



REQUEST FOR QUALIFICATIONS

Habitat Restoration Program 2023 – 2028 “On-Call” Engineering and Design Services and/or Construction Management Services

Notice of Intent to Submit Deadline: 5:00 PM, Wednesday December 21, 2022

Application Deadline: 5:00 PM, Wednesday, February 1, 2022

INTRODUCTION

The Lower Columbia Estuary Partnership (Estuary Partnership) is soliciting Statements of Qualifications (SOQs) from firms interested in providing “on-call” technical assistance services to the Estuary Partnership’s Habitat Restoration Program. The Estuary Partnership’s Habitat Restoration Program is largely focused on restoring and reconnecting tidal and fluvial floodplains and other habitats important for juvenile salmonid and lamprey rearing and refugia within the Estuary Partnership’s study area (see Figure 1). Over the past fourteen years, the Estuary Partnership has successfully used on-call firms to secure the technical services needed to develop, design, and implement habitat restoration projects with total budgets ranging in size from roughly \$200,000 to \$32,000,000.

The Estuary Partnership seeks to renew its list of on-call technical assistance firms and anticipates selecting a total of approximately five firms that can assist the Estuary Partnership in the following categories:

- Engineering and Design
- Construction Management

The Estuary Partnership anticipates needing technical assistance with a wide variety of Engineering and Design services (including regulatory compliance), as well as Construction Management services, i.e., generally serving as an Owner’s Project Representative (OPR) to oversee construction of the Estuary Partnership’s larger restoration projects.

Firms may submit a SOQ for only one service category or a single SOQ for both services combined.

For general information about the Lower Columbia Estuary Partnership see: www.estuarypartnership.org

Lower Columbia River and Estuary

LOWER COLUMBIA ESTUARY PARTNERSHIP STUDY AREA

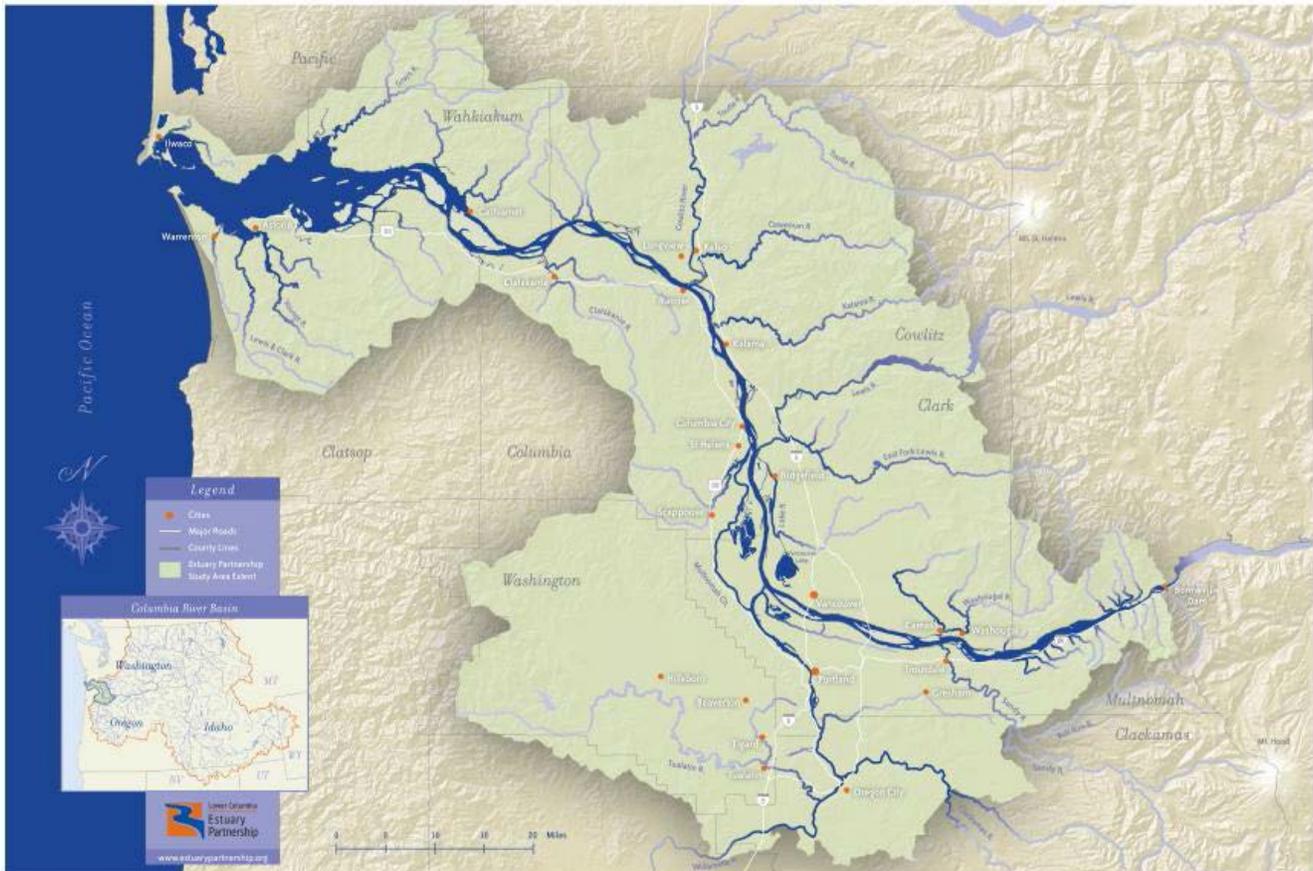


Figure 1. Lower Columbia Estuary Partnership Study Area

PROJECT DESCRIPTION

The Estuary Partnership anticipates multiple areas of expertise and staff members within a firm will be required to help develop and implement a diverse array, and multiple phases, of future habitat restoration projects. The Engineering/Design and/or Construction Management work required will depend on the specific needs of the Estuary Partnership and the needs for particular projects. Projects may range from one-day field consultations to more extensive involvement, including planning, design, permitting, and construction phase services for large, multi-phase restoration projects. Based on past experience and projected future projects, the Estuary Partnership anticipates the following services and skills may be needed:

ENGINEERING AND DESIGN SERVICES

- Identifying pre-design data needs,
- Habitat assessments,
- Feasibility studies and alternatives analyses,
- Hydrodynamic, fish passage, and sediment transport modeling,
- Habitat restoration design and design review,
- A wide variety of engineering services related to the scoping, design and implementation of habitat restoration projects (environmental, geotechnical, structural, hydrologic, hydraulic, etc.),
- Regulatory compliance,
- Materials and construction cost estimating, and
- Construction inspections, submittal reviews, responding to requests for information (RFIs), and as-built documentation.

CONSTRUCTION MANAGEMENT SERVICES

- Serving as the liaison between the Estuary Partnership and the contractor(s) and engineer(s),
- Helping the Estuary Partnership develop procurement documents and implement the subsequent procurement process,
- Overseeing construction, including managing the construction oversight team, coordinating and reviewing submittals, facilitating team meetings, and performing tests, inspections, and system start-ups,
- Developing monthly pay estimates and/or reviewing contractor payment requests and making recommendations for payment,
- Processing and managing project documentation, and
- Monitoring and reporting on contractor progress.

When the Estuary Partnership requires engineering and design assistance or construction management services for a specific project, the Estuary Partnership will select the best-suited firm(s) from the on-call list based on expertise, availability, and rates (project budget). In limited circumstances, the Estuary Partnership may request additional information (including a SOQ addendum) from a subset of the on-call firms in order to select a firm for a project that requires specific skills or that has unique time constraints.

MINIMUM QUALIFICATIONS

The minimum qualifications for the Engineering and Design on-call list include the following:

- All required certifications to perform relevant engineering work in the states of Oregon and Washington (e.g., Professional Engineer),
- Relevant expertise and experience with a diverse spectrum of habitat restoration techniques in the lower Columbia River and estuary, and
- Staff members with professional experience in hydrology, geomorphology, geology, regulatory work, and soils science, who are available for this contract work.

The minimum qualifications for the Construction Management Master Contract include the following:

- Experience with procurement for large, complex construction projects, including pre-qualifying bidders,
- Experience managing construction oversight of large, complex projects, especially those involving large quantities of earthwork, transportation infrastructure, and sensitive habitats that support federally listed species,
- Experience managing oversight of projects involving Washington Department of Transportation (WSDOT), Oregon Department of Transportation (ODOT), U.S. Army Corps of Engineers, and railroad rules, regulations, and requirements, and
- Experience in construction contract management, including construction plan review, schedule review and monitoring, processing RFIs and submittals, progress payments, change order administration, claims analysis and negotiation, and inspection.

SELECTION PROCESS

A minimum of 3 members of the Estuary Partnership Science Team shall review and score SOQs based on criteria outlined in the section titled “How SOQs Will Be Scored”.

The Estuary Partnership may request additional information from one or all firms that respond, and the Estuary Partnership may request interviews with the top-rated firms before making final selections.

For firms which choose to apply for both the Engineering / Design and Construction Management Master contracts, please note the following:

- Please use **one SOQ to apply for both service categories** and make it clear near the beginning of the document that the firm is applying for both (see SOQ template below).
- Your SOQ will be scored separately for each of the two categories.
- It is possible that a firm applying for both master contracts could be chosen for only one but not both.
- Applying for both opportunities under one combined SOQ will not make a firm more or less competitive in the selection process.

HOW SOQs WILL BE SCORED

Engineering and Design Scoring

25 Points	Firm’s Qualifications and Experience
	<p>Types of habitat restoration completed and similarity of firm’s completed projects to those conducted by the Estuary Partnership, specifically dealing with infrastructure and habitats in the estuary and floodplains of the lower Columbia River and its tributaries.</p> <p>Diversity and breadth of staff experience and whether staff have the key experience and skills sought by the Estuary Partnership (as detailed on page 3).</p>
25 Points	Staff Qualifications and Experience
	<p>Overall skills, experience, and qualifications of principal engineers, project managers, and other key staff members (as evidenced in attached resumes). Skills, experience, and qualifications primarily will be assessed using the services and skills outlined on page 3. Experience with habitat restoration in the lower Columbia River is not required but is strongly preferred.</p>
20 Points	Costs, Rates, and Location of Key Staff
	<p>Overall rate comparison with submitted SOQs from other firms including rates for the project manager and other key staff identified by the applicant as being most likely to complete the majority of the work (engineers, hydrologists, and other staff critical to the advertised need).</p> <p>The proportion of staff who are local to Estuary Partnership’s study area will be included in the score for this element, as it is related to travel costs likely to be incurred.</p> <p>Costs including personnel, indirect, fringe, travel, and other overhead rates.</p>
20 Points	References
	Quality of professional references.
5 Points	Commitment to Diversity, Equity and Inclusion
	As evidenced through the applicant’s diversity in demographics, as well as efforts the applicant has made to ensure a diverse workforce, including policies and practices to promote both diversity in hiring and partnering with women and minority owned firms.
5 Points	Thoroughness in Applicant’s Preparation of their Application
	Quality and thoroughness of application and understanding of the requested information and experience sought.

