



REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR NATIVE SEED PROPAGATION SERVICES

KLAMATH RIVER RENEWAL PROJECT

November 16, 2018

KLAMATH RIVER RENEWAL PROJECT
RFQP FOR NATIVE SEED PROPAGATION SERVICES

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KLAMATH RIVER RENEWAL PROJECT
RFQP FOR NATIVE SEED PROPAGATION SERVICES

INSTRUCTIONS TO PROPOSERS

SECTION 1 – GENERAL INFORMATION

1.1 Introduction - Pursuant to this Request for Qualifications and Proposals (“RFQP”), the Klamath River Renewal Corporation (the “KRRC”) requests the submittal of proposals (“Proposals”) from qualified persons or organizations (“Proposers”) to provide native seed propagation services. All Proposals shall become the exclusive property of KRRC.

This Native Seed Propagation Project shall produce source-identified (SI) type, native plant seed grown from wildland collected seed sources into larger quantities required for the Klamath River Renewal Project.

This document is prepared in alignment with the policy, standards, values and guidelines set out in the current version of the Klamath River Renewal Corporation Procurement Policy, a copy of which is available on the KRRC website at www.klamathrenewal.org.

SECTION 2 – SCOPE OF SERVICES

The selected Proposer will be responsible for providing all services and materials necessary to perform the services set forth in Appendix 1 to the draft Services Agreement attached as Attachment B to this RFQP (the “Scope of Services”).

The services of the selected Proposer are expected to be performed under annual purchase orders and the following scopes:

- 2019 Scope - February 1, 2019 to December 31, 2019
- 2020 Scope - January 1, 2020 to December 31, 2020
- 2021 Scope - January 1, 2021 to October 01, 2021
- 2022 Scope - January 1, 2022 to October 01, 2022

SECTION 3 – PROCUREMENT PROCESS

3.1 RFQP Process and Schedule - KRRC has developed a RFQP procurement process and schedule. KRRC reserves the right to modify any or all of these dates at its sole discretion at any time during this procurement process.

November 16, 2018	Issue RFQP
November 30, 2018	Deadline to Submit Questions to KRRC
December 14, 2018 at 5PM Pacific	Proposals Due
December 28, 2018	Selection of Preferred Proposer
January 31, 2019	Services Agreement Award

3.2 Proposer Questions and RFQP Addenda - Any questions and requests for information or clarifications related to this procurement from interested parties, Proposers and any of their representatives must be made in writing to KRRC via e-mail as described below. Such communications must include the requestor’s name, e-mail address and the Proposer represented. Any attachments included in the email must be in portable document format (PDF) only.

Email: krrp@aecom.com
Email subject: Questions - RFQP Native Seed Propagation

Proposers must check www.klamathrenewal.org periodically for responses to questions and RFQP addenda. It is the responsibility of each Proposer to ensure that it has obtained and

incorporated all addenda into its Proposal. KRRC assumes no responsibility or liability whatsoever for the distribution of addenda to Proposers.

KRRC shall not be responsible for or be or bound by any oral instructions, interpretations or explanations issued by KRRC or its representatives.

3.3 Services Agreement - KRRC has prepared a draft Services Agreement attached as Attachment B to this RFQP. Each Proposer must agree to negotiate in good faith to enter into a Services Agreement with KRRC that reflects the substantive terms and conditions of this RFQP and its respective Proposal.

Proposer must carefully review all requirements of the attached draft Services Agreement, and submit with their Proposal any issues which may need further discussion and negotiation. New issues may not be introduced after submission of their Proposal, except if KRRC makes changes to the Services Agreement, in which case the Proposer may raise new issues with regard to such changes only.

3.4 No Reimbursement - KRRC accepts no liability for the costs and expenses incurred by Proposers in responding to this RFQP or any clarification requests, or any other activities included as part of this procurement process.

3.5 Compliance with Law - The Proposer (and each member of the Proposer Team, if the Proposer Team involves multiple entities) will at all times comply with all applicable law, including but not limited to: (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

3.6 KRRC Reserved Rights - KRRC expressly reserves the right to:

- a) Reject any or all of the Proposals or portions thereof, including but not limited to any Proposal received after the submittal deadline;
- b) Waive any defect, irregularity, or technicality in the Proposals received;
- c) Cancel or reissue this RFQP in whole or in part at any time;
- d) Require additional information from one or more Proposers to supplement or clarify the Proposals submitted;
- e) Conduct further investigations with respect to the qualifications and experience of each Proposer, or any Proposer Team member, and to request additional evidence to support any such information;
- f) Interview one or more of the Proposers at any stage of the procurement process;
- g) Disqualify any Proposer that submits a nonconforming, nonresponsive, incomplete, inadequate, or conditional Proposal, or is otherwise deemed to be unqualified during any stage of the procurement process;
- h) Conduct simultaneous Services Agreement negotiations with multiple Proposers;
- i) Negotiate potential contract terms with any Proposer;
- j) Decide not to award a Services Agreement for any reason;
- k) Award the proposed services, in whole or in part, to one or more Proposers;
- l) Issue one or more amendments via addenda or otherwise to this RFQP to extend the due date for the Proposals or for any other reason; or
- m) Take any other action affecting the procurement process, the RFQP process, or the Project that would be in the best interests of KRRC.

SECTION 4 – PROPOSAL REQUIREMENTS

4.1 General Instructions - Proposers must follow the requirements stated in this RFQP. Proposals that do not meet the submittal requirements may be deemed to be non-responsive and may be rejected.

4.1.1 Submittal Date and Address - Proposers must email one electronic version of their Proposal as follows, on or before the date and time set forth in Section 3.1 of this RFQP.

Email: krrp@aecom.com
Email subject: Proposal - RFQP Native Seed Propagation

4.1.2 Proposal Format and Length - Proposals must be prepared in the listed order set out in 4.2 below, and combined into a single portable document format (PDF) electronic file. If the combined PDF file exceeds 10MB in size, the Proposer is advised to reduce the file size with PDF tools. If the combined PDF file continues to exceed 10MB in size, the Proposer may separate the Proposal into multiple PDF files provided that (a) no PDF exceeds 10MB in size, (b) each PDF is sequentially numbered in the file name (e.g. "1 of 2") and (c) the Proposal must comprise no more than three PDF files.

Notwithstanding the above, the Proposer shall include with their submittal a separate Microsoft Excel document containing only the Service Fee, which shall include "Service Fee" in the file name. The Service Fee document does not contribute to the file quantity limitation stated above.

Paper size shall be 8½" x 11". Font size and style must be clearly legible. There is no overall Proposal page limit, but there are page limits associated with each section listed in Section 4.2. Each side of a double-sided page will count as one page.

Proposals shall not include any non-PDF type file attachments, except as stated above.

4.2 Contents of the Proposal - Proposals must be organized and address the items identified in this Section in the order specified below.

4.2.1 Proposal Cover Sheet and Table of Contents (No Page Limit) - The Proposal must include the Proposal Cover Sheet, as set forth in Attachment A, and a table of contents.

4.2.2 Organizational and Personnel Qualifications (Page Limit – 3 Pages) -

- a. Proposer/Proposer Team - The Proposal shall include a description of the Proposer or, if more than one entity is involved in the Proposal, the "Proposer Team". The description should include corporate background (if applicable), location, size, history, and proposed organizational structure (on both the company and personnel levels) for the Native Seed Propagation Project.
- b. Qualifications - The Proposer shall identify and describe the qualifications of the project manager who will be the primary contact in providing services to KRRRC, with reasonable assurances that such person will be continuously available to serve in that capacity for the duration of the Native Seed Propagation Project.
- c. Resumes - The Proposer shall provide resumes for the project manager and any other key personnel. The project manager should have an extensive record of successful projects which are similar to the Native Seed Propagation Project. The Proposer must present evidence of personnel's involvement in relevant contracts with other entities where similar services have been performed. Each resume must list relevant professional registrations/certifications and not exceed two pages each. The resumes will not count against the page limit for this section.

4.2.3 Local and Tribal Business (Page Limit – 1 Page) - KRRC highly values the involvement of qualified local Proposers, individuals, subcontractors and local tribal businesses on this Native Seed Propagation Project and strongly encourages Proposers to emphasize any such qualifications as well as any plan to employ local permanent residents (including the approximate numbers, duration, job skills required, etc.) in their Proposal.

For the purposes of this RFQP, KRRC considers any Proposer, individual, or subcontractor based in Klamath County, Siskiyou County, Del Norte County, Humboldt County, Jackson County, Josephine County, Douglas County, Lake County, Trinity County, Shasta County, Tehama County, or Modoc County to be "local," with particular preference given to Proposers, individuals, and subcontractors based in Klamath County, Siskiyou County, Del Norte County, or Humboldt County.

For the purposes of this RFQP, KRRC considers "tribal business" to mean a tribally owned business that is at least 51% owned by an Indian tribe or Indian tribe members. Indian tribe means any Indian tribe, band, nation or other organized group or community of Indians, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians or is recognized as such by the State in which the tribe, band, nation or community resides.

4.2.4 Relevant Experience (Page Limit – 4 Pages) - The Proposer shall identify a minimum of five years of experience in large scale native seed propagation by providing a work history of at least three relevant projects performed in the last five years. Information provided by the Proposer for each project shall include:

- a. Project Summary - Project name, propagation location, dates of performance, project owner/client name
- b. Project Description - Description of the project scope identifying similarity to the scope of this proposal. Include the location of restoration work for which the seed was propagated
- c. Project Performance - Plant species propagated, quantities (lbs) of pure live seed propagated, quantities propagated per acre for each year. Identify plant species that are listed under this Proposal.
- d. Key Personnel - Names of key personnel on this Proposal who were involved in each reference project and their specific work responsibilities on each reference project.
- e. References - Owner/client reference (name, role on the referenced project, phone number, and e-mail address) for each project identified in this section of the Proposal.

4.2.5 Potential Conflicts of Interest (No Page Limit) - Proposers shall identify and discuss any potential conflicts of interest, professional, personal, or otherwise, that may arise in performing the Native Seed Propagation Project services, including but not limited to potential conflicts of interest with respect to KRRC (including members and staff of KRRC Board of Directors); the State of California; the State of Oregon; Klamath County, Oregon; Siskiyou County, California; PacifiCorp; AECOM Technical Services, Inc.; Hawkins Delafield & Wood LLP; Perkins Coie, LLP; Water and Power Law Group PC; Willis Towers Watson; FERC; and the U.S. Army Corps of Engineers.

Proposers shall also identify any work within the past five years for PacifiCorp or for the State of California, the State of Oregon, the United States or any of their respective subdivisions, bureaus, departments or agencies, and indicate whether it has been completed.

4.2.6 Litigation/Debarment (No Page Limit) - The Proposer shall indicate whether it or any other Proposer Team member or any of their respective owners, partners, members or employees have been, within the last five years, (1) involved in litigation or other legal proceedings relating to the provision of the type of services described in the Scope of Services,

or (2) disciplined or censured by any regulatory body, and provide an explanation and the current status or disposition of any such matters.

The Proposer shall indicate whether it or any other Proposer Team member is debarred or otherwise disqualified from contracting with or doing work for any governmental entity, and identify the governmental entity and provide a brief description of the reason of any such circumstance.

4.2.7 Financial Statements (No Page Limit) - Please provide a copy of the Proposer's, or each Proposer Team member's, most recent financial statement or another appropriate summary of financial health. If the Proposer or any Proposer Team member is unable to provide a financial statement or other summary of financial health, please provide a reason for such unavailability.

