DEPARTMENT OF NATURAL RESOURCES

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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Dave Upthegrove
Commissioner of Public Lands
Olympia, Washington

September 1, 2026

REVISION 2- WILDSTOCK GEODUCK AUCTION ANNOUNCEMENT SEPTEMBER 2, 2026

TO: All Members of the Geoduck Industry and Prospective Bidders

I. NOTICES

A. **Eleven (11)** quotas will be auctioned and are located in the following harvest regions:

Hood Canal region at Point Julia tract in Kitsap County; South Sound region at Wollochet Harbor East and Fox Island North tracts in Pierce County, and Henderson Inlet tract in Thurston County.

B. In order to enter and place bids for quotas at this auction, bidders must provide, prior to auction, the following:

1. **A single bid deposit of $30,000**. The bid deposit is non-refundable except in limited circumstances, including but not limited to unsuccessful bids, and as described on the bid deposit form.
2. Copy of the following Certificates and Licenses:
   (a) **Shellfish Operation License and Certificate of Approval** issued by the Department of Health;
   (b) **Fish Dealer License** issued by WDFW; and
   (c) **State of Washington Business License**

C. The award of a contract will be based upon the highest cash bonus bid received from a responsible bidder.

D. Prior to execution of the Harvest Agreement, bidders must provide performance security of at least **$40,000.00** and maintain the Performance Security throughout the term of the Harvest Agreement.

E. All geoduck sold by DNR are conveyed “as is” without any implied warranties.

F. The quota system to be used for this Harvest Agreement allows for the removal of a designated number of pounds of geoduck clams, not to exceed the harvest ceiling, from each harvest area. The geoducks harvested by the Purchaser, up to the harvest ceiling, will be billed at the price per pound listed in the invitation to bid table.

G. The dates and times of these Harvest Agreements will be conducted as follows:

Location	# Quotas	Harvest Term	Days	Time
Fox Island North (11200) Wollochet HE (10800)	3	10/6/2026 – 11/19/2026 11/20/2026 – 1/8/2027	Tues - Fri	8:30 AM – 4:00 PM
Point Julia (20020)	4	10/6/2026 – 1/8/2027	Tues - Fri	8:00 AM – 4:00 PM
Henderson Inlet (16150)	4	10/6/2026 – 12/31/2026	Tues - Fri	8:00 AM – 4:00 PM

H. Harvesting is not allowed on Sundays or state holidays, as defined by the Washington State Office of Financial Management. Reminder: per section 13(a) of the Harvest Agreement.

No harvest and PSP testing days:

- **State Holidays:** November 11, 26, 27, December 25, 2026, & January 1, 2027
- **Admin Day:** October 21, 2026
- **PSP Testing:** May be required on Mondays for Point Julia.

I. In the event that tracts are closed as described in section 11 of the Harvest Agreement, DNR may provide opportunity for added pounds as noted below. Section 4(a) and Exhibit A of the Harvest Agreement address the price per pound for harvesting these added pounds over quota ceiling.

- **No additional opportunity**

J. Portions of the harvest area may be closed at any time to protect wildlife and other public resources.

K. The areas currently cleared for export to China are listed on DOH's website.

L. Purchaser shall harvest no geoducks in areas shallower than the depths below mean lower low water (MLLW) as stated below for the respective harvest area(s). Regardless of any depth restrictions, vessels conducting operations must remain seaward of a line two hundred yards from and parallel to the ordinary high tide line.

Wollochet HE	-25 ft
Fox Island North	-20 ft
Point Julia	-25 ft
Henderson Inlet	-18 ft

Maximum Depth Boundary: Purchaser shall harvest no geoducks located deeper than 70 feet below mean lower low water (0.0 ft).

M. Weigh-out will be conducted on the water unless weather conditions make it impractical, in which case the weigh-out will be conducted at the designated off-load site.

N. Charges for the removal of geoducks will be billed every two (2) weeks, with payment due within ten (10) business days of the date of the bill. Failure to timely submit payment is material breach of the Harvest Agreement, and may result in one or more of the remedies described in section 16(a)(1) of the Harvest Agreement.

II. INVITATION TO BID – AUCTION DATE: SEPTEMBER 2, 2026

Pursuant to RCW 79.135.210, the Department of Natural Resources (DNR) hereby announces that rights to harvest geoducks from the following state tracts will be put up for competitive bid on the above mentioned date.

