



Steigerwald Winter 2021 Plant Materials Request for Proposal

INTRODUCTION

The Lower Columbia Estuary Partnership (Estuary Partnership) intends to establish a short-term contract for the procurement of native bare root plant materials for use at the Steigerwald Reconnection Project located in Washougal, WA. These plant materials are needed for the winter 2021 planting window (i.e., 1/1/2022 – 4/1/2022).

Request for Proposal (RFP) requirements and contractor selection criteria are contained in this document. RFPs are due on or before **Friday October 23, 2020, at 5:00 p.m.**

BACKGROUND

Over the past six years, the Estuary Partnership has partnered with the Port of Camas-Washougal (Port), U.S. Fish and Wildlife Service (USFWS), Washington State Department of Transportation (WSDOT), Bonneville Power Administration (BPA), Burlington Northern Santa Fe Railroad (BNSF), City of Washougal (City), and other public and private partners to develop the Steigerwald Reconnection Project. The purpose of the Steigerwald Project is to: (1) restore hydrologic connectivity between Gibbons Creek, the Columbia River, and adjacent floodplain habitats within the Steigerwald Lake National Wildlife Refuge (Refuge); (2) reduce internal flooding and operations costs; and, (3) improve recreation opportunities at an urban wildlife refuge visited by as many as 90,000 people per year. Native revegetation of the riparian and floodplain habitats is an integral component of the overall habitat restoration and recreational goals of this project. Approximately 330,000 bare root and live stakes will be installed at this high visibility project site over the next two winters.

PROJECT SCOPE OF WORK

The Contractor shall provide plant materials (see Appendix A for quantities and Appendix B for specifications) for the winter 2021 planting season at the established contract prices. The Estuary Partnership may award more than one contract depending on the specifics of the RFPs received.

The Contractor shall obtain the seed used to grow the plant materials, and shall provide bare root plants for delivery as early as January 15, 2022 and no later than March 1, 2022: the Estuary Partnership will establish a delivery schedule with the Contractor prior to executing the contract.

Substitutions of any plant species and/or adjustments to quantities are not allowed unless authorized in writing by the Estuary Partnership.

Upon execution of a contract, Contractor shall invoice the Estuary Partnership for up to 25% (twenty-five percent) of the estimated total plant costs. The amount invoiced shall be considered a deposit toward the purchase price of the plant materials.

MINIMUM REQUIREMENTS

All contractors must meet the following minimum requirements:

- Be a commercial nursery.
- Be located in the valleys of Oregon or Washington, west of the Cascades.

- Grow bare root plants under 1,000 feet elevation.
- Be able to provide the Estuary Partnership with a minimum of five of the bare root species at the quantities specified from the Plant List contained in Appendix A.

RFPs that do not meet the above requirements will not be considered responsive (conforming) to this RFP request.

RFP SELECTION CRITERIA AND PROCESS

The Estuary Partnership will evaluate RFPs that conform to instructions and meet contractor minimum requirements.

A. Anticipated Schedule

RFP Issuance: October 8, 2020

RFP Question Period Closing: October 15, 2020 at 4:00 PM

RFP Addendum Responses (if any) Posting: October 20, 2020

RFP Closing: October 23, 2020 at 5:00 PM

Notice of Award: November 9, 2020

B. Questions Submittal Format and Deadline

Questions should be submitted in writing (via e-mail) to Tom Argent, Finance Manager (targent@estuarypartnership.org) by 4:00 PM on October 15, 2020. The Estuary Partnership will provide an e-mail response confirming receipt. If the Estuary Partnership determines that a written response is necessary, the response will be provided as an addendum to this RFQ on the Estuary Partnership website by October 20, 2020. The Estuary Partnership will not respond to oral questions, nor to questions submitted to other Estuary Partnership employees.

C. Evaluation Criteria

RFPs will be evaluated using the criteria below. For the cost criterion, the Estuary Partnership will evaluate the unit prices for all of the species in common between evaluated RFPs. Company sustainability business practices will also be factored into contractor scoring.

RFPs shall be evaluated using the following criteria:

Category	Percentage of Total Score:
– Cost	70%
– Number species for required quantities	10%
– Sustainable Business Practices	10%
– <u>Women and/or Minority owned business</u>	10%
Total:	100%

D. Clarification and Negotiations

The Estuary Partnership reserves the right to seek clarification of each RFP submitted. The Estuary Partnership may enter into contract negotiations with the highest ranked contractor(s). The Estuary Partnership is under no obligation to enter any contract as a result of this RFP Request, and the Estuary Partnership may enter into contracts with multiple contractors at its sole discretion.

E. Award and Contract

Upon completion of the selection process, the Estuary Partnership will advise the contractors of the RFP awards. The anticipated award date is November 9, 2020. Upon acceptance of the award, the Estuary Partnership and the selected contractor(s) will finalize the contract and deposit details.

A sample contract, including Exhibits of Plant Material Specifications and Special Terms, current federal and Estuary Partnership requirements (e.g., Insurance, Federal Contracting Rules, and Equal Opportunity for Veterans) is included as Appendix C to this RFQ. The Estuary Partnership, based on its needs and the needs of its funders, reserves the right to include in contracts other Exhibits and/or modified versions of these Exhibits at its sole discretion.

RFP SUBMITTAL

A. RFP Deadline

RFPs are due on or before Friday October 23, 2020, at 5:00 p.m.

RFPs must be submitted electronically in a single Adobe Acrobat PDF file or Word doc to:

Targent@estuarypartnership.org

RFPs must be submitted in format outlined below. A Word doc version of the RFP submittal form can be requested.

