



# Oregon State University

## Request for Proposals (“RFP”) 2020-003167 for Engineering Services, Manufacture, and Delivery of an Energy Storage System

ISSUE DATE: April 9, 2020

QUESTION DEADLINE: April 24<sup>th</sup>, 2020 at 5:00 PM Pacific Time  
All questions should be sent to [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu)  
Please include RFP Title in the subject line.

**PROPOSAL DUE DATE/TIME:** May 8<sup>th</sup>, 2020 at 2:00  
PM Pacific Time via electronic bid submission only to  
[bids@oregonstate.edu](mailto:bids@oregonstate.edu).

**MANDATORY PRE-PROPOSAL CONFERENCE:**  
**April 16<sup>th</sup>, 2020** from 9:00 AM to Noon Pacific Time via  
Zoom®.

**CONTRACT ADMINISTRATORS:**

Ben Baggett, PacWave Contract Officer  
Construction Contract Administration  
Oregon State University  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333  
Phone: (541) 737-2526

Email: [constructioncontracts@oregonstate.edu](mailto:constructioncontracts@oregonstate.edu)

**AWARD DECISION APPEALS:**

Hanna Emerson, Construction Contracts Manager  
Construction Contracts Administration  
Procurement, Contracts and Materials Management  
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644 SW 13<sup>th</sup> Street  
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Email: [Hanna.Emerson@oregonstate.edu](mailto:Hanna.Emerson@oregonstate.edu)

It is the Proposers responsibility to continue to monitor the [OSU Business and Bid Opportunities](#) website for Addenda. Failure to acknowledge any Addenda in the Transmittal Letter may cause your proposal to be considered non-responsive.

*OSU standards and policies govern this solicitation ([Procurement Thresholds and Methods, Procurement Solicitations and Contracts](#)) unless otherwise referenced or stated.*

# 1. GENERAL

## 1.1 Schedule of Events

The selection procedure described below will be used to evaluate the capabilities of interested companies to provide the services to Oregon State University (“OSU” or “Owner”) for this project. All times below are given in Pacific Time.

### Schedule with Interviews:

04/09/2020	Issue RFP
04/16/2020	Mandatory Pre-Proposal Conference at 9 a.m.
04/24/2020	Question Deadline at 5:00 p.m.
05/01/2020	Final Addendum Issued (tentative)
05/08/2020	Proposals due 2:00 p.m.
05/13/2020	Notification of finalists
05/15/2020	Estimated Interviews with Selection Committee
05/20/2020	Estimated Notice of Intent to Award
06/03/2020	Estimated Contract Execution

### Schedule without Interviews:

04/09/2020	Issue RFP
04/16/2020	Mandatory Pre-Proposal Conference at 9 a.m.
04/24/2020	Question Deadline at 5:00 p.m.
05/01/2020	Final Addendum Issued (tentative)
05/08/2020	Proposals due 2:00 p.m.
05/14/2020	Estimated Notice of Intent to Award
05/28/2020	Estimated Contract Execution

## 1.2 Pre-Proposal Conference

A Pre-Proposal Conference will be held from 9:00 a.m. to 12:00 p.m. Pacific Time on **April 16<sup>th</sup>, 2020** online via Zoom using the information provided below:

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Join Zoom Meeting

<https://oregonstate.zoom.us/j/868723806>

Phone Dial-In Information

+1 971 247 1195 US (Portland)

+1 253 215 8782 US

+1 301 715 8592 US

Meeting ID: 868 723 806

Join by Polycom/Cisco/Other Room System

[868723806@zoomcrc.com](mailto:868723806@zoomcrc.com)  
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### **1.3 Issuing Office**

The Construction Contracts Administration (“CCA”) unit of OSU’s Procurement Contracts and Materials Management (“PCMM”) department is the issuing office and is the sole point of contact for this RFP. All concerns or questions regarding this RFP shall be addressed to the Contract Administrators provided on the cover page of this RFP.

## **2.0 Proposer Requirements**

### **Minimum Requirements**

In order to qualify as a Responsive Proposer, the Proposer shall submit information in their proposal describing their ability to meet the requirements in **Attachment A ‘Scope of Work.’** This information will be used as evidence to determine that Proposer meets these requirements. Proposers not meeting the requirements of the RFP will be deemed non-Responsive and not eligible for further evaluation and award under this RFP.

## **3.0 Background and Introduction**

### **3.1 Background**

Founded in 1868, OSU is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master’s and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

### **3.2 Introduction**

OSU is seeking proposals from qualified, experienced Contractors to provide the necessary engineering, manufacture, and delivery of an energy storage system (“ESS”) as described in this RFP.

Oregon State University (“OSU”) is developing a system to support persistent ocean monitoring, integrating energy storage, data storage, and data transmission capabilities. The ESS may be deployed in any number of modes, but this system must fit in a sealed cylindrical housing that has inside diameter of 4.5’ and length of 7’, oriented horizontally. The ESS will incorporate a 250 kW-h capacity Lithium Iron Phosphate (“LFP”) battery array and battery management system (“BMS”), and provisions that allow sub-divisions of the 250 kW-h to be adaptively connected in parallel and isolated based on dynamic charge and load considerations. Contractor may sub-contract as necessary to ensure a comprehensive team. OSU may update the sample Contract to reflect the selected proposer’s use of subcontractors.

OSU is an Affirmative Action and Equal Employment Opportunity employer.

