



**REQUEST FOR PROPOSAL  
No. DC167745P**

**Environmental Documentation Drafting Services**

**PROPOSAL DUE DATE AND TIME:**  
December 19, 2013 (2:00 PM, PT)

OSU Procurement and Contract Services Offices are open from 8:00 am – 12:00 noon and 1:00 pm – 5:00 pm.  
Offices are closed during the 12:00 noon – 1:00 pm lunch hour.

**SUBMITTAL LOCATION:**

Oregon State University  
Procurement, Contracts and Materials Management  
644 SW 13<sup>th</sup> Avenue  
Corvallis, Oregon 97333

## 1.0 GENERAL

### 1.01 SCHEDULE OF EVENTS

- Issue Date ..... November 22, 2013
- Deadline for Requests for Clarification or Change ..... December 5, 2013 (2:00 pm, PT)
- Proposal Due Date and Time ..... December 19, 2013 (2:00 pm, PT)

The schedule of events and the dates contained therein are subject to modification as necessary at the sole discretion of Oregon State University (OSU). If modifications are necessary, they will be modified through written Addenda issued by OSU. **NO LATE PROPOSALS WILL BE ACCEPTED.**

### 1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

### 1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University (OSU) is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

### 1.04 ADMINISTRATIVE CONTACT

Name: Donna Cain  
Title: Purchasing Analyst III  
Telephone: 541-737-3423  
Fax: 541-737-2107  
E-Mail: donna.cain2@oregonstate.edu

### 1.05 DEFINITIONS

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OAR 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

## 2.0 INTRODUCTION AND BACKGROUND

### 2.01 INTRODUCTION

The Northwest National Marine Renewable Energy Center (NNMREC) was established through the U.S. Department of Energy (DOE) Water Power Program to support wave and tidal energy development for the United States. NNMREC's suite of test facilities, collectively known as the Pacific Marine Energy Center (PMEC), provide a range of ocean renewable energy testing opportunities, from laboratory scale through open ocean testing. NNMREC at Oregon State University (NNMREC-OSU) currently provides non-grid connected wave energy testing off the coast of Oregon at the PMEC North Energy Test Site (PMEC-NETS), and is now

developing a utility scale grid connected wave test facility, the South Energy Test Site (SETS). As the first of its kind in continental North America, the P MEC-SETS will play an integral role in advancing wave energy from early-stage ocean testing through final demonstration for commercialization. P MEC-SETS will serve as an integrated test center to evaluate wave energy converter (WEC) performance and environmental interactions, as well as a training ground for future jobs in the ocean energy industry.

## 2.02 BACKGROUND

OSU Procurement, Contracts and Materials Management (PCMM) is seeking Responsive Responsible Proposers to submit Proposals to provide environmental document drafting services for the P MEC-SETS regulatory process. The facility would include the test berths (where WEC devices would be anchored and moored), marine transmission cables, and an onshore control center to transfer power to grid. A total of four grid-connected test berths are planned, each with its own subsea cable to transmit electricity, as well as performance and environmental data, from the test berth to the onshore control center. The test berths would be located on the Outer Continental Shelf (OCS) south of Newport, Oregon approximately 5-6 nautical miles from shore and occupy an area of approximately 2-square nautical miles. This area is characterized by a predominantly sandy bottom with water depths ranging from 32 to 41 fathoms (58 – 75 meters). Central Lincoln Public Utility District (CLPUD) would handle the grid-interconnect; power transmission and purchase options are being explored with the CLPUD and Bonneville Power Association (BPA).

Recognizing that community input and support are crucial to a successful project, NNMREC-OSU initiated an extensive outreach program during the technical evaluation of candidate sites along the Oregon coast. The siting process culminated in stakeholders identifying two potential locations for P MEC-SETS, off the coast of Newport and Reedsport, Oregon. Through a community-based, competitive proposal process, NNMREC selected an ocean area located approximately five nautical miles off the coast of Newport.

In conjunction with the site selection process, NNMREC-OSU formed a Regulatory Advisory Team comprised of federal and state agencies involved in the P MEC-SETS authorization process, as well as non-governmental organizations, to collectively explore the project and identify key regulatory and environmental considerations. Since first convening in January 2013, the Advisory Team has met periodically to ensure all parties remain informed and engaged leading up to the formal regulatory process. To continue the collaborative approach and ensure an efficient, effective process for all licensing participants, NNMREC-OSU will build on its work with the Advisory Team by convening a Collaborative Workgroup (CWG) during the licensing process to ensure all parties remain informed and engaged.

## 2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is a member of the Oregon University System and one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, extension offices and experiment stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 25,000 students from every county in Oregon, every state in the country and more than 90 nations.

