project benefits residents living within at least one census tract of high environmental health disparity that scores 8-10 according to the Washington Environmental Health Disparities Map, then match may be reduced to 50% (1:2). Refer to Section 3.4 – Budget for more information about matching funds.

Unless otherwise determined, purchase of goods or services resulting from this competitive grant may be funded by General Fund State dollars or by federal grant dollars. Terms and conditions for the sources are included in Exhibit F – Sample Contract, WA State Department of Natural Resources General Terms and Conditions, and United States Forest Service Minimum Federal Provisions.

Funds will be disbursed to Grantees through reimbursement based upon the completion of an activity and affiliated tasks outlined in the Scope of Work. **Grantees will not be reimbursed for partial completion of activities or tasks, nor for any work that occurs before DNR execution of the grant agreement.**

## 1.9 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.

**DELIVERABLE** – a tangible outcome that is produced by the project. These can be completed documents, plans, services, policies, actions, articles, etc. Project deliverables are considered to be only those items the Applicant is requesting DNR funds for.

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

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

**ENVIRONMENTAL JUSTICE**– is defined differently by different groups. While some define it as the equitable distribution of environmental risks and benefits, others like the EPA, consider environmental justice to be the fair treatment of all people with respect to developing, implementing, and enforcing environmental laws, regulations, and policies. For more information, refer to Exhibit B – Urban & Community Forestry and Environmental Justice.

**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 Scope 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.

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

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

**SERVICES** – labor, work, analysis, or similar activities provided by a 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 OREINTATION FOR FUNDED GRANTEES

Upon notification of award, grantees must attend at least one meeting with the Application Coordinator to review expectations on grant administration and implementation. This is also an opportunity for grantees to ask questions and receive clarification where needed.

## 2.4 REQUIRED OUTREACH AND PRINTED MATERIALS

**All promotional and outreach products generated by the Applicant for purposes of this grant must be reviewed by DNR prior to publishing; all uses of the USDA Forest Service logo require federal approval prior to publishing**. Promotional and outreach products include, but are not limited to, printed materials, videos, signage, websites, social media promotions, and media releases.

Grantees will be required to post a media release to inform the community of the awarded grant project (template provided upon request) acknowledging Washington Department of Natural Resources as the funding source. DNR support must be acknowledged in any publications, audiovisuals, and electronic media developed as a result of this award. See below for statement of acknowledgement.

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

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

> *"Funds for this project were provided by the State of Washington Department of Natural Resources Urban and Community Forestry Program."*
>
> OR
>
> *"Funds for this project were provided by the 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, the DNR or USFS logo may be considered the most appropriate form of accreditation and may be used in lieu of the funding acknowledgement. Such instances will be evaluated on a case-by-case basis by DNR staff. DNR and USFS reserve the right to require the use of logos either in conjunction with, or in lieu of the funding acknowledgement.

## 2.5 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 entities whose applications were not selected for further negotiation or award will be notified separately by April 24, 2023 at the email 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 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

DNR strongly encourages the participation of minority and women-owned businesses, veteran-owned businesses, and Washington small businesses as prime Contractors or Subcontractors. No preference will be included in the evaluation of bids, quotations and/or proposals, no minimum level of participation by these businesses shall be required as a condition of receiving an award, and bids, quotations and/or proposals will not be rejected or considered non-responsive on that basis.

If you are a small business that needs assistance responding to this solicitation, help is available. Please visit OMWBE Small Business Assistance at https://omwbe.wa.gov/small-business-assistance to see the services offered. The Washington Procurement Technical Assistance Center (PTAC) is

also available with no cost, confidential technical assistance for small businesses doing business with state government.

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

Veteran-Owned Businesses
In accordance with Chapter 43.60A.200 RCW, the State encourages participation in all of its contracts by firms certified by the Washington State Department of Veterans' Affairs (DVA). For questions regarding the above go to http://www.dva.wa.gov/.

Small Businesses
In accordance with the intent of Chapter 39.26.005 RCW, the State encourages the purchases of goods and services from Washington small businesses. Small business, mini-business, and micro-business are defined in RCW Chapter 39.26.010 (22), (17), and (16) respectively. Go to http://apps.leg.wa.gov/RCW/default.aspx?cite=39.26.010. All qualified state small business types are encouraged to register and identify themselves in the Washington Electronic Business Solution (WEBS). Go to http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx.

## 2.10 ACCEPTANCE PERIOD
Bids, quotations and/or proposals must provide 60 calendar days for acceptance by Agency from the due date for receipt of bids, quotations and/or proposals.

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

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

## 2.12 RESPONSIBLE BIDDER CRITERIA
All requested information as outlined within must be submitted in order for DNR to determine the lowest responsive and responsible Bidder.