Construction Management Scoring

20 Points	Firm’s Qualifications and Experience
	<p>Types of construction oversight completed and similarity of firm’s completed projects to those conducted by the Estuary Partnership, specifically dealing with construction in and around sensitive environments that support federally listed species.</p> <p>Diversity and breadth of staff experience and whether staff have the key experience and skills sought by the Estuary Partnership, as detailed on page 3.</p> <p>Higher scores will go to firms with project experience involving large-scale earthwork, WSDOT and ODOT infrastructure, railroad infrastructure, and in-water/wetland restoration.</p>
30 Points	Staff Qualifications and Experience
	<p>Overall skills, experience, and qualifications of proposed Owner’s Project Representatives (OPR) and other key staff (as evidenced in attached resumes). Skills, experience, and qualifications primarily will be assessed using the services and skills outlined on page 3.</p> <p>Higher scores will go to firms with OPR experience involving large-scale earthwork, WSDOT and/or ODOT infrastructure, railroad infrastructure, and in-water/wetland restoration.</p>
20 Points	Costs and Rates
	<p>The billing rates and anticipated travel costs for the designated OPRs will be compared with SOQs from other firms. Rates for additional staff most likely to complete majority of work will also be considered.</p> <p>The location of proposed OPRs in relationship to the Estuary Partnership’s study area will be included in the score for this element, as it is related to travel costs likely to be incurred.</p> <p>Costs including personnel, indirect, fringe, travel and other overhead rates.</p>
20 Points	References
	Quality of professional references.
5 Points	Commitment to Diversity, Equity, and Inclusion
	As evidenced through the applicant’s diversity in demographics, as well as efforts the applicant has made to ensure a diverse workforce, including policies and practices to promote both diversity in hiring and partnering with women and minority owned firms.
5 Points	Thoroughness in Applicant’s Preparation of their Application
	Quality and thoroughness of application and understanding of the requested information and experience sought.

ANTICIPATED SCHEDULE

RFQ Issuance:	December 5, 2022
Notice of Intent to Submit:	December 21, 2022 at 5:00 PM
RFQ Question Period Closing:	January 11, 2023, at 5:00 PM
RFQ Answers Posting:	No later than Jan 23, 2023
RFQ Closing (SOQ Submittal Deadline):	February 1, 2023, at 5:00 PM
Notice of Award:	No later than March 8, 2023

EXPECTED WORK PERIOD

The target dates for implementation are between April 1, 2023 and December 31, 2028. The contract may be extended into future years depending on needs and funding.

NOTICE OF INTENT TO SUBMIT

All firms intending to submit an SOQ in response to this RFQ must send notification in writing via e-mail to:

Erica Keeley
Technical Contracts Specialist
ekeeley@estuarypartnership.org

Due by 5:00 PM PDT on Wednesday December 21, 2022.

The Estuary Partnership will provide written confirmation of receipt via e-mail. **The Estuary Partnership will not send addenda to, or accept SOQs from, firms that do not provide a written intent to submit prior to 5:00 PM on December 21, 2022.**

QUESTION SUBMITTAL FORMAT AND DEADLINE

Questions should be submitted in writing via e-mail to:

Erica Keeley
Technical Contracts Specialist
ekeeley@estuarypartnership.org

Due by 5:00 PM on Wednesday, January 11, 2022.

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. The Estuary Partnership will not respond to oral or written questions submitted to other Estuary Partnership employees.

SOQ SUBMITTAL FORMAT AND DEADLINE

SOQs must use the attached SOQ Format and be submitted electronically in a single Adobe Acrobat PDF file no longer than 30 pages (40 pages if applying for both categories), and no larger than 20 MB, to:

Erica Keeley
Technical Contracts Specialist
ekeeley@estuarypartnership.org

Due by 5:00 PM on Wednesday, February 1, 2022

Submittals received after this time will not be accepted. The Estuary Partnership will provide an email response confirming receipt when SOQs are received. The Estuary Partnership will not respond to inquiries about the selection status of any submitted SOQs. The Estuary Partnership will notify all applicants once decisions are made.

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the Estuary Partnership. Any information in the proposal that the Applicant desires to claim as proprietary and exempt from disclosure consistent with Oregon law must be clearly designated. The page must be identified and each particular exception from disclosure upon which the Contractor is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the page. The Estuary Partnership will consider an Applicant's request for exemption from disclosure. Marking the entire proposal exempt from disclosure will not be honored. The Applicant must be reasonable in designating information as confidential.

MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

Estuary Partnership encourages participation in all of its contracts by certified Minority, Women, or Emerging Small Business (M/W/ESB) Enterprises, in order to promote their economic growth.

CONTRACT SPECIFICS

The Estuary Partnership will enter into master contracts with several qualified firms. The master contract does not guarantee work. Contracts will contain fixed rates that can be reestablished annually and include specific federal and/or state contracting requirements that the Estuary Partnership and their selected sub-contractors are required to follow. An example contract, including exhibits of federal and Estuary Partnership requirements (e.g., Travel Reimbursement Rates, Insurance, Federal Contracting Rules, and Equal Opportunity for Veterans) is included as Appendix A to this RFQ. Specific scopes of work, timelines, budgets and deliverables for project assistance services will be determined at the time of project need. The Estuary Partnership reserves the right to allocate funds based on finding a match between the technical assistance provider and the specific technical assistance needed.