PRICE PER POUND FOR ALL QUOTAS - $4.00

**The following times to bid on each quota are estimates provided to assist in scheduling and may be changed subject to the Auctioneer's discretion.*

TRACT(s)	QUOTA	TIME	LBS
Point Julia	1	9:00 AM	35,000
Henderson Inlet	2	9:15 AM	31,300
Fox Island N / Wollochet HE	3	9:30 AM	17,400 / 17,400
Point Julia	4	9:45 AM	35,000
Henderson Inlet	5	10:00 AM	31,300
Fox Island N / Wollochet HE	6	10:15 AM	17,400 / 17,400
Point Julia	7	10:30 AM	35,000
Henderson Inlet	8	10:45 AM	31,300
Fox Island N / Wollochet HE	9	11:00 AM	17,400 / 17,400
Point Julia	10	11:15 AM	35,000
Henderson Inlet	11	11:30 AM	31,300

SPECIAL NOTE: DNR is auctioning only a portion of its annual 2026-2027 Total Allowable Catch (TAC) in these regions. DNR intends to offer remaining available pounds as additional opportunity (at full contract price for added pounds) upon completion of original quota ceiling. Potential additional harvest opportunity shown below:

- Point Julia – Up to 60,000 lbs.

Pursuant to RCW 79.135.210, DNR sells geoducks as valuable materials. Bidders will bid for the non-exclusive right to enter the identified state-owned aquatic lands and remove geoducks in quantities not to exceed the stated Harvest Ceiling, as defined in section 2 of the Harvest Agreement.

Successful bidders shall operate pursuant to the terms set forth in the Harvest Agreement and the statutes, regulations, and other laws of the State of Washington. **DNR reserves the right to increase or decrease the Harvest Ceiling at any time during the term of the Harvest Agreement**. The Harvest Agreement outlines the rights and obligations of the parties regarding changes to the Harvest Ceiling. Tribal harvesting could occur before, during, or after Purchasers have harvested their share of resource from the geoduck tracts.

A. HARVEST AGREEMENTS WILL BE OFFERED BY ELECTRONIC BID

1. Bid Deposit. In order to enter and place bids for quotas at this auction, bidders must provide, prior to auction, a single bid deposit of $30,000.00.
   (a) **The bid deposit must be received by DNR no later than Monday, August 31, 2026**. Deposits will be posted the date of receipt by DNR. Failure to provide a bid deposit by the date due will exclude bidders from the auction.
   (b) Bidders may submit the deposit by regular postal mail, United States Postal Service Priority Mail, FedEx, UPS, or via wire transfer. Please indicate **"9/2/2026 Geoduck Auction Deposit"** on the check and mail to the address provided below:

   Department of Natural Resources
   ATTN: Finance Division – Wild Geoduck Auction
   1111 Washington St SE, MS 47041
   Olympia, Washington 98504-7041

2. The bid deposit for apparent high bidders is non-refundable. DNR will refund the bid deposit for unsuccessful bids.
3. A link to **MICROSOFT TEAMS** will be distributed via email on Monday, August 31, 2026, to all companies who submit timely bid deposits. This link will provide a bid form, information regarding the bidding process, and access to the online auction. Please remember, to conduct an orderly auction process, you will be muted during bid reading. Questions may be addressed via the Teams chat or sent directly via email to a member of the Wildstock Geoduck team.
4. Staff will be available the morning of the auction from 8:30 a.m. to 8:59 a.m. to answer questions.

B. AUCTION PROCESS

1. Prior to the first electronic bid opening on auction day, **September 2, 2026**, DNR will designate the official clock. This clock will be used as the official time for all bid openings. Bid opening will begin at 9:00 a.m. See above table for bid opening times.
2. All bids must be completed on the official bid form and emailed to the following address: DNRREAQGEODUCK@dnr.wa.gov
3. Failure to submit an accurate and complete official bid form will constitute a material defect of the bid, which could result in DNR determining the bidder is not the highest responsible bidder under RCW 79.140.160. For each bid, please indicate in the subject line of your email the following:
   a) Company name
   b) Quota number
   c) Tract name
4. Bids will be opened and read aloud. Bids are recorded and available for online viewing.
5. If there is a tie for the highest bonus bid, the tie will be resolved by having the tied bidders submit additional emailed bonus bid ("Tie Breaking Bids"). Each Tie Breaking Bid must be equal to or greater than the bid amount that resulted in the tie. The Tie Breaking Bids must be submitted before the next bid opening and pursuant to auctioneer instructions at auction.

