

**CONTRACT REQUEST FORM (CRF)**

CEC-94 (Revised 5/11)

CALIFORNIA ENERGY COMMISSION


 New Contract - -  Amendment to Existing Contract: 700-08-001 Amendment Number: 3

Division	Contract Manager:	MS-	Phone	CM Training Date
700 Siting Transmission Environmental Protection	Joseph Merrill	16	916-651-9005	10/18/07

Contractor's Legal Name	Federal ID Number
Aspen Environmental Group	95-4337914

Title of Project
Siting, Transmission and Environmental Protection

Term	Start Date	End Date	Amount
New/Original Contract	06 / 30 / 09	5 / 31 / 13	\$ 24,226,800

Line up the Amendment information as best as possible in the following boxes

Amendment #	End Date (mm/dd/yy)	Amount
3		\$0.00

Business Meeting Information			
Proposed Business Meeting Date	11/30/11	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Discussion
Business Meeting Presenter	Joseph Merrill	Time Needed:	minutes

Agenda Item Subject and Description
Possible approval of amendment 3 that adds federal contract terms associated with receipt of Bureau of Land Management funding to support Desert Renewable Energy Conservation Plan (DRECP) vegetation mapping and the joint Environmental Impact Report and Environmental Impact Statement (EIR/EIS).

**Business Meeting approval is not required for the following types of contracts:** *Executive Director's signature is required in all cases.*

- Contracts less than \$10k (*Policy Committee's signature is also required*)
- Amendment for a no-cost time extension. Must be first extension, less than one year and original contract less than \$100k.
- Contracts less than \$25k for Expert Witness in Energy Facility licensing cases and amendments.

Purpose of Contract or Purpose of Amendment, if applicable
<p>The purpose of this contract is to provide engineering and environmental technical assistance to staff for the Regulatory and Planning Program. The team will assist staff with the review of energy facility license applications, energy facility compliance monitoring, transmission corridor designation and other planning and permitting related tasks to support California's renewable energy development goals and Energy Commission knowledge base.</p> <p>The purpose of Amendment 3 is to add federal contract terms to the agreement to ensure that the Energy Commission and the Contractor meet federal requirements associated with two federal cooperative agreements awarded to the Energy Commission by the federal Bureau of Land Management (BLM) for up to \$2,550,000 to support the Desert Renewable Energy Conservation Plan (DRECP). The additional contract terms are included as Exhibit H. This amendment does not change the total agreement amount, the contract end date or the scope of work.</p> <p>The first cooperative agreement, No. L11AC20250, is for \$550,000 provided by BLM during federal FY 2011-12 to support DRECP vegetation mapping of the Blythe-Palen Dry Lake region of the Colorado Desert. The BLM is providing the \$550,000 for new vegetation mapping work that the Energy Commission would not have performed without the federal funding. The second cooperative agreement, No. L11AC20314, is for up to \$2,000,000 to support developing the joint Environmental Impact Report and Environmental Impact Statement (EIR/EIS) for the DRECP, with \$200,000 provided by BLM during FY 2011-12 and up to \$1,800,000 of additional funds provided by BLM in federal FY 2012-13. The BLM will provide the up to \$2,000,000 to share the cost of preparing the EIR/EIS, which will offset Energy Commission expenses planned for the EIR/EIS.</p> <p>As stated above, Amendment 3 does not change the total agreement amount of \$24,226,800. There is currently \$23,332,275 encumbered in the Contract, leaving \$894,525 of remaining budget for new encumbrances. Funds provided by BLM for up to \$894,525 will be encumbered into the contract with no displacement of Energy Commission funds in the contract. If BLM provides funding beyond this amount, Energy Commission funds will be disencumbered from the contract, as needed, to ensure that the total contract funding does not exceed the agreement amount. The Attachment 1 "Budgets Information" shows the potential shift in the agreement funding mix based on the up to \$2,550,000 of federal funding.</p>



**California Environmental Quality Act (CEQA) Compliance**

1. Is Contract considered a "Project" under CEQA?  
 Yes: skip to question 2                       No: complete the following (PRC 21065 and 14 CCR 15378):  
 Explain why contract is not considered a "Project":  
 Contract will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because contract involves consultant services for technical studies and training and the outcome will be reports and transfer of knowledge.