In addition, although it is the Estuary Partnership's intention to use the services of the selected firm(s), the Estuary Partnership reserves the right to use other firms for certain assignments. The Estuary Partnership reserves the right, at its discretion, to solicit and obtain consulting and professional services as it sees fit at any time in the future without regard to any procurement action resulting from this request.

Lower Columbia Estuary Partnership
Habitat Restoration Program “On-Call” Engineering and Design Services
and/or Construction Management Services

SOQ Submittal Format

A. COMPANY INFORMATION

Business Name:

Address:

City, State, Zip Code:

Website Address:

Primary Contact Name:

Title:

Email Address:

Telephone Number:

Fax Number:

Business Designation: *(Please identify Corporation, Partnership, Limited Partnership, Limited Liability Company, Limited Liability Partnership, Sole Proprietorship, or Other)*

Principle Place of Business:

State Contractor’s License Number: *(Please provide state and number)*

Has the Applicant had a contract terminated for default in the last five years? If yes, please describe the full details of the terms for default including the other party's name, address, and phone number.

B. SOQ TYPE

Choose the on-call contract category for which you would like your SOQ to be scored / selected:

- Engineering and Design
- Construction Management
- BOTH Engineering and Design and Construction Management

C. QUALIFICATIONS *(Maximum of 6 pages for one SOQ type or 8 pages for both)*

1. Provide a description of the firm's experience with habitat restoration or related projects (as it relates to the minimum qualifications and selection criteria listed in the RFQ). Please ensure the scope, diversity, and length of experience are well-represented.
2. Describe projects related to habitat restoration or large earthworks performed by the firm within the last three years that best characterize the firm's capabilities, work quality, and cost control.
3. Provide the names, titles, and rates for staff most likely to complete the majority of the work. Also include their primary responsibilities, a brief description of their most relevant experience, and their location of work.
4. Describe the firm's resources (including staff availability) to perform the work for the duration of the on-call Master Contract (April 2023 to December 2028). Please include information about whether critical staff work in-house or otherwise, if that has not already been made clear.
5. Describe the firm's commitment to diversity, equity, and inclusion as evidenced by the diversity in demographics, as well as efforts made to ensure a diverse workforce, including policies and practices to promote both diversity in hiring and partnering with women and minority owned firms.

D. RESUMES *(Maximum of 6 for engineering/design, 4 for construction management, or 10 for both)*

- Include the resumes of individuals identified as key project team members.
- Each resume shall be no more than two pages in length. Be sure to include the most relevant qualifications and experience (including degrees earned, certifications, and licenses).
- Identify potential Owner's Project Representative(s) on the resumes.

E. REFERENCES *(Maximum of two pages)*

- List names, company, addresses, telephone numbers, and e-mail addresses of five references.
- Briefly name and describe the related project, location, the work accomplished, and the role of the applicant firm in the project.
- If your firm has worked with the Estuary Partnership before, you **MUST** list the primary Estuary Partnership project manager associated with the work as one of your references.

F. RATES

- Include 2023 billable hourly rate(s) for all staff anticipated to perform work,
- Include how much of each billable hourly rate is gross wages
 - *(Necessary to ensure compliance with some federal funding requirements), and*
- Provide mark up on materials and supplies.

G. CONFLICT OF INTEREST

- Please identify any potential conflict of interest the firm has with the Estuary Partnership, such as would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

AUTHORIZED SIGNATORY

The final proposal must include the following:

“I certify to the best of my knowledge that the information in this application is true and correct and that I am legally authorized to submit this information on behalf of the applicant.”

Printed Name	Signature
Title	Date

Appendix A
Sample Estuary Partnership Contract



CONTRACT

No. xx-20xx

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

Contractor	Estuary Partnership
Organization:	Organization: Lower Columbia Estuary Partnership
Project Officer:	Project Officer: Elaine Placido
Title:	Title: Executive Director
Address:	Address: 400 NE 11 th Ave. Portland, OR 97232
Phone:	Phone: (503) 226-1565
Fax:	Fax: (503) 226-1580
E-mail:	E-mail: eplacido@estuarypartnership.org
Business Designation: <input type="checkbox"/> Corporation (check one) <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	Finance Manager: Tom Argent Phone: (503) 226-1565
Tax ID#:	
Certified Minority, Women or Emerging Small Business Firm? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Number:	

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.

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 and between the begin date (“Begin Date”) and the end date (“End Date”) contained in Exhibit A.
3. **Contract Documents.** This Contract includes the attached Exhibits A through F, each of which is incorporated by this reference.
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.

There may be a one-time adjustment between budget tasks of less than 10% of total cost as identified in Exhibit B (“Contract Total”), per contract period, provided that Estuary Partnership receives documentation of and approves in writing the change prior to the adjustment. For consideration, Contractor’s written request for change or amendment must be received by Estuary Partnership at least thirty (30) calendar days before the task deliverable or final report is due as set forth in the Statement of Work.