### **4.0 Scope of Work**

This RFP is intended to result in a Contract for the engineering, manufacture, and delivery of the ESS, as described in Attachment A ‘Scope of Work’ (“the Work”).

Proposers must include all elements of the scope of work in their responses. Proposers who submit responses including only portions of the scope of work will be deemed non-responsive.

OSU is required to flow down to the contract, compliance with **48 CFR § 252.225-7001 - Buy American and Balance of Payments Program.**

#### **The scope of work does NOT include:**

- Marine based operations
- Installation in the enclosure

### **4.1 Professional Engineer Stamped and Signed Documents**

Wherever a deliverable is identified as “Engineered” or “Stamped”, or any item is described as “Engineered”, the deliverable shall have been at a minimum reviewed, agreed to, signed and stamped by a licensed professional engineer (“PE”). The PE signing a document shall be licensed and experienced in the appropriate branch of engineering for the deliverable. Where the PE experience is not directly relatable, a subject matter expert may review and sign the deliverable in addition to the PE sign off. The contractor shall provide full CVs (showing their experience/expertise in the area) for all PEs and subject matter experts who sign off on deliverables.

### **5.0 General Project Constraints**

#### **5.1 Timeline and Sequencing**

Work will commence after the Notice to Proceed is issued by OSU in writing to the contractor. The Notice to Proceed will not be issued prior to the execution of the OSU Contractor’s Agreement (“Agreement” or “Contract”). Contract execution is expected by early to June 2020 and occurs after the last signature is received

on the Agreement.

Any proposed schedule should be submitted with the assumption that the contractor will be under contract with OSU by the above date.

**NOTE:** Any proposed schedule shall recognize that **time is of the essence** as it relates to the design, delivery and final testing, as discussed in the evaluation criterion and the Work.

## 5.2 Schedule

Description	Date
Notice to Proceed	June 2020
Preliminary Design submitted to OSU for review	June 2020
Final Design submitted to OSU for review	July 2020
Factory Acceptance Testing (FAT)	August 2020
System Delivery Received at OSU Facility	September 2020
Site Acceptance Testing (SAT)	September 2020

## 7.0 Evaluation and Selection

### 7.1 Evaluation

This RFP evaluation and selection process will be conducted pursuant to the terms of this RFP and OSU Standards 03-010 and 03-015. Selection of a Contractor will be based on the criteria set forth in this RFP.

OSU encourages proposers to submit alternative, innovative solutions for review and consideration. OSU will not award points at this stage for alternative solutions, but may consider the merit of such alternatives in subsequent stages of evaluation. OSU requests that proposers submit any performance and supporting data available for review..

Stages of Evaluation are as follows:

a. Determination of Responsiveness:

Proposals that do not comply with the instructions, that are materially incomplete, that do not meet the minimum requirements, or that are submitted by Proposers that do not meet minimum qualifications may be deemed non-Responsive.

b. First Stage Evaluation:

Those Proposals determined to be Responsive will be evaluated based on the evaluation criteria contained herein.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in proposals and will not be an opportunity to submit additional documentation or change existing documentation.

OSU may negotiate or request a Best and Final Offer (“BAFO”) after the first stage evaluation from the top scoring Proposer without moving on to the second stage evaluation.

c. **Second Stage Evaluation:**

OSU may choose to conduct a second stage evaluation the top ranked Proposers in the Competitive Range. Second stage evaluation may consist of one or more of the following: interviews, presentations, written discussions, site visits, demonstrations, reference checks, or BAFO. Information regarding the chosen evaluation methods will be provided to the Proposers in the Competitive Range for each type of system. Interviews, if chosen as an evaluation method, will be prepared based on RFP responses. Specific interview questions will be provided at the time of notification.

Final scoring of the interviews or other second stage evaluation methods **will be separate and not cumulative** from the first stage evaluation. The evaluation committee will discuss the strengths and weaknesses of the finalists based on the results of the second stage evaluation. The committee will then rank those firms. Final ranking will be based on how well each finalist can meet the Project and OSU’s needs as demonstrated in the finalist’s response to questions or other evaluative methods. The finalist that has the highest overall ranking will be deemed the highest ranked Proposer.

The committee may consider any of the following criteria in the Second Stage Evaluation and give the criteria all or a percentage of the total points during the Second Stage of Evaluation:

1. **Ability to Execute**

OSU’s determination of Proposer’s capability and capacity to implement the proposed Design in what OSU determines is an assured and timely manner.

2. **Alternative Design and Approach:**

OSU’s determination of innovative solutions to accomplish the Work in this RFP in a manner most advantageous to OSU. Considerations for determination include innovative solutions that yield safety, compliance, efficiency, effectiveness, timeliness, flexibility, and quality during the course of Work under Contract and for the life of the product, (e.g. value engineering concepts demonstrated).

3. **Cost of the Work:**

Cost of the Work as provided by the Proposer’s revised response to Attachment C: Proposal Cost Form(s), as requested or a Best and Final Offer. Additional Cost Proposals for Total Cost of Ownership may be requested for Second Stage Evaluations.

**REFERENCE CHECKS**

OSU reserves the right to check the references provided by the Proposer as required by this RFP at any stage of evaluation. If the evaluation committee determines the interviewed finalists are too close to score, OSU has no recent experience working with a finalist, or if the consolidated scoring indicates a tie, the

evaluation committee will check the references provided by the Proposer as required by this RFP in Attachment C. Information obtained from references will be used in the evaluation committee’s final scoring and will be based on the evaluation committee’s understanding of how well each firm can meet the needs of OSU.