2. If contract is considered a "Project" under CEQA:  
 a) Contract **IS** exempt. (Draft NOE required)  
 Statutory Exemption. List PRC and/or CCR section number: \_\_\_\_\_  
 Categorical Exemption. List CCR section number: \_\_\_\_\_  
 Common Sense Exemption. 14 CCR 15061 (b) (3)  
 Explain reason why contract is exempt under the above section:

b) Contract **IS NOT** exempt. The Contract Manager needs to consult with the Energy Commission attorney assigned to their division and the Siting Office regarding a possible Initial Study.

**Budgets Information**

Contract Amount Funded		Breakdown by FY			Funding Sources			
Funding Source	Amount	FY	Amount	Approved ?	Funding Source	FY	Budget List No.	Amount
ARFVTF	\$		\$	No	Funding Source			\$
ECAA	\$		\$	No	Funding Source			\$
State- ERPA	\$		\$	No	Funding Source			\$
Federal	\$		\$	No	Funding Source			\$
PIER - E	\$		\$	No	Funding Source			\$
PIER - NG	\$		\$	No	Funding Source			\$
Reimbursement	\$		\$	No	Funding Source			\$
RRTF	\$		\$	No	Funding Source			\$
Other:	\$		\$	No	Other:			\$
TOTAL: \$ 0		TOTAL: \$ 0			TOTAL: \$ 0			
Reimbursement					Federal Agreement #:			

Contractor's Administrator/ Officer		Contractor's Project Manager	
Name:	Hamid Rastegar	Name:	Tom Murphy
Address:	5020 Chesebro Road, Suite 200	Address:	8801 Folsom Blvd., Suite 290
City, State, Zip:	Agoura Hills, CA, 91301	City, State, Zip:	Sacramento, CA 95826
Phone/ Fax:	818-597-3407/ 818-597-8001	Phone/ Fax:	916-379-0350/916-379-0357
E-Mail:	hrastegar@aspenerg.com	E-Mail:	tmurphy@aspenerg.com

**Contractor Is**

Private Company (including non-profits)  
 CA State Agency (including UC and CSU)  
 Government Entity (i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state)

**Selection Process Used**

Solicitation    Select Type    Solicitation #: \_\_\_\_\_ - \_\_\_\_\_ # of Bids: \_\_\_\_\_ Low Bid?     No     Yes  
 Non Competitive Bid (Attach CEC 96)  
 Exempt            Amendment to AE, Title 20 CCR 2566.b



# CONTRACT REQUEST FORM (CRF)



The following items should be attached to this CRF		
1. Scope of Work, Attach as Exhibit A.	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
2. Budget Detail, Attach as Exhibit B.	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
3. CEC 96, NCB Request	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
4. CEC 30, Survey of Prior Work	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
5. CEC 95, DVBE Exemption Request	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
6. Draft CEQA Notice of Exemption (NOE)	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
7. Resumes	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
8. CEC 105, Questionnaire for Identifying Conflicts		<input checked="" type="checkbox"/> Attached
9. CEC 106, IT Component Reporting Form		<input checked="" type="checkbox"/> Attached

\_\_\_\_\_  
 Contract Manager                      Date                      Office Manager                      Date                      Deputy Director                      Date

The following signatures are only required when contract approval is delegated to the Executive Office and not approved at a Business Meeting. See Business Meeting Information Section.

\_\_\_\_\_  
 Presiding Policy Committee                      Date                      Associate Policy Committee                      Date                      Executive Director                      Date

CEC-94 CRF - Attachment 1  
 Contract 700-08-001 Amendment 3  
 Budgets Information

Funding Breakdown by Funding Source and Fiscal Year

Fund	Year	Amount	Approved?
Federal	2011-12	\$500,000	Yes
Federal	2011-12	\$250,000	No
ERPA/EFLCF	2012-13	-\$750,000*	Yes
Federal	2012-13	Up to \$1,800,000	No
ERPA/EFLCF	2012-13	Up to -\$1,800,000*	Yes
<b>Total</b>		<b>\$0.00</b>	

\*Note: The combined contract Energy Facilities Licensing and Compliance Fund (EFLCF) and Energy Resources Programs Account (ERPA) spending authority decreases will be equal to the federal funding increases in order to preserve the current contract spending authority of \$24,226,800. Although there is \$894,525 of remaining spending budget for new encumbrances and federal funds will be encumbered up to this amount without displacing Energy Commission funds in the contract, this is still a change in the overall spending authority mix of the contract, which is reflected in the table above.