B. RFP Format

**Lower Columbia Estuary Partnership Habitat Restoration Program
Steigerwald Plant Materials RFP for Winter 2021**

RFP Submittal Format

A. COMPANY INFORMATION

Business Name: _____

Address:

City, State, Zip Code:

Company Email address:

Corporation: ____ Partnership: ____ Sole Owner: ____

Number of Employees:

Primary Contact

Name/title:

Email:

Phone:

B. PRICING

Complete the pricing, quantities, and exceptions (if applicable) columns in Plant Materials Pricing Table and the Delivery Rates Form included as Appendix A. DO NOT include WA taxes in the plant unit prices: WA taxes will be applied and included as a separate line item in the Contract if applicable. Plant Material Specifications and Special Terms are included as Appendix B.

Appendix A
Plant Materials Pricing and Delivery Rates

Plant Materials Price Table

				Contractor RFP input		
species	common	Stock type	Winter 2021-2022 quantities	Quantity available	unit price	note any exceptions to specifications or proposed substitutions
<i>Acer circinatum</i>	Vine maple	BR	1500			
<i>Acer macrophyllum</i>	Bigleaf maple	BR	4000			
<i>Alnus rubra</i>	Red alder	BR	2000			
<i>Amelanchier alnifolia</i>	Serviceberry	BR	1000			
<i>Cornus sericea</i>	Red osier dogwood	BR	34000			
<i>Corylus cornuta</i>	Beaked hazelnut	BR	1500			
<i>Crataegus douglas</i>	Black hawthorn	BR	7000			
<i>Fraxinus latifolia</i>	Oregon ash	BR	16000			
<i>Holodiscus discolor</i>	Ocean spray	BR	5600			
<i>Lonicera involucrata</i>	Black twinberry	BR	5000			
<i>Mahonia aquifolium</i>	Tall Oregon grape	BR	12000			
<i>Malus fusca</i>	Western crabapple	BR	2000			
<i>Oemleria cerasiformis</i>	Indian plum	BR	500			
<i>Philadelphus lewisii</i>	Mock orange	BR	500			
<i>Physocarpus capitatus</i>	Pacific ninebark	BR	15000			
<i>Populus trichocarpa</i>	Black cottonwood	BR	4000			
<i>Pseudotsuga menziesii</i>	Douglas fir	BR	1500			
<i>Quercus garryana</i>	Oregon white	BR	2500			
<i>Rhamnus purshiana</i>	Cascara	BR	1000			
<i>Ribes sanguineum</i>	Red flowering currant	BR	1500			
<i>Rosa nutkana</i>	Nootka rose	BR	30000			
<i>Rosa pisocarpa</i>	Swamp rose	BR	15000			
<i>Rubus parviflora</i>	Thimbleberry	BR	500			
<i>Sambucus racemosa</i>	Red elderberry	BR	20000			
<i>Spiraea douglasii</i>	Spiraea	BR	20000			
<i>Symphoricarpos alba</i>	Snowberry	BR	54000			
<i>Thuja plicata</i>	Western red cedar	BR	2000			
<i>Viburnum ellipticum</i>	Oval-leaved viburnum	BR	500			
total			260,100			

Delivery Rates

Contractor shall be responsible for delivering Contract plant materials to the USFWS Steigerwald Lake National Wildlife Refuge public parking lot located in Washougal, WA as directed by Estuary Partnership. Contractor shall hire a sub-contractor at Contractor’s expense to deliver the plant material if Contractor does not offer delivery as a Contractor-provided service. Contractor shall assume responsibility for all loss, destruction, or damage to plant materials that occurs during delivery.

The Estuary Partnership anticipates receiving roughly half the plants in January and the remaining half in February. Delivery of all plants shall be completed by March 1, 2022. The Estuary Partnership and the Contractor shall finalize the delivery schedule with plant splits by December 1st, 2021.

Provide a lump sum cost for Deliveries below. State the approximate, maximum quantity of plant materials available for delivery at that lump sum rate. (ex., \$250 delivery fee for ~5000 bare root plants). The contract will include an NTE amount to cover total estimated deliveries costs.

Lump sum Delivery Cost	Approximate quantity of plant materials per delivery	clarifying note (if necessary)
\$		

Appendix B Plant Material Specifications and Special Terms

Bare Root Plant Material

Substitutions of any plant species and/or adjustments to quantities are not allowed unless authorized in writing by Estuary Partnership.

Growing and Handling

- A. Not more than 25 percent of a species may be grown from cuttings from naturally occurring populations at elevations below 1,000 feet within the Willamette Valley Ecoregion or Puget Lowland (Ecoregion 3 or Ecoregion 2 respectively, EPA Level III Ecoregions of the Continental United States, revised April 2013).
- B. All seedlings, that are not from cuttings as described under A., above, shall be grown from seed collected from naturally occurring populations at elevations below 1,000 feet within Willamette Valley Ecoregion or Puget Lowland.
- C. Contractor shall provide Estuary Partnership with the specific seed source locations upon request.
- D. Contractor shall apply all treatments that are necessary to promote the growth and development of healthy seedlings. Necessary treatments may include but are not limited to watering, fertilizing, weeding, pest control, undercutting, freeze protection, thinning and root pruning.
- E. Estuary Partnership may make a scheduled inspection of the plant material prior to delivery.
- F. Contractor shall secure plants in bundles of 50 using biodegradable twine. If plants are too large for 50 count bundles, Contractor may use 25 count bundles.
- G. Following harvest, all bags shall be labeled with the plant species, number of plants, bundle count if other than 50, and the size of plants included in each bag. Contractor shall pack all seedlings in sealed, labeled, three-ply seedling bags. Each seedling bag shall contain no more than 500 plants and shall weigh no more than 50 pounds. Estuary Partnership may reject bags containing more than 500 seedlings or weighing more than 50 pounds.
- H. All seedlings shall be delivered in an undamaged, healthy, vigorous condition.