## **3.0 STATEMENT OF WORK**

### 3.01 STATEMENT OF WORK

This Request for Proposal (RFP) is to solicit responsive proposals to provide environmental analysis and documentation necessary to support consultation and decision-making in the regulatory process for P MEC-SETS. The successful Proposer (Contractor) will provide environmental analysis and documentation to support project review and authorization under the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), the Marine Mammal Protection Act (MMPA), the Magnuson-Stevens Fishery Conservation

and Management Act (MSA), the National Historic Preservation Act (NHPA), the Clean Water Act (CWA), and the Coastal Zone Management Act (CZMA).

**SPECIFICATIONS AND REQUIREMENTS:** Proposers must submit Proposals that meet the specifications identified in **ATTACHMENT A**

**CONTRACT SAMPLE & TERMS AND CONDITIONS:** OSU's terms and conditions governing the purchase resulting from this RFP are included in **EXHIBIT A**

### **Planning Factors**

NNMREC-OSU has submitted an unsolicited lease request to the Bureau of Ocean Energy Management (BOEM) and plans to initiate the licensing process in early 2014 with the submittal of a Notice of Intent and Preliminary Application Document (NOI/PAD) to the Federal Energy Regulatory Commission (FERC). NNMREC-OSU has determined that FERC's Alternative License Process (ALP) is best suited to meet the goals and objectives of the PMEC-SETS regulatory process. In short, the ALP provides the greatest opportunity to coordinate the content and timing of application submittals and environmental documents, and it provides the flexibility to align the sequence of the licensing process with other agency review procedures.

- **Joint NEPA** – NEPA compliance is required for both the BOEM Lease and FERC License; however, the NEPA process will be coordinated such that BOEM and FERC can conduct a single, Joint NEPA process.<sup>1</sup> In addition, the NEPA document will include information and analysis to support consultation under the NHPA and the MSA (Essential Fish Habitat Assessment).
- **Nationwide Permit** – NNMREC-OSU plans to seek authorization from the US Army Corps of Engineers under Nationwide Permit #52; the Nationwide Permit Program is already authorized under NEPA, so the Corps would not need to conduct NEPA for the Proposed Project.<sup>2</sup>
- **Coordinated Consultations** – Consultation under the ESA and MMPA is required for all three federal actions (i.e., BOEM Lease, FERC License and Corps Permit). To facilitate an efficient, effective use of resources in these consultations, a comprehensive Biological Assessment will be used to support a single, coordinated consultation process for all three federal actions.

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<sup>1</sup> Pursuant to their 2008 Memoranda of Agreement, FERC or BOEM may act as a Cooperating Agency for the purpose of Joint NEPA. It is anticipated that FERC's NEPA regulations will apply since FERC will be the lead agency and BOEM will be a Cooperating Agency.

<sup>2</sup> If it is determined that an Individual Permit (and associated NEPA analysis) is necessary, the contents of the EA will need to enable the Corps to act as a Cooperating Agency, if it so chooses.

- **Non-Federal Representative** – NNMREC-OSU intends to request designation as the non-Federal designee for the purposes of informal consultation under the Section 7 of the ESA and consultation under Section 106 of the NHPA.
- **Federally Delegated Authorities** –Water Quality Certification and CZMA Consistency are also required for each federal action (lease, license and permit). As with the federal environmental consultations, a coordinated approach will be utilized for these federally delegated authorities, such that the Water Quality Certification and CZMA Consistency applications, reviews and decisions will be coordinated for all three federal actions.

Recognizing the complexities of the regulatory process for wave energy facilities and the unique characteristics of a test center, NNMREC-OSU is assembling a diverse, multi-disciplinary Project Team. NNMREC-OSU and

the Project Team will maintain close coordination with the Collaborative Workgroup (CWG) in the development of application materials and environmental documentation to ensure they provide the information needed to support agency decision making, thus facilitating a more timely process. The successful Proposer (Contractor) will be expected to coordinate with members of the CWG, as appropriate. As a member of the Project Team, the Contractor:

- Prepares environmental documentation required for the major components of the regulatory process.
- Functions to support implementation of the overall regulatory strategy, in coordination with other members of the Project Team.
- Works closely with Project Team members to understand interests, needs and schedules.
- Takes direction from Project Manager and input from other Project Team members in the approach and content of environmental documentation to ensure it meets regulatory requirements and supports overall process goals and timeframes.
- Coordinates with Project Team for technical input on key elements of environmental documentation.
- Participates in Collaborative Workgroup and subgroup meetings, as needed, to ensure that environmental documentation addresses participants' needs and interests while aligning with and supporting project objectives.

#### **Available Information and Data**

Relevant documents exist that provide current data and information about the PMEC facilities. The most comprehensive of these is the unsolicited BOEM lease request. A redacted version of the lease request is available with this RFP as two supporting PDF documents:

NNMREC\_Unsolicited\_Lease\_Request\_REDACTED.pdf; and  
NNMREC\_Unsolicited\_Lease\_Request\_Appendices\_REDACTED.pdf

#### **3.02 SAMPLE CONTRACT**

A sample contract containing a statement of work and contractual terms and conditions is included at Exhibit A.