6. All apparent high bidders will receive an email following the auction detailing the required documentation and funds for DNR to move forward in confirming the contracts. If an apparent high bidder chooses not to execute the Harvest Agreement, the bidder forfeits the bid deposit and may be deemed not responsible at future auctions.

C. GENERAL INFORMATION

1. The Harvest Agreements will be awarded on the basis of the highest bonus bid from a responsible bidder. In submitting a bonus bid, the bidder is making an offer to enter into a contract with the State for the right to harvest geoduck clams.
2. DNR reserves the right to waive nonmaterial bid irregularities. DNR's right to waive nonmaterial bid irregularities is purely discretionary, and need not be exercised in every case.
3. All awards are subject to confirmation by the Department of Natural Resources.
4. The Department of Natural Resources expressly reserves the right to reject any or all bids.
5. All corporations and limited partnerships must be registered with the Office of the Secretary of State. Failure to comply will result in an unqualified bid.
6. By no later than **September 16, 2026**, the apparent high bidder must provide DNR with all responsible bidder information described in Part D(3) of this Invitation to Bid, the remaining bonus bid amount, the required performance security, and proof of insurance. If the apparent high bidder fails to timely provide the above documentation, the apparent high bidder forfeits the bid deposit. Further, such failure may result in DNR finding the bidder to be a not responsible bidder and reject bids at future auctions under RCW 79.140.060.
7. Within thirty (30) calendar days of the auction, DNR will determine whether to confirm the apparent high bidder as the highest responsible bidder. If DNR, in its sole discretion, determines that the bidder is responsible, and if the other statutory prerequisites to bid confirmation are met, DNR will confirm the bid. Bid confirmation is acceptance of the bidder's offer to enter into a contract.
8. Within five (5) business days of the date the bids are confirmed, the apparent high bidder must provide DNR with the signed and notarized Harvest Agreements. If the apparent high bidder fails to timely provide the signed and notarized Harvest Agreements, the apparent high bidder forfeits the bid deposit. Further, such failure may result in DNR finding the bidder to be a not responsible bidder and reject bids at future auctions under RCW 79.140.060.
9. DNR has up to five (5) business days to process and sign Harvest Agreements from the time it receives the executed Agreement from the confirmed bidder. No harvesting can take place until the Harvest Agreement has been signed by the Department of Natural Resources.
10. In the event that a bidder is found not to be responsible or defaults on the bid, DNR, at its discretion, may re-auction the quota, or offer the Quota to the apparent second highest bidder. The second highest bidder will be required to supply all bidder information required in Part D(3) below, along with the required bonus bid, security, and proof of insurance within five (5) days of notification by DNR.

D. IN EVALUATING BIDDER RESPONSIBILITY,

1. DNR shall be entitled to consider any matters that relate to the factors listed in RCW 79.140.060 including, but not limited to bidder's legal competency, which includes but is not limited to licensing; and other competency, which includes but is not limited to financial resources, equipment, prior performance, and proposed Plan of Operation.
2. A packet with samples of the required information in section D(3) is provided to the apparent successful high bidders by the end of the auction.
3. To assist DNR in evaluating whether the apparent high bidder is the highest responsible bidder, the apparent high bidder will be required to provide the following information:
   (a) **Any remaining bonus bid**, less bid deposit (bonus bid amount - $30,000.00);
   (b) **Proof of corporation's registration** from the Office of the Secretary of State, and list of parent corporations or related corporations;
   (c) **Proof of signature authority**;
   (d) **Certificate(s) of Insurance** for all policies required by the Harvest Agreement or obtained in connection with activities authorized by the Harvest Agreement, showing DNR named as additional insured;
   (e) **Copy of Shellfish Operation License and Certificate of Approval** issued by the Department of Health;
   (f) **Copy of Fish Dealer License** issued by WDFW;
   (g) **Copy of State of Washington Business License**;
   (h) **Proof of workers compensation (L&I) insurance** for Purchaser's and Purchaser's Agents', as defined in the Harvest Agreement;
   (i) **Acceptable Security** in the form of performance bond, naming DNR as the oblige; irrevocable standby letter of credit, allowing DNR to draw funds at will; savings account or certificate of deposit assignment; or cash bond; and
   (j) **Completed proposed Plan of Operations** on form provided by DNR.