4.2.8 Insurance (No Page Limit) - Proposers should provide a description of their current insurance coverage. This section of the Proposal will not be evaluated and is for informational purposes only. KRRC intends to work with the selected Proposer to ensure that it is able to comply with the insurance requirements set forth in Appendix 3 (Required Insurance) of the draft Services Agreement.

4.2.9 Approach (Page Limit – 2 Pages) - The Proposer shall provide a full description of how its team will approach the execution of the Scope of Services, including but not limited to its approach to quality management, safety oversight, maximizing yield, schedule; risk identification and preventative or planned actions to address, eliminate, or minimize such risks. Proposer shall include in this section preliminary versions of the Growing Schedule and Seed Propagation Method as described in section 3 of the Appendix 1 - Scope of Services. Proposers may choose to propagate a certain selection of species requested.

4.2.10 Price Proposal (Page Limit – 3 Pages) - The Proposer's shall insert requested information on Appendix 2 Service Fee which will serve as the Price Proposal. Quantities shown in the Appendix 2 Service Fee are estimated quantities. Actual quantities and amounts due for payment under any contract or purchase order would be subject to confirmation as described elsewhere in this document.

SECTION 5 – EVALUATION AND SELECTION PROCESS

Proposals will be reviewed by a team of technical, legal and commercial representatives appointed by KRRC (the "Selection Committee"). The Selection Committee will evaluate Proposals on a best value basis where the combination of technical, quality, and pricing factors meet or exceed KRRC's objectives and the Native Seed Propagation Project requirements identified in this RFQP. A Services Agreement will be negotiated with the Proposer offering the best value to KRRC with reference to the submittal requirements set forth in Section 4 and the criteria set forth below. If negotiations are unsuccessful, KRRC may negotiate a Service Agreement with the Proposer offering the second best value to KRRC.

The Proposal evaluation criteria and their relative weighting are set forth in the table below.

CRITERION	RELATIVE WEIGHT
Technical	60%
Qualifications (Sections 4.2.2, 4.2.4, 4.2.5, 4.2.6, and 4.2.8 of this RFQP)	30%
Local and Tribal (Section 4.2.3 of this RFQP)	10%
Approach (Section 4.2.9 of this RFQP)	20%
Price (Section 4.2.10 of this RFQP)	40%

KLAMATH RIVER RENEWAL PROJECT
RFQP FOR NATIVE SEED PROPAGATION SERVICES

ATTACHMENT A - PROPOSAL COVER SHEET

_____ (the "Proposer")
hereby submits its Proposal in response to the Request for Qualifications and Proposals for the Native Seed Propagation Services for the Klamath River Renewal Project (the "RFQP") issued by the Klamath River Renewal Corporation (the "KRRC") on November 16, 2018.

As a duly authorized representative of the Proposer, I hereby certify, represent, and warrant, on behalf of the Proposer Team, as follows in connection with the Proposal:

1. The Proposer acknowledges receipt of the RFQP and the following addenda:

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the Proposer.
3. The name of the legal entity that will execute the Services Agreement is :

4. All information and statements contained in the Proposal are current, correct, and complete, and are made with full knowledge that KRRC will rely on such information and statements in selecting the successful Proposer and executing the Services Agreement.
5. The Proposer, other Proposer Team members and key personnel have all current and valid licenses, registrations, and certificates required by applicable law to submit this Proposal and for provision of the services described in the RFQP.
6. The principal contact person who will serve as the interface between KRRC and the Proposer for all communications is:
Name: _____ Title: _____
Address: _____
Phone: _____ Email: _____
7. If selected, the Proposer agrees to negotiate in good faith to enter into a Services Agreement that reflects the substantive terms and conditions set forth in Attachment B.

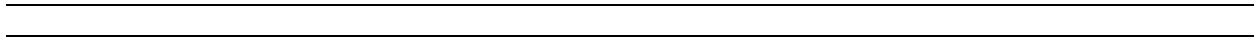
Name of Proposer: _____

Name and Title of Designated Signatory: _____

Signature: _____

Date: _____

KLAMATH RIVER RENEWAL PROJECT
RFQP FOR NATIVE SEED PROPAGATION SERVICES
ATTACHMENT B - DRAFT SERVICES AGREEMENT



SERVICES AGREEMENT
FOR NATIVE SEED PROPAGATION AND RELATED SERVICES

between

KLAMATH RIVER RENEWAL CORPORATION

and

[_____]

Dated as of

[_____]

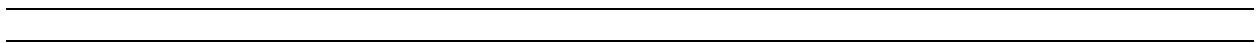


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SERVICES AGREEMENT
FOR NATIVE SEED PROPAGATION AND RELATED SERVICES

THIS SERVICES AGREEMENT FOR NATIVE SEED PROPAGATION AND RELATED SERVICES (this “**Agreement**”) is made and entered into as of [_____] (the “**Effective Date**”), between the Klamath River Renewal Corporation (“**KRRC**”) and [_____] (the “**Contractor**”).

RECITALS

WHEREAS, KRRC is a California nonprofit corporation formed pursuant to the Klamath Hydroelectric Settlement Agreement, dated February 18, 2010, as amended, among the States of Oregon and California, the United States, PacifiCorp and certain other parties for the purpose of removing certain hydropower dams located on the Klamath River and related habitat restoration work (the “**Klamath River Renewal Project**”);

WHEREAS, KRRC issued its Request for Qualifications and Proposals for Native Seed Propagation and Related Services on [_____] (the “**RFQP**”), and the Contractor submitted a proposal (the “**Proposal**”) in response to the RFQP;

WHEREAS, based on the Proposal, KRRC has designated the Contractor to perform the native seed propagation and related services in connection with the Klamath River Renewal Project as provided for in the RFQP, in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

SECTION 1.1. DEFINITIONS. For the purposes of this Agreement, the following words and terms shall have the respective meanings set forth in this Section.

“**Additional Services**” means those services described in subsection 3.2(A) (Changes to the Scope of Services).

“**AECOM**” means AECOM Technical Services, Inc.

“**Agreement**” means this Services Agreement for Native Seed Propagation and Related Services between KRRC and the Contractor, including the Appendices, as the same may be amended or modified from time to time in accordance herewith.

“**Appendix**” means any of the appendices and, as applicable, any attachments thereto, that are appended to this Agreement and identified as such in the Table of Contents.

“**Applicable Law**” means (1) any federal, State or local law, code, or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule, or other order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate Governmental Body if such interpretation is documented by such Governmental Body and generally applicable; and (4) any Governmental Approval, in each case having the force of law and applicable from time to time to the Contract Services or any transaction contemplated hereby.

“Contract Administration Memorandum” has the meaning set forth in subsection 7.3(B) (Contract Administration Memoranda).

“Contract Services” means the services required to be performed by the Contractor under this Agreement as described in Appendix 1 (Scope of Services) and any Additional Services.

“Contractor” has the meaning set forth in the preamble.

“Contractor Representative” has the meaning specified in subsection 3.5(B) (Contractor Representative).

“Deliverable Material” means all documents, reports, studies, surveys, computer programs, warranties, manuals, submittals, licenses and other documents and materials required to be delivered by the Contractor to KRRC pursuant to this Agreement.

“Effective Date” means the date set forth in the preamble.

“Force Majeure” means an occurrence or circumstance beyond the control of the claiming party and may include extraordinary weather conditions or other natural catastrophes, war, riots, strikes, lockouts or other industrial disturbances, or acts of Governmental Bodies.

“Governmental Approvals” means all orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issued by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services.

“Governmental Body” means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

“KRRC” has the meaning set forth in the preamble.

“KRRC Indemnitee” means KRRC, PacifiCorp and AECOM and their respective parents, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, designated agents, insurers, and employees.

“KRRC Representative” has the meaning set forth in subsection 3.5(A) (KRRC Representative).

“Loss” has the meaning specified in Section 6.2 (Indemnification).

“Project Site” means the parcels of real property on which the Contract Services are to be completed.

“Required Insurance” has the meaning specified in Appendix 3 (Required Insurance).

“Service Fee” has the meaning specified in Section 4.1 (Compensation for Contract Services).

“Standard of Care” has the meaning specified in subsection 3.4(E) (Standard of Care).

“Term” has the meaning set forth in Section 2.1 (Effective Date and Term).

“Termination for Default” has the meaning set forth in subsection 5.1(C) (Termination for Default).

SECTION 1.2. INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) Construction of Terms. As used in this Agreement: words importing the singular number mean and include the plural number and vice versa; any headings preceding the text of the Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect; the words “include,” “includes” and “including” are to be construed as meaning “include without limitation,” “includes without limitation” and “including without limitation,” respectively.

(B) References to Documents and Standards. Each reference to an agreement, document, standard, principle or other instrument includes a reference to that agreement, document, standard, principle or instrument as amended, supplemented, substituted, novated or assigned.

(C) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein. Without limiting the generality of the foregoing, this Agreement shall completely and fully supersede all other understandings and agreements among the parties with respect to such transactions, including any proposal previously submitted by the Contractor.

(D) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement. Any signature on a counterpart or any electronic facsimile or PDF thereof may be attached to any other counterpart of this Agreement to complete a fully executed agreement.

(E) Governing Law. This Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by and construed in accordance with the applicable laws of the State of California without regard to the choice of law provisions thereof, except where the federal supremacy clause requires otherwise.

(F) Severability. If any provision of this Agreement is held to be invalid, unenforceable or illegal to any extent, such provision shall be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement, unless such continued effectiveness as modified would be contrary to the basic understandings and intentions of the parties as expressed herein. If any provision of this Agreement is held to be invalid, unenforceable or illegal, the parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as nearly as possible to its original intent and effect.

(G) Third-Party Beneficiaries. This Agreement is exclusively for the benefit of KRRC and the Contractor and shall not provide any third parties (with the sole exception of the rights of any third-party KRRC Indemnitee to the extent provided in

Section 6.2 (Indemnification)) with any remedy, claim, liability, reimbursement, cause of action or other rights.

(H) KRRC Discretion. KRRC may exercise all of its rights hereunder in its sole and absolute discretion.

ARTICLE 2

TERM

SECTION 2.1. EFFECTIVE DATE AND TERM. This Agreement shall become effective on the Effective Date, and shall remain in force until all obligations related to the Contract Services, other than those obligations which survive termination of this Agreement under Section 2.2, have been fulfilled, unless this Agreement is sooner terminated as set forth herein (the “**Term**”).

SECTION 2.2. SURVIVAL OF CERTAIN PROVISIONS UPON TERMINATION. Notwithstanding any other provision of this Agreement, the following provisions hereof shall survive the expiration or earlier termination of this Agreement: (1) Section 6.1 (Insurance) and Appendix 3 (Required Insurance), to the extent applicable; (2) Section 6.2 (Indemnification); (3) Section 7.1 (Ownership and Use of Deliverable Material); (4) Section 7.8 (Books and Records); and (5) all other provisions of this Agreement that so provide shall survive the expiration or earlier termination of this Agreement.