Species Specifications

- A. Contractor shall grow all species for a minimum of one growing season prior to delivery. Some species such as Oregon white oak (*Quercus garryana*) or Dull Oregon-grape (*Mahonia nervosa*) may need to be grown for two growing seasons to achieve the minimum shoot height. Douglas-fir (*Pseudotsuga menziesii*), and Western Red Cedar (*Thuja plicata*) shall be grown for a minimum of two growing seasons.
- B. At least one-third of the total mass of each plant shall consist of well-developed roots. The root ends shall not extend more than ten inches from the root crown. Contractor shall provide Estuary Partnership with the specific seed source locations upon request.
- C. No plant material shall be less than 12 inches in height except as noted below. The following plant material will meet the following height requirements unless otherwise allowed herein:
 - i. Oregon white oak (*Quercus garryana*) shall be no less than ten inches in height.
 - ii. Dull Oregon-grape (*Mahonia nervosa*) shall be no less than six inches in height.
- D. Alternative Minimum Size Standard for Shrubs: Shrubs with more than three vigorously branching stems that do not meet the minimum height standard in this section may be considered to meet an alternative minimum size standard, at the discretion of Estuary Partnership, and be sold for full price. If the alternative minimum size standard is used, no plant material shall be less than eight inches in height.
- E. Plant material within two inches of the minimum heights noted in this section is considered "small material" and will be subject to a discount. Contractor may offer Estuary Partnership small material at a discounted price, however acceptance of small material will be at Estuary Partnership's sole discretion.
- F. No plant material shall exceed the maximum shoot height (30 inches) without prior written agreement from Estuary Partnership. Conifers shall not be pruned in order to meet the maximum shoot height without prior agreement by Estuary Partnership. Delivery of pruned material without prior agreement

shall be considered defective and rejected upon delivery.

Special Terms and Conditions

Plant Payments

- A. Following the execution of the contract, Contractor may invoice Estuary Partnership for up to 25% (twenty-five percent) of the estimated total plant costs. The amount invoiced shall be considered a deposit toward the purchase price of the plant materials. The deposit shall operate as a credit against the amounts owed for delivered plant material.
- B. Contractor shall invoice Estuary Partnership following the final delivery of all plant materials. The invoice shall be based on the actual amount of plant material delivered and the price for the plant material, as provided in Table 1, Exhibit A.
- C. If the plant material to be delivered to Estuary Partnership is destroyed or otherwise not delivered for any reason, whether or not the cause of the non-delivery is within Contractor's control, Contractor shall refund all deposits made by Estuary Partnership for the purchase of the destroyed plant material. All refunds shall occur by April 15th, 2022.

Acceptance of Plant Materials

Payment for all delivered plant material shall be subject to Estuary Partnership's acceptance of the plant material. However, payment shall not be deemed to be acceptance of the plant material and shall not preclude Estuary Partnership from rejecting any plant material that does not meet the requirements of the Contract. If Estuary Partnership determines that more than 20 percent of a particular delivery of plant material is defective, Estuary Partnership may reject the entire delivery.

Conditions Regarding Quantities

- A. If Estuary Partnership purchases less than the quantities of plant material stated in Table 1, Exhibit A during a given planting season, Contractor shall make a reasonable effort to sell the quantities not purchased during the same planting season. If Contractor sells all or a portion of the plant material to other purchasers, Estuary Partnership shall have no liability to Contractor for the sold plant material. If Contractor is unable to sell all or a portion of the plant material, Estuary Partnership shall be responsible for purchasing all quantities that cannot be sold to other purchasers. The purchase price shall be the same as the price stated in Table 1, Exhibit A.
- B. Contractor shall not be responsible for failing to provide the quantities of plant material stated in Table 1, Exhibit A if the failure to do so is for reasons beyond Contractor's control. "Reasons beyond Contractor's control" means not capable of being managed with the use of standard industry practices and may include, when appropriate, extreme weather conditions, disease, fire, and vandalism.
- C. If Contractor does not provide the quantities of plant material stated in Table 1, Exhibit A, and the reason for Contractor's failure to do so is within Contractor's control, Contractor shall make a reasonable effort during the same planting season to obtain substitute plant material of equal or better quality. If Contractor does not provide substitute plant material, Estuary Partnership may either:
 1. Purchase the plant material from another contractor, in which event Contractor will be responsible for the added cost incurred by Estuary Partnership in doing so; or
 2. Receive a credit in the amount of the Contract price of the plant material not furnished by Contractor.
- D. Notwithstanding the options provided for in C., Contractor shall notify Estuary Partnership by September 1, 2021 if plants will not achieve specified sizes. Contractor shall provide Estuary Partnership with a list of stock sizes or alternative species that it has available to substitute and Estuary Partnership may select the substitute stock size or species.