In determining whether the Bidder is a responsible Bidder, the Agency must consider the following elements (RCW 39.26.160(2)):

A. The ability, capacity, and skill of the Bidder to perform the contract or provide the service required;
B. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
C. Whether the Bidder can perform the contract within the time specified;
D. The quality of performance of previous contracts or services;

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

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

A. Whether the bid, quotation and/or proposal satisfies the needs of the state as specified in the solicitation documents;
B. Whether the bid, quotation and/or proposal encourages diverse Contractor participation;
C. Whether the bid, quotation and/or proposal provides competitive pricing, economies, and efficiencies;
D. Whether the bid, quotation and/or proposal considers human health and environmental impacts;
E. Whether the bid, quotation and/or proposal appropriately weighs cost and noncost considerations; and
F. Life-cycle cost.

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

## 2.13 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.

## 2.14 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.

## 2.15 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 activities related to responding to this competitive grant.

## 2.16 NO OBLICATION TO CONTRACT

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

## 2.17 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.

## 2.18 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.

## 2.19 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).

## 2.20 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 F – Sample Contract, WA State Department of Natural Resources General Terms and Conditions, and United States Forest Service Minimum Federal Provisions 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

Applicants may submit as many applications as they choose for consideration, with the understanding that each application must stand alone as its own separate project. 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 1.7 – Schedule of Activities of this competitive grant, or any amendments.

Applications must be submitted electronically through the Washington Community Forestry Assistance Grant Submission Form (https://app.smartsheet.com/b/form/7805c5143aad4879b0a8ea7f1ce40ac9). Applications will be timestamped upon submission. Email applications will only be accepted should the submission system fail or otherwise be unavailable. For further contact information refer to Section 1.6 – Application Coordinator.

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

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

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

## 3.2 APPLICANT CHECKLIST

Applicants are strongly encouraged to use the following checklist to ensure a complete proposal prior to submittal. Submit the applicable documents by the due date indicated within Section 1.7 – Schedule of Grant Activities.

Applicants do not need to include a copy of their checklist with their submitted application.

| APPLICANT CHECKLIST | |
|---|---|
| RFA GUIDELINES – DOWNLOAD AND READ ALL COMPETITIVE GRANT APPLICATION GUIDELINES | ☐ |
| MINIMUM REQUIREMENTS –THE PROJECT BEING APPLIED FOR MEETS MINIMUM REQUIREMENTS (SECTION 1.3) | ☐ |
| PROJECT LOCATION– IS YOUR PROJECT GOING TO OCCUR ON PUBLIC PROPERTY? HAVE YOU OBTAINED PROPER APPROVAL FROM LANDOWNERS/GOVERNMENT OFFICIALS? (IF APPLICABLE) | ☐ |
| NONPROFIT STATUS – HAVE YOU ATTACHED A COPY OF YOUR IRS LETTER OF DETERMINATION? (NONPROFIT ORGANIZATIONS ONLY) | ☐ |
| EXHIBIT A – USE EXHIBIT A – PROJECT PROPOSAL FORM TO CRAFT YOUR APPLICATION<br>• The Environmental Health Disparity Score is listed for the project location.<br>• All questions on proposal form are answered clearly and completely.<br>• Saved as PDF. | ☐ |
| BUDGET SHEET – PROJECT COSTS MUST BE SUBMITTED AS OUTLINED IN EXHIBIT A – PROJECT PROPOSAL FORM, BE SURE TO REVIEW THE EXAMPLE. ENSURE THAT ALL DETAILS ARE ADDRESSED:<br>• Project costs must be placed in the appropriate categories: grant funding; applicant match; in-kind match; non-applicant cash match.<br>• Clearly identify which costs you are seeking grant reimbursement for.<br>• Describe matching funds, including applicant, in-kind, and non-applicant cash.<br>• Clearly identify all project costs, such as staff and supplies, required to complete and maintain the project.<br>• Clearly state the purpose for each identified cost.<br>• Describe each item, the cost basis, and the total expenditure. For example: Contractual: Project Consultant, 28 hours @ $100/hour TOTAL = $2,800 | ☐ |
| EXHIBIT C – CERTIFICATIONS AND ASSURANCES FORM<br>• Authorized signature included. | ☐ |
| EXHIBIT C – ITEM 3 – EXCEPTIONS TO TERMS AND CONDITIONS (IF APPLICABLE)<br>• Authorized signature included. | ☐ |
| EXHIBIT D – GRANTEE CERTIFICATION – WAGE LAW COMPLIANCE<br>• Authorized signature included. | ☐ |
| EXHIBIT E – CONTRACTOR CERTIFICATION – EXECUTIVE ORDER 18-03 WORKER'S RIGHTS<br>• Authorized signature included. | ☐ |
| ADDITIONAL ATTACHMENTS – SUPPORTING DOCUMENTATION SUCH AS LETTERS OF SUPPORT, PLANS, MAPS, AND PHOTOS SAVED AS A PDF | ☐ |

