



**GRANT AGREEMENT
STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES (DNR)
URBAN AND COMMUNITY FORESTRY**

NO. Agreement number

PI:

Funding Source: State

Grant Funded: Yes No

OMWBE: Small Business Veteran Owned Not Applicable

Procurement method: Solicitation (2024 Community Forestry Assistance Grant, RFA 24-16)

This grant agreement is made and entered into by and between the State of Washington, Department of Natural Resources, hereinafter referred to as "DNR", and the below named firm, hereinafter referred to as "GRANTEE", collectively the "Parties".

Enter Contractor Name

Enter Contractor Address

Enter City, State Zip Code

Phone: **Enter Contractor Phone Number**

Email: **Enter Contractor Email**

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

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

Statewide Vendor # (SWV): Enter SWV #

1. PURPOSE

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

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

2. SCOPE OF WORK

- A. Exhibit A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this grant agreement, the nature of the working relationship between DNR and GRANTEE, and specific obligations of both Parties.
- B. The scope of work/deliverables for this agreement will be produced by GRANTEE using the Project Work Plan and Budget Template, attached hereto as Exhibit B and incorporated by reference. The Project Work Plan and Budget shall be agreed by the Parties prior to the start of any work, as reflected by the signatures of their respective Project Managers. GRANTEE will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work.

The Project Work Plan and Budget may be amended, as necessary and agreed by the Parties, to account for changes in project details and/or budget using an amended Project Work Plan and Budget.

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. GRANTEE shall include as deliverables the following written reports:
 - Interim Reports (approximately every 180 days from the project start date)
 - Final Report (at the end of the project)Report templates will be provided by the DNR Project Manager.
- D. With the Final Report, GRANTEE will provide as a deliverable a 400 to 500-word article telling the story of the project, including references to DNR, local project partners, location, purpose, and outcomes, as well as two high quality images. This requirement maybe substituted with approval of the DNR Project Manager.

3. PERIOD OF PERFORMANCE

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

4. AWARD

The total grant award payable to GRANTEE for satisfactory performance of the work under this grant agreement shall not exceed **Dollar Amount** Dollars (**\$ enter dollar amount**). GRANTEE's compensation shall be based on the details set out in the Project Work Plan and Budget.

Unless otherwise determined, funding for this agreement is provided by the Washington State 23-25 Operating Budget, DNR Program Index, Project Code XXX

Continued performance under this agreement is subject to funding availability; should funding be repealed, unappropriated, unobligated, or otherwise removed from spending authority, all billable work will cease immediately upon notification and termination of the agreement will take effect immediately.

Expenses

GRANTEE shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by DNR as reimbursable. The maximum amount to be paid to the GRANTEE for authorized expenses shall not exceed **Enter dollar amount in written form** (**\$Enter amount of allowed expenses**), which amount is included in the contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. GRANTEE shall receive compensation for travel expenses at current state travel reimbursement rates. Expenses related to travel will be reimbursed as follows:

- Meals = **@ per diem**, broken down per meal (do not provide receipt, meals will be paid at the current state per diem rate, not actual costs)
- Car Rental = **@ actual** (attach receipt)
- Gas for Car Rental = **@ actual** (attach receipt)
- Hotel = **@ actual** but no more than **@state allowed lodging rates** (attach receipt)
- Personal vehicle mileage = **@ state allowed mileage rate** (no receipt needed)

5. BILLING PROCEDURES AND PAYMENT

Each invoice submitted by GRANTEE to DNR shall include the information needed by DNR to determine the exact nature of all expenditures. Each invoice for this agreement will be produced by GRANTEE using the Invoice Template, attached hereto as Exhibit C and incorporated by reference, and be submitted electronically to the following website: <https://app.smartsheet.com>. GRANTEE's internal invoice format may be attached as backup documentation; however, DNR will only consider invoices which utilize Exhibit C – Invoice Template.