Appendix C
Sample Estuary Partnership Contract

CONTRACTOR¹ ("Contractor")	Lower Columbia Estuary Partnership ("Estuary Partnership")
<p>Organization: Project Officer: Title: Address: Phone: E-mail: Citizenship, if applicable: Non-resident alien <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Business Designation (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other</p> <p>Tax ID#</p> <p>Certified Minority, Women or Emerging Small Business Firm? <input type="checkbox"/> No <input type="checkbox"/> Yes Number: _____</p>	<p>Project Officer: Elaine Placido Title: Executive Director Address: Lower Columbia Estuary Partnership 811 SW Naito Parkway, Suite 410 Portland, OR 97204 Phone: (503) 226-1565 Fax: (503) 226-1580 E-mail: eplacido@estuarypartnership.org</p> <p>Finance Manager: Tom Argent Phone: (503) 226-1565 ext. 242</p>

This Contract is between the **Lower Columbia Estuary Partnership ("Estuary Partnership")**, an Oregon nonprofit corporation, and **[insert name] ("Contractor")**.

TERMS & CONDITIONS

- 1. Effective Date and Duration.** This Contract shall become effective on the date it has been signed by Estuary Partnership. Unless terminated or extended, this Contract shall expire when Estuary Partnership accepts Contractor's completed performance. Expiration or termination shall not extinguish or prejudice Estuary Partnership's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.
- 2. Statement of Work.** The Statement of Work (the "Work"), including the delivery schedule for such Work, is contained in Exhibit A. Contractor agrees to perform the Work in accordance with this Contract.
- 3. Contract Documents.** This Contract includes the attached Exhibits A through E, each of which is incorporated by this reference.

¹ Information in the Contractor Block must be provided prior to Contract approval. This information shall be reported to the Internal Revenue Service (IRS) under the name and taxpayer identification submitted. (See IRS 1099 or 1099-MISC for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to 31 percent backup withholding.

4. **Amendments.** No Term or Condition of this Contract, including the Work, shall be amended without review and written consent by Estuary Partnership. Such amendment shall be made through a formal written amendment, executed by both parties prior to the amendment being implemented.

5. Payments and Consideration.

- a) Estuary Partnership agrees to pay Contractor as stipulated in Exhibits A and B for accomplishing the Work.
- b) **Invoicing.** For review and approval by Estuary Partnership, Contractor shall submit an invoice not more often than monthly. It shall itemize and explain all expenses for which reimbursement is claimed pursuant to Exhibits A and B, including itemization of any cost share expended. Invoices must be submitted within 30 days after the completion of the work being billed. Invoices should be submitted not later than ten (10) days after the end of the month. Invoices submitted after the 10th of the month may not be processed until the subsequent month. Each invoice shall include:
 - i. name, mailing address and phone number of Contractor
 - ii. Estuary Partnership contract number, invoice date and number
 - iii. performance period
 - iv. itemized expenses by task and budget line as prescribed in Exhibit A and Exhibit B for which funds are claimed including:
 - 1. rates (inclusive of salary, fringe, and other burdens) and identification of who performed the work: name, title, hours worked, and cost per hour (timesheets or logs are not required)
 - 2. travel: dates of travel, destination, reason for trip, total mileage and mileage rate, per diem costs
 - 3. direct expenses, such as equipment, supplies, printing, copying, including what was purchased, the quantity, and cost for how much (attach receipts)
 - v. itemization of cost share, if required and prescribed in Exhibit B and in accordance with Section 5, as applicable
 - vi. contract financial summary outlining the total amount of the approved contract budget, accumulative funds requested and the funds remaining in this Contract at the time the invoice is submitted

Contractor shall send invoices and all deliverables to the **Finance Manager, Lower Columbia River Estuary Partnership, 811 SW Naito Parkway, Suite 410, Portland, OR 97204**

- c) **Disbursement.** If Estuary Partnership finds the invoice documentation is in accordance with requirements of this Contract and if Estuary Partnership accepts the completed work, Estuary Partnership shall disburse the payment to Contractor within thirty (30) calendar days of acceptance. If Estuary Partnership determines that Contractor modified the Work without prior written approval or if the Work is otherwise unacceptable in Estuary Partnership's reasonable judgment, Estuary Partnership is not be obligated to disburse the payment. If Estuary Partnership elects not to disburse the payment, Estuary Partnership shall notify Contractor in writing of the reason for nonpayment. Estuary Partnership may allow Contractor a reasonable time to address Estuary Partnership's reason for nonpayment, and to resubmit a new invoice.
- d) **Excess or Untimely Invoices.** Contractor shall not submit invoices for, and Estuary Partnership shall not pay, any amount in excess of the Maximum Award defined in Exhibit A and B. If Estuary Partnership increases the Maximum Award by amendment, the amendment must be fully effective before Contractor performs work subject to the amendment. No payment shall be made for activities performed before the Begin Date or after the End Date, regardless of the relationship of the activity performed to this Contract.
- e) **Travel and Other Expenses.** Travel shall be allowed only when the travel is essential to the normal discharge of Estuary Partnership's responsibilities. Travel shall be conducted in the most efficient and cost-effective manner resulting in the best value, must be authorized as part of Exhibit A and B. The travel must comply with all the requirements set forth in this section. Personal expenses shall not be authorized

at any time. All expenses are included in the Maximum Award. Contractor understands and agrees that travel expenses shall be reimbursed only in accordance with rates approved in advance by Estuary Partnership and in effect at the time the expense was incurred. Current travel reimbursement rates are attached in Exhibit C.