### 3.3 PROJECT PROPOSAL (SCORED)

Applicants must use Exhibit A – Project Proposal Form 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. Score or rank of the project location according to the 1-10 scale on the map layer called "Environmental Health Disparities V 2.0" (https://fortress.wa.gov/doh/wtn/WTNIBL/).

i. If the project spans more than one census tract or applies to the entire community (e.g. urban tree canopy analysis, management plan, ordinance development) then the Applicant should list the highest score among all census tracts within the community that will be impacted by the project.

c. Applicant's name, address, telephone number, and Federal tax identification number.

d. Contact information for the primary project liaison, including name and email address.

e. Tree City USA status

f. Brief summary of the project and objectives.

g. Budget summary. Project costs must be placed in the appropriate categories: grant funding; Applicant match; in-kind match; non-Applicant cash match.

**B. Proposal Narrative** – The narrative must clearly tie together Project Description, Deliverables, and Other Outcomes / Project Context. Other details that need to be addressed in each component are outlined below.

a. **Project Description –** Applicants must describe the purpose of the project and include the following information:

i. Clearly defined purpose and goals of the project.

ii. Appropriate and reasonable scope of project activities.

iii. Timeline with appropriate time frames for the completion of the project by May 31, 2024.

iv. How the project addresses an urban and community forestry issue

v. If and how the project supports equity, environmental justice, or addresses environmental health disparities (i.e., existing canopy cover, vulnerability to climate change, environmental health hazards)

1. Applicants must consult the Washington Environmental Health Disparities Map (https://fortress.wa.gov/doh/wtn/WTNIBL/) to assess the health disparity that score (1-10) that is assigned to their project area.

2. American Forest's Tree Equity Score (www.treeequityscore.org/map/) and EPA's EJ Screen (https://ejscreen.epa.gov/mapper/) are two other useful tools for this information.

b. **Activities –** Applicants must provide a clear and comprehensive list of activities with associated tasks and deliverables. Activities are the work for which the Applicant is requesting funding. Tasks are the major steps required to complete the activity. Deliverables are the results of the tasks or activities and are provided to DNR as evidence of completion. Deliverables include but are not limited to:

i. Any products that are created for or by the project (and associated consultant fees, if applicable), such as reports, plans, maps, data, sign-in sheets, posters, mailers, design proofs, presentations, websites, educational materials, etc.
ii. Proof of number of trees purchased and properly planted.
iii. Proof of supplies or equipment.
iv. Documentation of stipends for project participants.
v. Any documentation used to promote the project or demonstrate successful completion of project elements, such as photographs, videos, written articles, news releases, social media posts, etc.

*c.* **Other Outcomes / Project Context** – Describe other project outcomes or components unique to the project that may add value or context. Examples could be, but are not limited to:

i. Innovative methods such as new technology or techniques.
ii. Partnerships or cooperative ventures important to the success of the project.
iii. Addressing environmental justice and health disparity issues.
iv. History of involvement with community.
v. Description of how residents are part of the project's decision-making process.
vi. Community involvement in stewardship or advocacy activities.

## 3.4 BUDGET (SCORED)

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

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

Project costs must be submitted as shown in Exhibit A – Project Proposal Form. Details that need to be addressed are outlined below:

- Well-identified, diverse funding sources, including matching funds.
- Describe matching funds, including Applicant, in-kind and cash. There is a requirement to provide 100% matching funds (1:1), unless the project benefits communities containing a portion of at least one census tract of high environmental health disparity that score 8-10 according to the Washington Environmental Health Disparities Map (https://fortress.wa.gov/doh/wtn/WTNIBL/), then match is reduced to 50% (1:2).
- 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 deliverables of the project during the grant period as proposed on the budget worksheet in Exhibit A – Project Proposal Form. Examples of eligible costs include, but are not limited to:

- Hiring a professional consultant or contractor for the project such as a facilitator, instructor, certified arborist, landscape architect, landscape designer, planner, web designer, graphic designer, or translator, etc.
- Seasonal employees, special staff, or intern hired expressly to carry out the project.
- Costs for 501(c)(3) non-profit staff.
- Stipends to support community participation necessary for the project as detailed in project proposal.
- Landscape-sized trees at least 1.25" in caliper and related supplies.
- Shrubs and groundcovers; not to exceed 10% of total project value.
- Hand tools such as hand pruners, hand saws, shovels, and rakes; not to exceed 10% of total project value.
- Costs for course, class, conference, or training event registrations directly related to the project for staff, tree board members, or others directly involved in the implementation of the grant project.
- Design, production, printing, and other costs to develop multi-media materials or interpretive signs.
- Facility rental for meetings directly associated with project activities.
- Project-specific computer software.