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.

If a Second Stage Evaluation of all Proposers does not produce an award that is in OSU’s best interest, OSU may return to the first stage evaluation to advance additional Proposers to an additional Stage Evaluation.

a. 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 first and second stages of evaluation. Final scoring of any additional stages of evaluations will be separate and not cumulative of earlier stages of evaluation.

**7.2 Evaluation Criteria**

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

<b>Stage 1 Evaluation Criteria</b>	<b>Points</b>
Experience and Capabilities	25
Qualifications	15
Capacity and Current Projects	10
Method, Approach and Equipment	60
Schedule of Operations	20
Cost	40
Workforce Diversity Plan	20
References (Optional)	10
<b>Evaluation Criteria (Options-Additional Stages)</b>	<b>Points</b>
Interviews	50
References	10
Best and Final Offer	30

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## **Stage 1 Evaluation Criteria:**

### **1. Experience and Capabilities**

Provide information about your firm's experience and capabilities in performing the specific type of work described in this RFP. Provide a brief summary of three or more projects similar to that described in this RFP, that your company has completed or are currently contracted to complete, including methods of execution and the equipment being used. Include experience for similar services on federally funded projects. Include similar information for all sub-contractors.

### **2. Qualifications**

Provide a brief description of your firm and your firm's overall qualifications related to the description of services sought in this RFP. Provide an organization chart with names, title, and job classification of personnel and identify key personnel, along with sub-contractor key personnel as applicable, to be assigned to the Scope in this Project, and their responsibilities, including sales, order management, project management, installation, implementation, delivery and testing services.

Please provide percentage of time allocated for each team member assigned. Include proposed key personnel's CV or resumes including their project experience and identify their roles in similar projects. Indicate current availability and proposed percentage of involvement for this Scope and whether the proposed team has worked together on previous projects.

### **3. Capacity and Current Projects**

List the projects your firm is currently contracted for and at what stage the projects are, in terms of completion. Provide similar information for any sub-contractors.

### **4. Method, Approach and Equipment**

Provide methodology describing how each item in Attachment A 'Scope of Work' ("SOW") will be implemented. The methodology must highlight different approaches or standards, if any, that proposer recommends for different aspects of the SOW.

The system proposed shall be that which the Proposer considers appropriate to the requirements as described in the SOW. Manufacturer brochures, datasheets, line diagrams, and/or data sets should be included as supporting information.

Incorporating any supporting information, Proposer shall prepare responses to address in detail, each System Requirement in Attachment A 'Scope of Work' as follows:

1. Electrical Requirements
2. Communication Requirements
3. Battery Management System Requirements
4. Modularity Requirements
5. Charging Requirements



6. Physical Requirements

7. Service Life Requirements

Based on the anticipated components in the proposed system, Proposer shall provide the Documentation requested in Attachment A 'Scope of Work'.

Provide the anticipated assemblage breakdown for delivery (i.e., individual pallets or full system), and the implications that has on acceptance testing.

Provide a recommended approach for Factory Acceptance Testing ("FAT") and Site Acceptance Testing ("SAT") that meets requirements in the SOW.

**5. Schedule of Operations**

OSU seeks a final delivery date by October 1, 2020. Provide a proposed schedule of operation with proposed dates to successfully complete each activity in the table in Section 5.2 to reach a final delivery date. A Proposer providing the earliest final delivery date will receive full points while those proposing later schedules will receive proportionately fewer points.

**6. Cost**

Provide a completed **Attachment C 'Cost Proposal'**. The completed Cost Proposal shall be submitted with the proposal to be considered Responsive.

Formula for scoring Cost Points will be as follows: Lowest Total Overall Not to Exceed Cost for each of the price related items will receive full points with higher cost price related items receiving proportionally lower points according to this formula: **(Low Cost / Cost) x Points Available**.

This Cost Proposal will become the initial contract amount for the awardee with additional services being added via amendment if/when applicable.

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

**7. Workforce Diversity Plan**

Provide a description and identification of Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE") or Emerging Small Business ("ESB") certifications for your firm and a description of your firm's nondiscrimination practices. Provide any historical information on MBE, WBE or ESB Joint Ventures, subcontracting or mentoring plan, and utilization history for projects completed within the past three years.

Provide a narrative description of your current workforce diversity program or plan, and the plan for obtaining subcontracting and consulting diversity for this project.

The contractor shall perform the work and the contract with respect to diversity according to the means and methods described in its workforce plan described in the response, unless changes are

requested and approved in writing in advance by OSU or are required by applicable laws, ordinances, codes, regulations, rules or standards.

### **7.3 Investigation of References**

In addition to responding to the evaluation criteria above, provide the names, addresses, email address and telephone numbers of three professional references for work performed by your company on similar projects using the form in **Attachment B 'References.'** At minimum one reference provided shall be related to a project described in the Experience and Capabilities section of the proposal. Verify that the individuals identified have had direct involvement with the referenced project, and the email address and telephone number are current. Do not include references from any company or individual included in your team for this project, or any OSU personnel. OSU may check with these references and with other references associated with past work of your company. Reference checks may occur during any stage of evaluation.

### **7.4 Negotiations**

OSU may commence negotiations with the top scoring Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. OSU may negotiate:

- The Statement of Work;
- The Contract price as it is affected by negotiating the Statement of Work; and
- Any other terms and conditions as determined by OSU.