6. **Reports.** Contractor shall prepare and submit all interim progress reports and a final report in accordance with Statement of Work. Contractor agrees to use recycled paper for all reports prepared in accordance with the Statement of Work and to print documents on both sides of paper, unless otherwise stipulated.
7. **Publicity, Release of Information and Work Citation.** Contractor shall not hold press conferences, issue press releases, or otherwise make public statements regarding this Contract or the Work, release reports or make presentations without prior review and written approval from Estuary Partnership. Any such activities as approved by Estuary Partnership shall require the Contractor to indicate that the Work was made possible by Estuary Partnership.
8. **Termination for Convenience.** Estuary Partnership, in its sole discretion, may terminate this Contract, in whole or in part, upon 30 days' prior notice to Contractor.
9. **Termination for Cause – Estuary Partnership.** Estuary Partnership may terminate this Contract, in whole or in part, effective immediately upon notice to Contractor, or at such later date as Estuary Partnership may establish in such notice, upon the occurrence of any of the following events:
 - a) **Funding.** Estuary Partnership fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient, in its sole judgment, to pay for Contractor's Work;
 - b) **Laws Modified.** Applicable laws, regulations or guidelines are modified or interpreted in such a way that either the Work is prohibited or of less value, or Estuary Partnership is prohibited from paying for such Work from the planned funding source;
 - c) **License.** Contractor no longer holds necessary license or certificate that is required to perform the Work;
 - d) **Contractor Failure.** Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Terms & Conditions, fails to perform the Work within the time specified in the Statement of Work or any extension thereof, or fails to pursue the Work as to endanger Contractor's performance in accordance with the Statement of Work, and Contractor fails to address the breach or default within 10 days of notice, or such other time as specified by Estuary Partnership in such notice.
10. **Termination for Cause – Contractor.** The Contractor may terminate this Contract, in whole or in part, effective upon 60 days' prior written notice to Estuary Partnership if Estuary Partnership commits any material breach or default of any covenant, warranty, obligation or agreement under the terms and conditions of this Contract and Estuary Partnership fails to address the breach or default within 10 days of notice, or such longer time as specified by Contractor in such notice.
11. **Remedies.**
 - a) **Contractor Remedies.** Contractor's sole and exclusive remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Estuary Partnership pursuant to Section 5, less previous amounts paid and any claim(s) which Estuary Partnership has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall promptly pay any excess to Estuary Partnership upon demand.
 - b) **Estuary Partnership Remedies.** In the event of termination pursuant to Section 9, without limitation, Estuary Partnership shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Section 9, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to Section 8.
 - c) **Contractor's Tender Upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Estuary Partnership expressly directs

otherwise in such notice of termination. Upon termination of this Contract or at Estuary Partnership request, Contractor shall deliver to Estuary Partnership all documents, information, research, objects or other tangible components, works-in-progress and other property that are or would be deliverables had the Work been completed.

12. **Records.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Estuary Partnership and its duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment or other termination of this Contract, whichever date is later.
13. **Lobbying and Litigation.** Contractor agrees not to use this Contract to engage in lobbying the Federal Government or litigation against the United States.
14. **Relationship of Parties.** Contractor and Estuary Partnership acknowledge and understand that (i) neither Estuary Partnership nor Contractor is the agent or partner of the other; (ii) this Contract shall not be construed as creating a joint venture between Estuary Partnership and Contractor; (iii) neither Estuary Partnership nor Contractor shall be responsible for the debts or obligations of the other; and (iv) neither Estuary Partnership nor Contractor has the authority to bind or act on behalf of the other.
15. **Indemnity.** Contractor shall defend, hold harmless, and indemnify Estuary Partnership and its officers, directors, members, employees, agents, and other representatives from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses arising out of the acts of the Contractor and its officers, employees, contractors, agents, or other representatives in performing the Exhibit A Work. With respect to any of Contractor's professional services rendered in performing the Exhibit A work, these Section 15 Indemnity provisions shall apply only to the negligent acts of the Contractor and its officers, employees, contractors, agents, or other representatives.
16. **Confidentiality and Proprietary Information.** Contractor shall use "Confidential Information," as defined herein, only to perform the Work. Contractor, its employees and agents, shall not in any manner disclose Confidential Information except for the sharing of such information with its employees or agents (a) who require such information in conjunction with the performance of the Work (b) who agree in writing to be bound by the restrictions of this Section, and (c) for whose conduct Contractor shall be strictly responsible. Contractor shall maintain all Confidential Information in strict confidence and shall take all reasonable precautions to ensure that Confidential Information is not willfully or inadvertently disclosed by it or any of its employees or agents in a manner contrary to this Agreement. In no event shall Contractor or any of its employees or agents use any of the Confidential Information for personal benefit, to the detriment of Estuary Partnership, to aid in the business of any rival concern or entity or for any purpose other than performing the Work. Notwithstanding the foregoing, Contractor may disclose Confidential Information to a governmental agency or regulatory body to the extent that disclosure is required by law, court order, or subpoena, provided that Contractor shall notify Estuary Partnership promptly after Contractor is notified that disclosure is required.