## INELIGIBLE COSTS

The following costs may not be paid by grant funds or used 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

Projects benefitting residents living within at least a portion of one census tract of high environmental health disparity that scores 8-10 according to the Washington Environmental Health Disparities Map (https://fortress.wa.gov/doh/wtn/WTNIBL) are required to provide a match requirement of 50% (1:2) match to the requested funds, meaning that the match amount must equal half of the amount of grant funds requested.

All other projects in communities with environmental health disparity scores of 1-7 according to the Washington Environmental Health Disparities Map (https://fortress.wa.gov/doh/wtn/WTNIBL) have a match requirement of 100% (1:1), meaning the match amount must be equal to the amount of grant funds requested.

Matching funds must fall within the following categories:

**A. Applicant Match**

a. Staff salaries, wages, and overhead for local units of government, educational

institutions, tribal governments, special taxing districts, or other public entities.

b. Project costs incurred for services, equipment, wages, supplies, etc. directly incurred by the Applicant.

**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 donated equipment associated with the project.

b. A rate of $34.87 per hour (Washington State 2021 value of volunteer time published by Independent Sector (https://independentsector.org/resource/value-of-volunteer-time//) 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. Non-Applicant Cash Match**

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

## 3.6 CERTIFICATION AND ASSURANCES FORM (PASS/FAIL)

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

## 3.7 WAGE LAW COMPLIANCE (PASS/FAIL)

Prior to awarding a contract, agencies are required to determine that a Bidder is a 'Responsible Bidder.' *See* RCW 39.26.160(2)(f) and (4). Pursuant to legislative enactment in 2017, the Responsible Bidder Criteria include a Contractor Certification that the Contractor has not willfully violated Washington's wage laws. See Chap. 258, 2017 Laws (enacting SSB5301). All Bidders must submit Exhibit D – Wage Law Compliance, signed by an individual authorized to bind the Bidder contractually. A Bidder's failure to comply with the required Wage Law Compliance certification means that the Bidder is <u>not</u> responsible and therefore will not be evaluated. *See* RCW 39.26.160(2)(f) & (4).

# 4 EVALUATION AND AWARD

The evaluation process is designed to award grant funding to the Applicants whose applications best meet the requirements of this competitive grant. However, Bidders are encouraged to submit bids, quotations and/or proposals 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 agreements with the Applicants 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 establish one or more grants.

## 4.1 ELIGIBILITY (PASS / FAIL)

All applications will be reviewed by the Application Coordinator after submission 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 projects implemented within the Snohomish River Watershed, Water Resource Inventory Area 7 (https://fortress.wa.gov/dfw/score/score/maps/map_wria.jsp).

## 4.3 PREFERENCE – EXECUTIVE ORDER 18-03 – WORKER'S RIGHTS (SCORED)

FIRMS WITHOUT MANDATORY INDIVIDUAL ARBITRATION FOR EMPLOYEES

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), DNR will evaluate bids, quotations and/or proposals for best value and provide a bid preference in the amount of 5% to any Bidder who certifies, pursuant to the certification attached as Exhibit E – Contractor Certification – Executive Order 18-03 Worker's Rights, that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waiver.

## 4.4 EVALUATION WEIGHTING AND SCORING

| CRITERIA | MAXIUM POINTS |
|---|---|
| ELIGIBILITY | |
| SECTION 1.3 – MINIMUM QUALIFICATIONS | PASS/FAIL |
| SECTION 3.6 – CERTIFICATIONS AND ASSURANCES FORM (EXHIBIT C) | PASS/FAIL |
| SECTION 3.7 – WAGE LAW COMPLIANCE (EXHIBIT D) | PASS/FAIL |
| SECTION 4.1 – ELIGIBILITY | PASS/FAIL |
| PROJECT PROPOSAL | |
| PROPOSAL SUMMARY | 5 |
| PROPOSAL NARRATIVE | |
| PROJECT DESCRIPTION | 10 |
| ACTIVITIES | 10 |
| OTHER OUTCOMES/PROJECT CONTEXT | 10 |
| PROPOSAL BUDGET | |
| BUDGET | 10 |
| **SUB-TOTAL** | **45** |
| PREFERENCES | |
| SECTION 4.2 – SALMON RECOVERY | 2.5 |
| SECTION 4.3 – EXECUTIVE ORDER 18-03 (EXHIBIT E) | 2.5 |
| **TOTAL POSSIBLE POINTS W/PREFERENCES** | **50** |