### **7.5 Contract Award**

- a. A Sample Contract will be added by addendum at a later date.**
- b. Any/all exceptions to the Terms and Conditions included in the Sample Contract (including General Conditions) shall be clearly identified and appended to the Proposal in order to be considered by OSU during the negotiation period following selection of the Apparent Successful Proposer.

## **8.0 Compensation**

Compensation will be based on a total Not to Exceed amount for a combination of Services and Direct Expenses. The amount of compensation will be negotiated with the proposer who has submitted the best qualifications ("the Apparent Successful Proposer").

## **9.0 Responsibility Evaluation**

OSU reserves the right to investigate each proposer's responsibility in accordance with the requirements of the Oregon State University Standards, and will consider information obtained from any source as part of its evaluation, at any time prior to execution of a contract. Submission of a signed proposal response constitutes the proposer's approval for OSU to obtain any information OSU deems necessary to conduct the evaluation including, but not limited to, credit reports and information discovered during reference checks.

Financial Information: OSU will notify proposers, in writing, of any financial documentation required, which may include recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information.

OSU may postpone the award or execution of a contract in order to complete its investigation and evaluation. Failure to promptly provide complete information requested may render the proposal response nonresponsive. Failure of a proposer to demonstrate responsibility will render it non-responsible and constitute grounds for proposal response rejection.

## 10.0 Submission

Each Proposal shall be submitted electronically and received by the date and time as stated in this RFP. Submit one (1) electronic copy of the Proposal via e-mail to **bids@oregonstate.edu** by the Bid Due Date and Time and properly addressed to the Contract Administrator. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals should contain the submittals listed in this section below.

Your proposal response must be contained in a digital document not to exceed twenty-five pages including the Attachment C 'Cost Proposal' pricing sheet, pictures, charts, graphs, tables and text the proposer deems appropriate to be part of the review of the proposer's response. Transmittal letter, table of contents, blank section dividers and accompanying technical documentation, diagrams (single line, electrical, or other) CV's or Resumes of key individuals proposed to be involved in this Work are exempted from the twenty-five page limit and should be appended to the end of your response.

Information should **be presented in the same order as the above evaluation criteria. The electronic proposal response should be sized appropriately for transfer (under 8 MB).** The basic text information of the response should be presented in standard business font size, and reasonable margins. All information provided should be included in both written and electronic submittals.

**Your proposal response must be signed by an authorized representative of your company with the authority to bind the Proposer and contain contact information including email for communication purposes. 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.**

OSU may reject any proposal not in compliance with all applicable OSU solicitation procedures and requirements, and may cancel this solicitation or reject for good cause, all proposals upon a finding by OSU that it is in the public interest to do so.

Note that OSU will not accept proposal responses or queries that require OSU to pay the cost of production.

**Telephone, facsimile, or paper submittals will not be accepted. Proposal responses received after the closing date and time will not be considered.**

## 11.0 Instructions to Proposers

### **11.1 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.

### **11.2 Communication During the RFP Process**

In order to ensure a fair and competitive environment, direct communication between OSU employees, other than the Administrative Contact or other PCMM representative, and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the appeals period identified in OSU Standard 03-015, Sec. 5.20.8(b) and for Proposers(s) selected for award ends with the Contract Execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 03-015, Sec. 5.20.

### **11.3 Manufacturer's Names and Approved Equivalents**

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and catalog 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 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.

### **11.4 Requests for Clarification or Change**

Requests for clarification or change of the RFP must be in writing and received by the Contract Administrator no later than the Question Deadline. 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 RFP 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 Title.

### **11.5 Addenda**

Only documents issued as written Addenda by 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 RFP. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the

Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

### **11.6 Public Record**

Upon completion of the Request for Proposal process, information in all Proposals 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.

### **11.7 Proprietary Information and Trade Secret**

If a proposal response contains any information that you consider to be a trade secret under ORS 192.501(2), you must mark each trade secret with the following legend: **"This data constitutes a trade secret under ORS 192.501(2), and must not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance."

Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal response may depend upon official or judicial determination made pursuant to the Public Records Law.

In order to facilitate public inspection of the non-confidential portion of the proposal response, material designated as confidential must accompany the proposal response, but must be readily separable from it. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment will be publicly available regardless of any designation to the contrary.

### **11.8 Modification**

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Closing, 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 Closing, Proposers may not modify their Proposal.

### **11.9 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 Closing. 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 Closing, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal satisfactory to OSU.

### **11.10 Execution of Contract, Agreement, Performance Bond and Payment Bond**

The Proposer shall be required to execute the Contract as provided, and, if applicable, deliver a Performance Bond and a Payment Bond from a surety company licensed to do surety business in the State of Oregon within time period contained in the Award letter. The Contract Documents shall be delivered to the OSU in the manner stated in the Award letter. If awarded the Contract, Contractor shall deliver to OSU, a satisfactory Performance Bond and Payment Bond, each in an amount equal to one hundred (100) percent of the Contract sum, using forms provided

by OSU as shown in Attachment E ‘Performance and Payment Bond.’

### **11.11 Late Submittals**

Proposals and written notices of modification or withdrawal must be received no later than the Closing (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Closing). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Proposer to ensure OSU’s receipt of its Proposal prior to the Closing. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

### **11.12 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.

### **11.13 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.

### **11.14 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.

### **11.15 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.

### **11.16 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 State University Standards, 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.