5. **Payments and Consideration.**

- a) Estuary Partnership agrees to pay Contractor as stipulated in Exhibits A and B for accomplishing the Work.
- b) **Invoicing.** Contractor shall submit itemized invoice(s) every 30-90 days after Work starts, and a final invoice shall be submitted within 60 days after the completion of all Work. Each invoice shall include:
 - i. name, mailing address and phone number of Contractor
 - ii. Estuary Partnership contract number, invoice date and number
 - iii. dates Contractor performed the Work
 - iv. itemized expenses by task and budget line as prescribed in Exhibits A and B including:
 1. personnel: name, title, hours worked, and rate per hour
 2. travel: dates, destination, reason for trip, total mileage, per diem costs
 3. direct expenses: including what was purchased, the quantity, and cost (attach receipts)
 - v. itemization of cost share, if required
 - vi. 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 either: 1) via e-mail, as a single pdf attachment, to: **invoices@estuarypartnership.org**, or 2) as a printed hard copy to: **Finance Manager, Lower Columbia Estuary Partnership, 400 NE 11th Ave., Portland, OR 97232.**

- 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.
- d) **Excess or Untimely Invoices.** Contractor shall not submit invoices for, and Estuary Partnership shall not pay, any amount more than the Contract Total defined in Exhibits A and B. If Estuary Partnership increases the Contract Total 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 and included in the Contract Total defined in Exhibits A and B. Contractor understands and agrees that travel expenses shall be reimbursed only in accordance with rates approved in advance by Estuary Partnership detailed in Exhibit C and in effect at the time the expense was incurred.

6. **Reports.** Contractor shall prepare and submit all interim progress reports and a final report, if required, in accordance with Statement of Work. Contractor agrees that it understands and will comply with the terms of the federal Paperwork Reduction Act.
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.**
 - a) **Termination for Convenience – Estuary Partnership.** Estuary Partnership, in its sole discretion, may terminate this Contract, in whole or in part, upon 30 days' prior notice to Contractor.
 - b) **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:
 - i. **Funding.** Estuary Partnership fails to receive funding, appropriations, limitations, or other expenditure authority at levels sufficient, in its sole judgment, to pay for Contractor's Work;
 - ii. **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;
 - iii. **License.** Contractor no longer holds necessary license or certificate that is required to perform the Work; or
 - iv. **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.
 - c) **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.

9. **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, 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, Contractor shall promptly pay any excess to Estuary Partnership upon demand.

- b) **Estuary Partnership Remedies.** 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. In the event of termination for cause, without limitation, Estuary Partnership shall have any remedy available to it in law or equity.
- 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 the 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.
10. **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.
11. **Lobbying and Litigation.** Contractor acknowledges it is prohibited from using any funds from this Contract to engage in any lobbying effort, including to the Federal Government, or litigation, including against the United States.
12. **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.
13. **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 negligence, fraud or willful misconduct of the Contractor and its officers, employees, contractors, agents, or other representatives in performing the Exhibit A Work.
14. **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 Contract. 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 the 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.

15. **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 Contract, 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.
16. **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 District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
17. **Dispute Resolution.** If the Parties hereto disagree on the interpretation or performance of this Agreement, they shall first make every reasonable effort to resolve the dispute amicably between each other. If after such attempts they are still unable to reach agreement, they shall enter into mediation in a good faith attempt to resolve their differences. If the parties are unable to resolve their differences through mediation, then either party may pursue this matter in a court of competent jurisdiction.
18. **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.
19. **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.

20. **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 persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
21. **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.
22. **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.
23. **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 first page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. 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.
24. **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.
25. **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 on the first page is Contractor's correct taxpayer identification; (*Information not matching IRS records could subject Contractor to 31 percent backup withholding*)
- 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;
- e) Contractor is, and will continue to be, in compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction, including, without limitation, any anti-bribery statutes and laws requiring business permits, certificates, and licenses required to carry out the Services under this Agreement. Contractor has received, read, understood, and agreed to comply with the relevant Federal laws as set forth in Exhibit E; and
- f) the above Contractor data is true and accurate.

CONTRACTOR

ESTUARY PARTNERSHIP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Statement Of Work, Budget Narrative and Deliverables

CONTRACTOR:		CONTRACT #:	
PROJECT MANAGER:		EMAIL:	
PROJECT TITLE:			

Begin Date:	On the date this Contract is fully executed and approved by all parties.
End Date:	When Contractor's completed performance has been accepted by Estuary Partnership, or on Month DD, YYYY, whichever is sooner.

CONTRACT TOTAL:	\$XX,XXX
Cost Share Required:	<input type="checkbox"/> Yes, (provide detail in Task Description and Budget Detail) <input type="checkbox"/> None Required
Allowable Sources of Cost Share, if required:	<input type="checkbox"/> Federal * <input type="checkbox"/> Non-Federal
Source of Estuary Partnership Funds:	<input type="checkbox"/> Federal * <input type="checkbox"/> State <input type="checkbox"/> Private <input type="checkbox"/> 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

Subject any relevant terms of the original source of funds for this Contract regarding ownership, the indicated provision applies 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 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 is 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.

PROJECT DESCRIPTION

xxx

Progress Reports:	Summarize Work and Cost-Share to Date
Due Date(s):	Month DD, YYYY, Month DD, YYYY, Month DD, YYYY, and Month DD, YYYY

Task 1:	
Budget:	Estuary Partnership \$x,xxx
Description:	
Work Product/Deliverables:	
Due Date:	Month DD, YYYY

Task 2:	
Budget:	Estuary Partnership \$x,xxx
Description:	
Work Product/Deliverables:	
Due Date:	Month DD, YYYY

Task 3:	
Budget:	Estuary Partnership \$x,xxx
Description:	
Work Product/Deliverables:	
Due Date:	Month DD, YYYY