# 5 EXHIBITS

EXHIBIT A – Project Proposal Form
EXHIBIT B – Urban & Community Forestry and Environmental Justice
EXHIBIT C – Certifications and Assurances Form
EXHIBIT D – Contractor Certification – Wage Law Compliance
EXHIBIT E – Contractor Certification – Executive Order 18-03 Worker's Rights
EXHIBIT F –Sample Contract, WA State Department of Natural Resources General Terms and Conditions, and United States Forest Service Minimum Federal Provisions

## EXHIBIT A – PROJECT PROPOSAL FORM

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

2023 Washington Community Forestry Assistance Grant

*Grant funds are provided by the Washington State Department of Natural Resources (DNR) Urban & Community Forestry Program.*

---

Section I — PROPOSAL SUMMARY

*Complete all fields and provide a signature. Scanned copies in PDF format are acceptable for electronic submissions.*

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

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

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

**Address and Contact Information for the Organization Applying for the Grant**

Applicant/Organization Name: _____

Applicant/Organization Phone: (  )  -  _____ Employer Identification Number: (EIN#)

Mailing Address _____

City _____State _____Zip Code_____

Applicant Contact Person _____ E-mail Address _____

Title/Role with Organization _____ Phone number _____

Score of project location according to the Washington Environmental Heath Disparities Map (*see section 3.3A of the RFA for details, map link*: https://fortress.wa.gov/doh/wtn/WTNIBL/): _____

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

Click or tap here to enter text.

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

| | |
|---|---|
| Grant funds requested | $ _____ |
| Matching funds provided | $ _____ |
| Total project funds | $ _____ |

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* *Date*

_____

*Signature of Authorized Representative* *Date*

## Section II — PROPOSAL NARRATIVE

*Applicants must address each item within the space provided. Text must be Arial, size 9, and single spaced.*

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

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

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

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

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

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

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

**3.** OTHER OUTCOMES / PROJECT CONTEXT (not to exceed 1 page in length)

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

Section III — PROPOSAL BUDGET WORKSHEET and SAMPLE BUDGET

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

Name of Proposed Project: _____
Applicant/Organization Name: _____

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

# SAMPLE BUDGET

Project Name __Inventory and Management Plan_____

Applicant Organization ____City of Forestree_____

In this example, the City of Forestree is applying for a 2022 Community Forestry Assistance Grant to do an urban forestry inventory and management plan. They plan to conduct an inventory with support from a contractor, in-house staff and help from a volunteer group. They plan to contract with a consultant to analyze data and write the management plan.

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

| EXPENSE | Grant Funds | Applicant Match | In-Kind Match | Non-Applicant Cash Match | TOTAL PER EXPENSE |
|---|---|---|---|---|---|
| **Activity 1:** Tree Inventory | | | | | |
| Task 1.1 Data Collection | | | | | |
| Consultant collects data<br>Deliverable 1.1(a): completed plan | $10,000 | | | | $10,000 |
| Staff collect data and supervise volunteers | | $6,000 | | | $6,000 |
| Volunteers collect data<br>15 @ $24.87/hr * 287 total hours | | | $10,000 | | $10,000 |
| Task 1.2 Purchase tree inventory software | | | | | |
| "Brand Name" inventory software<br>Deliverable 1.2(a): proof of purchase | $1,000 | $1,000 | | | $2,000 |
| Task 1.3 Training for volunteers | | | | | |
| Four 1-hour training sessions | $1,000 | $2,000 | $2,000 | | $5,000 |
| **Activity 2:** Data Analysis | | | | | |
| Task 2.1 | | | | | |
| Consultant to analyze data<br>Deliverable 2: results of analysis | $6,000 | | | | $6,000 |
| **Activity 3:** Management Plan | | | | | |
| Consultant writes and submits plan<br>Deliverable 3(a): completed plan | $7,000 | | | | $7,000 |
| Printing (Generous benefactor) – 1,000 copies | | | | $1,000 | $1,000 |
| TOTAL PER FUND CATEGORY | $25,000 | $9,000 | $12,000 | $1,000 | $47,000 |

## EXHIBIT B – Urban & Community Forestry and Environmental Justice

Urban & Community Forestry is a practice dedicated to the planting, care, and management of trees and green space in cities and towns. Volunteerism in urban forestry is a powerful force for change in cities of all sizes, as volunteers assist with tree planting, removal of invasive plants, and the planning of public events such as Arbor Day, among other activities. Mid-to-large size cities typically have one or more professional arborists or foresters on staff whose job it is to oversee the care and management of public trees. Smaller cities and towns may not have in-house expertise, but rely on contractors and consultants to help them navigate urban forestry issues and challenges.