CEC-94 CRF - Attachment 2  
Contract 700-08-001 Amendment 3

List of Subcontractors, including DVBE/Small Business Status\*

Contractor/Subcontractor	DVBE/Small Business Status
Aspen Environmental Group (Prime Contractor)	
Aerial Information Systems	Small Business
AeroPacific Consulting	
Dick Anderson	
Applied Earthworks, Inc.	Small Business
Arelleno Associates	
Ascent Environmental, Inc.	Small Business
ASM Affiliates	Small Business
Matt C. Bischoff	
Black Eagle Consulting, Inc.	
Brown-Buntin Associates, Inc.	
Gregor Cailliet	
California Native Plant Society	
Center for Energy Efficiency and Renewable Technologies	
Chambers Group, Inc.	DVBE, Small Business
Marilyn Davin	
Desert Research Institute	
Dudek	
EcoBridges Environmental Consulting	
EDM Services, Inc.	Small Business
Environmental Management Associates, Inc.	
Fehr & Peers	
Farris, West and Schulz	
Mike Foster	
Geotechnical Consultants, Inc.	Small Business
Granite Financial Solutions, Inc.	DVBE, Small Business
David Harlow	
Helix Environmental Planning, Inc.	
Horizon Water and Environment, LLC	Small Business
HydroFocus, Inc.	Small Business
Interpreting Services International, Inc.	
ICF (formerly Jones & Stokes)	
Gregg Irwin	
Katz & Associates	Small Business
Kessler and Associates	
Laura Frank Design	

CEC-94 CRF - Attachment 2  
Contract 700-08-001 Amendment 3

Contractor/Subcontractor	DVBE/Small Business Status
Lindsley Architectural Lighting	
Matthew Trask & Associates	
Maulbetch Consulting	
Marine Research Specialists	Small Business
Steve Melzer	
Michael Clayton & Associates	
MRW & Associates	Small Business
North State Resources, Inc.	Small Business
PAR Environmental Services, Inc.	Small Business
PastForward	Small Business
Patzek Consulting	
Phillip Williams & Associates, Ltd.	
Plover Group, Inc.	Small Business
Joel Reisman	
Resource Law Group	
RECON	
Ricondo and Associates, Inc.	
Rimpo and Associates, Inc.	
Risk Science Associates	
R.W. Beck	
The Sanberg Group, Inc.	DVBE/Small Business
Sandwell Engineering, Inc.	
SC Wildlands	
Susan Sanders Biological Consulting	
Tatsumi & Partners, Inc.	
Tremaine & Associates, Inc.	
William Kanemoto & Associates	
Zaininger Engineering Company, Inc.	
ZMAssociates, Inc.	DVBE/Small Business

\*This table is provided with staff's request to amend Contract 700-08-001, as reference, to show the current team roster and DVBE and Small Business status. The Contract 700-08-001 team roster will remain unchanged by Prime Contract Amendment 3.

## EXHIBIT H FEDERAL PROVISIONS

### 1. **FEDERAL FUNDING**

It is understood and agreed upon by the parties to this Contract that partial or whole funding is dependent upon two federal cooperative agreements (numbers L11AC20250 and L11AC20314) from the U.S. Department of Interior's Bureau of Land Management to the California Energy Commission that both have a scheduled budget period end date of 9/30/2015, and upon the following provisions:

- A. This Contract is subject to any additional statute, restrictions, limitations or conditions enacted by Congress that may affect the Contract's provisions, terms or funding.
- B. If Congress does not appropriate sufficient funds for the program, this Contract may be amended to reflect any reduction in funds.
- C. The Commission has the option to terminate this Contract at any time upon thirty (30) days written notice to the Contractor. Further details are in accordance with the Paragraph in Exhibit D of this Contract entitled "Termination".
- D. Federal funds under this Contract are available for expenditure until the federal agreement budget period end date. Extensions to this budget period end date are subject to approval by the U.S. Department of Interior.

### 2. **OMB GUIDANCE/ FEDERAL REGULATIONS**

The Office of Management and Budget (OMB) guidance and/or federal regulations that apply to the Contractor are checked below and are incorporated as part of this Contract. OMB guidance may be accessed on the OMB web site at [www.whitehouse.gov/omb/circulars/index.html](http://www.whitehouse.gov/omb/circulars/index.html) or by calling the Office of Administration, Publications Office, at (202) 395-7332.