DNR will pay GRANTEE upon satisfactory acceptance of fully completed activities, tasks, and/or deliverables clearly identified in its Project Work Plan and Budget and approved by the DNR Project Manager. Invoices and the required supporting documentation must be submitted as one PDF document.

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

Payment shall be considered timely if made by DNR within 30 calendar days after receipt of properly completed invoices.

Fiscal Year Closures

Under fiscal year closing procedures, GRANTEE must submit all invoices and/or billings for services or material supplied under this agreement through June 30 to DNR no later than July 10 of the same year.

DNR may, in its sole discretion, terminate the grant agreement or withhold payments claimed by the GRANTEE for services rendered if 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.

6. GRANT MANAGEMENT

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

Grantee Grant Manager Information	DNR Grant Manager Information
<i>Phone:</i> <i>Email address:</i>	Sajjad Alokozai Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 <i>Phone:</i> 360-915-3944 <i>Email address:</i> sajjadullah.alokozai@dnr.wa.gov
Grantee Project Manager Information	DNR Project Manager Information
<i>Phone:</i> <i>Email address:</i>	Ben Thompson Department of Natural Resources 1111 Washington Street SE Olympia, WA 98504-7013 <i>Phone:</i> 360-485-8651 <i>Email address:</i> ben.thompson@dnr.wa.gov

7. 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 or provide Federal Workers Compensation insurance or coverage under [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 [Chapter 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.

8. ASSURANCES

DNR and 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.

9. 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. Washington State statutes and regulations.
3. Special terms and conditions as contained in this basic contract instrument.
4. Exhibit A – WA State Department of Natural Resources General Terms and Conditions.

5. Any other provision, term, or material incorporated herein by reference or otherwise incorporated.

10. OUTREACH AND PRINTED MATERIALS

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

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

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

11. STATE SUBCONTRACTS

Subcontractor means not in the employment of the State of Washington, who is performing all, or part of the activities related to this agreement under a separate contract with CONTRACTOR responsible for the scope of work as identified within. If utilizing subcontractors to perform the scope of work, CONTRACTOR is required to obtain subcontractors in compliance with [RCW 39.26](#).

12. SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

This contract is subject to compliance tracking using the State’s business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women’s Business Enterprises at <https://omwbe.diversitycompliance.com/>. CONTRACTOR and all subcontractors shall report and confirm receipt of payments made to CONTRACTOR and each subcontractor through Access Equity. User guides and documentation related to CONTRACTOR and subcontractor access to, and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. DNR reserves the right to withhold payments from CONTRACTOR for non-compliance with this section. For purposes of this section, subcontractor means any subcontractor working on the contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

CONTRACTOR shall:

1. Register and enter all required subcontractor information into Access Equity no later than fifteen (15) days after DNR creates the Contract Record.
2. Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after DNR creates the Contract Record.
3. Report the amount and date of all payments (i) received from the DNR, and (ii) paid to Subcontractors, no later than a date mutually agreed to by the parties, issuance of each payment made by DNR to CONTRACTOR, unless otherwise specified in writing by DNR, except that CONTRACTOR shall mark as “Final” and report the final subcontractor payments) into Access Equity no later than thirty (30) days after the final

payment is due the subcontractor(s) under the contract, with all payment information entered no later than sixty (60) days after end of fiscal year.

4. Monitor contract payments and respond promptly to any requests or instructions from DNR or system-generated messages to check or provide information in Access Equity.
5. Coordinate with subcontractors, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.
6. Require each subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from CONTRACTOR or a higher tier subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from CONTRACTOR or system-generated messages to check or provide information in Access Equity; and (v) coordinate CONTRACTOR, or DNR when necessary, to resolve promptly any discrepancies between reported and received payments.