ARTICLE 3

PERFORMANCE OF THE CONTRACT SERVICES

SECTION 3.1. SCOPE OF SERVICES. The Contractor shall render and perform the Contract Services for KRRC as set forth in Appendix 1 (Scope of Services) and in accordance with the terms and conditions of this Agreement. The Contractor’s responsibility to perform the Contract Services shall include the performance of all services reasonably inferable from the Contract Services. The Contractor shall manage all employees and subcontractors, and the Contract Services, in such a manner that the Contract Services can be safely and successfully completed within the agreed-upon project schedule. The Contractor represents and agrees that it is qualified, duly licensed to the extent required by Applicable Law, and fully capable of performing and providing the Contract Services required or necessary under this Agreement in a fully competent, fully professional and timely manner.

SECTION 3.2. CHANGES TO THE SCOPE OF SERVICES.

(A) Changes to the Scope of Services. KRRC shall have the right to request additions, reductions and other changes to the scope of the Contract Services set forth in Appendix 1 (Scope of Services) at any time and for any reason, in its discretion, by written notice to the Contractor. Any addition to the scope of the Contract Services required by KRRC pursuant to this Section shall constitute “**Additional Services**.” Any addition, reduction or other change in the scope of the Contract Services and any corresponding change in compensation to the Contractor shall be reflected in a Contract Administration Memorandum or an amendment to this Agreement executed by both parties. Changes to the scope of the Contract Services shall be effective upon the execution and delivery of the Contract Administration Memorandum or amendment to this Agreement.

(B) Exclusions from Additional Services. Additional Services shall not include work or services necessary because of the Contractor's: (1) errors or omissions in performance of the Contract Services hereunder; or (2) failure to perform, or failure to cause subcontractors to perform, the Contractor's obligations hereunder in accordance with the Standard of Care. All such services shall be performed at no cost to KRRC, including any required corrections or revisions to any Deliverable Material that are a result of any errors or omissions by the Contractor.

SECTION 3.3. FORCE MAJEURE. The Contractor shall not be responsible for delay in the performance of its obligations under this Agreement caused by a Force Majeure event, provided, however, that the Contractor timely notifies KRRC of the occurrence of the Force Majeure event and uses commercially reasonable efforts to mitigate its impact on the performance of the Contract Services. To the extent that the Contract Services are delayed by a Force Majeure event notwithstanding the Contractor's commercially reasonable mitigation efforts, the Contractor will be entitled to an equitable adjustment.

SECTION 3.4. ADDITIONAL CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS.

(A) Completeness and Accuracy of Deliverable Material. Notwithstanding anything in this Agreement to the contrary, the Contractor shall be fully responsible for the completeness and accuracy of all Deliverable Material required hereunder that is prepared by its employees, agents or subcontractors. In no event shall KRRC be responsible for discovering deficiencies in any Deliverable Material. Any Deliverable Material developed pursuant to this Agreement may be relied upon by KRRC as appropriate for purposes of the Contract Services, including any studies and reports relating to geotechnical conditions, dam condition assessments, Hazardous Material and similar matters.

(B) Notice of Potential Claims. The Contractor shall promptly give notice to KRRC upon becoming aware of the following: (1) any act, omission, event or occurrence that might reasonably be anticipated to result in the allegation of a claim, lien or other demand against the Contractor, KRRC, and each of their respective consultants, contractors, subcontractors, suppliers and materialmen performing services or providing supplies, equipment and materials arising out of the execution of the Contract Services; and (2) any claim, demand or request asserted, filed or made, or that the Contractor anticipates may be asserted, filed or made, for extensions of time or for additional compensation with respect to work or services rendered in connection with the Contract Services.

(C) Compliance with Applicable Law. The Contractor shall perform the Contract Services in compliance with all requirements of Applicable Law, and shall cause its subcontractors to comply with Applicable Law in the performance of the Contract Services. Without limiting the generality of the foregoing, the Contractor shall ensure that all persons performing Contract Services, including all employees, agents and subcontractors, comply with all registration, licensing and certification requirements imposed by Applicable Law and any Governmental Body.

(D) Governmental Approvals. The Contractor will obtain and pay for any and all Governmental Approvals in accordance with Appendix 1 (Scope of Services).

(E) Standard of Care. The Contractor shall perform its duties under this Agreement exercising the degree of care, diligence and skill ordinarily exercised by qualified persons performing similar work under similar circumstances in the region where the Contract Services are being performed (the "**Standard of Care**"), and in accordance with all Applicable

Law. Nothing to the contrary herein shall erode the Standard of Care, including a requirement that the Contractor use its best efforts to comply with any provisions in this Agreement.

(F) Protection against Liens. The Contractor shall promptly pay for all services, labor, materials and equipment used or employed by Contractor in the performance of the Contract Services and shall maintain the Project Site and all materials, equipment, structures, buildings, premises and property of KRRC free and clear of mechanic's or other liens. The Contractor shall, if requested, provide KRRC with reasonable evidence that all services, labor, materials and equipment have been paid in full.

SECTION 3.5. REPRESENTATIVES AND STAFFING.

(A) KRRC Representative. KRRC shall designate a representative who shall be authorized to act on behalf of KRRC in all matters concerning the Contract Services, has a thorough understanding of the Contract Services, and shall be made available to the Contractor at all reasonable times (the "**KRRC Representative**"). The KRRC Representative may be an employee of KRRC or an employee of a contractor or consultant of KRRC. The initial KRRC Representative shall be Seth Gentzler of AECOM, KRRC's technical advisor for the Project, or his designee. The Contractor shall be entitled to rely on actions and decisions by the KRRC Representative and on communications with the KRRC Representative.

(B) Contractor Representative. The Contractor shall designate a representative who shall be authorized to act on behalf of the Contractor in all matters concerning the Contract Services, has a thorough understanding of the Contract Services, and shall be made available to the KRRC at all reasonable times (the "**Contractor Representative**"). The Contractor Representative shall attend meetings concerning the performance of the Contract Services and shall be responsible for providing executive or management expertise and oversight with respect to the performance of the Contract Services. The initial Contractor Representative shall be [_____]. KRRC shall be entitled to rely on actions and decisions by the Contractor Representative and on communications with the Contractor Representative.

(C) Representative Changes. Either party may change its representative by written notice; provided, however, that the appointment of any new representative shall be subject to any reasonable objection by the other party.

(D) Staffing. The Contractor shall hire and assign a sufficient number of appropriately experienced personnel to carry out the Contract Services in a cost-efficient manner and in accordance with this Agreement. The Contractor shall maintain good order and discipline among its personnel and shall, upon KRRC's request, replace any personnel who fails to conduct him or herself in accordance with the Standard of Care.

SECTION 3.6. SUBCONTRACTORS. Subject to the restrictions set forth in this Section, the Contractor may use subcontractors approved in advance in writing by KRRC for the performance of the Contract Services, which approval shall not be unreasonably withheld. The Contractor shall be fully responsible to KRRC for the performance of all work under this Agreement performed by any subcontractor. The Contractor or KRRC may replace any subcontractor at any time, after notice and a reasonable opportunity for mutual consultation and replacement.

SECTION 3.7. USE OF LOCAL SUBCONTRACTORS AND PERSONNEL.

(A) Local Subcontractors. The Contractor acknowledges the importance to KRRC of using qualified subcontractors and personnel located in Klamath County, Siskiyou County, Del Norte County, Humboldt County, Jackson County, Josephine County, Douglas County, Lake County, Trinity County, Shasta County, Tehama County, and Modoc County to assist in performing the Contract Services and agrees to work closely with KRRC in identifying, as needed, such suitable local subcontractors and personnel to this end for KRRC's consideration.

(B) Tribal Businesses. For the purposes of this Agreement, "tribal business" means a tribally-owned business that is at least 51% owned by an Indian tribe. "Indian tribe" means any Indian tribe, band, nation or other organized group or community of Indians, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians or is recognized as such by the State in which the tribe, band, nation or community resides.

SECTION 3.8. COORDINATION WITH KRRC.

(A) Meetings and Reports Generally. The Contractor shall keep KRRC regularly informed as to the progress of the Contract Services through the submittal of periodic reports in accordance with Appendix 1 (Scope of Services) and participation in periodic calls or meetings.

(B) Information Provided by KRRC. Any and all information provided by KRRC shall remain the property of KRRC or the preparer, as applicable, and shall be returned to KRRC or the preparer upon written demand by KRRC to the Contractor. The Contractor shall, and shall cause its subcontractors to, enter into such confidentiality or non-disclosure agreements regarding information provided by or on behalf of KRRC as KRRC may reasonably request.

(C) Communications with Governmental Bodies. The Contractor shall not communicate directly with any Governmental Body with regard to the Contract Services without prior express authorization from KRRC. The Contractor shall direct inquiries from Governmental Bodies to KRRC for an appropriate response.

ARTICLE 4

COMPENSATION

SECTION 4.1. COMPENSATION FOR CONTRACT SERVICES. KRRC shall pay the Contractor the compensation described in Appendix 2 (Service Fee) (the "**Service Fee**") for the completion of the Contract Services. The Service Fee shall serve as the Contractor's entire compensation for all Contract Services performed as required under this Agreement, including costs for any and all Governmental Approvals required to be obtained, amended or maintained by the Contractor, any out-of-pocket disbursements for travel, lodging and other expenses incidental to the performance of the Contract Services, and any payments to third parties such as subcontractors.

SECTION 4.2. INVOICES AND PAYMENT. The Contractor shall provide KRRC with an invoice for the performance of the Contract Services at monthly intervals. The Contractor's invoice shall, insofar as much as it is reasonable, contain all costs incurred during that period, and should be submitted no later than 30 days after the end of that period.

Invoices shall be in a format acceptable to KRRC and shall include reasonable detail regarding the basis for the payment requested (e.g., hours logged, third-party invoices, etc.). KRRC shall endeavor to review and respond to or approve invoices as promptly as practicable and within 20 days of a complete submission. Invoices shall be paid within 45 days after approval by KRRC.

ARTICLE 5

TERMINATION AND DISPUTE RESOLUTION

SECTION 5.1. SUSPENSION AND TERMINATION.

(A) Suspension. KRRC may at any time, with or without cause, suspend performance of any part or all of the Contract Services for a period of up to 90 days. The Contractor shall be entitled to reimbursement of reasonable and demonstrable demobilization and remobilization costs incurred in connection therewith. The Contractor shall have no right to suspend all or any part of the Contract Services, except to the extent provided in Section 3.3 (Force Majeure), so long as KRRC makes timely payment of all undisputed amounts due under this Agreement.

(B) Termination for Convenience. KRRC may terminate this Agreement for its convenience upon 10 days' written notice. If KRRC elects to terminate this Agreement for its convenience, the Contractor shall be entitled to reimbursement as described in Section **Error! Reference source not found.** (Suspension).

(C) Termination for Default. In the event of a failure of the Contractor to fulfill in a timely and proper manner any of its obligations under this Agreement, KRRC may, upon 10 days' written notice, terminate this Agreement for default ("**Termination for Default**") upon failure of the Contractor to promptly cure such default in such time as KRRC shall have reasonably specified by a prior written notice of default to the Contractor. In the event of Termination for Default, the Contractor will be compensated for the Contract Services properly performed prior to such Termination for Default. KRRC may withhold any outstanding payments otherwise due to the Contractor pending final completion and acceptance of the Contract Services and an accounting of related costs. In the event that the withheld amount exceeds the damages associated with the Contractor's default, KRRC shall promptly pay such excess funds to the Contractor. In the event of a shortfall between such costs and any amounts due to the Contractor, the Contractor shall promptly pay KRRC for such shortfall within 10 days of KRRC's written demand for such payment. If, after notice of Termination for Default, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to KRRC's right to terminate for convenience under subsection 5.1(B) (Termination for Convenience).