### **4.0 PROPOSER QUALIFICATIONS**

#### **4.01 MINIMUM QUALIFICATIONS**

In order to qualify as a Responsive Proposer, the Proposer must meet the minimum qualifications below. After verification that the minimum qualifications have been met, OSU will award points based on the level of the Proposer's qualifications.

- Demonstrated successful experience with projects, similar in content to this project, related to development of environmental documentation for regulatory review.
- Experience working successfully with a variety of diverse stakeholders.
- Familiarity with the geographical area of the project.
- Demonstrated ability to meet the project deliverable schedule requirements within budget.
- Ability to work as part of a diverse team of experts to meet a common goal.

#### **4.02 PREFERRED QUALIFICATIONS**

OSU will award additional points for Proposers able to meet the preferred qualifications below.

- Direct experience in preparing one or more environmental analysis documents for ocean renewable energy projects.

### 4.03 INELIGIBILITY

Any non-NNMREC-OSU teams who will be funded under U.S. Department of Energy Funding Opportunity Announcement 0000847 will have a direct conflict of interest with this project. Any proposer who is part of a non-NNMREC-OSU team selected for funding through Funding Opportunity Announcement 0000847 will be deemed ineligible for this project.

## **5.0 REQUIRED SUBMITTALS**

### 5.01 QUANTITY OF PROPOSAL

Submit one (1) original Proposal and three (3) duplicate copies, **plus one electronic copy on CD**. Mark original Proposal as "ORIGINAL". Original should contain original signatures on any pages where a signature is required. Proposals should contain the submittals listed in this section below.

### 5.02 REQUIRED SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. If pertinent information or required submittals are not included within the Proposal, it may cause the Proposal to be rejected or have an adverse impact on evaluation. In order to maintain uniformity with all proposals furnished by Proposers, it is hereby requested that proposals be limited to a maximum of 25 pages (12 pt. font, 1 inch margins, excluding front and back covers, section dividers and resumes).

Proposers must submit the following information:

- a) A **PROJECT UNDERSTANDING** statement containing any suggestions for special concerns that NNMREC-OSU should address for a successful project.
- b) A description of the **PROPOSED APPROACH** to accomplish the work. Show how all required tasks are to be completed, including approach where appropriate.
- c) **WORK PLAN**. Show how all required tasks are to be completed, including approach where appropriate.
- d) A **DETAILED SCOPE OF WORK** containing any additional scope of work tasks the Proposers sees as necessary for the successful completion of the project.
- e) A project team **ORGANIZATION CHART** identifying those who will perform work and a brief resume of each team member, including similar type projects in which they have been directly involved. Identify the Project Manager (PM). The PM will be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview. Subcontractors, if any, will be identified with the same requirements as the prime Contractor.
- f) Proposed **DETAILED PROJECT SCHEDULE**, including phasing (as may apply) indicating stages of work, time frames, and ability to perform the required services in a timely manner.
- g) A breakdown of **LABOR HOURS AND PROPOSED COST** by Proposer, employee billing classification together with the cost of the non-labor and subcontractor services will be included with the cost proposals. The labor breakdown will be based on a listing of work tasks that correlates with the Proposer's defined scope of work for the project proposal, by task or phasing (as may apply). This information will be used to evaluate the reasonableness of the cost proposal and will be used in negotiating the final cost amounts for the contract agreement.
- h) The Proposer's **STANDARD HOURLY BILLING RATES** for all classifications of staff likely to be involved in the project will be included with the cost proposal along with the mark-up rate for any non-labor expenses and subcontractors.

- i) List of **SIMILAR PROJECTS**, which your firm completed within the last five years. Project information should include project description, agency or client name along with the person to contact and the telephone number(s), and year completed.
- j) The Proposer will provide a minimum of three **REFERENCES** for similar projects. At a minimum, each reference will include client, contact name, contact phone number and projects completed for the client. References will be furnished in the form provided in **Exhibit C** of the RFP, noted below.
- k) **Exhibit B**: Certifications, fully completed.
- l) **Exhibit C**: References, fully completed.

## **6.0 EVALUATION**

### 6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. **Determination of Responsiveness:**  
OSU will first review all Proposals to determine Responsiveness. Proposals that do not comply with the instructions or are incomplete may be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A proposer has the right to appeal the decision pursuant to OAR 580-061-130(5)(a).
- b. **First Stage Evaluation:**  
Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below in section 6.02. Scores will be used to determine Proposer's within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.  
  
OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.
- c. **Second Stage Evaluation:**  
If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:
  - i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee.
  - ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
    - Informing Proposers of deficiencies in their initial Proposals;
    - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
    - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for

Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below in section 6.02.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. Contract will be awarded to the Proposer who in OSU's opinion, best meets the requirements and qualifications of the RFP and OSU's needs.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

**6.02 EVALUATION CRITERIA**

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Project Understanding Statement	10
Proposed Approach	20
Work Plan	10
Detailed Scope of Work	10
Qualifications, Experience & References	20
Cost Proposal and Billing Rates	20
Schedule	10
<b>Total</b>	<b>100</b>

**6.03 NEGOTIATIONS**

OSU may commence serial negotiations with the highest-ranked Proposer or commence simultaneous negotiations with all eligible Proposers. OSU may negotiate:

- a. The statement of work;
- b. The Contract price as it is affected by negotiating the statement of work; and
- c. Any other terms and conditions determined by OSU in its sole discretion to be reasonably related to those expressly authorized for negotiation. Accordingly, Proposers will not submit and OSU will not accept for negotiation, any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation.