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

### **11.18 Proposal Preparation Cost**

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

### **11.19 Proposal Cancellation**

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

### **11.20 Appeal of Contractor Selection, Contract Award**

Any Proposer who feels adversely affected or aggrieved may submit an appeal within three (3) business days after OSU issues a notice of intent to award a Contract. The appeal must be clearly identified as an appeal, identify the type and nature of the appeal, and include the Request for Proposal number and title. The rules governing appeals are at OSU Standard 03-015, Sec. 5.20.

### **11.21 Appeal of Solicitation Process**

You may submit a written request for clarification or change or appeal of particular solicitation provisions and specifications **and contract terms and conditions** (including comments on any specifications or terms that you believe limits competition) to the Chief Procurement Officer in care of Ben Baggett at the address, email or fax listed in this document. Requests and appeals must be received no later than seven days after the decisions or actions by OSU, as appropriate per Section 5.20 of the OSU Procurement Standards 03-015. Requests or appeals must state the reasons for the request or appeal and any proposed changes to the solicitation provisions and specifications and contract terms and conditions. **Requested changes to contract terms and conditions may not be considered at contract award.**

## **18.0 Termination of Agreement; Non-Availability of Funds**

OSU reserves the right to terminate a project, the Contract, or both, at any time, upon thirty days' written notice. **Please see Attachment D - OSU Sample Contract section XVI. Termination of Agreement; Non-Availability of Funds. Note: Attachment D will be added by addendum at a later date.**

## **19.0 Insurance Provisions**

During the term of the resulting Agreement, the successful proposer will be required to maintain in full force, at its own expense, from insurance companies authorized to transact the business of insurance in the state of Oregon, each insurance coverage/policy as set forth in Attachment D: OSU Sample Contract. **Note: Attachment D will be added by addendum at a later date.**

### **RFP Attachments:**

- Attachment A: Scope of Work
- Attachment B: References
- Attachment C: Cost Proposal

- Attachment D: OSU Sample Contract
- Attachment E: Federal Provisions

**End of RFP**



## Attachment A

### Scope of Work

#### System Requirements

System level descriptions:

**Cell** – The individual 3.2 V Lithium Iron Phosphate (LFP) cells.

**Module** – A packaged group of Cells.

- Estimate 8-32 modules based on capacity, mass, and geometric organization.
- Module voltage rating is between 24 Vdc and the system bus voltage.

**Sector** – A group of Modules at the system bus voltage with a dedicated high-level battery management system.

- Estimate 2-8 Sectors depending on:
  - Module capacities
  - Modularity Requirements (see below)
- A single large module may serve as a Sector if it meets the capacity, voltage, and mass requirements.

**Array** – A scalable, parallel group of Sectors at the system bus voltage, up to the total ESS capacity.

#### 1. Electrical Requirements:

- a. 250 kWh ( $\pm 10\%$ ) LFP energy storage Array.
- b. >50 kW peak power capacity in charge and discharge with full Array.
- c. System Bus Voltage Requirements:
  - i. The system bus voltage is equal to the Sector voltage and will be the interface of system charging and load power distribution.
  - ii. The system bus voltage shall be an industry standard voltage, with a minimum nominal rating of 48 Vdc.
  - iii. A future system expansion may implement an islanding 480 Vac inverter supported by the LFP battery Array and will require a higher system bus voltage.
    1. The Sectors should be reconfigurable to achieve a system bus voltage of a minimum 360 Vdc nominal, achievable by:
      - a. changing the Array configuration from a parallel group of Sectors to a series + parallel group of Sectors
      - b. increasing the number of series Modules in each Sector, thereby reducing the number of Sectors
    2. This reconfiguration will be a one-time, hardwired modification.
    3. The highest system bus voltage achievable through reconfiguration, with or without management hardware changes, should be demonstrated.

2. Communications Requirements:

- a. The system must utilize an industry standard communications interface for monitoring and control.
- b. The communication interface must provide all operational data, health monitoring, etc. to the onboard Data Server.
- c. The control interface must allow for remote operation of the system, deployed and without physical access for a minimum 5-year period.

3. Battery Management System (“BMS”) Requirements:

- a. A low-level BMS to monitor and protect individual cells against operational extremes (over/under voltage, temperature, etc.).
- b. A high-level BMS to monitor and protect each Sector against operational extremes (over-current, over/under voltage, temperature, etc.).
  - i. Sectors must have a controllable contactor at their Array interconnection point to meet modularity requirements.
    1. Preferred solution: contactor functionality is integrated with the Sector high-level battery management system.
    2. Alternate solution: contactor functionality is provided with a separate controllable interface where the Sectors interconnect.

4. Modularity Requirements:

- a. The system must allow for switching Sectors in/out to allow for the following:
  - i. Capacity scaling – scaling the installed capacity to fit deployment and charging needs.
  - ii. Fault tolerance – isolating faulted Sectors to allow for continued operation.
  - iii. Charging capability – ensure the charge system is able to achieve cell-balancing voltage.
    1. To allow for the minimum charge voltage and/or current of the system to be achieved, it may be necessary to allow charging of individual Sectors. This may be achieved by controlled switching several ways (in order of preference):
      - a. Full Array or Sector charging – allows charging of the full Array, or a disconnected subset of Sectors.
        - i. Mode 1, Full Array charging: Allows charging of the full Array to balancing if charge power exceeds load power (charging bus is connected to the load bus).
        - ii. Mode 2, Sector charging: Allows charging of a smaller group or single Sectors to balancing if charge power is limited, isolated from the load bus (Sectors are disconnected from the load bus and connected to the charging bus).
      - b. Sector charging only– same as Mode 2 above. Charging bus is isolated from the load bus.