SECTION 5.2. PROPERTY AND PAYMENT RIGHTS UPON TERMINATION. In the event of early termination, the Contractor shall promptly wind up its operations in an orderly manner, and all finished or unfinished documents and other Deliverable Material shall, at the option of KRRC, become KRRC's property. Notwithstanding the foregoing, the Contractor shall not be held liable for the accuracy or completeness of any unfinished Deliverable Materials delivered in accordance with this Section. The Contractor shall be paid for all Contract Services properly performed through the effective date of termination in accordance with the terms and conditions of this Agreement. The Contractor shall not be entitled to compensation or profit for Contract Services not performed.

SECTION 5.3. NO SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material falsity or inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory; provided, however, that the waiver of the foregoing damages under this Section is intended to apply only to disputes and claims as between KRRC and the Contractor. Nothing in this Section shall limit the obligation of the Contractor to indemnify, defend and hold harmless KRRC Indemnitees for any consequential or punitive damages, awarded by a court of competent jurisdiction, payable to third parties resulting from any negligent act or willful misconduct for which the Contractor is obligated to indemnify KRRC Indemnitees hereunder.

SECTION 5.4. DISPUTE RESOLUTION. The parties will make a good faith effort to resolve all disputes arising under this Agreement through an informal meeting of individuals authorized to act on behalf of the respective parties or their designees prior to the commencement of any legal action or proceeding.

ARTICLE 6

INSURANCE AND INDEMNIFICATION

SECTION 6.1. INSURANCE. At all times during the Term and thereafter as more fully set forth in Appendix 3 (Required Insurance), the Contractor shall obtain, maintain and comply with the terms and conditions of the Required Insurance, and shall pay all premiums with respect thereto as the same become due and payable. The Contractor shall ensure that all subcontractors meet the requirements set forth in Appendix 3 (Required Insurance) in connection with their presence on the Project Site and the performance of their duties concerning the Contract Services. Any type of insurance or any increase of limits of liability not described in Appendix 3 (Required Insurance) which the Contractor requires for its own protection or on account of any statute shall be the Contractor's own responsibility and the Contractor's own expense.

SECTION 6.2. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the KRRC Indemnitees from and against any and all liability, claims, suits, loss, fines, penalties, damages, costs, and expenses, including attorneys' fees, court costs and costs of appeals (collectively, "**Loss**"), in connection with or related to the negligent performance of the Contract Services or the Contractor's duties and obligations under this Agreement or willful misconduct of the Contractor or its subcontractors. This indemnification obligation will not be limited in any way by any limitation on the amount or type of insurance carried by the Contractor or by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. The Contractor shall not, however, be liable under this Section for any Loss to the extent caused by the willful misconduct or gross negligence of KRRC. The Contractor and its subcontractors shall notify KRRC of any claim made against it for money or damages relating to any services performed under this Agreement.

ARTICLE 7

MISCELLANEOUS

SECTION 7.1. OWNERSHIP AND USE OF DELIVERABLE MATERIAL. The Contractor acknowledges and agrees that KRRC shall own exclusively any and all Deliverable Material in whatsoever form and character produced or maintained in accordance with, pursuant to, or as a result of this Agreement. The Contractor shall not use any such Deliverable Material, whether prepared by KRRC, the Contractor, or any subcontractor, for marketing presentations, or any other promotional, professional, or industry purpose without prior written permission from KRRC. All such Deliverable Material shall be delivered to KRRC at no additional cost to KRRC upon request or expiration or termination of this Agreement. KRRC shall have the right, notwithstanding any expiration or termination of this Agreement, to use (or permit use of) and rely upon any Deliverable Material in connection with the Contract Services without further verification or authorization by the Contractor and the Contractor shall be responsible for the accuracy and correctness of such Deliverable Material, and all ideas or methods represented by such Deliverable Material, without additional compensation. KRRC's use of any such Deliverable Material for any purpose other than in connection with the implementation of the Contract Services shall be at its own risk and the Contractor shall have no liability therefor.

SECTION 7.2. RELATIONSHIP OF THE PARTIES. The Contractor is an independent contractor of KRRC and shall not be deemed to be an employee, agent, partner or joint venture of KRRC. The Contractor shall be solely responsible for the means and methods for carrying out its obligations under this Agreement, including performance of the Contract Services.

SECTION 7.3. CONTRACT ADMINISTRATION.

(A) Administrative Communications. The parties recognize that a variety of contract administrative matters will routinely arise throughout the Term. These matters will by their nature involve requests, notices, questions, assertions, responses, objections, reports, claims, and other communications made personally, in meetings, by phone, by mail and by electronic and computer communications. The purpose of this Section is to set forth a process by which the resolution of the matters, once resolution is reached, can be formally reflected in the common records of the parties so as to permit the orderly and effective administration of this Agreement.

(B) Contract Administration Memoranda. The principal formal tool for the administration of routine matters arising under this Agreement between the parties shall be a "**Contract Administration Memorandum.**" A Contract Administration Memorandum shall be prepared, once all preliminary communications have been concluded, to evidence the resolution reached by KRRC and the Contractor as to matters of interpretation and application arising during the course of the performance of their obligations hereunder. Such matters may include, for example: (1) issues as to the meaning, interpretation or application of this Agreement in particular circumstances or conditions; (2) calculations required to be made; (3) notices, waivers, releases, satisfactions, confirmations, further assurances, consents and approvals given hereunder; and (4) other similar routine contract administration matters. An example form of a Contract Administration Memorandum is set forth in Appendix 4 (Form of Contract Administration Memorandum).

(C) Effect. Executed Contract Administration Memoranda shall serve to guide the ongoing interpretation and application of the terms and conditions of this Agreement.

SECTION 7.4. ASSIGNMENT. The Contractor shall not assign or transfer this Agreement nor any rights or obligations herein without the prior written consent of KRRC.

SECTION 7.5. FURTHER ACTIONS. The Contractor shall take all such action as may be required to preserve the enforceability of this Agreement.

SECTION 7.6. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of KRRC and the Contractor, and each of their respective permitted successors and assigns.

SECTION 7.7. AMENDMENT AND WAIVER. This Agreement may not be amended, changed or modified and none of its provisions may be waived, except with the prior written consent of KRRC and the Contractor. No waiver by either party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by the other party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

SECTION 7.8. BOOKS AND RECORDS. The Contractor will keep and maintain accurate books and records for the Contract Services, which shall be available for inspection by KRRC or its designee upon request. The Contractor shall require all subcontractors to comply with the provisions of this Section.

SECTION 7.9. NOTICES.

(A) Procedure. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (1) by certified or registered United States mail, return receipt requested;
- (2) by personal delivery;
- (3) by FedEx, UPS or other recognized expedited delivery service; or
- (4) by e-mail, provided, however, that if e-mail transmission is used an original of the emailed letter or other communication shall also be provided within two days after transmission using one of the other methods prescribed above.

Such notices shall be addressed to the parties as set forth in subsections (B) and (C), or to such different addresses as the parties may from time-to-time designate in writing transmitted as set forth above. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of email, upon receipt.

(B) KRRC Notice Address. Notices required to be given to KRRC shall be addressed as follows:

Seth Gentzler
Project Control Manager,
Klamath River Renewal Project
AECOM Technical Services, Inc.
300 Lakeside Drive, Suite 400
Oakland, CA 94612
seth.gentzler@aecom.com

with a copy to:

Mark Bransom
Chief Executive Officer
Klamath River Renewal Corporation
423 Washington Street
San Francisco, CA 94111
mark@klamathrenewal.org

(C) Contractor Notice Address. Notices required to be given to the Contractor shall be addressed as follows:

[_____]

[Signature Page Follows]

IN WITNESS WHEREOF, KRRC and the Contractor have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

KLAMATH RIVER RENEWAL
CORPORATION

[CONTRACTOR]

By: _____

By: _____

Printed Name:

Printed Name:

Title:

Title:

KLAMATH RIVER RENEWAL PROJECT
RFOP FOR NATIVE SEED PROPAGATION SERVICES
ATTACHMENT B - DRAFT SERVICES AGREEMENT
APPENDIX 1 - SCOPE OF SERVICES

PART 1 - GENERAL

1. SUMMARY

The object of this contract is to produce source-identified (SI) type, native plant seed grown from wildland collected seed sources into larger quantities required for stabilization, reclamation, rehabilitation, and restoration within the Klamath River Renewal Project boundary. Initial seed base will be obtained by others, and provided to Contractor by KRRC.

All seed delivered shall be source identified type native seed under the Association of Official Seed Certifying Agencies (AOSCA) certification program for Pre-Variety Germplasm (PVG) according to the requirements herein.

The Contractor shall provide production land, labor, supervision, equipment, tools, materials, supplies, facilities, fees, laboratory tests, seed certification, records, and transportation necessary to cultivate and produce cleaned and tested SI native seed that meets crop and seed contract quality and quantity standards from species listed in the delivery orders. This includes all field application, seed crop certification, seed testing fees and storage costs.

A fully implemented irrigation system may be required for some wetland and riparian species.

2. DEFINITIONS

"Association of Official Seed Analysts, Inc. (AOSA)" is an organization of official state, federal, and university seed laboratories in the United States and Canada with the purpose of establishing Rules for Testing Seeds, achieving standardization among analysts and laboratories.(<http://www.aosaseed.com>).

"Association of Official Seed Certifying Agencies (AOSCA)" is an international organization that develops certification requirements and standards that accommodate plant germplasm (whether newly acquired accessions or named varieties) of native grasses, forbs, and woody plants. These certification procedures provide third-party verification of source, genetic identity, and genetic purity of wildland collected or field or nursery grown plant germplasm materials.(<http://www.aosca.org>)

"Container Production" is a technique of sowing seed, germinating, and growing plants in cells or containers prior to transplanting into the field, usually in a controlled environment. The steps usually ensure increased levels of seed germination, plant growth and survival in the field.

"Generation 1 (G1)" is the first-generation seed produced after wild collection. G0 is wild collected seed; G1 is the seed produced from G0 plants, G2 is 2nd generation of seed, and so forth.

"Germplasm Identification Term" is an identifying term officially recognized by AOSCA that identifies a specified germplasm in accordance with AOSCA rules for "Nomenclature and Labelling for Plant Germplasm Types", (<http://seedcert.oregonstate.edu/sourceidentified>). For example, the following could serve as a Germplasm ID: ELEM5_2017_BLM_ORV_NBR. This Germplasm ID would provide species name (by code), year of harvest, ordering office, and source location (NBR – Northern Basin and Range Ecoregion).

"Isolation Distance" is for stands of source-identified germplasm, an isolation distance is used to prevent another genetic strain of the species or other cross-pollinating species from breeding with the target germplasm. In general, isolation distances are a minimum of 165 ft.

feet for cross-pollinating for Source Identified and Certified Seed, and 15 ft. for apomictic and self-fertile species.

“International Seed Testing Association (ISTA)” is an international organization that develops unbiased and uniform seed testing methods and standards (<https://www.seedtest.org/en/home.html>). ISTA unifies accredited seed laboratories that meet uniform seed testing standards through the Accreditation, Proficiency Test and Auditing Programs. (<https://www.seedtest.org/en/memberlaboratories.html>).

“Minimum Seed Lot Standards” are the minimum standards for viability, purity, moisture, other crop seed, weed seed and Pure Live Seed (PLS) for each seed lot of a species.