Terms and conditions within the sample contract that are unrelated to the statement of work or Contract price may be negotiated after award, but before legal review or execution of the Contract.

**6.04 INVESTIGATION OF REFERENCES**

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU further reserves the right to consider past performance, historical information and facts, whether gained from the Proposal, Proposer interviews, references, OSU or any other source in the evaluation process. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

**7.0 INSTRUCTIONS TO PROPOSERS**

**7.01 APPLICABLE STATUTES AND RULES**

This Request for Proposal is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Policies and Procedures.



## 7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate in the proposal form the manufacturers' name and number. Proposers shall submit with their proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

## 7.03 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

## 7.04 ADDENDA

Only documents issued as Written Addenda by Procurement, Contracts and Materials Management (PCMM) serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. PCMM will notify potential Proposers through publication of the Addenda on the OUS procurement website. If you have received a Request for Proposal you are advised to consult the OUS procurement website, prior to Proposal submittal, to ensure that you have not missed any Addenda. Proposers are not required to return Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by the Addendum into their Proposal. Failure to do so may, in effect, make the Proposal non-Responsive, which may cause the Proposal to be rejected.

## 7.05 PREPARATION AND SIGNATURE

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

## 7.06 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in your Proposal will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

## 7.07 SUBMISSION

Proposals must be submitted in a sealed envelope and be delivered to the submittal location listed on the Request for Proposal cover sheet no later than the Proposal Due Date and Time. Proposer must specify on the outside of the envelope the Request for Proposal number, the Request for Proposal title and the Proposal Due Date and Time. **E-MAIL OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.**

#### 7.08 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

#### 7.09 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

#### 7.10 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time. OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OAR 580-061-0120.

#### 7.11 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

#### 7.12 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

#### 7.13 CONTINGENT PROPOSALS

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

#### 7.14 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

#### 7.15 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

#### 7.16 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

#### 7.17 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the Procurement, Contracts and Materials Management (PCMM)

Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

#### 7.18 PROPOSAL PREPARATION COST

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

#### 7.19 PROPOSAL CANCELLATION

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

#### 7.20 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OAR 580-061-0145.

**EXHIBIT A  
TERMS AND CONDITIONS / SAMPLE CONTRACT**

**OREGON STATE UNIVERSITY  
PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)**

Department Contract

This Contract is entered into by and between the State of Oregon acting by and through its Board of Higher Education on behalf of Oregon State University (OSU/Institution) for its Department of  (Department) and  (Contractor).

Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed \$  to be paid at the rate of Per/HR  to Contractor by OSU, Contractor agrees to perform between date of last signature and , inclusive, the following personal and/or professional services:

Contractor shall not begin work until the Contract is signed by all parties listed below. Unless otherwise specified herein, OSU shall pay only for work performed. Contractor shall submit detailed invoice(s) for work performed to Department for payment. Invoices are paid according the OSU's standard payment terms which are Net 30 days from receipt of correct invoice.

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OUS Standard Contract Provisions and  Attachment B;  Attachment C;  Other Attachments .

INSURANCE: the minimum limit is \$ \_\_\_\_\_ Type required:  CGL  AUTO  Professional

**THIS CONTRACT SHALL BECOME EFFECTIVE AND BINDING UPON LAST SIGNATURE BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AS PROVIDED HEREIN.**

**OSU**

**CONTRACTOR**

\_\_\_\_\_  
OSU Department Head Date  
(Typed Name):

\_\_\_\_\_  
Signature Date  
Typed Name:   
Address:

\_\_\_\_\_  
OSU Contract Officer Date

Phone:

\_\_\_\_\_  
Department of Justice Date  
(Only for contracts over \$100,000)

Banner Vendor ID No.:   
U.S. Tax Identification No.: \_\_\_\_\_  
Contractor is a: (Check One)  
 Resident U.S. citizen  
 Resident non-U.S. citizen (Green Card Holder)  
 Non-U.S. citizen  
 Partnership  
 Corporation  
 Contractor is also a minority group member

OSU VENDOR NO.	FORM PREPARED BY	PREPARER'S ADDRESS	DATE

INDEX CODE	ACCOUNT CODE	ACTIVITY CODE	PAYMENT AMOUNT

Place Bar Code Label Here	All payments and reimbursements made on this contract will be 1099-misc. reportable. <i>Rev 11-/09</i>
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## DEPARTMENT OF HIGHER EDUCATION STANDARD PERSONAL/PROFESSIONAL SERVICES CONTRACT PROVISIONS

**ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon Board of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for three years from the date of contract expiration unless a shorter period is authorized in writing. Contractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Institution.