A growing body of scientific research has demonstrated how trees in cities and towns provide numerous 'ecosystem services', which is a term often used to describe the benefits provided by trees and forests. Trees, for example:

- Store atmospheric carbon in their wood, helping to offset carbon emissions generated in cities and mitigating the impacts of climate change.
- Pump oxygen and water vapor into the air as well as trap airborne particulates in their canopies, improving local air quality.
- Provide cooling shade in summer and can buffer cold winds in winter which helps moderate local temperatures, mitigate the effects of summer heat waves, and reduces costs for heating and cooling.
- Intercept and soak up rainfall, helping to reduce flooding, erosion, and polluted runoff into nearby creeks, streams, rivers, lakes, and Puget Sound.
- Can be planted to screen the sights and sounds of industrial sites, railroad corridors, highways, and other such infrastructure, reducing noise and softening the aesthetic for adjacent neighborhoods.
- Protect wildlife habitat for birds, mammals, and fish, including endangered species such as salmon and orcas.

There is also compelling evidence that urban trees generate many social and public health benefits, including:

- Increased walkability and physical activity. As urban environments are made healthier and more comfortable by the presence of trees and greenspace, people are encouraged to be more active outside with activities such as walking, running, cycling, gardening, etc.
- Increased community cohesion. People that spend more time outside among treed spaces are more likely to meet and get to know their neighbors. This yields many benefits including increased communication, development or enhancement of the neighborhood's cultural identity, and reductions in petty crime, among others.
- Reduced stress, anxiety, and aggression. Access to trees and greenspaces has been shown to have measurable positive impacts on people's ambient levels of stress, anxiety, and feelings of aggression. This leads to reductions in violent crimes and incidents of domestic violence.
- Increased focus, attention and learning. Both adults and children are able to stay more focused for longer periods of time after having spent time outside in treed landscapes, or even when greenery is visible through a window. This can mitigate some symptoms of attention deficit disorder and boost learning outcomes.
- Reduced public health threats. Communities with regular access to trees and greenspaces experience lower rates of cardiovascular and respiratory diseases which improves human health outcomes and reduces the collateral costs of poor health.
- Reduced traffic speeds. Trees planted along roadsides can reduce overall traffic speeds similar to how vehicles will slow down when driving through a tunnel, over a bridge, or down a narrow street. This reduces road noise and improves safety for motorists, cyclists, and pedestrians.

The social, environmental, and economic benefits of urban trees can mitigate numerous negative aspects of the built environment. As such, disparities in the benefits of tree cover as a result of class or racial segregation represent an environmental injustice. Communities with a lack of urban trees and low canopy cover may experience:

- Excessive heat, wind, or noise
- Expansive asphalt and concrete resulting in lack of greenspace and tree cover
- Pollution of air, water, or soil
- Flooding or erosion
- Noxious, invasive, or high-risk trees and other vegetation
- Limited access to trees in natural areas, gardens, parks, or other similar landscapes

These conditions may directly or indirectly be associated with social disparities in income, homeownership, education, access to transportation and other services, public health outcomes, and other challenges.

## EXHIBIT C – Certifications and Assurances Form

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

1. I/we declare that all answers and statements made in the bid, quotation and/or proposal 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 bid, quotation and/or proposal.
3. The attached bid, quotation and/or proposal is a firm offer for a period of 60 calendar days following receipt, and it may be accepted by the Agency without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this bid, quotation and/or 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 bid, quotation and/or proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the Agency will not reimburse me/us for any costs incurred in the preparation of this bid, quotation and/or proposal. All bids, quotations and/or proposals become the property of the Agency, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid, quotation and/or proposal.
6. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to award, directly or indirectly to any other Bidder or to any competitor.
7. I/we agree that submission of the attached bid, quotation and/or proposal constitutes acceptance of the solicitation 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.
8. 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
9. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid, quotation and/or proposal for the purpose of restricting competition.
10. I/we grant the Agency the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the goods delivered or services rendered contemplated in this procurement.
11. 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.
12. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.
13. See Section MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION for more details. If no box is checked, DNR will assume it was the intension of the Bidder 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: SOLICITATION COORDINATOR WITH YOUR BID, QUOTATION AND/OR PROPOSAL AS INDICATED WITHIN.

## EXHIBIT D – Contractor Certification – Wage Law Compliance

RESPONSIBLE BIDDER CRITERIA
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).*

**Solicitation Date:** enter month enter day, enter year

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 procurement solicitation date.