Final Report:	Summary of Work and Final Cost-Share
Due Date(s):	Month DD, YYYY

EXHIBIT B
Budget Detail

CONTRACTOR:		CONTRACT #:	
PROJECT MANAGER:		EMAIL:	
PROJECT TITLE:			

Estuary Partnership Budget		Quantity	Unit	Cost per Unit	Estuary Partnership Cost
<i>Date: MONTH DD, YYYY</i>					
Task 1.	Title				
	Personnel (list by position)				\$0
	Benefits (list by position)				\$0
	Supplies and Equipment (list)				\$0
	Travel (list by purpose)				\$0
	Contractual (list by service)				\$0
	Other (include detail)				\$0
				Task Subtotal	\$0
Task 2.	Title				
	Personnel (list by position)				\$0
	Benefits (list by position)				\$0
	Supplies and Equipment (list)				\$0
	Travel (list by purpose)				\$0
	Contractual (list by service)				\$0
	Other (include detail)				\$0
				Task Subtotal	\$0
Task 3.	Title				
	Personnel (list by position)				\$0
	Benefits (list by position)				\$0
	Supplies and Equipment (list)				\$0
	Travel (list by purpose)				\$0
	Contractual (list by service)				\$0
	Other (include detail)				\$0
				Task Subtotal	\$0
Task 4.	Title				
	Personnel (list by position)				\$0
	Benefits (list by position)				\$0
	Supplies and Equipment (list)				\$0
	Travel (list by purpose)				\$0
	Contractual (list by service)				\$0
	Other (include detail)				\$0
				Task Subtotal	\$0
Task 5.	Title				
	Personnel (list by position)				\$0
	Benefits (list by position)				\$0
	Supplies and Equipment (list)				\$0
	Travel (list by purpose)				\$0
	Contractual (list by service)				\$0
	Other (include detail)				\$0
				Task Subtotal	\$0
CONTRACT TOTAL					\$0

EXHIBIT C

Travel Reimbursement Rates

For purposes of this Contract, Estuary Partnership adheres to the following rates for travel, meals and lodging.

Mileage. Mileage for travel in a private automobile, while Contractor is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, shall be reimbursed at the prevailing Estuary Partnership rate which is the federal prevailing U.S. General Services Administration ("GSA") mileage reimbursement rate. To qualify for mileage reimbursement, Contractor must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is being operated, whichever is greater. **No mileage reimbursement shall be paid for the use of motorcycles or mopeds.**

Meals. Estuary Partnership shall reimburse Contractor for meals and incidentals up to the GSA per diem rate in effect for the time and locale. First and last day of travel are reimbursed at not more than 75% of daily rate.

Lodging. Estuary Partnership shall reimburse Contractor for actual cost of lodging up to the GSA per diem rate (plus applicable taxes) in effect for the time and locale. Exemptions to this limitation must be approved by the Estuary Partnership in advance of incurrence. Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

Other Travel Expenses. In addition to meals and lodging, travel expenses shall be reimbursed for airfare and rental vehicles only if Contractor is acting within the course and scope of his/her duties under this Contract. Receipts are required for all out-of-state travel expenses except meals and other incidental expenditures of less than \$25.00 per item. Incidental items included but are not limited to: parking, highway tolls, taxi cabs, and transit fares. Such items must be itemized for reimbursement. All Estuary Partnership Contractors shall fly "coach class," unless Contractor pays the difference. Airfare must be the lowest fare available at the time the travel arrangements are made. Estuary Partnership encourages travel by mass transit where practicable.

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 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.

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 Applicable Federal Contracting Laws

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.

- A. **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.
- B. **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.
- C. **Property.** Contractor agrees to comply with all applicable provisions of OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* relating to property, equipment, and supplies acquired with this Contract listed in 2 CFR Part 200 Subpart D (as updated). Contractor is subject to all provisions 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.
- D. **Procurement Responsibilities.** Contractor agrees to comply with the procurement requirements mandated by the EPA in its Cooperative Agreement with Estuary Partnership, and the procurement standards listed in 2 CFR Part 200 Subpart D (as updated). Contractor shall ensure that the applicable contract provisions listed are included in any contract awarded by Contractor.
- E. **Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, Build America, Buy America Act, Pub. L. No. 117- 58, Section 70901-52.** Contractor must comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project. The Act requires the following Buy America preference:
 - 1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
 4. Subject to subsequent approved federal agency specific waivers.
- F. **Contract Provisions.** Contractor shall comply with Contract Provisions for Non-Federal Entity Contracts Under Federal Awards as listed in OMB's Appendix II to Part 200, Title 2.
- G. **Conflict of Interest.** Contractor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 CFR Part 200.
- H. **Equal Employment Opportunity.** During the performance of this contract, the contractor agrees to comply with the Equal Opportunity Clause as stated in 41 CFR 60.
- I. **Davis - Bacon**
1. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
 2. Contractor shall comply with with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- J. **Contract Work Hours.** Where applicable, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- K. **Clean Air Act.** Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- L. **Anti-Lobbying.** Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- M. Telecommunications.** Prohibition on certain telecommunications and video surveillance services or equipment. Contractor is prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT F

Compliance with Applicable State and Local Laws

The Contractor shall comply with all applicable state and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Contractor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable).
- B. **Secular Use of Funds.** No funds awarded under this contract may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Contractor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Contractor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Contractor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Estuary Partnership a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Estuary Partnership with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Funding.** No part of any funds provided under this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this contract shall be used to pay the salary or expenses of any Contractor, or agent acting for such Contractor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