**ASSIGNMENT.** Contractor shall not assign or transfer its interest nor delegate its obligation in this Contract without the express written consent of the Institution.

**AVAILABILITY OF FUNDS.** Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Contract.

**CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**COMPLIANCE WITH APPLICABLE LAW.** Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Contractor of these obligations nor of the requirements of this Contract. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such contractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim to such payment. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims.

**CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**DUAL PAYMENT.** Contractor shall not be compensated for work performed under this Contract from any other entity of the State of Oregon.

**EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Benton County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**HAZARD COMMUNICATION.** Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

**INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Institution of Higher Education, the Institution, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this contract.

**INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an **individual**, (a) Contractor: (1) Is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) Will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) Is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) Is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; (5) Is not a member of the Oregon Public Employees Retirement System; or (6) if a contributing member of the Oregon Public Employees Retirement System for which contributions to the retirement system must be withheld, Contractor's contribution to the retirement system will be withheld and a corresponding Institution contribution made; and (7) Must furnish Form IRS Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal Withholding tax. (b) The Oregon State Board of Higher Education, acting on behalf of Institution, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

**INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of this Contract general liability insurance. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through the State Board of Higher Education on behalf of the Institution and their officers and employees shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months.

**NOTICES AND REPRESENTATIVES.** All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Contract, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Contract signatories.

**OVERDUE PAYMENTS.** Any charges claimed by the Contractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

**OWNERSHIP OF WORK PRODUCT.** All work products or any form of property originated or prepared by Contractor which result from this Contract are the exclusive property of Institution.

**SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work scheduled under this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Institution.

**SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**TAX COMPLIANCE CERTIFICATION.** Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(1), that to the best of Contractor's knowledge Contractor is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and the Tri-Metropolitan District Self-Employment Tax.

**TERMINATIONS.** This Contract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Institution may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by the Institution, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; or (b) Any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. This Contract may also be terminated by Institution for default (including breach of contract) if (a) Contractor fails to provide services or materials called for by this Contract within the time specified; or (b) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from Institution, fails to correct such failures within ten days. The rights and remedies of Institution provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of Institution (or from applicable Federal, state, or other sources) to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution or program for which this Contract was executed is abolished, the Institution may terminate this Contract without further liability by giving Contractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**FOREIGN CONTRACTOR.** If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**FORCE MAJEURE.** Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**WAIVER.** The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision.

**APPROVALS.** In some instances, another state agency may be required to approve this Contract before any work may commence under this Contract.

**RECYCLING.** In the performance of this Contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

**WORKERS' COMPENSATION.** All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

**MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**EXHIBIT B  
CERTIFICATIONS**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS**

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Proposer and that Proposer is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

**SECTION II. AFFIRMATIVE ACTION**

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OAR 580-061-0030 (3).

**SECTION III. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

**SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS**

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
- disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Title: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

FEIN ID# or SSN# (required): \_\_\_\_\_ Email: \_\_\_\_\_

Company: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Construction Contractors Board (CCB) License Number (if applicable): \_\_\_\_\_

Business Designation (check one):

- Corporation     Partnership     LLC     Sole Proprietorship     Non-Profit

**EXHIBIT C  
REFERENCES**

**REFERENCE 1**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**REFERENCE 2**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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**REFERENCE 3**

COMPANY: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
CITY, STATE ZIP: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
WEBSITE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
GOODS OR SERVICES PROVIDED: \_\_\_\_\_

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## ATTACHMENT A

### Statement of Work/Specifications & Requirements

Environmental analysis is necessary to inform the decision-making under various state and federal statutes; the regulatory authorization process for PMEC-SETS (Proposed Project) will require documentation to support analysis under the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), the Marine Mammal Protection Act (MMPA), the Magnuson-Stevens Fishery Conservation and Management Act (MSA), the National Historic Preservation Act (NHPA), the Clean Water Act (CWA), and the Coastal Zone Management Act (CZMA).

The successful proposer (Contactor) will provide all materials and resources necessary to conduct the environmental research, analysis and document drafting services for the Proposed Project's regulatory process. The NEPA documentation prepared by the Contractor will be written in accordance with the attached draft Table of Contents (see ATTACHMENT B). The draft Table of Contents will be modified by the Contractor based on: issues identified in scoping, additional information collected, and suggestions from NNMREC-OSU and the Project Team for other effective approaches to organizing the document and presenting the impact analysis.

Other members of the Project Team will be preparing application materials in conjunction with the development of environmental documentation, and the Contractor may be asked to provide input on the environmental sections of these application materials, as appropriate.

All environmental documentation will be written in plain English and reviewed by a qualified technical editor. Appropriate editorial changes will be made prior to submission to NNMREC-OSU. This applies to all individually submitted sections and versions. All draft documents shall be submitted to NNMREC-OSU in Microsoft Word, unless otherwise specified by NNMREC-OSU. Final documents (i.e., those to be filed with a state or federal agency) shall be submitted to NNMREC-OSU as a PDF, unless otherwise specified by NNMREC-OSU.