- c. Reduced Array charging – same as Mode 1 above, except Sectors may be switched out to reduce capacity and achieve balancing voltage.
  - 2. Alternatively, provide data showing that charging without achieving the cell-balancing voltage does not affect the product design life.
- b. Each Sector must provide a pre-charge circuit, or other means of allowing a Sector with state-of-charge not matching the Array to be added in parallel. If a fully charged or depleted Sector can be added to the Array without the need for a pre-charge circuit, data must be supplied to show that the operation does not cause excessive currents, temperatures, or other undesirable results.

5. Charging Requirements:

- a. An integrated charger for the ESS shall be included which can operate on 120 Vac from an outside source with a capacity of 1-3 kW.
- b. Charging should commence when the 120/240 Vac power is supplied to the charger.
- c. Charger integration shall include that functionality listed under Modularity Requirements above.

6. Physical Requirements:

- a. Volume:
  - i. Volume should be minimized due to space restrictions in the housing.
  - ii. External dimensions of the ESS are not to exceed a horizontal cylinder 4.5' diameter x 7' length.
- b. Geometric Arrangement:
  - i. A recommended geometric arrangement and mounting concept for the Modules shall be provided that balances volumetric efficiency and wiring complexity. One possible arrangement is a cross-like section, which efficiently fills the circular cross section of the housing and allows for forklift engagement at the lower corners of the cross.
- c. Mass:
  - i. Modules should be easily maneuverable with low capacity forklift or overhead crane (maximum 300 kg each).
  - ii. Total system mass should be provided, along with the masses of major components. Cabling & accessory masses may be estimated as a combined single value.
- d. Lifting and Fastening provisions:
  - i. Modules should have lifting provisions for handling with a crane or fork lift.
  - ii. All components should have mounting provisions to secure in all orientations during shipping, installation, and deployment.
  - iii. The acceleration ratings for the mounting provisions should be provided in 6 degrees of freedom.

7. Service Life Requirement:

- a. System design life to exceed 5 years in normal operation.

- b. All required maintenance operations during these 5 years shall be specified and be achievable by via telemetry control.

### Documentation

Provide the following with supporting documentation where available (datasheets, test data, data sets, etc.).

1. Expected service life, MTBF for all components.
2. Recommended operational limits to maximize system life, including but not limited to:
  - a. Temperature
  - b. Voltage and current limits
  - c. Accelerations / physical shock
  - d. Depth of discharge and cycle frequency
3. System efficiency and capacity:
  - a. System power loss and charge/discharge efficiency in the following conditions:
    - i. Active (sourcing/sinking power), relative to charge and discharge rate
    - ii. Standby (on-line, zero power flow)
    - iii. Disabled (electrically isolated and systems powered down)
  - b. Self-discharge under all above operating conditions.
  - c. Data to characterize capacity loss with respect to calendar and cycle count, and their relationship to operating conditions such as depth of discharge and temperature.
    - i. Specify whether this is permanent or restorable capacity loss. If restorable, provide the restoration procedure.
4. Pressure venting requirements:
  - a. State the maximum conditions of pressure venting (pressure, volume, flow rate, etc.) in the event of a cell/module catastrophic failure.
5. Cooling/Heating requirements:
  - a. The housing temperature will be maintained within 0-30°C. Specify any additional heating/cooling the system may require other than passive convection cooling.
  - b. Provide an estimate of heat production in all modes of operation for the system.
6. Shipping/transportation provisions and requirements for battery components in the following:
  - a. Initial delivery
  - b. Warranty/service
  - c. Assembled system transportation via roadway in the states of Oregon and Washington

### Acceptance Testing

1. Factory Acceptance Testing (FAT) – At the completion of the design and manufacture of the ESS, Factory Acceptance Testing shall be performed to verify all design specifications and modes of operation. OSU personnel may be onsite for this testing and will verify through witness and/or analysis of results that the system is ready for delivery.

2. Site Acceptance Testing (SAT) – upon delivery of the ESS, a representative of the Supplier shall be onsite to perform/oversee unpackaging and assembly of the ESS to the same configuration as verified in FAT, and will then perform functional tests to verify system health and demonstrate the same functionality as in FAT. Upon completion of SAT, OSU personnel and the Supplier representative will confirm reception of a completed system and transfer of ownership.

**Attachment B  
References**

Use this form to provide as references current contact information for three past Projects of a similar or greater size and complexity to this Scope and that are using the equipment, methods and approach proposed and in accordance with the Scope of this RFP. Verify that the individuals identified had direct contact with the referenced project. Do not include references from any firms or individuals included in your team for this Project or any references of OSU personnel.

**REFERENCE 1**

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

**REFERENCE 2**

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

**REFERENCE 3**

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

**Attachment C**  
**Cost Proposal**

**B.1 Cost Proposal for Total Overall not to Exceed (Scored)**

The contractor shall perform the Work, directly or through the sub-contractors for a **Total Overall Not to Exceed: \$\_\_\_\_\_**.