“Native Grass and Forb Seed Accession” Is a collection of seed that represents a species germplasm from a specific area within the project area and a unique seed collection with a single identity and nomenclature.

“Noxious Weeds (Federal and State)” is a combined list of prohibited or restricted weeds that occur on any of the federal or state noxious weed lists, in accordance with the Federal Noxious Weed Act of 1974, as amended (7 U.S.C. 2801 et seq.) and the Plant Protection Act (Pub.L. 106-224) in 2000, the Federal Seed Act 7 USC 1551-1611, and the individual States’ Department of Agriculture seed laws and state prohibited and restricted noxious weed control and quarantine lists. Each State maintains official noxious weed lists for seed control and for quarantine of noxious weeds. The lists may be combined. The USDA Plants Database (<https://plants.usda.gov/java/noxious>) provides federal and state noxious weed lists. However, the most current state noxious weed list is posted at the individual States’ Department of Agriculture web site.

“KRRC Representative” – an individual with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the KRRC Representative acting within the limits of their authority as delegated by KRRC.

“Pre-Variety Germplasm (PVG)” is an AOSCA certification program for plant reproductive material development based upon verification of species and source to facilitate orderly procurement, production, and distribution of plant germplasm materials. Germplasm types include: (1) Source Identified Type (unevaluated germplasm identified only as to species and location of the wild growing parents); (2) Selected Type (germplasm showing promise of desirable traits, having been selected either within or as a common site comparison among accessions or populations of the same species); (3) Tested Type (germplasm for which progeny testing has proven desirable traits to be heritable); finally (4) Variety/Cultivar release if eligibility requirements are satisfied. AOSCA certification standards for PVG materials are available at: <http://www.aosca.org> <http://seedcert.oregonstate.edu/sourceidentified>.

Note that since all seed lots under this contract are Source Identified germplasm they are thus unrestricted natural accessions.

“Pure Live Seed (PLS)” is the percent by weight of viable seed in a seed lot determined after germination and/or Tetrazolium (TZ) tests and purity analysis at a certified lab. PLS is calculated as follows for determining the percentage of Pure Live Seed (PLS).

(% PLS) the following formula shall be used: (% Purity) x (% Germination (TZ)) = % PLS

“Seed Analysis Report” is an official seed quality report issued by the state certified seed-testing laboratory for a seed lot. The standard Purity, Germination, TZ report includes seed viability and seed purity, including an all-western states noxious weed exam. A Crop & Weed Report includes a list of all seed contaminants found in a bulk exam for the crop.

“Seed Certifying Agency” is a state sanctioned service that develops standards and procedures for certifying crop seed in accordance with AOSCA guidelines.

“Seed Conditioning” is a process where cleaning and de-bearding seed by different methods to remove debris, straw material, weed and other undesirable seed and disease organisms (e.g. ergot, smut) and other contaminants.

“Seed Quality Standards” are standards established for seed quality of each species that include (1) seed viability minimums, (2) inert matter maximums, (3) Pure Live Seed (PLS), (PLS) minimums, (4) other crop seed maximums, (5) weed seed maximums, (6) all-states noxious weed seeds, 7) prohibited and restricted weed seeds by individual states. Federal and State prohibited and restricted weed lists can be found at <https://plants.usda.gov/java/noxious>

“Seed Viability” is the amount of live seed, including dormant seed as determined from a full germination test.

“Source Identified (SI) Type” is the first step of the Pre-Variety Germplasm natural track. Unevaluated germplasm identified only to species with the location of the wild growing parents. Germplasm from a wildland stand with unrestricted representation of the intact wildland plant population on the original site. Genetic manipulation must be purposefully avoided when such accessions are increased in field or nursery production. NOTE: All seed lots under this contract shall be Source Identified Germplasm.

“Transplant” is manually or mechanically planting container-grown plants in the field. It’s a technique used for certain crops to improve the likelihood of survival and the rate of growth during plant development or to shorten the period until seed production.

3. SUBMITTALS

The Contractor shall perform the following:

- 3.1. Growing Schedule: Submit the anticipated and executed sowing and harvest dates for each species, the anticipated quantity of seed to be produced for each species per growing lot per year, and the anticipated source seed quantities and production land needed to reach seed increase goals. The growing schedule shall be developed for the entire growing contract period and shall be updated each year based on quantities produced that year, seed and production land availability.
- 3.2. Seed Propagation Method: Describe anticipated equipment, method of propagation (plugs, drill seeding, broadcast seeding), and prescribed growing conditions for seed propagation lots for each species. Include irrigation, soil treatment, sowing rates per acre, invasive species control methods.
- 3.3. Seed Lot Information: For each seed lot, provide the origin and other information documented by the Native Seed Data Collection Sheets (prepared by seed collector and delivered to Contractor with wild collected seed). If parent seed for any lot originated from two different collection sites, indicate the percentage of each seed collection used.
- 3.4. Seed Testing Report: The Contractor’s seed testing laboratory shall provide a seed testing report for each seed lot to KRRC Representative simultaneously with Contractor. Report shall be prepared by the Contractor’s qualified independent testing laboratory specializing in native plant seed testing and based on the germination method. Testing shall occur (1) after seed drying and processing (2) upon notice from KRRC Representative at least 30 calendar days before removal from storage. For additional requirements see section Seed Quality Standards below.
- 3.5. Records: Provide requisite information and appropriate documentation, i.e. lot numbers, receiving records, variety and origin, growers declaration, conditioning/blending records, sales and shipping disposition records, labeling records and file samples to the KRRC Representative.

- 3.6. Processed seed samples: Provide a 1/2 ounce of processed seed in labeled bags for each species produced.
- 3.7. Seed Processing and Storage: Provide brief report on seed storage proposed for each species, along with processing equipment manufacturer's information and seed storage container manufacturer's information.
4. QUALITY ASSURANCE
 - 4.1. Testing Laboratory/Agency Qualifications: To qualify for acceptance, the Contractor's independent testing laboratory/agency must demonstrate to the KRRC Representative's satisfaction that it has the experience and capability to satisfactorily conduct the testing of native plant seed in compliance with current AOSA Rules for Testing Seeds, and as described in this specification without delaying the work, and that its employees involved in testing of seed and preparation of the test reports are either Registered Seed Technologists or Certified Seed Analysts.
 - 4.2. Seed Quality: Comply with California or Oregon state laws for native seed quality, whichever more stringent.
 - 4.3. Seed Quality Testing: All seed testing shall follow the current version of AOSA Rules for Testing Seed.
 - 4.4. Seed Lot Sampling: An independent, third party Licensed Official Sampler not employed by the Contractor shall prepare a laboratory testing sample of each species Lot. Seed sampling shall be performed in compliance with the current AOSA Rules for Testing Seed. Information regarding seed sampling procedures and seed sampler certification can be found at the California Crop Improvement Association (CCIA) website (ccia.ucdavis.edu). An AOSA certified purity with noxious weed exam requires 25,000 seeds. The cost of seed and tests shall be the responsibility of the Contractor and included in the overall price.
 - 4.5. Start-up Meeting: Provide written invitation to KRRC Representative to participate in start-up meeting or teleconference at least 14 calendar days prior to meeting.
 - 4.6. Quality Inspections: The Contractor shall provide information regarding any deviations from propagation schedule. Random inspection of compliance with contract requirements can be performed by KRRC Representative or independent third parties as designated by KRRC Representative.
 - 4.7. Pre-Mixing Quality Inspections: Before seed is mixed, the KRRC Representative has the right to inspect and give final approval on all seed stock to be used.
 - 4.8. Annual Harvest Meeting: After the completion of seed harvest each year, the Contractor shall provide a 14 working day notice to KRRC Representative to meet or conduct a teleconference to review the proposed seeding/production plan for the upcoming year. A draft seeding/production plan to achieve keystone and associate species goals for the following growing season shall be prepared by the Contractor and provided to KRRC Representative before the meeting.
5. SHIPPING AND HANDLING
 - 5.1. Seed Bag Size: All seed shall be delivered in 50 pound bags or less. (No deviations in size of bags will be granted or accepted)
 - 5.2. Seed Bag Quality: All seed bags shall be sound, clean, and made from standard poly or woven fabric of similar strength and characteristics. Burlap bags will not be accepted. Any bags received which are not sound will be rejected, and must be re-

bagged (to the exact pounds/bag specified above) by the Contractor, or replaced. Needle and Thread seed shall be double-bagged.

- 5.3. Seed Bag Weight: The weight of the actual bags shall not be included in the stated weight of the seed delivered.
- 5.4. Seed Bag Markings: The lot number for all seed shall be marked on the bag (stenciled or marked with indelible ink).
- 5.5. Analysis Tags: The label (the analysis tag) must be attached to each bag of seed. In addition, the SI type seed shall have the required certifications tags attached. Incomplete analysis tags may be cause for rejection of seed.
- 5.6. Costs: The cost of the bags, labeling, inspections, and certifications (if required) shall be included in the price.
- 5.7. Pallets: All seed shall be shipped on pallets. Each pallet with seed shall be clearly marked as to species, lot number(s) and number of pounds of each lot. Where multiple species or lot numbers are included on a pallet, the distinction between lots and/or species shall be clearly marked. Seed shall not be stacked higher than 54" on pallets. Pallets are not allowed to be stacked on top of seed.
- 5.8. Shipping Documents: To ensure that the correct lot number is being matched to the applicable contract line item number, the shipping paperwork shall include the following. Truck drivers will be held at the delivery point until all bags are counted.
 - Contract and Delivery Order number
 - Contractor name
 - Source Identified (SI) Type Species
 - Growing lot number
 - Collection origin, including percentage of each location, of parent material
 - Quantity and Weight
 - Destination
- 5.9. Seed Protection during Delivery: Protect seed during delivery from moisture, sun, light exposure and temperatures below 40 and above 80 degrees Fahrenheit.
- 5.10. Seed Removal: Remove seed from storage containers or bags only as directed in writing by KRRC Representative.
- 5.11. Testing Laboratory Seed Delivery: Use padded boxes or packing material for all seed samples. Protect seed samples during shipping from moisture, excessive heat, and sun and light exposure. Seed shall arrive at the seed testing facility within 48 hours of shipment.
- 5.12. Seed Dispensing and Blending: Dispense and blend seed in a closed indoor area to prevent weed contamination and seed loss due to spillage or wind. Dispense and blend seed only in the presence of KRRC Representative. Notify KRRC Representative 14 calendar days prior to any dispensing or blending of seed.
6. PROPAGATION FIELD QUALITY STANDARDS
 - 6.1. All seed propagation fields shall be enrolled in their state seed certification program and meet Pre-Variety Germplasm certification requirements and standards in all western states. Prior to planting, the Contractor shall be responsible for knowing and implementing the AOSCA and state Seed Certifying Agency standards for Pre-Variety

Germplasm, including field history, limits on plant volunteers, crop isolation, and procedures for initiating and completing the seed certification process.