"Confidential Information" is all of Estuary Partnership's business and operational plans; budgets; grant writing, grant application strategies and the results of research about funding sources; work plans and papers; work products; funding sources; contacts; specifications; strategies; methodologies; techniques; financial statements and projections; information that Estuary Partnership is legally or contractually obligated to keep

confidential; and any other information that Estuary Partnership, in its reasonable discretion, considers to be confidential, proprietary or sensitive; in all instances regardless of whether such information is disclosed orally or in written or electronic form or is derived or prepared by Contractor.²

17. **Attorney Fees.** With respect to any dispute relating to this Contract, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.
18. **Governing Law.** This Contract is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding relating to this Contract (collectively, a "Claim") shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States Estuary Partnership Court for the Estuary Partnership of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
19. **Independent Contractor; Responsibility for Taxes and Withholding**
 - a) Contractor shall perform all required Work as an independent contractor. Although Estuary Partnership reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed, and (ii) to evaluate the quality of the completed performance, Estuary Partnership cannot and shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
 - b) Contractor shall be responsible for all federal, state or other taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Estuary Partnership shall not withhold from such compensation or payments any amount(s) to cover Contractor's federal, state or other tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.
20. **Subcontracts and Assignment; Successors and Assigns.** Except as described and approved in Exhibits A and B, Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract, without Estuary Partnership's prior written consent, which consent may be withheld in Estuary Partnership's sole discretion. In addition to any other provisions Estuary Partnership may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by the terms of this Contract as if the subcontractor were the Contractor. Estuary Partnership's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
21. **No Third Party Beneficiaries.** Estuary Partnership and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third

² Ownership of work product is addressed in Exhibit A. To the extent Contractor co-owns work product, the rights and obligations set forth in this Section shall be interpreted to be consistent with such co-ownership.

persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. **No Warranty by Estuary Partnership; Disclaimer.** Any information provided by Estuary Partnership is provided As-Is, Where-Is, without representation or warranty of any kind. WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY ARE DISCLAIMED.
- 23. **Merger Clause; Waiver.** This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Estuary Partnership to enforce any provision of this Contract shall not constitute a waiver by Estuary Partnership of that or any other provision.
- 24. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, e-mail, facsimile, or mailing the same, postage prepaid, to Contractor or Estuary Partnership at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 24. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Estuary Partnership, such facsimile transmission must be confirmed by telephone notice to Estuary Partnership's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 25. **Severability.** The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held to be invalid.
- 26. **Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown at the top of this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) Contractor is a U.S. person (including a U.S. resident alien); (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the above Contractor data is true and accurate.

CONTRACTOR

ESTUARY PARTNERSHIP

By: _____

By: _____

Title: _____

Title: Executive Director

Date: _____

Date: _____

Exhibit A

STATEMENT OF WORK, DELIVERABLES, AND BUDGET

CONTRACTOR: ABC

CONTRACT# XX-2020

PRINCIPAL PROJECT MANAGER: XXX

BEGIN: On the date this Contract is fully executed and approved by all parties.

END: When Contractor's completed performance has been accepted by Estuary Partnership, or on April 30, 2022, whichever is sooner.

PROJECT TITLE: STEIGERWALD 2021 BARE ROOT PLANT MATERIALS

PROJECT DESCRIPTION: XXXX

PROJECT TOTAL: \$XXXX

COST SHARE REQUIRED

Yes, please provide detail in Exhibit A: Task Description and Exhibit B: Budget Detail None Required

Allowable Sources of Cost Share, if required above.

Federal Non-Federal

Source of Estuary Partnership Funds

Federal State Private Other

If federal funds are the source of Estuary Partnership funds or the source of required cost share, then procurement processes must meet Federal Contracting Rules, defined in Exhibit E.

OWNERSHIP OF WORK PRODUCT

The indicated provision will apply to ownership of the work product resulting from this Contract:

- All of the Work product/deliverable of Contractor, its employees, agents and contractors that results from this Contract is the exclusive property of Estuary Partnership and Estuary Partnership is deemed the author and as such protected by the copyright law. As such, the Work in whole in or in part may not be reproduced without the expressed written consent of Estuary Partnership and must be cited using generally accepted citation standards. Contractor, its employees, agents and contractors, forever waive any and all rights relating to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. The Contractor may upon written approval of Estuary Partnership use the scientific data, conclusions and recommendations of the Work product(s) pursuant to this Contract for noncommercial educational purposes, including publishing scientific papers. Estuary Partnership must receive recognition in writing as described in Section 8 above for such use or publication; written citation shall follow generally accepted citation standards.
- The work product/deliverable of Contractor, its employees, agents and contractors that results from this Contract is the result of shared funding and consequently Estuary Partnership and Contractor shall co-own the work product. Each party will be considered a co-author and as such be protected by the copyright law. As such, the Work in whole in or in part may not be reproduced without using generally accepted citation standards.
- Ownership clause does not apply.

Task 2. Delivery Plants to Site

Description: The Contractor shall deliver plants to the USFWS’ Steigerwald Lake National Wildlife Refuge public parking lot according to the schedule below. Delivery time on the scheduled date shall be coordinated with Estuary Partnership staff. The Contractor shall inspect plants to verify plants are in good health before transporting to the project site. Delivery schedule split quantities will reflect Contractor’s typical species bag quantities (i.e. Contractor will not be required to split bagged quantities). Changes (dates, species, quantities) to the delivery schedule require prior written approval from Estuary Partnership.

Budget: Task total is \$XXXX.

Schedule: January 2021 – April 2021.

Deliverables:

- Deliver plants to the project site according to the agreed upon schedule.
- At least 24 hours prior to each delivery, provide list of species and quantities to be delivered to the site.

Due Date: April 15, 2021.