**Proposer’s Total Overall Not to Exceed is the total of all costs to complete the Work as identified in the RFP. Proposers are required to submit additional cost detail in Section B.2 and B.3.**

**B.2 Activity Cost Schedule** (Note: While required, B.2 is not scored)

Provide a cost schedule which includes pricing to implement all activities described in the Contractor’s proposal.

The price proposal shall be divided into four pricing line items.

1. Engineering/Design Costs
2. Equipment Costs
3. Service Agreement Costs
4. Delivery

Proposers shall also specify all limitations to the cost schedule. Cost schedules shall be provided to define any additional costs and associated metrics for determining such costs.

**B.2 Cost Schedule**

	<b>Activity</b>	<b>Not to Exceed Cost</b>
1	Engineering/Design Costs	\$
2	Equipment Costs	\$
3	Service Agreement Costs	\$
4	Delivery Costs	\$
	<b>Total Overall Not to Exceed</b>	<b>\$</b>

**B.3 Equipment Cost Schedule** (Note: While required, B.3 is not scored)

Provide a cost schedule which includes equipment and major hardware components pricing for those

equipment to be utilized for the completion of the Work, including but not limited to the following:  
(Note: when pricing is not currently known, Proposer shall make informed best estimates)

**B.3 Equipment and Major Component Schedule (add lines as needed)**

	<b>Item Description</b>	<b>Price</b>	<b># of Units</b>	<b>Extended Price</b>
1	Battery Module	\$		\$
2	Management Control Hardware	\$		\$
3	Software including licenses and plans	\$		\$
4	Cabling	\$		\$



**Attachment D**

**OSU – Sample Contract**

## Attachment E

### Federal Provisions

#### FEDERAL PROVISIONS

Work under the contemplated Agreement is federally funded. Contractor must administer and monitor all such Subcontracts, or other commitments it enters into under this Agreement in accordance with the applicable federal requirements including but not limited to cost principles and the applicable federal administrative requirements.

Compliance with the following Federal Provisions will be required:

1. *Equal Employment Opportunity*—All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
2. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c) – All contracts and sub grants in excess of \$2,000 for construction or repair awarded by recipients and sub recipients shall include a provision for the compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States”). The act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)*—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. *Rights to Inventions Made Under a Contract or Agreement*—Contracts or agreements for the

performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended*—Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to Compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
7. *Debarment and Suspension (E.O.s 12549 and 12689)*— Contract awards that exceed the small purchase threshold and certain other contract awards shall not be made to parties listed on the nonprocurement portion of the General Services Administration's List of parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principals.
8. Compliance with applicable provisions national policies prohibiting discrimination: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by 10 CFR Part 1040; Executive Order 11246 [3 CFR, 1964 1965 Comp., p. 339], as implemented by Department of Labor regulations at 41 CFR Part 60; Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.); Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR Part 41 ; The Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.).
9. Compliance with applicable provisions of the following national policies concerning live organisms: For human subjects, the Common Federal Policy for the Protection of Human Subjects, 10 CFR Part 745; 10 C.F.R. Part 745; 10 C.F.R. Part 600, App. A; Uniform Relocation Assistance and Land Acquisition Policies Act, 42 U.S.C. § 4601 et seq.; 49 C.F.R. Part 24; Trafficking Victims Protection

Act of 2000, 22 U.S.C. § 7101 et seq. (see particularly § 7104(g)); 2 C.F.R. Part 175; 10 C.F.R. Part 600, Appendix A; 10 C.F.R. § 602.10(c)

10. Compliance with the following environmental laws and regulations: The Clean Water Act 10 C.F.R. Part 600, Federal Water Pollution Control Act (“Clean Water Act”), 33 U.S.C. § 1251 et seq.; 33 U.S.C. § 1368; Exec. Order No. 11,738, 38 Fed. Reg. 25,161 (Sept. 10, 1973); The Clean Air Act 10 C.F.R. Part 600, Appendix A; Air Pollution Control Act (“Clean Air Act”), 42 U.S.C. § 7401 et seq; The Resource Conservation and Recovery Act (RCRA), 10 C.F.R. §§ 600.116 and 600.149; Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (see particularly § 6962), 10 C.F.R. Part 600, App. A; Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b).
11. Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271, et seq.).
12. Compliance with Protection of Wetlands and Floodplains, 10 C.F.R. Part 1022;
13. Compliance with Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et seq.
14. Compliance with Coastal Zone Management Act, 16 U.S.C. § 1451 et seq.; 15 C.F.R. Part 930.
15. Compliance with Coastal Barriers Resource Act, 16 U.S.C. § 3501 et seq.
16. Compliance with the following lobbying laws, regulations, and policies: 10 C.F.R. Part 600, Appendix A; An Act to Prevent Pernicious Political Activities (“Hatch Act” of 1939), 5 U.S.C. §§ 1501-1508, 7324-7326; 10 C.F.R. Part 601; 31 U.S.C. § 1352.
17. Compliance with the following health and safety laws, regulations, policies, and requirements: The Public Health Service Act 10 C.F.R. Part 600, Appendix A; Title XIV, Public Health Service Act, 42 U.S.C. § 300f et seq; 10 C.F.R. Part 600, Appendix A; Drug Abuse Office and Treatment Act, 42 U.S.C. § 290dd; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. § 290dd-1; Construction Work Hours and Safety Standards Act, 40 U.S.C. § 3701 et seq.; 10 C.F.R. § 602.10(b); NIH Guidelines for Research Involving Recombinant DNA Molecules.
18. Compliance with the following domestic preference laws, regulations, and policies: 10 C.F.R. Part 600, Appendix A; Cargo Preference Act, 46 U.S.C. § 55305; 46 C.F.R. § 381.7; 10 C.F.R. Part 600, Appendix A; International Air Transportation Fair Competitive Practices Act (“Fly America Act”), 49 U.S.C. § 40118.
19. Compliance with the following project management laws, regulations, and policies: following project management laws, regulations, and policies: 10 C.F.R. Part 600, Appendix A; 31 U.S.C. § 3711; 10 C.F.R. Part 600, Appendix A; Single Audit Act, 31 U.S.C. § 7501 et seq; 10 C.F.R. § 600.31; 10 C.F.R. Part 733; 10 C.F.R. §§ 600.25 & 600.113; 2 C.F.R. Parts 180 & 901 (see particularly Subpart C Responsibilities of Participants” within each section); Paperwork Reduction Act, 44 U.S.C. § 3501 et seq; 2 C.F.R. Part 25.
20. Compliance with the following educational and cultural laws, regulations, and policies: 10 C.F.R. Part 600, Appendix A; Indian Self-Determination and Education Act, 25 U.S.C. § 450 et seq. (see particularly § 450e(b)).