- 6.2. The Contractor shall perform accepted agronomic and other field cultivation practices necessary to ensure healthy crops and seed production yields to meet seed orders including, but not limited to, field cultivation, irrigation, sowing seeds, fertilizing fields, any necessary applications or cultural methods to control and prevent weeds, pathogens, insects, rodents, and harvesting the crop at the proper time.
- 6.3. Seed Lot Isolation Standards: All cross-pollinated and self-pollinated grass seed lots shall be separated by the isolation standards described in the Definitions section of this Specification, for certified seed to maintain genetic purity. Other methods are allowed to meet seed lot isolation standards, but may affect the number of generations allowed. Standards for forb species will follow the same standards for grass, or any isolation distances identified in the literature. (In general, isolation distances shall be a minimum of 165 ft. for cross-pollinating for Source Identified and Certified Seed, and 15 ft. for apomictic and self-fertile species).
- 6.4. The state Seed Certifying Agency or the Owner's Representative shall inspect all fields and operations to certify acceptance of proper field management at Contractor's expense.
- 6.5. The Contractor may apply for re-inspection on a field that failed to meet the minimum standards. The Contractor shall apply and correct the cause for rejection before the deadline specified on the inspection report by the Seed Certifying Agency or KRRC Representative. There will only be one re-inspection per field. The Contractor shall pay any Seed Certifying Agency fees for re-inspections.

7. APPROVED SEED TESTING FACILITIES

- 7.1. Approved Facilities include Official State Seed Laboratories in California, Washington and Oregon. Approved Private Seed Laboratories include the following: Eurofins, SGS and NST Labs.
- 7.2. Offerors are cautioned that they must not utilize any testing laboratories that are associated with the offeror's firm in any fashion such as having a financial interest, controlling interest, or associated interests. Inclusion of any associated laboratories may pose either an actual or potential conflict of interest and may affect eligibility on future awards.
- 7.3. If subsequent testing is needed, the second lab choice shall be used. If lab workload and backlog are problematic to timely seed analysis completion KRRC Representative will coordinate with the Contractor on alternate lab choice. No other seed testing laboratories besides those listed above shall be used.

8. WARRANTY

- 8.1. Warrant quality of seed for a period of 30 months after the date of processing (as compared with lab data provided after processing) against the following defects:
 - 8.1.1. more than 20% decrease of initial germination rate testing results. Should germination rate decrease more than this amount between the date of processing and removal from storage, the KRRC representative reserves the right to pay the reduced rate for the seed per lbs PLS as in Section 16.5. KRRC Representative reserves the right to reject seed if germination rate at the time of removal from storage decreases by more than 50% of the initial germination rate test results. (Example: Original test germ percentage is 80%, new germ test < 40%. This lot is to be rejected at KRRC Representative's discretion.)

- 8.1.2. more than 0% noxious weed (as required by State law), more than 1% of non-native plant seed, more than 0.0% of any one of the following invasive species: medusahead grass (*Taeniatherum caput-medusae*), foxtail brome (*Bromus madritensis* ssp. *rubens*), cheatgrass (*Bromus tectorum*), goatgrass (*Aegilops cylindrica*), reed canary grass (*Phalaris arundinacea*), ripgut brome (*Bromus diandrus*), bulbous bluegrass (*Poa bulbosa*), slender oat (*Avena barbata*), foxtail barley (*Hordeum murinum*), and North Africa grass (*Ventenata dubia*). 2% or less of native plant species seed other than the target are acceptable.
- 8.2. Seed that appears damaged as determined by KRRRC Representative for any defect listed below will be re-cleaned and tested for compliance as per seed testing protocols set forth in this document. The defects include but are not limited to: rodent damage, insect damage, moisture damage, excessive heat or cold damage, excessive oxygenation damage. Should tests determine that seed is not damaged, and the PLS amount is within 5% of the initial test amount the KRRRC Representative will pay for the additional testing, otherwise the Contractor is responsible for the cost of testing and the additional seed to achieve the specified PLS amount.

PART 2 - PRODUCTS

9. NATIVE PLANT SEED

- 9.1. General: The Contractor shall provide source identified native plant seed produced from native collected seed propagation seed increases as follows:
- 9.2. Amount of Seed: The Contractor shall provide a minimum quantity of SI ecotypic seed listed in Table A from seed collected in the wild, and provided by others. Native, wild collected, SI seed shall be propagated to increase it to target amounts by species as indicated in Table A below. If amount desired in Table A is unattainable please indicate amount possible to produce.
- 9.3. Schedule: The Contractor shall be ready to deliver the first portion of seed to the KRRRC Representative between on December 31, 2020 and April 1, 2021, and the remaining amount of seed at any time between October 1, 2021 and December 2021. A 30-day notice will be provided for the exact date and location of each delivery by KRRRC Representative.
- 9.4. Seed Quality Standards: All seed shall be conditioned to meet standards for pure seed, other crop, inert and weed seed, and to, include de-bearding of awns, if necessary. All seed shall be cleaned so that no stems or debris longer than $\frac{3}{4}$ inch remain unless stated otherwise in these specifications. Awns removed from seeds shall be cleaned out of the seed.
- 9.5. Seed Testing: The Contractor shall arrange with the state Seed Certifying Agency, to have seed samples submitted for testing at an official state seed testing laboratory or any ISTA accredited seed testing laboratory following procedures specified by AOSA. The Certified Analysis Report shall be provided directly to KRRRC Representative. The following seed tests are required for all lots:
- Purity
 - Viability test (germination)
 - Weed test (including all-states noxious weed analysis)
 - Crop (target species) and other test
 - Seed moisture

- 9.6. Noxious Weed Seed: Seed lots shall meet standards for California and Oregon state noxious and prohibited weed seed requirements, whichever stricter, as recognized in the administration of the Federal Seed Act - Rules and Regulations.

PART 3 - EXECUTION

10. PARENT SEED

- 10.1. Wild collected, cleaned and tested ecotypic parent seed shall be provided by KRRC to Contractor. Each seed lot will be provided to Contractor with a corresponding seed analysis report indicating purity and germination rate, and a Native Seed Collection Field Data Sheet indicating where and when seed was collected.
- 10.2. The Contractor is responsible for developing the means and methods to achieve the amounts of seed ordered by KRRC from the parent seed provided. Table A lists amounts of requested seed by species. It is understood that seed production from wild collected parent stock is unpredictable and that actual amounts of propagated seed can substantially deviate from the amounts requested. If the Contractor is unable to foresee meeting the seed amounts by the given date in Table A, The Contractor shall indicate the seed amount possible.
- 10.3. The Contractor shall manage seed increase fields in such conditions that the species genetic purity is maintained and plant growth optimized.

11. SOWING AND FIELD MANAGEMENT

- 11.1. All sites shall be enrolled in their state seed certification program and meet Pre-Variety Germplasm certification requirements and standards in California and Oregon, whichever stricter.
- 11.2. Prior to planting, the Contractor shall be responsible for knowing and implementing the AOSCA and state Seed Certifying Agency standards for Pre-Variety Germplasm, including field history, limits on plant volunteers, crop isolation, and procedures for initiating and completing the seed certification process.
- 11.3. Following the certification process, the Contractor shall identify each field or portion of a field with a field marker using either the seed lot code from labels on initial seed lots delivered by KRRC, or a germplasm identification number referenced to the seed lot code.
- 11.4. The number of generations allowed from wild collected seed (G0) of perennial grass species, annual grass and forb species shall be no more than the fourth generation (G4), removed from wild collected seed.
- 11.5. If the Contractor transplants container stock to the field, either manually or mechanically, this shall occur at the proper time to ensure optimal survival. Standard industry handling and storage practices shall apply to ensure transplant stock does not desiccate or mold before transplanting.

12. SEED PROCESSING

- 12.1. Clean seed. by disposing of the following:
- chaff (plant parts, especially stems and fruit leftovers),
 - diseased, dead and insect infested target seed,
 - non-native and noxious weed seed,
 - other impurities (sand, soil, gravel, paper, etc.)

13. SEED STORAGE

- 13.1. Store collected seed in a dry, dark area with temperatures between 40-50 degrees Fahrenheit and relative humidity less than 50-60% or as appropriate for each species to maximize its viability. Generally, the sum of temperature in degrees F and humidity in percent shall be less than 100. Any remaining seed not requested by KRRC Representative earlier shall be stored until October 1, 2022. Contractor shall notify KRRC Representative one month prior to end of storage period.
- 13.2. Stored Seed Labeling: Label all seed stored as describe above in this specification.

14. SEED BLENDING AND DELIVERY

- 14.1. The Contractor shall dispense and blend seed in a closed indoor area to prevent weed contamination and seed loss due to spillage or wind. Dispense and blend seed only in the presence of KRRC Representative. Notify KRRC Representative one week prior to any dispensing or blending of seed.
- 14.2. Individual seed lots to be used in blending of a seed mix must be approved by KRRC Representative before blending.
- 14.3. The Contractor shall assume that all seed will be blended. The KRRC Representative will provide a 30-day notice to Contractor to begin seed mix blending and packaging for delivery.
- 14.4. December 31 2020 – April 30 2021 Seed Mix Delivery: Blending of the requested seed mixes shall be the responsibility of the Contractor. The Contractor shall provide two different seed mixes; an Upland Seed Mix and a Riparian Seed Mix. The species composition of these seed mixes shall be determined by the KRRC Representative in consultation with the Contractor.
- 14.5. October 1 2021 – December 31, 2010 Seed Mix Delivery: Blending of the seed mixes shall be the responsibility of the Contractor. The Contractor shall provide five different seed mixes; Emergent Wetland, Bank Wetland, Bank Riparian, Floodplain Riparian and Upland. The species composition of these seed mixes shall be determined by the KRRC Representative in consultation with the Contractor.
- 14.6. Seed shall be shipped to growers in a way to minimize potential damage to seed as described above in this Specification.

PART 4 - ACCEPTANCE AND PAYMENT

15. ACCEPTANCE

- 15.1. Acceptance of work will be determined by the Contractor's compliance with terms, specifications, and performance standards including those provided by the State Seed Certifying agency and within this specification.
- 15.2. All seed lots must be tested for purity, viability, other crop seed, weed seed, all western states noxious weeds, and meet seed quality standards. Germination seed tests are required for payment. Seed analysis reports shall be sent to KRRC Representative prior to acceptance. Final acceptance of seed shall occur when the seed is delivered to KRRC Representative, is visually inspected and determined to comply with the terms and conditions of the Contract.
- 15.3. Final acceptance of all seed to be delivered under this contract shall be at the discretion of KRRC Representative.

- 15.4. The decision to accept or reject seed will be the responsibility of KRRC Representative in accordance with the terms and conditions of this contract and based on the following:
- Seed analysis results,
 - Favorable visual inspection,
 - Appropriateness of documentation
- 15.5. Final acceptance is based on successful completion of the terms and conditions of the contract/delivery order and the forms listed below by KRRC Representative. The KRRC Representative is not obligated to accept any seed lot where germination rate has decreased by more than 50% and where noxious weeds exceed 0.00%, or where germination rate has dropped substantially during storage.
- 15.6. If seed does not meet contract specifications and time or circumstances do not allow for replacement, the seed may be rejected and the contract line item may be terminated.
- 15.7. If the Contractor elects to retest the purity and germination of the seed, an average of the two tests will be used to determine acceptance, price reduction, or rejection.
- 15.8. Erroneous tests: If the two test(s) vary by more than 20 PLS, the KRRC Representative at the Contractor's expense may request a third test. The two tests with the closest results will be averaged for purpose of final acceptance or rejection as for payment.
- 15.9. If seed delivered under the contract is rejected, and a replacement is requested, the Contractor must promptly replace such seed within ten (10) calendar days. The Contractor shall also remove or cause to be removed the rejected seed within ten (10) calendar days. All freight and drayage charges in connection with seed that is rejected shall be borne by the Contractor.
- 15.10. If the rejected seed is not removed from the delivery points within ten (10) calendar days from the date of receipt of rejection notice, the KRRC Representative may elect to terminate the contract for cause and charge the Contractor storage costs and/or may arrange for the seed to be shipped to the Contractor at their expense. If storage costs are charged, they will be based on commercial rates for the area involved and will be deducted from payments otherwise due the Contractor, for each day exceeding 10 days until the seed is removed. The Contractor may be given one opportunity to replace the rejected seed if time allows. If reconditioned or replacement seed delivered is also rejected the KRRC Representative may terminate the contract for cause. Re-procurement charges may be assessed to the Contractor if the seed is still needed, otherwise, actual damages may be assessed as determined by the KRRC Representative.
- 15.11. All seed will be subject to visual inspection and a favorable seed test. Random sampled seed will be sampled by the KRRC Representative or by a certified seed sampler, and tested by an Approved Seed Testing Facility with a registered or certified seed technologist, before final acceptance is made. Initial inspection and acceptance of all seed delivered hereunder shall be made at the point of destination as indicated in Deliveries or Performance.
16. PAYMENT
- 16.1. Payment will be made based on agreed quantities, and rates provided in the Service Fee. Calculation of payment will be based on the rounded numbers described in the Service Fee document.