#### **Generally Applicable Federal Regulations**

##### *OMB Guidance for Grants and Agreements*

- 2 Code of Federal Regulations (CFR) Part 25:** Central Contractor Registration and Data Universal Numbering System
- 2 CFR Part 170:** Reporting Subawards and Executive Compensation
- 2 CFR Part 175:** Trafficking Victims Protection Act of 2000

##### *U.S. Department of Interior Regulations Implementing OMB Guidance*

- 2 CFR Part 1400:** Government-Wide Debarment and Suspension (Nonprocurement)
- 2 CFR Part 1401:** Requirements for Drug-Free Workplace

*U.S. Department of Interior Administrative and Audit Requirements and Cost Principles for Assistance Programs*

- 43 CFR Part 12 (A):** Administrative and Audit Requirements and Cost Principles for Assistance Programs
- 43 CFR Part 12 (E):** Buy American Requirements and Cost Principles for Assistance Programs
- 43 CFR Part 18:** New Restrictions on Lobbying

*Other*

- Federal Cooperative Agreement Numbers: L11AC20250 and L11AC20314
- Other specific requirements or laws required by Federal Grant:  
\_\_\_\_\_

**Provisions Applicable to State, Local and Federally-Recognized Tribal Governments**

- Cost Principles:*  
**OMB Circular A-87 (2 CFR Part 225):** Cost Principles for State, Local and Tribal Governments
- Administrative Requirements:*  
**43 CFR Part 12 (C):** Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- Audits:*  
**OMB Circular A-133:** Audits of States, Local Governments, and Non-Profit Organizations

**Provisions Applicable to Educational Institutions**

- Cost Principles:*  
**OMB Circular A-21 (2 CFR Part 220):** Cost Principles Applicable to Grants, Contracts, and Other Agreements with Institutions of Higher Education (public and private colleges and universities)
- Administrative Requirements:*
  - **OMB Circular A-110 (2 CFR Part 215):** Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
  - **43 CFR Part 12 (F):** Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations
- Audits:*  
**OMB Circular A-133:** Audits of States, Local Governments, and Non-Profit Organizations

### **Provisions Applicable to Non-Profit Organizations**

- Cost Principles:*  
**OMB Circular A-122 (2 CFR Part 230):** Cost Principles Applicable to Grants, Contracts, and Other Agreements with Non-Profit Organizations
- Administrative Requirements:*
  - **OMB Circular A-110 (2 CFR Part 215):** Uniform Administrative Requirements for grants and agreements with Institutions of Higher Education, Hospitals, and Other Non-Profits
  - **43 CFR Part 12 (F):** Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- Audits:*  
**OMB Circular A-133:** Audits of States, Local Governments, and Non-Profit Organizations

### **Provisions Applicable to Commercial and For-Profit Entities**

- Cost Principles:*
  - **48 CFR Part 31:** Contract Cost Principles and Procedures
  - **48 CFR Part 1401:** Department of the Interior Acquisition Regulation System

### **Provisions Applicable to Hospitals**

- Administrative Requirements:*
  - **OMB Circular A-110 (2 CFR Part 215):** Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profits
  - **43 CFR Part 12 (F):** Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit and Commercial Organizations
- Audits:*  
**OMB Circular A-133:** Audits of States, Local Governments, and Non-Profit Organizations

## **3. INTELLECTUAL PROPERTY**

### **A. Rights of the Energy Commission**

Patent rights, rights in technical data, copyrights, and rights to invention shall follow federal requirements. The Commission claims no additional ownership in such rights. However:

- 1) The Commission shall be granted a no-cost, nonexclusive,

nontransferable, irrevocable license to use or have practiced for or on behalf of the State of California the subject invention(s) for governmental purposes. The Contractor must obtain agreements to effectuate this clause with all persons or entities obtaining ownership interest in the patented subject inventions.

- 2) The Commission shall be granted the no-cost use of the technical data first produced or specifically used in the performance of this Contract.
- 3) The Commission shall be granted a royalty-free, nonexclusive, irrevocable, nontransferable license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable material first produced in the performance of this Contract.

#### **B. Rights of the Federal Government: Copyrights**

The following copyright provision, as implemented by 43 CFR Section 12.74, shall apply: Bureau of Land Management reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

#### **4. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS**

All of the Contractor's and subcontractor's financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR Subpart C, Section 12.82 for State, local and Indian tribal governments or Subpart F, Section 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

The Bureau of Land Management, California Energy Commission, and/or their designees have the right of timely and unrestricted access to any books, documents, papers, or other records of the Contractor and subcontractor(s) that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such document. This right also includes timely and reasonable access to Contractor personnel for the purpose of interview and discussion related to such documents.