CONTRACTOR is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. CONTRACTORS that have previously registered with B2Gnow for any public entity, must verify the system has updated information. CONTRACTORS can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, CONTRACTOR will report payments to ALL subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the subcontractor, payment dates, and any additional information required to verify payment to subcontractors. CONTRACTOR will enter this payment information into the Access Equity system, and the subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both CONTRACTORS and subcontractors.

In the Access Equity system, **PRIME CONTRACTOR** is defined as a CONTRACTOR that signs a contract with DNR, but also subcontracts a portion of the work to other businesses and manages the performance of subcontracted work.

13. SUBCONTRACTOR INCLUSION PLAN

Any CONTRACTOR entering into a subcontract shall ensure that all subcontractors complete a Diverse Business Inclusion Plan - Subcontractors (see Exhibit D).

The State of Washington works towards providing the maximum practicable opportunity for small and diverse businesses in the performance of all State contracts. CONTRACTOR shall use genuine efforts to utilize race- or gender-neutral means to allow opportunities for small and diverse businesses to participate in subcontracts, where participation opportunities are present. CONTRACTOR shall make genuine efforts to ensure all available business enterprises, including small and diverse businesses, have equal opportunity for participation which might be

presented under this Agreement. Examples of genuine efforts include, but are not limited to, the following:

1. Submit inclusion plans with genuine efforts to meet the aspirational goals on the project;
2. Engaging in targeted outreach;
3. Providing training; and
4. Using the OMWBE & DBA certified business directories to locate certified minority, women- and veteran-owned businesses, and WEBS to search for qualified small business

CONTRACTOR shall include a similar provision in all subcontracts awarded for work to be performed under the contract with the State.

14. 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.

15. 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.

16. 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**

<hr/> <i>Signature</i>	<hr/> <i>Date</i>	<hr/> <i>Signature</i>	<hr/> <i>Date</i>
<hr/> <i>Name</i>		Andy Tate	
<hr/> <i>Title</i>		Community & Landowner Assistance Assistant Division Manager	
<hr/> <i>Address</i>		1111 Washington Street SE MS 47013 Olympia, WA 98504-7013	
<hr/> <i>Telephone</i>		(360) 902-1798	

EXHIBIT A

WA STATE DEPARTMENT OF NATURAL RESOURCES GENERAL TERMS AND CONDITIONS

1. ACCESS TO DATA

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

2. ADVANCE PAYMENTS PROHIBITED

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

3. AMENDMENTS

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

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

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

5. ANTITRUST

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

6. ASSIGNMENT

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

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

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

7. ATTORNEYS' FEES

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

8. COMPLIANCE WITH APPLICABLE LAW

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

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

10. CONFLICT OF INTEREST

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

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

11. COPYRIGHT PROVISIONS

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

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs,

films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

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

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

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

12. COVENANT AGAINST CONTINGENT FEES

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

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

13. DEFAULT

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

14. DELIVERY, INSPECTION, REJECTION, CURE:

1. TIME OF THE ESSENCE: Time is of the essence in the performance of the contract.

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

15. DEFINITIONS

Definitions for the purposes of this solicitation include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEBS – Washington's Electronic Business Solution System.

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

16. DISALLOWED COSTS

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

17. DISPUTES

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

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the Contractor's name, address, and contract number; and

- Be mailed to the Agent and the other party's (respondent's) contract manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Agent and the requester within five 5 working days.
 3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
 4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

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

18. DUPLICATE PAYMENT

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

19. ENVIRONMENTAL CONSIDERATIONS

ELECTRONIC PRODUCTS

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

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

NON-HYDROFLUOROCARBONS (HFCs)

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

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

NON-MERCURY ADDED PRODUCTS

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

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

POLYCHLORINATED BIPHENYLS (PCBs)

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

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

RECYCLED CONTENT PRODUCTS

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

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

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

20. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS

MANDATORY INDIVIDUAL ARBITRATION. If Bidder returned Contractor Certification – Executive Order 18-03 Worker's Rights, and Contractor represents and warrants, as previously certified in Contractor's bid, quotation and/or proposal submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

21. FUNDING SOURCE

At all times during the course of this contract, the Contractor must comply with applicable laws, rules, policy and regulations required by the source of funding for the contract.