16.2. Payment may be requested as illustrated on the following table and described below:

Payment Schedule:	Spring 2019	Harvest 2019	Spring 2020	Harvest 2020	Spring 2021	Harvest 2021
Acreage payment; establishment year	\$500/acre advance	100%*	\$500/acre advance	100%*	\$500/acre advance	100%*
Acreage payment; maintenance year	-	100%	-	100%	-	100%
Seed collected; replanted, not stored	-	100%	-	100%	-	100%
Seed collected; stored	-	-	-	70%	-	70%
Stored seed delivered	30% balance of "Seed collected, stored" paid upon delivery to KRRC					

* Pay 100%, less previously paid spring advance payment.

16.3. Spring payment request - Contractor may request an advance payment of \$500 per acre for "acreage payment, establishment year" quantities, after successfully completing all field preparation, sowing of seed, green-up and crop establishment. Payment shall be based on actual quantities of acres established. The \$500 per acre constitutes an advance payment based upon substantial work completed to establish the field, and will be deducted from the amount paid upon harvest.

16.4. Harvest payment request - Contractor may request a payment after successful completion of annual seed collection, sampling, conditioning, testing, blending and delivery. The requested amount shall be based on the Service Fee unit rates, actual quantities of acres established and maintained and on the total quantity and purity of seed collected. Payment for seed which is to be stored will be as described below.

16.5. Stored seed - Payment for seed which is to be stored will be paid in the harvest payment request at 70% of the amount calculated from the rates in the Service Fee. The remaining 30% of the amount will be paid upon KRRC's request for seed quantities and the Contractor's subsequent delivery of stored seed quantities.

16.6. KRRC agrees to purchase all ordered seed that is delivered and accepted at the price and conditions stated. KRRC retains right of first refusal for any additional amount of seed produced at the price calculated by the Service Fee.

16.7. KRRC reserves the right to purchase all seed not meeting specifications at a reduced price of not more than the PLS amount multiplied by the unit rate in the Service Fee. KRRC will agree to either purchase the seed at a reduced price or relinquish ownership after receiving unacceptable purity, moisture or viability test results.

17. TESTING STANDARDS

17.1. The seed delivered under the contract(s) shall be subject to such inspection and tests as may be determined by the KRRC Representative to be necessary to ascertain conformance with the specifications stated herein. Acceptance of, or the waiving of the inspection and tests of any seed will in no way relieve the Contractor of the responsibility for furnishing seed meeting the requirements of the contract(s).

17.2. Samples shall be drawn by a Certified Sampler from each lot of seed delivered in accordance with the methods prescribed in the Journal of Seed Technology, Rules for Testing Seeds, Association of Official Seed Analysts (AOSA).

Association of Seed Analysts, Inc.
201 North 8th St., Suite 400
P.O. Box 81152
Lincoln, NE 68501-1152

- 17.3. Each seed lot shall be purchased on the basis of a laboratory report of analysis on which the testing for purity, viability, and noxious weeds content was conducted in accordance with the most current version of the AOSA Rules for Testing Seeds, when such rules exist for that species.

TABLE A - DESIRED SEED AMOUNTS BY SPECIES

Scientific Name	Common Name	Type	lbs of PLS Provided	Minimum Seed Amount (lbs of PLS) by 12/31/2020	Minimum Seed Amount (lbs of PLS) by 10/1/2021
<i>Achillea Millefolium</i> Var. <i>Lanulosa</i>	Common Yarrow	perennial herb	2.03	357	223
<i>Acmispon Americanus</i>	Spanish Lotus	annual herb	1.16	1196	624
<i>Artemisia Douglasiana</i>	Mugwort	perennial herb	2.50	991	341
<i>Bidens Frondosa</i>	Devil's Beggartick	annual herb	7.06	0	39
<i>Carex Nebrascensis</i>	Nebraska Sedge	perennial herb	0.27	0	40
<i>Carex Praegracilis</i>	Clustered Field Sedge	perennial herb	2.69	144	111
<i>Carex Simulata</i>	Short Beak Sedge	perennial herb	0.70	0	17
<i>Carex Utriculata</i>	Beaked Sedge	perennial herb	0.88	0	168
<i>Distichlis Spicata</i>	Saltgrass	perennial herb	0.56	155	168
<i>Elymus Cinereus</i>	Great Basin Wildrye	perennial grass	22.87	1011	631
<i>Elymus Elymoides/Multisetus</i>	Squirreltail Grass	perennial grass	0.04	6346	3966
<i>Elymus Glaucus</i>	Blue Wildrye	perennial grass	19.50	6257	2963
<i>Elymus Triticoides</i>	Creeping Wildrye	perennial grass	3.44	2687	1088
<i>Euthamia Occidentalis</i>	Western Goldenrod	perennial herb	1.05	0	73
<i>Grindelia Camporum</i>	Gumplant	perennial herb	0.87	415	221
<i>Hordeum Brachyanth. Ssp. B</i>	Meadow Barley	perennial grass	0.15	4837	1353
<i>Persicaria Amphibia</i>	Water Smartweed	perennial herb	0.07	0	61
<i>Rumex Fueginus</i>	Golden Dock	annual or perennial herb	65.00	691	180
<i>Rumex Transitorius</i>	Willow Dock	perennial herb	0.07	0	135
<i>Solidago Elongata</i>	Cascade Goldenrod	perennial herb	0.45	175	118
<i>Trichostema Lanceolata</i>	Vinegarweed	annual herb	1.61	368	215
<i>Xanthium Strumarium</i>	Rough Cocklebur	annual herb	63.28	1700	1311
TOTAL			205.15	27,328	14,046

SEED ANALYSIS REQUEST FORM

This form must be completed by the Contractor and Certified Sampler to provide Seed Testing Information to a seed laboratory as described in the Inspection and Acceptance Section of the Solicitation. Contractor shall send this Seed Analysis request form with seed delivery to the KRRC Representative after sample is taken.

Spread Sheet ID# (SSID#) _____

Species: _____

Germplasm ID: _____

Vendor Name: _____

Vendor Lot Number: _____

Seed Lab Sent to: _____

Sampler Name: _____

Seed Generation (G0-G3) _____

Contractor: Please coordinate with KRRC Representative regarding which tests need to be requested from the seed labs. Please list pounds delivered to each testing location, check to indicate that a seed test will be sent to that location.

Seed Lab: Send seed test results to each of the offices receiving seed and checked.

CHARGE ALL SEED LAB TEST FEES TO THE CONTRACTOR

SEED LOT SAMPLE INFORMATION

Seed Lot Information	Seed Quality	Yes	No	Tests Requested	
Total Pounds	Seed Certified			Purity	X
Number of Bags	Seed Non-Certified			Full Germination	X
Bag Size	Seed Source Identified			Noxious (all Western States)	X
Number of Bags Sampled	Seed Transfer Zone			Rush	X
Date Sampled	Seed Treated?				
Date Sample Sent to Lab	If treated please list type			E-mail	X
Remarks:	County/State:	Elev:	Other:		

APPENDIX 2 - SERVICE FEE

Proposers should enter information in the color-coded cells for each species that they intend to offer. Leave boxes blank for any species that the Proposer does not offer. Unit quantities and unit rates are to be to two decimal places, and amounts are calculated as integers only. Amounts must be the sum of multiplying the relevant quantity column by the unit rate.

Rates and amounts in the Service Fee shall include for all labor, material, equipment, sampling, conditioning, testing, blending, delivery, taxes and any other costs necessary to complete the Scope of Services.

Proposer to provide production rates, yield rates and unit rates.

Proposer should adjust these cells where necessary to reflect land available to proposer, and KRRC seed requirements. Quantities in the 'Seed stored or delivered to KRRC' row should meet, but not substantially exceed, the minimum seed amounts established of Table A in the Scope of Services.

Description	Unit of Measure	Growing Year Quantity				Unit Rate (\$)	Growing Year Amount (\$)			
		2019	2020	2021	2022		2019	2020	2021	2022
PERENNIALS										
Achillea Millefolium Var. Lanulosa (Common Yarrow)										
Seed base	LB PLS	2.03	-							
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	-
Acreage payment; maintenance year(s)	AC		-	-	-		-	-	-	-
Seed produced	LB PLS	-	-	-	-		-	-	-	-
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(580)
Artemisia Douglasiana (Mugwort)										
Seed base	LB PLS	1.00	-							
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	-
Acreage payment; maintenance year(s)	AC		-	-	-		-	-	-	-
Seed produced	LB PLS	-	-	-	-		-	-	-	-
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(1,332)
Carex Nebrascensis (Nebraska Sedge)										
Seed base	LB PLS	0.19	-							
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	-
Acreage payment; maintenance year(s)	AC		-	-	-		-	-	-	-
Seed produced	LB PLS	-	-	-	-		-	-	-	-
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(40)
Carex Praegracilis (Clustered Field Sedge)										
Seed base	LB PLS	2.69	-							
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	-
Acreage payment; maintenance year(s)	AC		-	-	-		-	-	-	-
Seed produced	LB PLS	-	-	-	-		-	-	-	-
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(255)
Carex Simulata (Short Beak Sedge)										
Seed base	LB PLS	0.70	-							
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	-
Acreage payment; maintenance year(s)	AC		-	-	-		-	-	-	-
Seed produced	LB PLS	-	-	-	-		-	-	-	-
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(17)