The Contractor and its subcontractor(s) shall provide additional access for the Inspector General's office to examine their records and to interview their officers/employees.

**5. INSPECTIONS**

The Bureau of Land Management, the California Energy Commission, and/or their designees have the right to inspect and evaluate the work performed or being performed under this Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Bureau of Land Management, California Energy Commission, and/or their designees perform inspection or evaluation on the Contractor's/ subcontractor's premises, the Contractor/ subcontractor must furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

**6. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS- SENSE OF CONGRESS**

In the case of any equipment or product that may be authorized to be purchased with funds made available under this Contract, it is the sense of the Congress that entities receiving the funds should, in expending them, purchase only American-made equipment and products.

**7. LOBBYING ACTIVITIES**

A. This Contract is subject to the provisions of 31 U.S.C. Section 1352 and 48 CFR Part 18. The Contractor agrees that none of the funds obligated under this Contract shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. Section 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**B. Opposition to Any Legislation**

In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, no part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. Section 1913.

**C. Officials Not to Benefit**

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this Contract, or to any benefit arising from it. However, this clause does not apply to this Contract to the extent that it is made with a corporation's general benefit.

8. **CERTIFICATIONS REGARDING LOBBYING AND DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

- A. If funds received by the Contractor or its subcontractors exceed \$100,000, the Contractor/subcontractors must complete and certify by signature on the form “**Certifications Regarding Lobbying and Debarment, Suspension and Other Responsibility Matters**” (Exhibit H, Attachment 1 of this Contract) their commitment to comply with these requirements and return the form to the Commission Contracts Officer (see 31 U.S.C. Section 1352 and 43 CFR Section 18.110(d)(2)).
- B. If received funds exceed \$100,000 and the Contractor or its subcontractors have engaged in lobbying activities, the Contractor/subcontractor will disclose lobbying activities by completing and signing the **Standard Form LLL** (Exhibit H, Attachment 2 of this Contract) and returning it to the Energy Commission’s Contracts Officer.
- C. The Contractor and its subcontractors must include the “Debarment, Suspension, and Other Responsibility Matters” Certification in subcontracts that equal or exceed \$25,000, unless:
- The subcontract requires consent of an official of a federal agency (see 2 CFR Section 180.220(b)(2)); or
  - The subcontract is for federally-required audit services (see 2 CFR Section 180.220(b)(3)).
- D. The Contractor must notify the Energy Commission if a subcontractor cannot certify to any of the statements in the certification.

9. **ASSURANCES**

The Contractor agrees to adhere to and include in subcontracts the requirements set forth in the attached “**Assurances – Non-Construction Programs**” (Exhibit H, Attachment 3 of this Contract).

10. **PUBLICATIONS AND ENDORSEMENTS**

- A. The Contractor is encouraged to publish or otherwise make publicly available the results of the work conducted under this Contract.
- B. The Contractor shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) that states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position the Contractor represents. No release of information relating to this Contract may state or imply that the Government approves of the Contractor’s work products, or considers the Contractor’s work product to be superior to other products or services.

The Contractor must obtain prior approval by the Department of Interior for any public information releases concerning this Contract that refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

- C. An acknowledgment of California Energy Commission and federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

**Acknowledgment:**

“This material is based upon work supported by the California Energy Commission and the U.S. Department of Interior under Award Number(s) L11AC20250 and L11AC20314.”

**Disclaimer:**

“This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the California Energy Commission, the United States Government, nor any agency or employees thereof makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that their use would not infringe privately owned rights.

Mention of trade names, commercial products, or any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not constitute or imply their endorsement, recommendation, or favoring by the California Energy Commission, the United States Government, or any agency thereof. The views and conclusions of this document are those of the authors and should not be interpreted as representing the opinions or policies of the California Energy Commission, the United States Government, or any agency thereof.”

**11. METRIC CONVERSION**

All performance and final reports, other reports, or publications produced under this Contract shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during and transition period(s). However, the Contractor may use non-metric measurements to the extent it has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the Contractor, such as when foreign competitors are producing competing products in non-metric units.

**12. FEDERAL, STATE AND MUNICIPAL REQUIREMENTS**

The Contractor and its subcontractors must obtain any required permits and comply with all applicable Federal, State, and municipal laws, codes and regulations for work performed under this Contract.