#### **Task 1. NEPA**

For purposes of this RFP, it is assumed that the appropriate level of NEPA analysis is an Environmental Assessment (EA).<sup>3</sup> Pursuant to the requirements of FERC's regulations at 18 CFR §4.38 and §4.61, the EA should describe project area, environmental resources, potential project-related effects, and approaches and measures to address those effects. In addition, the EA should provide the information necessary to support project review and consultation under the National Historic Preservation Act.

As described in each subtask below, the Contractor will prepare NEPA Scoping Documents, a Preliminary Draft Environmental Assessment (PDEA), and an Applicant Prepared EA (APEA), with input from NNMREC-OSU and the Project Team. The Contractor will also assist in the preparation of Responses to Comments and Additional Information Requests, as appropriate.

#### ***Subtask 1.1 Scoping***

The goal of scoping is to define the alternatives and potential environmental issues associated with the project as completely as possible by soliciting input from the local community, agencies, and other members of the public. Scoping activities to be completed by the Contractor include assisting NNMREC-OSU in developing a mailing list of interested parties and agencies; preparing and distributing a Notice of Scoping for local newspapers; assisting NNMREC-OSU and the Project Team in reviewing comments received by from the public; preparing responses to comments; and formally documenting all comments received and responses provided, both verbal and written. The Scoping documents should consider all activities to be authorized under the FERC License and the BOEM Lease.

The scoping documents should include a *Statement of Purpose and Need* and description of the *Proposed Action and Alternatives*. The Contractor will assist NNMREC-OSU and the Project Team in preparing a concise and complete project description that will serve as the "proposed action" to be evaluated in the environmental analysis.<sup>4</sup> The Contractor may also be asked to provide input on the Proposed Study Plans (to be issued with the other Scoping Documents), as well as the Final Study Plans (to be issued upon the conclusion of Scoping).

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<sup>3</sup> In the event the EA predicts significant impacts to the human environment, the analysis should be packaged to proceed to an Environmental Impact Statement (EIS) level. If it becomes necessary to proceed to an EIS, it is recognized that a contract amendment may be necessary.

<sup>4</sup> Under the ALP, the applicant conducts NEPA during the pre-filing stage of the licensing process.



Contractor participation in public meetings or hearings may be required. For scoping purposes, assume that the Contractor will attend, but not organize, at least one public meeting in Newport, Oregon. It is anticipated that Scoping will commence approximately 60 days after NNMREC-OSU files the NOI/PAD with FERC.

### ***Subtask 1.2 Data Collection & Analysis***

The Contractor will research and review all relevant data and information available for the project site and any other documentation that relates to the site resources. The information will be compiled into a form that can be used to evaluate the potential environmental effects associated with the Proposed Project. In addition, data gaps in the existing record will be identified. The results of the data collection, research and review will be utilized to develop the content of the EA.

The Contractor will perform a full analysis of potential effects of the Proposed Project to the human environment, including cumulative impacts. The effects analysis should consider all activities to be authorized under the FERC License and the BOEM Lease. This will include adequate interpretation of available data to disclose the context and intensity of predicted impacts. The Contractor will conduct all research necessary to develop a thorough and complete analysis. The analysis will be conducted for each resource and category identified in the EA Table of Contents, and will be based on input obtained during scoping, information generated from studies and surveys, and the proposed site activities. The results of the effects analysis will be utilized to develop the content of the EA.

### ***Subtask 1.3 Preliminary Draft EA***

The Contractor will prepare a Preliminary Draft Environmental Assessment (PDEA) that describes the project area, environmental resources, potential project-related effects, and approaches and measures to address those effects. The PDEA should consider all activities to be authorized under the FERC License and the BOEM Lease and include all sections identified in the EA Table of Contents, including all tables, figures, data, attachments, and formatting.

The Contractor will consider input from NNMREC-OSU and the Project Team in the development of the PDEA, as well as feedback from the CWG. Upon approval by NNMREC-OSU, the Contractor will reproduce the PDEA for submittal with the Draft License Application (DLA). NNMREC-OSU anticipates filing the DLA and PDEA approximately 12 months after the initiation of NEPA Scoping.

### ***Subtask 1.4 Applicant Prepared EA***

The Contractor, with input from NNMREC-OSU and the Project Team, will prepare an Applicant Prepared Environmental Assessment (APEA) that describes the project area, environmental resources, potential project-related effects, and approaches and measures to address those effects. The APEA should also address comments on the PDEA and DLA, as well as any preliminary fish and wildlife recommendations, prescriptions, mandatory conditions, and comments provided during pre-filing consultation.<sup>5</sup> In addition, results of baseline studies and surveys will be incorporated into the APEA. All new references will be listed and any additional comments received and responses provided during the public review period will be included in the APEA.