EXHIBIT G

Statutory and National Policy Requirements

Funding for the Work specified in this Contract is provided in whole or in part by the Bonneville Power Administration (BPA). BPA funding is subject to the following statutory and national policy requirements. By entering into this agreement, Contractor agrees that it will comply with applicable provisions below.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
NONDISCRIMINATION				
On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by: DOE at 10 CFR Part 1040	All	All	All	Requirements flow down to subrecipients.
On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 [3 CFR, 1964-1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60 and EPA at 40 CFR Parts 7 and 12.	Grants, cooperative agreements, and other prime awards defined at 40 CFR 60-1.3 as "Federally assisted construction contract."	All	Awards under which construction is to be done.	Requirements flow down to construction subrecipients.
On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.). DOE at 10 CFR Part 1040	All	Education al institution [for sex discrimination, excepts all Institution controlled by religious organization, when inconsistent with the organization's religious tenets].		
On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90. DOE at 10 CFR Part 1040	Grants, cooperative agreements, and other awards defined at 45 CFR 90.4 as "Federal financial assistance."	All	All	Requirements flow down to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
On the basis of handicap, in: 1. Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as implemented by Department of Justice regulations at 28 CFR Part 41 and DOE at 10 CFR Part 1040.	Grants, cooperative agreements, and other awards included in "Federal financial assistance"	All	All	Requirements flow down to subrecipients.
2. The Architectural Barriers Act of 1968 (42 USC 4151, et seq.).	Grant or loan	All	Construction or alteration of buildings or facilities, except those restricted to use only by able-bodied uniformed personnel.	
3. Americans with Disabilities Act. 42 USC 12101 et. seq	All	All		
LIVE ORGANISMS				
For human subjects:				
For human subjects, the Common Federal Policy for the Protection of Human Subjects. Codified by the: DOE at 10 CFR Part 745	All	All	Research, development, test, or evaluation involving live human subjects.	Requirements flow down to subrecipients
P.L. 104-191 Health Insurance Portability and Accountability Act (HIPAA)	As applicable	Covered Entities	As applicable	Limits uses of protected health information (PHI) collected or maintained by researchers within a covered entity or access to PHI from a covered entity. Research uses do not require Business Associate Agreements (defined at 45 CFR part 164.504 (e)(1) between collaborating institutions. Guidance available at http://privacyruleandresearch.nih.gov/
For animals:	All	All		Requirements flow down to subrecipients.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>Rules on animal acquisition, transport, care, handling, and use in: (i) 9 CFR Parts 1-4, Department of Agriculture rules that implement the Laboratory Animal Welfare Act of 1966 (7 US+A 160C. 2131-2156). Public Health Service Agencies must follow requirements in the PHS Policy on Humane Care and Use of Laboratory Animals, which implements PL 99-158, Sec. 495. NASA requirements for animal welfare are set forth at 14 CFR Part 1232 EPA at 40 CFR Part 40. For USDA/CSREES, "In the case of domestic farm animals housed under farm conditions, the institution should adhere to the principles stated in the Guide for the Care and Use of Agricultural Animals in Agriculture and Teaching, Federation of Animal Science Societies, 1999."</p>	All	All	<p>Research, experimentation, or testing involving the use of animals USDA regulations exempt birds, most rats and mice bred for research, and farm animals used for agricultural research.</p>	
<p>Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.</p>	All	All	<p>Activities which may involve or impact wildlife and plants.</p>	
ENVIRONMENTAL STANDARDS				
<p>Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. Seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799]. EPA at 40 CFR Part 6</p>	All	All	<p>All, for Clean Air Act, Clean Water Act, and Executive Order 11738.</p>	<p>Requirements flow down to subrecipients.</p>

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.</p> <p>DOE at 10 CFR Part 1021</p>				
<p>Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas.</p> <p>DOE at 10 CFR Part 1022</p>	All	All	Awards involving construction, land acquisition or development, with some exceptions [see 42 U.S.C. 4001, et. seq.].	The Council on Environmental Quality's regulations for implementing NEPA are at 40 C.F.R. Parts 1500-1508. Executive Order 11514 [3 CFR, 1966-1970 Comp., p. 902], as amended by Executive Order 11991, sets policies and procedures for considering actions in the U.S. Executive Orders 11988 [3 CFR, 1977 Comp., p. 117] and 11990 [3 CFR, 1977 Comp., p. 121] specify additional considerations, when actions involve floodplains or wetlands, respectively.
<p>All existing or proposed components of the National Wild and Scenic Rivers system, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C.1271, et seq.).</p> <p>EPA at 40 CFR Part 6</p>	Grants, cooperative agreements, and other "financial assistance" (see 16 U.S.C. 3502).	All	Awards that may affect existing or proposed element of National Wild and Scenic Rivers system.	Requirements flow to subrecipients.
<p>Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300h-3).</p> <p>EPA at 40 CFR Part 6</p>	All	All	Construction in All area with aquifer that the EPA finds would create public health hazard, if contaminated.	42 U.S.C. 300h-3(e) precludes awards of Federal financial assistance for all projects that the EPA administrator determines may contaminate a sole-source aquifer so as to threaten public health.