**13. RESOLUTION OF CONFLICTING CONDITIONS/ ORDER OF PRECEDENCE**

- A. Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Contract must be referred to the Energy Commission's Office of Chief Counsel for guidance.
- B. Any inconsistency in this Contract shall be resolved by giving precedence in the following order:
  - 1) Any national policy requirements and administrative management standards;
  - 2) 43 CFR Part 12;
  - 3) Requirements of the applicable OMB Circulars and Treasury regulations; and
  - 4) These terms and conditions.

**14. PROCUREMENT PROVISIONS**

- A. The Contractor must include the provisions of 43 CFR Section 12.76 (i) in its subcontracts.
- B. Positive efforts shall be made by the Contractor to utilize small business, minority-owned firms, and women's business enterprises, whenever possible. The Contractor shall take all of the following steps to further this goal:
  - 1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
  - 2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
  - 3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
  - 4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
  - 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

**15. TRAFFICKING IN PERSONS**

Pursuant to 2 CFR Section 175.15, the Contractor may not: (1) engage in severe forms of trafficking in persons during the period of time that the Contract is in effect; (2) procure a commercial sex act during the period of time that the Contract is in effect; or (3) use forced labor in the performance of this Contract or subcontracts under it.

**16. INCREASING SEAT BELT USE**

The Contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for employees about the importance of wearing seat belts and the consequences of not wearing them.

**EXHIBIT H  
ATTACHMENT 1  
CERTIFICATIONS REGARDING LOBBYING AND  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

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Refer to the regulations cited below to determine the certification to which you are required to attest. Review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 43 CFR Part 18 "New Restrictions on Lobbying," 2 CFR Part 180 "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", and 2 CFR Part 907 "Nonprocurement Debarment and Suspension".

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**1. LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**2. ADDITIONAL LOBBYING REPRESENTATION**

Organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The organization is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986?  
Yes    No

If you checked "Yes" above, check the appropriate block:

The organization represents that after December 31, 1995 it  has  has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

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**3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**SIGNATURE**

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above certifications.

Name of Contractor: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

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SIGNATURE

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DATE



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
  2. Identify the status of the covered Federal action.
  3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
  4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
  5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
  6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
  7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
  8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
  9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
  11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.
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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**EXHIBIT H**  
**ATTACHMENT 3**  
**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

**By signing this Contract or accepting funds under it, the Contractor assures that it will comply with applicable provisions in the following Assurances.**

OMB Approval No.: 4040-0007  
Expiration Date: 07/30/2010

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) **Title VI of the Civil Rights Act of 1964** (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of

handicaps; (d) the **Age Discrimination Act of 1975**, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the **Drug Abuse Office and Treatment Act of 1972** (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the **Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970** (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) **§§523 and 527 of the Public Health Service Act of 1912** (42 U.S.C. §§290 dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) **Title VIII of the Civil Rights Act of 1968** (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of **Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the **Hatch Act** (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the **Davis-Bacon Act** (40 U.S.C. §§276a to 276a-7), the **Copeland Act** (40 U.S.C. §276c and 18 U.S.C. §874), and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the **Flood Disaster Protection Act of 1973** (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the **National Environmental Policy Act of 1969** (P.L. 91-190) and **Executive Order (EO) 11514**; (b) notification of violating facilities pursuant to **EO 11738**; (c) protection of wetlands pursuant to **EO 11990**; (d) evaluation of flood hazards in floodplains in accordance with **EO 11988**; (e) assurance of project consistency with the approved State management program developed under the **Coastal Zone Management Act of 1972** (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans **under Section 176(c) of the Clean Air Act of 1955**, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the **Safe Drinking Water Act of 1974**, as amended (P.L. 93-523); and, (h) protection of endangered species under the **Endangered Species Act of 1973**, as amended (P.L. 93-205).
12. Will comply with the **Wild and Scenic Rivers Act of 1968** (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with **Section 106 of the National Historic Preservation Act of 1966**, as amended (16 U.S.C. §470), EO 11593

(identification and protection of historic properties), and the **Archaeological and Historic Preservation Act of 1974** (16 U.S.C. §§469a-1 et seq.).

14. Will comply with **P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the **Laboratory Animal Welfare Act of 1966** (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the **Lead-Based Paint Poisoning Prevention Act** (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the **Single Audit Act Amendments of 1996** and **OMB Circular No. A-133**, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**SIGNATURE**

Signature of Authorized Certifying Official: \_\_\_\_\_

Title: \_\_\_\_\_

Applicant Organization: \_\_\_\_\_

Date Submitted: \_\_\_\_\_