Table 2. Steigerwald Plant Materials Delivery Schedule & Species Delivery Quantity Splits

Delivery Split	Delivery Date	Total Bare Root Quantity to be delivered
1		
2		
3		
4		

Species	common	Total Quantity Ordered	Delivery Split Quantities			
			1	2	3	4

BUDGET SUMMARY

CONTRACTOR: ABC

CONTRACT # XX-2020

PROJECT TITLE: STEIGERWALD 2021 BARE ROOT PLANT MATERIALS

		Quantity	Unit	Unit Cost	Total
Task 1*	Grow and Provide Native Plants				
	<i>Supplies (Bare Root Plants)</i>		plants	\$0.00	\$0.00
	WA State and Clark County sales taxes		Supplies and materials	\$0.77	
				Task Total	\$0.00
Task 2	Delivery Plants to Site				
	<i>Labor</i>		trip	\$0.00	\$0.00
				Task Total	\$0.00
TOTAL					\$0.00

*Contractor may invoice Estuary Partnership for up to 25% of the estimated total plant costs as a deposit toward the purchase price of the plant materials.

Exhibit C

Plant Material Specifications and Special Terms

Substitutions of any plant species and/or adjustments to quantities are not allowed unless authorized in writing by Estuary Partnership.

Bare Root Plant Material

Growing and Handling

- I. Not more than 25 percent of a species may be grown from cuttings from naturally occurring populations at elevations below 1,000 feet within the Willamette Valley Ecoregion or Puget Lowland (Ecoregion 3 or Ecoregion 2 respectively, EPA Level III Ecoregions of the Continental United States, revised April 2013).
- J. All seedlings, that are not from cuttings as described under A., above, shall be grown from seed collected from naturally occurring populations at elevations below 1,000 feet within Willamette Valley Ecoregion or Puget Lowland.
- K. Contractor shall provide Estuary Partnership with the specific seed source locations upon request.
- L. Contractor shall apply all treatments that are necessary to promote the growth and development of healthy seedlings. Necessary treatments may include but are not limited to watering, fertilizing, weeding, pest control, undercutting, freeze protection, thinning and root pruning.
- M. Estuary Partnership may make a scheduled inspection of the plant material prior to delivery.
- N. Contractor shall secure plants in bundles of 50 using biodegradable twine. If plants are too large for 50 count bundles, Contractor may use 25 count bundles.
- O. Following harvest, all bags shall be labeled with the plant species, number of plants, bundle count if other than 50, and the size of plants included in each bag. Contractor shall pack all seedlings in sealed, labeled, three-ply seedling bags. Each seedling bag shall contain no more than 500 plants and shall weigh no more than 50 pounds. Estuary Partnership may reject bags containing more than 500 seedlings or weighing more than 50 pounds.
- P. All seedlings shall be delivered in an undamaged, healthy, vigorous condition.

Species Specifications

- G. Contractor shall grow all species for a minimum of one growing season prior to delivery. Some species such as Oregon white oak (*Quercus garryana*) or Dull Oregon-grape (*Mahonia nervosa*) may need to be grown for two growing seasons to achieve the minimum shoot height. Douglas-fir (*Psuedotsuga menziesii*), and Western Red Cedar (*Thuja plicata*) shall be grown for a minimum of two growing seasons.
- H. At least one-third of the total mass of each plant shall consist of well- developed roots. The root ends shall not extend more than ten inches from the root crown. Contractor shall provide Estuary Partnership with the specific seed source locations upon request.
- I. No plant material shall be less than 12 inches in height except as noted below. The following plant material will meet the following height requirements unless otherwise allowed herein:
 - i. Oregon white oak (*Quercus garryana*) shall be no less than ten inches in height.
 - ii. Dull Oregon-grape (*Mahonia nervosa*) shall be no less than six inches in height.
- J. Alternative Minimum Size Standard for Shrubs: Shrubs with more than three vigorously branching stems that do not meet the minimum height standard in this section may be considered to meet an alternative minimum size standard, at the discretion of Estuary Partnership, and be sold for full price. If the alternative minimum size standard is used, no plant material shall be less than eight inches in height.
- K. Plant material within two inches of the minimum heights noted in this section is considered “small material” and will be subject to a discount. Contractor may offer Estuary Partnership small material at a discounted price, however acceptance of small material will be at Estuary Partnership’s sole discretion.
- L. No plant material shall exceed the maximum shoot height (30 inches) without prior written agreement from Estuary Partnership. Conifers shall not be pruned in order to meet the maximum shoot height without prior agreement by Estuary Partnership. Delivery of pruned material without prior agreement

shall be considered defective and rejected upon delivery.

Special Terms and Conditions

Plant Payments

- D. Following the execution of the contract, Contractor may invoice Estuary Partnership for up to 25% (twenty-five percent) of the estimated total plant costs. The amount invoiced shall be considered a deposit toward the purchase price of the plant materials. The deposit shall operate as a credit against the amounts owed for delivered plant material.
- E. Contractor shall invoice Estuary Partnership following the final delivery of all plant materials. The invoice shall be based on the actual amount of plant material delivered and the price for the plant material, as provided in Table 1, Exhibit A.
- F. If the plant material to be delivered to Estuary Partnership is destroyed or otherwise not delivered for any reason, whether or not the cause of the non-delivery is within Contractor's control, Contractor shall refund all deposits made by Estuary Partnership for the purchase of the destroyed plant material. All refunds shall occur by April 15th, 2022.

Acceptance of Plant Materials

Payment for all delivered plant material shall be subject to Estuary Partnership's acceptance of the plant material. However, payment shall not be deemed to be acceptance of the plant material and shall not preclude Estuary Partnership from rejecting any plant material that does not meet the requirements of the Contract. If Estuary Partnership determines that more than 20 percent of a particular delivery of plant material is defective, Estuary Partnership may reject the entire delivery.