Like the PDEA, the APEA should consider all activities to be authorized under the FERC License and the BOEM Lease. A final determination and finding of no significant impact (FONSI) will also be prepared, if warranted. Upon approval by NNMREC-OSU, the Contractor will reproduce the APEA for submittal to FERC with the Final License Application (FLA). NNMREC-OSU anticipates filing the FLA and APEA approximately eight months after filing the DLA and PDEA.

## **Task 2. Biological Assessment**

The Contractor will prepare a Biological Assessment (BA) to assist the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) in their evaluation of the Proposed Project on species listed as endangered or threatened, or proposed for such listing under the Endangered Species Act (ESA).<sup>6</sup> The BA should also incorporate an evaluation of the potential effects of the Proposed Project on Essential Fish Habitat (EFH), in compliance with the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act), and establish the Proposed Project's compliance with the Marine Mammal Protection Act (MMPA).

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<sup>5</sup> Under the ALP, FERC may require state and federal agencies to provide preliminary fish and wildlife recommendations, prescriptions, mandatory conditions, and comments during pre-filing consultation.

<sup>6</sup> As the Commission's non-Federal designee for informal consultation under the ESA, the applicant must provide a draft biological assessment [18 CFR, section 5.18(b)(3)(ii)].

In coordination with NNMREC-OSU and the Project Team, the Contractor will prepare a Draft BA and Final Draft BA. The BA should evaluate potential effects of all three federal actions (FERC License, BOEM Lease and Corps Permit). Once adopted by the federal action agencies, it will be considered the Final BA and will serve as the consultation document.

#### ***Subtask 2. 1 – Draft Biological Assessment***

The Draft Biological Assessment will be developed in coordination with NNMREC-OSU and the Project Team, with input from NMFS and USFWS, as appropriate. It is anticipated that the Draft BA will be submitted in conjunction with the PDEA and DLA.

#### ***Subtask 2. 2 – Final Draft Biological Assessment***

The Final Draft BA will be developed in coordination with NNMREC-OSU and the Project Team, with input from NMFS and USFWS, as appropriate. Comments on the Draft BA from NMFS, USFWS and /or the federal action agencies will be utilized in preparing the Final Draft BA. It is anticipated that the Final Draft BA will be submitted in conjunction with the APEA and FLA.

### **Task 3. Water Quality Certification**

The Contractor will prepare a Water Quality Certification (WQC) application to support authorization under Section 401 of the Clean Water Act. The application must demonstrate that the project will comply with applicable provisions of the CWA and with other water quality requirements set forth by the state. WQC is required for the FERC License, BOEM Lease and Corps Permit, so the application should consider all activities to be authorized by the action agencies that are subject to WQC. It is anticipated that the WQC application will be submitted approximately two months after the DLA and PDEA are filed.

### **Task 4. CZMA Consistency Certification**

The Contractor will prepare a Consistency Certification that includes a summary of the effects of the project on coastal uses and resources and a set of findings demonstrating that the proposed activity will be consistent with the enforceable policies of the Oregon Coastal Management Program, including Part Five of the Territorial Sea Plan (TSP). It is not clear at this time whether the provisions of Part Five of the TSP will apply to Project structures and activities on the OCS; depending on the extent to which the provisions of Part Five apply to the P MEC-SETS project, the APEA may need to address the information requirements provided in Part Five of the TSP. The Consistency Certification should include all relevant environmental and biological documents for the Proposed Project, so it is anticipated that it will be submitted immediately after the APEA and FLA are filed.

### **Task 5. Project Management**

This task consists of project management as necessary to maintain the project schedule, budget and communications (including deliverables) with NNMREC-OSU and NNMREC-OSU as appropriate. Monthly progress reporting is required to update NNMREC-OSU on the Contractor's progress. In addition, monthly invoices are expected in a timely manner with appropriate backup data to support all expenditures.

Upon execution of the contract, NNMREC-OSU will convene post-award meeting with the Contractor and other members of the Project Team.

Participation in the CWG and subgroup meetings will be required as needed. Anticipated quarterly meetings of the CWG will start in 2014 and extend through mid-2015 (6 meetings total). Meetings are currently held in Portland, OR. Subgroup meetings schedule to be determined.

### **Task Deliverables**

In addition to sending one electronic and hard copy of deliverables to NNMREC-OSU, an electronic version of each deliverable will be sent to appropriate agencies (note six additional hard copies of the Final EA will be required):

- **Scoping Documents** *May 1, 2014*
  - Mailing List
  - Notice of Scoping
  - Proposed Action and Alternatives
  
- **Scoping Summary** (to be included as an Appendix to the EA) *October 1, 2014*

- Copy of all written correspondence sent and received during NEPA scoping, including responses to comments and study requests;
- All public contacts made, both verbal and written;
- Transcripts of any recorded public meetings;
- All issues/comments made by the public (including agencies); and
- Resolution of the issues identified. If resolution of issues has not been concluded, this deliverable will indicate anticipated resolution, with final resolution incorporated in the Preliminary Draft EA deliverable (under Task 4).