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Resource Conservation and Recovery Act 42 USC 6901	All	Awards to states or a political subdivision of a state (which for this purpose includes state and local institutions of higher education or hospitals)		
HEALTH & SAFETY GUIDELINES				
Applicable OSHA Standards in Laboratories 29 CFR 1910.1030 Bloodborne Pathogens; 29 CFR 1910.1450, Occupational Exposure to Hazardous Chemicals in Laboratories	All	All	Research involving use of hazardous chemicals or bloodborne pathogens	
Handling and transport of etiologic agents Procedures for Domestic Handling and Transport of Diagnostic Specimens and Etiologic Agents, 1994 (3rd ed.), H5a3doc.75, National Committee for Clinical Laboratory Standards	All	All	Research involving etiologic agents	
Hotel and Motel Fire Safety Act of 1990 - P.L. 101-39 40 USC 327-333	Conference or meeting support	All	Alterations and Renovations > \$500,000	
Labor Standards under Federally Assisted Construction: Construction Work Hours and Safety Standards Act 40 USC 327-333	All	All	Alterations and Renovations > \$500,000	
Text Messaging While Driving - EO 13513	All	All	When performing work for or on behalf of government	Adopt and enforce policies that ban text messaging while driving.
Increasing Seat Belt Use in the United States Executive Order 13043, Increasing Seat Belt Use in the United States, dated, April 16, 1997	All	All		In accordance with the Executive Order, "grantees are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles."

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
NATIONAL SECURITY GUIDELINES				
Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, dated September 23, 2001.	All			
GENERAL/MISCELLANEOUS REQUIREMENTS				
Drug Free Workplace 41 USC 701 et seq. DOE at 10 CFR Part 607	All	All		
Civil False Claims Act 31 USC 2739	All	All	All	
Criminal False Claims Act 18 USC 287 and 1001 31 USC 3801, 45 CFR 79	All	All	All	
Government-wide Debarment and Suspension (Nonprocurement) DOE at 10 CFR 1036	All	All		
Lobbying Prohibitions 31 USC 1352, stipulates that (1) No Federal appropriated funds have been paid or will be paid, any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit the SF Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. DOE at 10 CFR Part 601	All			Requirements flow down to construction subrecipients.
Metric System 15 USC 205 and Executive Order 12770	All	All	All	

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>Misconduct in Science</p> <p>Policies and responsibilities associated with prevention, detection, and handling of misconduct in science allegations as stipulated in regulations:</p> <p>DOE at 10 CFR Part 733</p> <p>[Federal Register: December 6, 2000 (Volume 65, Number 235)] [Notices] [Page 76260-76264]</p>	All	All	All	
<p>National Historic Preservation</p> <p>The recipient agrees to identify to the awarding agency all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide all the help the awarding agency may need, with respect to the award.</p> <p>16 USC 470f</p>	All	All	All	
<p>Paperwork Reduction Act</p> <p>44 USC 3501</p>	All	All	<p>When data is collected from respondents using a questionnaire or other survey instrument. See, however, M-11-07 dated 12/9/10 entitled, "Facilitating Scientific Research by Streamlining the Paperwork Reduction Act Process." https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2011/m11-07.pdf</p>	<p>Data collection activities, if any, performed under this project are the responsibility of the recipient, and awarding agency support of the project does not constitute approval of any survey design, questionnaire content, or data collection procedures. The recipient shall not represent to respondents that such data are being collected for or in association with Bonneville without the specific written approval of the Bonneville CO. However, this requirement is not intended to preclude mention of Bonneville support of the project in response to an inquiry or acknowledgment of such support in any publication of these data.</p>

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
<p>U.S. Flag Air Carriers</p> <p>49 USC 40118 See also General Services Administration amendment to the Federal Travel Regulations, Federal Register (Vol. 63, No. 219, 63417-63421)</p>	All	All	<p>Any air transportation to, from, between, or within a country other than the U.S. of persons or property, the expense of which will be assisted by Federal funding, must be performed by or under a code-sharing arrangement with a U.S.-flag air carrier if service provided by such a carrier is available (see Comp Gen. Decision B-240956, dated September 25, 1991).</p>	
<p>Trafficking in Persons By signing or accepting funds under the agreement, the recipient agrees that it will comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as implemented by 2 CFR 175.</p>	All	<p>175.15 (b)l.a. applies to private entities 175.15(b) l.b. applies to other than private entities if award includes subrecipient award to a private entity 117.15(b)l .c. applies to all recipients</p>		Requirements flow down to subrecipients.
<p>Whistleblower Protection</p> <p>Awardees are notified of the applicability of 41 U.S.C. § 4712, as amended by P.L. 112-239, providing protection for whistleblowers.</p>	All	All	All	
<p>Use of United States Flag Vessels</p> <p>46 CFR 381</p>	All	All		
<p>Patents, Trademarks and Copyrights</p> <p>35 USC 202-204 and 37 CFR 401</p>	All	Awards to non-profits and small businesses		

Description	Type of Award	Type of Recipient	Specific Situation	Flow Down Requirements
Privacy Act 5 USC 552a	All	All		
Pro Children Act 20 USC 7183	All	All	All awards performed in facilities where children are served.	
Uniform Relocation Assistance and Real Property Acquisition Policies Act 42 USC 4601 and 49 CFR 24	All	All		
Constitution Day PL 108-447	All	Education al Institutions		
Copeland Act 40 USC 4135	All	All		
Davis Bacon Act 40 USC 3141 et.seq	All	All		
Earthquake Hazards Reduction Act 42 USC 7701 et seq., EO 12699	All	All	Construction awards within applicable geographic areas	
Freedom of Information Act 5 USC 552	All	All		
Hatch Act 5 USC 7321-7328	All	State or Local Governments		
Limited English Proficiency EO 13166	All	All		
Native American Graves Protection and Repatriation 25 USC 3001-3013	All	All		Precludes use of funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, unless the activity fits within a law enforcement exception as noted in the provision.