OR

☐ **Violations of Wage Laws.** This firm has been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the above-referenced procurement solicitation 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: SOLICITATION COORDINATOR WITH YOUR BID, QUOTATION AND/OR PROPOSAL AS INDICATED WITHIN.

## EXHIBIT E – Grantee Certification – Executive Order 18-03 Worker's Rights

WASHINGTON STATE PROCUREMENT OF GOODS & SERVICES CONTRACTS

*Pursuant to the Washington State Governor's Executive Order 18-03 (dated June 12, 2018), the Washington State Department of Natural Resources is seeking to contract with qualified entities and business owners who certify that their employees are not, as a condition of employment, subject to mandatory individual arbitration clauses and class or collective action waivers.*

**Solicitation No.:** DNR RFA 23-39

I hereby certify, on behalf of the firm identified below, as follows (check one):

☐ **NO MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

OR

☐ **MANDATORY INDIVIDUAL ARBITRATION CLAUSES AND CLASS OR COLLECTIVE ACTION WAIVERS FOR EMPLOYEES.** This firm requires its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

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: GRANT COORDINATOR WITH YOUR APPLICATION AS INDICATED WITHIN.

**EXHIBIT F – Sample Contract, WA State Department of Natural Resources General Terms & Conditions, and United States Forest Service Minimum Federal Provisions**

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

NO. Agreement number

PI:
Funding Source: State or Federal
Grant Funded: ☐ Yes ☒ No
OMWBE: ☐ Small Business ☐ Veteran Owned ☐ Not Applicable
Procurement method (Select one): ☐ Solicitation (Enter Solicitation Type & Number),

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

Enter Contractor Name

Enter Contractor Address

Enter City, State Zip Code

**Phone:** Enter Contractor Phone Number

**Email:** Enter Contractor Email

**WA State UBI Number:** Enter UBI Number

**Federal Taxpayer Identification Number:** Enter Tax ID Number

**Statewide Vendor # (SWV):** Enter SWV #

## PURPOSE

The intent of the 2023 Community Forestry Assistance grant program is to assist communities in developing urban forest planning, programming tools, and activities that may not otherwise receive local funding. Projects are to improve management, care, and public engagement with trees growing in parks, natural areas, and along public rights-of-way. These projects address social and environmental disparities in Washington communities by investing in community-identified urban forestry needs advancing environmental, social, or public health outcomes.

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

## SCOPE OF WORK

A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this grant agreement, the nature of the working relationship between DNR and the GRANTEE, and specific obligations of both parties.

B. Exhibit B, attached hereto and incorporated by reference, contains the Scope of Work. The GRANTEE will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as included in the Scope of Work.

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

C. The GRANTEE shall produce the following written reports by the dates indicated below.
   - Midterm Report: December 29, 2023
   - Final Report: May 31, 2024

   The GRANTEE must fill out a report template that includes the following information:
   - Summary of the project status
   - Achievements or setbacks (if any) to date
   - Progress by activity, task, and deliverable
   - Line item report of expenditures from the grant funding

   The final report must be submitted with the final invoice at the conclusion of the project. The final report must include the following information in addition to the report template:
   - Activities undertaken,
   - Barriers and lessons learned,
   - Any maps and other relevant graphics related to the deliverables,
   - Outcomes achieved,
   - Minimum Match Requirements Report (page 3, AWARD), and
   - 400-500 word article telling the story of the project including references to DNR (and the USDA Forest Service if federally funded), local project partners, location, purpose, and outcomes as well as two high quality images

## PERIOD OF PERFORMANCE

The period of performance under this grant agreement will be from the date of execution or July 3, 2023, whichever is later, through May 31, 2024 unless terminated sooner as provided herein. Amendments to extend the period of performance are not allowed.

## AWARD

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

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

Special Budget Provisions

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

Minimum Match Requirements Report

The minimum required amount of matching dollars for this grant award is [$00,000].

The GRANTEE must provide a report recording the source and amount of matching dollars (e.g. grantee, in-kind, donated cash match) that equals, or exceeds, the match requirement. This record must be submitted along with the Final Grant Report. The GRANTEE must also provide a list of any deliverables associated with the recorded match as well as a copy of created materials or data, if applicable. DNR reserves the right to withhold payment of the final invoice until the GRANTEE provides both the match record, and evidence of associated deliverables.

## BILLING PROCEDURES

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

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

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

8. Total invoice amount

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

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

Fiscal Year Closures

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

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

Final payment will be withheld until satisfactory acceptance of the final report (page 2, SCOPE OF WORK) and Minimum Match Requirements Report (page 3, AWARD).