- |   |                          |
|---|--------------------------|
| ➤ <b>Impact Analyses Report</b> (technical memorandum)          | <i>December 1, 2014</i>  |
| ➤ <b>Preliminary Draft EA</b>                                   | <i>March 1, 2015</i>     |
| ➤ <b>Draft Biological Assessment</b>                            | <i>March 1, 2015</i>     |
| ➤ <b>Water Quality Certification Application</b>                | <i>May 15, 2015</i>      |
| ➤ <b>Statement of Consistency and Request for Certification</b> | <i>November 15, 2015</i> |
| ➤ <b>Applicant Prepared Draft EA and FONSI</b> (if warranted)   | <i>November 15, 2015</i> |
| ➤ <b>Final Draft Biological Assessment</b>                      | <i>November 15, 2015</i> |
| ➤ <b>Monthly progress reports</b>                               |                          |
| ➤ <b>Monthly invoices</b>                                       |                          |

## **Cost Requirements**

As described in Section 5.02, the proposer will submit a detailed breakdown of labor hours and costs by task, including employee billing classification together with the cost of the non-labor and subcontractor services. The labor breakdown will be based on a listing of work tasks that correlates with the Proposer's defined scope of work for the project proposal, by task or phasing (as may apply). This information will be used to evaluate the reasonableness of the cost proposal and will be used in negotiating the final cost amounts for the contract agreement.

**ATTACHMENT B**  
**DRAFT TABLE OF CONTENTS FOR ENVIRONMENTAL ASSESSMENT**

LIST OF FIGURES

LIST OF TABLES

ACRONYMS AND ABBREVIATIONS

EXECUTIVE SUMMARY

1. INTRODUCTION

1.1. Application

1.2. Purpose of Action and Need for Power

1.3. Statutory and Regulatory Requirements

1.3.1. Federal Power Act

1.3.1.1. Section 4(e) Conditions

1.3.1.2. Section 10(j) Recommendations<sup>7</sup>

1.3.2. Clean Water Act

1.3.3. Endangered Species Act

1.3.4. Coastal Zone Management Act

1.3.5. National Historic Preservation Act

1.3.6. Magnuson-Stevens Fishery Conservation and Management Act

1.3.7. Ports and Waterways Safety Act

1.3.8. Other Regulatory Requirements

1.4. Public Review and Comment<sup>8</sup>

1.4.1. Scoping

1.4.2. Interventions

1.4.3. Comments on the Draft License Application

1.4.4. Comments on the Preliminary Draft APEA

2. PROPOSED ACTION AND ALTERNATIVES

2.1. No-Action Alternative

2.2. Proposed Action

2.2.1. Project Facilities

2.2.2. Project Safety

2.2.3. Project Operation

2.2.4. Environmental Measures

2.3. Other Alternatives

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<sup>7</sup> This section would only be included in the Draft APEA if preliminary conditions are provided by agencies.

<sup>8</sup> Sections 1.4.3 and 1.4.4 would only be included in the Draft APEA.

#### 2.4. Alternatives Considered But Eliminated from Further Analysis

### 3. ENVIRONMENTAL ANALYSIS

#### 3.1. General Setting

#### 3.2. Scope of Cumulative Effects Analysis

##### 3.2.1. Geographic Scope

##### 3.2.2. Temporal Scope

#### 3.3. Proposed Action and Action Alternatives

##### 3.3.1. Geologic and Soil Resources

##### 3.3.2. Aquatic Resources

##### 3.3.3. Terrestrial Resources

##### 3.3.4. Threatened and Endangered Species<sup>9</sup>

##### 3.3.5. Recreation and Land Use

##### 3.3.6. Cultural Resources

##### 3.3.7. Aesthetic Resources

##### 3.3.8. Socioeconomics

#### 3.4. No-action Alternative

### 4. DEVELOPMENTAL ANALYSIS

#### 4.1. Power and Economic Benefits of the Project

#### 4.2. Comparison of Alternatives

#### 4.3. Cost of Environmental Measures

#### 4.4. Cost of Constructing and Operating the Project

### 5. CONCLUSIONS AND RECOMMENDATIONS

#### 5.1. Comparison of Alternatives

#### 5.2. Comprehensive Development and Recommended Alternative<sup>10</sup>

#### 5.3. Unavoidable Adverse Effects

#### 5.4. Preliminary Fish and Wildlife Agency Recommendations<sup>7</sup>

#### 5.5. Consistency with Comprehensive Plans

### 6. FINDING OF NO SIGNIFICANT IMPACT (OR OF SIGNIFICANT IMPACT)

### 7. LITERATURE CITED

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<sup>9</sup> This section may be included as a summary of the BA that is prepared to facilitate consultation under the ESA.

<sup>10</sup> Although this section is not required for an APEA developed under the ALP, this section may be included applicants to compare costs and benefits of proposed environmental measures and discuss the applicant's basis for not adopting any agency recommendations, if applicable.