E. Apparent successful high bidders must submit all of the information required in section D(3). DNR will not accept incomplete submissions. Failure to submit required information may result in a bidder not being confirmed and not being deemed responsible under RCW 79.140.060. If DNR, in DNR's sole discretion, does not deem the bidder responsible, DNR will reject the bid and the bidder may forfeit the bid deposit.

F. DNR's determination regarding the acceptance and confirmation of bids, or of bidder responsibility, shall be a final decision by DNR and the Commissioner of Public Lands. A bidder's sole remedy shall be to pursue any timely appeals that may be provided by RCW 79.02.030 or RCW 79.105.160. In no case shall the State of Washington, DNR, or any of its employees, officials, officers, or agents be liable for any claim for damages arising from such determinations.

G. Any oral statement by any representative of the state, modifying or changing any conditions of this Invitation to Bid, is an expression of only opinion and confers no rights on to any bidder. In the event of any discrepancies between the Harvest Agreement and

the Invitation to Bid, the other written materials, or oral statements, the Harvest Agreement shall control.

H. The information related to the Harvest Agreement and geoduck harvest herein is a summary of information relating to this auction and is provided as a matter of convenience. Once DNR determines an apparent high bidder is the highest responsible bidder, and confirms and executes the Harvest Agreement, the Harvest Agreement controls the rights and obligations of the parties. A sample copy of the Harvest Agreement is attached to this Auction Announcement and may be requested in advance by contacting DNR's Aquatic Resources Division, (360) 902-1100 or DNRREAQGEODUCK@dnr.wa.gov.

I. The following are attached to this Auction Announcement:

1. RCW 79.140.060, .080
2. Vicinity Maps - Environmental Assessment(s) may be found at the following website

ATTACHMENT 1 TO THE AUCTION ANNOUNCEMENT

RCW 79.140.060

Determination of highest responsible bidder.

1) To determine the "highest responsible bidder" under RCW 79.140.050, the department shall be entitled to consider, in addition to price, the following:
   (a) The financial and technical ability of the bidder to perform the contract;
   (b) Whether the bid contains material defects;
   (c) Whether the bidder has previously or is currently complying with terms and conditions of any other contracts with the state or relevant contracts with entities other than the state;
   (d) Whether the bidder was the "highest responsible bidder" for a sale within the previous five years but failed to complete the sale, such as by not entering into a resulting contract or by not paying the difference between the deposit and the total amount due. However, sales that were bid prior to January 1, 2003, may not be considered for the purposes of this subsection (1)(d);
   (e) Whether the bidder has been convicted of a crime relating to the public lands or natural resources of the state of Washington, the United States, or any other state, tribe, or country, where "conviction" includes a guilty plea, or unvacated forfeiture of bail;
   (f) Whether the bidder is owned, controlled, or managed by any person, partnership, or corporation that is not responsible under this statute; and
   (g) Whether the subcontractors of the bidder, if any, are responsible under this statute.
2) Whenever the department has reason to believe that the apparent high bidder is not a responsible bidder, the department may award the sale to the next responsible bidder or the department may reject all bids pursuant to RCW 79.140.080.

RCW 79.140.080

Confirmation of sale.

1) A sale of valuable materials shall be confirmed if:
   (a) No affidavit showing that the interest of the state in such a sale was injuriously affected by fraud or collusion, is filed with the department's Olympia office within ten days from the receipt of the report of the auctioneer conducting the sale;
   (b) It appears from the report that the sale was fairly conducted, that the purchaser was the highest responsible bidder at the sale, and that the sale price is not less than the appraised value of the property sold;
   (c) The department is satisfied that the material sold would not, upon being readvertised and offered for sale, sell for a substantially higher price; and
   (d) The payment required by law to be made at the time of making the sale has been made, and that the best interests of the state are being served.
2) Upon confirming a sale, the department shall enter upon its records the confirmation of sale and issue to the purchaser a contract of sale or bill of sale as the case may be, as is provided for in this chapter.