Conditions Regarding Quantities

- E. If Estuary Partnership purchases less than the quantities of plant material stated in Table 1, Exhibit A during a given planting season, Contractor shall make a reasonable effort to sell the quantities not purchased during the same planting season. If Contractor sells all or a portion of the plant material to other purchasers, Estuary Partnership shall have no liability to Contractor for the sold plant material. If Contractor is unable to sell all or a portion of the plant material, Estuary Partnership shall be responsible for purchasing all quantities that cannot be sold to other purchasers. The purchase price shall be the same as the price stated in Table 1, Exhibit A.
- F. Contractor shall not be responsible for failing to provide the quantities of plant material stated in Table 1, Exhibit A if the failure to do so is for reasons beyond Contractor's control. "Reasons beyond Contractor's control" means not capable of being managed with the use of standard industry practices and may include, when appropriate, extreme weather conditions, disease, fire, and vandalism.
- G. If Contractor does not provide the quantities of plant material stated in Table 1, Exhibit A, and the reason for Contractor's failure to do so is within Contractor's control, Contractor shall make a reasonable effort during the same planting season to obtain substitute plant material of equal or better quality. If Contractor does not provide substitute plant material, Estuary Partnership may either:
 - 3. Purchase the plant material from another contractor, in which event Contractor will be responsible for the added cost incurred by Estuary Partnership in doing so; or
 - 4. Receive a credit in the amount of the Contract price of the plant material not furnished by Contractor.
- H. Notwithstanding the options provided for in C., Contractor shall notify Estuary Partnership by September 1, 2021 if plants will not achieve specified sizes. Contractor shall provide Estuary Partnership with a list of stock sizes or alternative species that it has available to substitute and Estuary Partnership may select the substitute stock size or species.

Delivery

Contractor shall be responsible for delivering Contract plant materials to the USFWS Steigerwald Wildlife Refuge public parking lot located in Washougal, WA as directed by Estuary Partnership. Estuary Partnership reserves the right to change the delivery location upon notice to Contractor: Estuary Partnership will be responsible for any additional deliver charges if applicable. Contractor shall hire a sub-contractor at Contractor's expense to deliver the plant material if Contractor does not offer delivery as a Contractor-provided service. Contractor shall assume responsibility for all loss, destruction, or damage to plant material that occurs during delivery. Delivery of plants shall be completed by March 15th, 2022.

Exhibit D INSURANCE

During the term of this Contract, Contractor shall maintain at its own expense each insurance noted below marked with an "X":

1. **Required by Estuary Partnership of contractors with one or more workers, as defined by ORS 656.027.**
Workers' Compensation insurance in compliance with applicable state law. Estuary Partnership shall not assume workers' compensation coverage for contract employees, and CONTRACTOR AGREES TO INDEMNIFY AND DEFEND ESTUARY PARTNERSHIP FROM AND AGAINST CLAIMS, LOSSES, OR LIABILITY OF ANY GOVERNMENT ARISING FROM OR RELATED TO CONTRACTOR'S FAILURE TO PROVIDE SUCH INSURANCE COVERAGE.

2. **Required by Estuary Partnership** **Not required by Estuary Partnership.**
Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000, or \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. **Required by Estuary Partnership** **Not required by Estuary Partnership.**
General Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000, or \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that Estuary Partnership officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract.

4. **Required by Estuary Partnership** **Not required by Estuary Partnership.**
Automobile Liability for insurance with a combined single limit, or the equivalent, of not less than Oregon Financial Responsibility Law (ORS 806.060), \$200,000, \$500,000, or \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. The Automobile Liability insurance requirement only applies to Contractor or sub-contractor conducting plant deliveries.

5. **Government Agency – Self Insurance Permitted**

6. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Estuary Partnership.

7. **Proof of Insurance.** As evidence of the insurance coverages required by this Contract, Estuary Partnership may require the Contractor furnish acceptable insurance certificates to Estuary Partnership prior to commencing the work. The certificate shall specify all of the parties who are Additional Insureds. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Exhibit E

COMPLIANCE WITH FEDERAL CONTRACTING RULES

Compliance with Federal Law and Contracting Rules.

Contracts whose funding is identified in Exhibit A of Contract as federal must comply with each provision below.

Payment. Estuary Partnership shall disburse funds in accordance with the terms and conditions of this Contract and the Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called "Uniform Guidance"), as applicable.

Compliance with Laws. Contractor shall comply with all other local, state, and federal laws, rules, regulations, and guidelines to which it or this Contract may be subject (the "Laws"), including but not limited to the applicable provisions of 40 CFR Chapter 1, Subchapter B, applicable Office of Management and Budget ("OMB") circulars. The inclusion of any specific legal requirements under any of the Laws in these Terms & Conditions does not relieve the Contractor of any of its other obligations under any of the Laws. Contractor further agrees to keep current on any changes in any of the Laws.

Property. Contractor agrees to comply with all applicable provisions of OMB Circular A-110 relating to property, equipment, and supplies acquired with this Contract. Contractor is subject to all provisions of OMB Circular A-110 relating to intangible property rights, including but not limited to, the provision relating to the reservation by the EPA of a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any copyrighted work produced by this Contract for federal purposes, and to authorize others to do so.

Procurement Responsibilities. Contractor agrees to comply with the procurement requirements mandated by the EPA in its Cooperative Agreement with Estuary Partnership, and the procurement procedures listed in OMB Circular A-110. Contractor shall ensure that the applicable contract provisions listed in Appendix A of OMB Circular A-110 are included in any contract awarded by Contractor.