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 PO01-052 Sexual Harassment:

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

DNR's Policy PO01-051 Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for

contractors: www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf.

DNR's Policy PO01-037 Harassment Prevention outlines DNR's commitment and the

expectations for

contractors: www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.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

- a. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at [RCW 49.60.530\(3\)](#). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
- b. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to [RCW 49.60.530\(3\)](#).
- c. Default. Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to [RCW 49.60.530\(3\)](#). Any such suspension will remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at [RCW 49.60.530\(3\)](#), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in [RCW 39.26.200](#). CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract 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,

which damages are distinct from any penalties imposed under [Chapter 49.60, RCW](#). DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

31. NONDISCRIMINATION

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

32. PRIVACY

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

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

33. PUBLICITY

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

34. RECORDS MAINTENANCE

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

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

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

35. REGISTRATION WITH DEPARTMENT OF REVENUE

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

36. REMEDIES:

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

37. RIGHT OF INSPECTION

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

38. SAVINGS

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

39. SEVERABILITY

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

40. SITE SECURITY

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

41. SUBCONTRACTING

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

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

42. TAXES

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

43. TERMINATION FOR CAUSE

In the event the Agency determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Agency has the right to suspend or terminate this contract. Before suspending or terminating the contract, the Agency shall notify the Contractor in writing (including

email) of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

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

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

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

44. TERMINATION FOR CONVENIENCE

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

45. TERMINATION PROCEDURES

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

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

Contractor such sum as the Agent determines to be necessary to protect the Agency against potential loss or liability.

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

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

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

46. TREATMENT OF ASSETS

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.

2. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
3. The Contractor shall be responsible for any loss or damage to property of the Agency that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
4. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, Agents or Subcontractors.

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

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

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

48. WAIVER

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

49. WARRANTIES

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

EXHIBIT B - PROJECT WORK PLAN AND BUDGET

2024 UCF CFA PROJECT WORK PLAN

Grantee Organization Name: _____

2024 Community Forestry Assistance Grant (Agreement Number _____)

Period of Performance: _____

Overview: [insert narrative based on submitted proposal]

Activity 1: Title and Description			
<i>Example: Town Outreach and Engagement: This activity will engage with local community members to identify needs and goals of the community, analyze data from interview and survey questions, and promote Urban Forestry techniques that can be used by the communities.</i>			
Task	Deliverable	Completion Date	Estimated Cost
1.1. <i>Subcontractor skilled in public outreach to develop a survey to inquire about community goals and needs.</i>	<i>Copy of survey developed (.pdf preferred). Documentation of payment to contractor for services rendered.</i>	<i>June 1, 2025</i>	<i>\$2,000</i>
1.2. <i>Distribute survey to community using various methods of delivery, including, but not limited to, posting on website, direct mailings, and one-on-one at public events.</i>	<i>Report including:</i> <ul style="list-style-type: none"> <i>- Link to website where survey was posted and estimated number of respondents.</i> <i>- Copy of direct mail materials and number of households reached.</i> <i>- List of community events attended and approximate number of survey respondents.</i> 	<i>June 1, 2025</i>	<i>\$4,580</i>
1.3.			<i>\$</i>
1.4.			<i>\$</i>
Activity 1 Total			<i>\$6,580</i>