Description	Unit of Measure	Growing Year Quantity				Unit Rate (\$)	Growing Year Amount (\$)			
		2019	2020	2021	2022		2019	2020	2021	2022
Carex Utriculata (Beaked Sedge)							-	-	-	-
Seed base	LB PLS	0.88	-	-	-					
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	
Acreage payment; maintenance year(s)	AC	-	-	-	-		-	-	-	
Seed produced	LB PLS	-	-	-	-		-	-	-	
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(168)
Distichlis Spicata (Saltgrass)							-	-	-	-
Seed base	LB PLS	0.56	-	-	-					
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	
Acreage payment; maintenance year(s)	AC	-	-	-	-		-	-	-	
Seed produced	LB PLS	-	-	-	-		-	-	-	
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(323)
Elymus Cinereus (Great Basin Wildrye)							-	-	-	-
Seed base	LB PLS	22.87	-	-	-					
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	
Acreage payment; maintenance year(s)	AC	-	-	-	-		-	-	-	
Seed produced	LB PLS	-	-	-	-		-	-	-	
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(1,642)
Elymus Elymoides/Multisetus (Squirreltail Grass)							-	-	-	-
Seed base	LB PLS	0.04	-	-	-					
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	
Acreage payment; maintenance year(s)	AC	-	-	-	-		-	-	-	
Seed produced	LB PLS	-	-	-	-		-	-	-	
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(10,312)
Elymus Glaucus (Blue Wildrye)							-	-	-	-
Seed base	LB PLS	19.50	-	-	-					
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	
Acreage payment; maintenance year(s)	AC	-	-	-	-		-	-	-	
Seed produced	LB PLS	-	-	-	-		-	-	-	
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(9,220)
Elymus Triticoides (Creeping Wildrye)							-	-	-	-
Seed base	LB PLS	3.44	-	-	-					
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	
Acreage payment; maintenance year(s)	AC	-	-	-	-		-	-	-	
Seed produced	LB PLS	-	-	-	-		-	-	-	
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(3,775)
Euthamia Occidentalis (Western Goldenrod)							-	-	-	-
Seed base	LB PLS	2.24	-	-	-					
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	
Acreage payment; maintenance year(s)	AC	-	-	-	-		-	-	-	
Seed produced	LB PLS	-	-	-	-		-	-	-	
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(73)

Description	Unit of Measure	Growing Year Quantity				Unit Rate (\$)	Growing Year Amount (\$)			
		2019	2020	2021	2022		2019	2020	2021	2022
Grindelia Camporum (Gumplant)										
Seed base	LB PLS	0.84	-							
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-					
Acreage payment; maintenance year(s)	AC	-	-	-	-					
Seed produced	LB PLS	-	-	-	-					
Seed stored or delivered to KRRC	LB PLS	-	-	-	-					Seed produced above minimum required (LB/PLS): (636)
Hordeum Brachyanth. Ssp. B (Meadow Barley)										
Seed base	LB PLS	0.15	-							
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-					
Acreage payment; maintenance year(s)	AC	-	-	-	-					
Seed produced	LB PLS	-	-	-	-					
Seed stored or delivered to KRRC	LB PLS	-	-	-	-					Seed produced above minimum required (LB/PLS): (6,190)
Persicaria Amphibia (Water Smartweed)										
Seed base	LB PLS	0.07	-							
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-					
Acreage payment; maintenance year(s)	AC	-	-	-	-					
Seed produced	LB PLS	-	-	-	-					
Seed stored or delivered to KRRC	LB PLS	-	-	-	-					Seed produced above minimum required (LB/PLS): (61)
Rumex Fueginus (Golden Dock)										
Seed base	LB PLS	227.72	-							
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-					
Acreage payment; maintenance year(s)	AC	-	-	-	-					
Seed produced	LB PLS	-	-	-	-					
Seed stored or delivered to KRRC	LB PLS	-	-	-	-					
Rumex Transitorius (Willow Dock)										
Seed base	LB PLS	0.07	-							
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-					
Acreage payment; maintenance year(s)	AC	-	-	-	-					
Seed produced	LB PLS	-	-	-	-					
Seed stored or delivered to KRRC	LB PLS	-	-	-	-					Seed produced above minimum required (LB/PLS): (135)
Solidago Elongata (Cascade Goldenrod)										
Seed base	LB PLS	0.85	-							
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Forecast yield; maintenance year(s)	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-					
Acreage payment; maintenance year(s)	AC	-	-	-	-					
Seed produced	LB PLS	-	-	-	-					
Seed stored or delivered to KRRC	LB PLS	-	-	-	-					Seed produced above minimum required (LB/PLS): (293)
ANNUALS										
Acmispon Americanus (Spanish Lotus)										
Seed base	LB PLS	1.16	-	-	-					
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-					
Seed produced	LB PLS	-	-	-	-					
Seed stored or delivered to KRRC	LB PLS	-	-	-	-					Seed produced above minimum required (LB/PLS): (1,820)

Description	Unit of Measure	Growing Year Quantity				Unit Rate (\$)	Growing Year Amount (\$)			
		2019	2020	2021	2022		2019	2020	2021	2022
Bidens Frondosa (Devil's Beggartick)							-	-	-	-
Seed base	LB PLS	13.89	-	-	-					
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	
Seed produced	LB PLS	-	-	-	-		-	-	-	
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(39)
Trichostema Lanceolata (Vinegarweed)							-	-	-	-
Seed base	LB PLS	1.30	-	-	-					
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	
Seed produced	LB PLS	-	-	-	-		-	-	-	
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(583)
Xanthium Strumarium (Rough Cocklebur)							-	-	-	-
Seed base	LB PLS	13.89	-	-	-					
Amount of seed per acre	LB PLS/AC		-	-	-					
Forecast yield; establishment year	LB PLS/AC		-	-	-					
Acreage payment; establishment year	AC	-	-	-	-		-	-	-	
Seed produced	LB PLS	-	-	-	-		-	-	-	
Seed stored or delivered to KRRC	LB PLS	-	-	-	-		Seed produced above minimum required (LB/PLS):			(3,011)

Pricing Notes

- The following abbreviations have been used in the above Service Fee:
 "LB PLS" means pounds (lbs) of Pure Live Seed
 "AC" means acre
 "LB PLS/AC" means pounds (lbs) of Pure Live Seed per acre.
 - Proposers are encouraged but are not required to submit for all species listed on the Service Fee.
 - Quantities calculated or displayed on this Service Fee may not represent the total amount of seed required or to be purchased by KRRC. For an indication of KRRC desired seed quantities, refer to Table A in the Scope of Services.
- [END]

APPENDIX 3**REQUIRED INSURANCE****3.1. REQUIRED INSURANCE**

Without limiting any liabilities or any other obligations of the Contractor, the Contractor shall secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-VII or better such insurance as will protect the Contractor from liability and claims for injuries and damages which may arise out of or result from access to the Project Site or from engaging in the Contract Services and for which the Contractor may be legally liable, whether such operations are by the Contractor or a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Accordingly, the Contractor shall insure the risks associated with access to the Project Site or the Contract Services with minimum coverages and limits as set forth below, except as otherwise expressly agreed by KRRC (the “**Required Insurance**”). Regardless of the consent to exclusions, coverage limitations or deductibles by the KRRC, the Contractor shall be responsible for any deductible amount.

Workers’ Compensation. The Contractor shall comply with all applicable workers’ compensation laws and shall furnish proof thereof satisfactory to KRRC and, prior to accessing the Project Site, to PacifiCorp.

Employers’ Liability. The Contractor shall maintain employers’ liability insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

Commercial General Liability. The Contractor shall maintain commercial general liability insurance on the most recently approved ISO policy form, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for bodily injury and property damage (on a per location and/or per project basis) and shall include the following coverages:

- a. Premises and operations coverage
- b. Independent subcontractor’s coverage
- c. Subcontractual liability
- d. Broad form property damage liability

Business Automobile Liability. The Contractor shall maintain business automobile liability insurance on the most recently approved ISO policy form, or its equivalent, with a minimum single limit of \$1,000,000 each accident for bodily injury and property damage with respect to the Contractor’s vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Contract Services.

Umbrella or Excess Liability. For purpose of access to PacifiCorp’s lands, the Contractor shall maintain umbrella or excess liability insurance with a minimum limit of \$5,000,000 each claim or occurrence/aggregate where applicable on a following form basis (or with coverage at least as broad as the primary policies) to be excess of the insurance coverage and limits required in employers’ liability insurance, commercial general liability insurance and business automobile liability insurance above. The foregoing requirement shall be deemed satisfied to the extent the commercial general liability insurance has a limit of not less than \$6,000,000 per occurrence/aggregate. The Contractor shall provide notice to KRRC and PacifiCorp, if at any

time the full umbrella limit required under this Agreement is not available, and will purchase additional limits, if requested by KRRC or PacifiCorp.

3.2. GENERAL INSURANCE REQUIREMENTS

- A. Except for workers' compensation and employer's liability, the policies required herein shall include provisions or endorsements including the KRRC Indemnitees as additional insureds. The commercial general liability additional insured endorsement shall be ISO Form CG 20 10 or its equivalent.
- B. To the extent of the Contractor's negligent acts or omissions, the commercial general liability and business automobile liability policies required by this Agreement shall include: (1) provisions or endorsements that such insurance is primary insurance with respect to the interests of the KRRC Indemnitees and that any other insurance maintained by any KRRC Indemnitees is excess and not contributory insurance with the insurance required hereunder; and (2) provisions or endorsements that the policy contain a cross liability or severability of interest clause.
- C. Unless prohibited by Applicable Law, all Required Insurance policies shall contain provisions or endorsements that the insurer will have no right of recovery or subrogation against the KRRC Indemnitees, it being the intention of the parties that the insurance as effected shall protect all of the KRRC Indemnitee entities evidenced by waiver of subrogation wording.
- D. The Contractor shall notify KRRC and PacifiCorp immediately if at any time any one of the Contractor's insurers issues a notice of cancellation for any reason and shall provide proof of replacement insurance before the effective date of cancellation.
- E. A certificate of insurance shall be furnished to KRRC and, prior to accessing the Project Site, to PacifiCorp, confirming that all Required Insurance are in effect.
- F. All policies must provide a 30 calendar day notice of cancellation with no exculpatory language.
- G. Policies must be written with insurance carriers authorized to do business in the state in which work is performed.

APPENDIX 4

FORM OF CONTRACT ADMINISTRATION MEMORANDUM

SERVICES AGREEMENT FOR NATIVE SEED PROPAGATION AND RELATED SERVICES

Contract Administration Memorandum No. ____

Date: _____, 20__

[Note: Dates and numbers to be adjusted as appropriate; Reference CAM number and date on the initial line of each sheet of any attachments.]

This CONTRACT ADMINISTRATION MEMORANDUM (“**CAM**”) is made pursuant to Section 7.3 (Contract Administration) of the Services Agreement for Native Seed Propagation and Related Services, between the Klamath River Renewal Corporation (the “**KRRC**”) and [_____] (the “**Contractor**”), dated as of [_____] (the “**Agreement**”), for the purpose of confirming the agreement of the parties as to matters of interpretation and application which have arisen under the performance and application of the Agreement. All capitalized terms used, but not defined herein, shall have the meanings defined in the Agreement.

Subject: [_____]

Set forth below is a joint acknowledgment of the KRRC and the Contractor with respect to the [_____] of the Agreement.

The parties hereby jointly acknowledge and agree as follows:

1. [_____];
2. [_____]; and
3. [_____].

This CAM, together with the Agreement, contains the entire agreement between the parties with respect to the above matters and supersedes all oral negotiations and prior writings with respect thereto.

This CAM may be executed in any number of original counterparts. All such counterparts shall constitute one and the same CAM.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this CAM to be executed by their duly authorized representatives as of the day and year first above written.

KLAMATH RIVER RENEWAL CORPORATION

By: _____
[Name]
[Title]

[CONTRACTOR]

By: _____
[Name]
[Title]

[Signature Page to CAM No. [____]]

APPENDIX 5

PROPOSAL EXTRACT

This Appendix includes the portion of the Contractor's Proposal pertaining to its approach and staffing plan for the performance of the Contract Services, including clarifications, as agreed to by the parties.

[NOTE TO PROPOSERS: Information from the Proposal,

as negotiated, will be inserted here.]