## OUTREACH AND PRINTED MATERIALS

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

> *"Funds for this project were provided by the State of Washington Department of Natural Resources Urban and Community Forestry Program."*
>
> OR
>
> *"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."*

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

## 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.

| **CONTRACTOR Grant Manager Information** | **AGENCY Grant Manager Information** |
|---|---|
| | Department of Natural Resources<br>1111 Washington Street SE<br>Olympia, WA 98504-7037<br>*Phone:*<br>*Email address:* |
| **CONTRACTOR Project Manager Information** | **AGENCY Project Manager Information** |
| | Department of Natural Resources<br>1111 Washington Street SE<br>Olympia, WA 98504-7037<br>*Phone:*<br>*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 statutes and regulations.
2. Terms and conditions of a grant awarded to the state from the federal government, attached as Exhibit Enter exhibit letter.
3. Washington state statutes and regulations.
4. Terms and conditions of a grant awarded from one agency to another, attached as Exhibit Enter exhibit letter
5. DES Master Contract Enter DES Master Contract #
6. Special terms and conditions as contained in this basic contract instrument.
7. Exhibit A – WA State Department of Natural Resources General Terms and Conditions.
8. Exhibit B – Request for Proposals No. Enter Solicitation Number.
9. Exhibit C – Contractor's Proposal dated Enter proposal date.
10. 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 NAME | **STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES** |
|---|---|
| *Signature* *Date* | *Signature* *Date* |
| | Andy Tate |
| *Name* | *Name* |
| | Community & Landowner Assistance Assistant Division Manager |
| *Title* | *Title* |
| | 1111 Washington Street SE Olympia, WA 98504-7037 |
| *Address* | *Address* |
| | (360) 902-1798 |
| *Telephone* | *Telephone* |

# WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

## 1. ACCESS TO DATA

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

## 2. ADVANCE PAYMENTS PROHIBITED

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

## 3. AMENDMENTS

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

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

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

## 5. ANTITRUST

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

## 6. ASSIGNMENT

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

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

## 7. ATTORNEYS' FEES

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

## 8. COMPLIANCE WITH APPLICABLE LAW

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

## 9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

## 10. CONFLICT OF INTEREST

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

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

## 11. COPYRIGHT PROVISIONS

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

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

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free,

irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

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

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

**12. COVENANT AGAINST CONTINGENT FEES**

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

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

**13. DEFAULT**

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

**14. DELIVERY, INSPECTION, REJECTION, CURE:**

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

## 15. DEFINITIONS

Definitions for the purposes of this solicitation include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WEBS** – Washington's Electronic Business Solution System.

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

## 16. DISALLOWED COSTS

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

## 17. DISPUTES

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

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

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

## 18. DUPLICATE PAYMENT

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

## 19. ENVIRONMENTAL CONSIDERATIONS

### ELECTRONIC PRODUCTS

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

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

### NON-HYDROFLUOROCARBONS (HFCs)

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

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

### NON-MERCURY ADDED PRODUCTS

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

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

**POLYCHLORINATED BIPHENYLS (PCBs)**

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

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

**RECYCLED CONTENT PRODUCTS**

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

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

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

## 20. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS

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

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

**21. FUNDING SOURCE**

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

**22. GOVERNING LAW**

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

**23. HARASSMENT**

Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-037 Harassment Prevention:
https://www.dnr.wa.gov/publications/em_PO01-037_harassment_prevention.pdf.

**24. INDEMNIFICATION**

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

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

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

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

**25. INDEPENDENT CAPACITY OF THE CONTRACTOR**

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

## 26. INDUSTRIAL INSURANCE COVERAGE

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

## 27. INTERGRATION

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

## 28. LICENSING, ACCREDITATION AND REGISTRATION

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

## 29. LIMITATION OF AUTHORITY

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

## 30. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

## 31. NONDISCRIMINATION

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

## 32. PRIVACY

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

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

## 33. PUBLICITY

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

## 34. RECORDS MAINTENANCE

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

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

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

## 35. REGISTRATION WITH DEPARTMENT OF REVENUE

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

## 36. REMEDIES:

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

## 37. RIGHT OF INSPECTION

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

## 38. SAVINGS

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

## 39. SEVERABILITY

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

**40. SITE SECURITY**

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

**41. SUBCONTRACTING**

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

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

**42. TAXES**

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

**43. TERMINATION FOR CAUSE**

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

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

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

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

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

## 44. TERMINATION FOR CONVENIENCE

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

## 45. TERMINATION PROCEDURES

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

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

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

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

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

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

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

## 46. TREATMENT OF ASSETS

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

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

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

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

**48. WAIVER**

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

**49. WARRANTIES**

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

## UNITED STATES FOREST SERVICE 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