Activity 2: Title and Description			
Example: City Urban Tree Inventory:			
<i>Update existing inventory data and collect new data throughout the city, via subcontractor.</i>			
Task	Deliverable	Completion Date	Estimated Cost
<i>2.1. Consultant updates existing tree inventory data.</i>	<i>GIS data and excel export of updated tree inventory.</i>	<i>June 1, 2025</i>	<i>\$8,000</i>
<i>2.2. Consultants collect new point-based tree inventory data and performs data analysis.</i>	<i>GIS data and excel export of new inventory data; results of analysis.</i>	<i>June 1, 2025</i>	<i>\$10,500</i>
<i>2.3. Consultant collects new inventory data using a sample-based approach.</i>	<i>GIS data and excel export; results of analysis.</i>	<i>June 1, 2025</i>	<i>\$9,000</i>
<i>2.4.</i>			<i>\$</i>
Activity 2 Total			<i>\$27,500</i>

Activity 3: Title and Description			
Example: Purchase and install street trees and irrigation:			
<i>Plant new street trees in suitable planting locations as determined by contractor staff. Install irrigation to support tree establishment.</i>			
Task	Deliverable	Completion Date	Estimated Cost
<i>3.1. Purchase and install irrigation to water new trees.</i>	<i>Receipt of irrigation supply purchase; At least 3 photos of irrigation system installation.</i>	<i>June 1, 2025</i>	<i>\$4,354.67</i>
<i>3.2. Purchase and install at least 35 new street trees. Trees to be at least 1.5” caliper.</i>	<i>Invoice of tree purchase with tree species listed; At least 2 photos of street trees being planted.</i>	<i>June 1, 2025</i>	<i>\$8,750</i>
<i>3.3. Purchase planting supplies, including, but not limited to: Mulch, Stakes, and Ties.</i>	<i>Receipt of supplies purchased showing actual costs.</i>	<i>June 1, 2025</i>	<i>\$800</i>
Activity 3 Total			<i>\$13,904.67</i>
Activities 1-3 Total			<i>\$47,984.67</i>

BUDGET

Budget cannot exceed \$ _____. See the Project Work Plan for activity and task descriptions.

Table 1. Cost by Activity

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	\$	\$	\$	\$	\$
Activity 2	\$	\$	\$	\$	\$
Activity 3	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$

Table 2. Cost by Line Item

Personnel and Benefits	
<i>Example: Project Manager (\$38.54/hr) Primary coordinator of tree-planting community event. Work includes outreach, meeting facilitation, purchasing supplies, and preparing reports. Tasks 1.1, 1.2, 1.3, 2.1, 2.3, 3.2</i>	\$
Task(s)	\$
Task(s)	\$
Travel	
<i>Example: Travel Expenses Lodging and mileage (GSA standard rates). Tasks 3.1, 3.2, 3.3</i>	\$
Task(s)	\$
Task(s)	\$
Supplies	
<i>Example: Acme supplies and rental equipment Supply purchases, including event space, advertising, tent, printing, and miscellaneous office supplies. Task 1.3</i>	\$

Task(s)	\$
Task(s)	\$
Contractual	
<i>Example: Event Team Subcontractor Subcontractor will provide personnel to aid with event setup and cleanup. Tasks 1.1, 3.3</i>	\$
Task(s)	\$
Task(s)	\$
Total	\$

The project described herein is located on public property or is open to public access. No grant funds can be used by GRANTEE to meet ordinary maintenance and operating expenses.

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 and are in agreement with its content.

GRANTEE NAME

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES**

<i>Signature</i>	<i>Signature</i>
<i>Date</i>	<i>Date</i>
<i>Name</i>	<i>Name</i>
<i>Project Manager</i>	<i>Project Manager</i>
<i>Title</i>	<i>Title</i>
<i>Address</i>	1111 Washington Street SE MS 47013 Olympia, WA 98504-7013
<i>Telephone</i>	<i>Telephone</i>

EXHIBIT C - INVOICE

INVOICE

Agreement Number:

Invoice Date:

Invoice Number:

From: Grantee Organization Name
 (of PM) Grantee
 Project Manager Address
 Phone
 Email

To: Ben Thompson DNR
 Project Manager
 Washington State Department of
 Natural Resources
 1111 Washington St SE Olympia,
 WA 98504-7013
 ben.thompson@dnr.wa.gov

Also, send copy to:
 Scott Chambers
 scott.chambers@dnr.wa.gov

	Brief description of costs included in this invoice period.	Cost Type	Cost
Task 1.1 Example: Tree Planting Event	Example: - Project Coordinator (25 hrs x \$22 = \$550.00) - Hotel (3 nights; \$429.65; Receipt attached) - Mileage (50 miles x \$0.67 = \$33.50) - Name Tags (\$58.46; Receipt attached) - Seedlings (\$4,667.26; Receipt attached) - Set-up Crew (\$759.25; Receipt attached)	Personnel & Benefits	\$550.00
		Travel	\$161.15
		Supplies	\$4,725.72
		Contractual	\$759.25
Subtotal Task 1.1			\$6,196.12
Task 1.2		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 1.2			\$0.00
Task 1.3		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 1.3			\$0.00
Total Activity 1			\$6,196.12

Activity 2	Brief description of costs included in this invoice period.	Cost Type	Subtotal
Task 2.1		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 2.1			\$0.00
Task 2.2		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 2.2			\$0.00
Task 2.3		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 2.3			\$0.00
Total Activity 2			\$0.00
Activity 3	Brief description of costs included in this invoice period.	Cost Type	Subtotal
Task 3.1		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 3.1			\$0.00
Task 3.2		Personnel & Benefits	\$
		Travel	\$
		Supplies	\$
		Contractual	\$
Subtotal Task 3.2			\$0.00
Task 3.3		Personnel & Benefits	\$
		Travel	\$

	Supplies	\$
	Contractual	\$
Subtotal Task 3.3		\$0.00
Total Activity 3		\$0.00
Total Activities 1-3		\$6,196.12

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

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

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

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

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

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

1. BIDDER’S ANTICIPATED DIVERSE BUSINESS PARTICIPATION (GOALS)

List bidder’s anticipated small/diverse business category participation goals for subcontractor participation, if bidder is awarded a Contract. Bidders may list any goal amount. These goals are aspirational goals for bidder’s use of small/diverse business subcontractors, if awarded a Contract pursuant to this Competitive Solicitation.

SMALL/DIVERSE BUSINESS CATEGORY	AGENCY GOALS*	ANTICIPATED PERCENT OF CONTRACT AMOUNT (GOALS)
Minority-Owned Business	5%	
Woman-Owned Business	5%	
Veteran-Owned Business	1%	
Washington Small Business	10%	

2. BIDDER’S DIVERSE BUSINESS SUBCONTRACTING LIST

Provide the firm information of the relevant small/diverse business subcontractors that bidder anticipates utilizing, if awarded a contract pursuant to this Competitive Solicitation. Please identify the names of the firms as they are listed in Washington’s Electronic Business Solution (WEBS) and provide the firm’s applicable certification numbers (for Minority, Woman, and Veteran-Owned firms).

STATE CERTIFICATION CATEGORY	LIST OF FIRMS
Minority-Owned Businesses	
Woman-Owned Businesses	
Veteran-Owned Businesses	
Washington Small Businesses	

3. DESCRIBE BIDDER’S PLAN TO MEET OR EXCEED BIDDER’S VOLUNTARY *DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS* GOALS, INCLUDING OUTREACH. IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL DOCUMENTS.

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4. IDENTIFY BIDDER’S PRIMARY CONTACT FOR BIDDER’S *DIVERSE BUSINESS INCLUSION PLAN – SUBCONTRACTORS* GOALS. IF MORE SPACE IS NEEDED, PLEASE ATTACH ADDITIONAL DOCUMENTS.

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

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

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

SIGNATURE OF AUTHORIZED PERSON DATE SIGNED

PRINTED NAME OF PERSON MAKING CERTIFICATION FOR FIRM

TITLE OF PERSON SIGNING CERTIFICATE

PRINT COUNTY AND STATE WHERE SIGNED

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