21. Make a good faith effort to comply with the following policies: 10 C.F.R. Part 600, Appendix A; Exec. Order No. 12,138, 44 Fed. Reg. 29,637 (May 18, 1979) (“Creating a National Women’s Business Enterprise Policy and Prescribing Arrangements for Developing, Coordinating and Implementing a National Program for Women’s Business Enterprise”); 10 C.F.R. § 600.306; Metric Conversion Act of 1975, 15 U.S.C. § 205a et seq.; Exec. Order No. 12,770, 56 Fed. Reg. 35,801 (July 29, 1991) (“Metric Usage in Federal Government Programs”)
22. Compliance with applicable provisions of the following, national policies: Nondiscrimination in Federally Assisted Programs, 10 CFR part 1040 (45 FR 40514, June 13, 1980), as proposed to be amended by 46 FR 49546 (October 6, 1981). Nondiscrimination Provisions in Federally Assisted Construction Contracts, Part III of Executive Order 11246 (September 24, 1965), 3 CFR 1964—65 Comp., p. 345.
23. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. 4581).
24. Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. 1174). Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 *et seq.*).
25. National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321 *et seq.*), 40 CFR part 1500, as implemented by (45 FR 20694, March 28, 1980).
26. Sec. 306, Clean Air Act, as amended (42 U.S.C. 7606c).
27. Sec. 508, Federal Water Pollution Control Act of 1972 (33 U.S.C. 1251 *et seq.*); Executive Order 11738, September 12, 1973.
28. Title XIV, Public Health Service Act, as amended (42 U.S.C. 300f—*et seq.*).
29. Sec. 102(a), Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 87 Stat. 975). 10 CFR part 1022, “Protection of Wetlands and Floodplains.”
30. Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*).
31. Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451 *et seq.*) (15 CFR part 930).
32. Endangered Species Act of 1973, as amended (16 U.S.C. 1531 *et seq.*). Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*).
33. Sec. 106, National Historic Preservation Act of 1966, as amended (16 U.S.C. 470f); Executive Order 11593, “Protection and Enhancement of the Cultural Environment,” May 13, 1971, 3 CFR 1971 Comp., p. 154; Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469 *et seq.*); Protection of Historic and Cultural Properties, 36 CFR part 800.
34. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271 *et seq.*). Protection of Human Subjects, 10 CFR part 745.
35. Federal Laboratory Animal Welfare Act (7 U.S.C. 2131 *et seq.*) (9 CFR parts 1, 2, and 3). Lead-Based Paint Prohibition (42 U.S.C. 4831(b)).

36. Sec. 7(b), Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Cargo Preference Act of 1954 (46 U.S.C. 1241(b)) (46 CFR §381.7).
37. International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 1517). Executive Order 12138, “Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing, Coordinating, and Implementing a National Program for Women's Business Enterprise,” (May 18, 1979) 3 CFR 1979 Comp., p. 393.
38. Sec. 403(b), Power Plant and Industrial Fuel Use Act of 1978, (42 U.S.C. 8373(b)); Executive Order 12185 (December 17, 1979, 3 CFR 1979 Comp., p. 474).
39. Administrative and Fiscal Policy Requirements The Hatch Act (5 U.S.C. 1501-1508).
40. Federal Reports Act, as amended by the Paperwork Reduction Act of 1980, Pub. L. 96-511 (44 U.S.C. 3501 *et seq.*).
41. The Fly America Act as enacted by Title 49 of the United States Code, Subtitle VII, Part A, subpart I, Chapter 401, 40118 – Government-Financed Air Transportation.
42. Buy American and Balance of Payments Program - 48 CFR § 252.225-7001.
43. Export Controls. It is understood that the parties are subject to United States laws and regulations controlling the export of technical data and information, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including without limitation the Arms Export Control Act, as amended, and the Export Administration Act of 1979) (“Export-Controlled Materials”). The transfer of any such technology and items and the entering into and provision of such transactions and services that are subject to restrictions may require a license or authorization from the cognizant agency of the United States Government, and/or may require written assurances by the receiving party that it shall not re-export such technology and items to certain foreign destinations and/or to certain recipients without prior approval of the cognizant government agency, and/or may require that the involved individuals and entities will comply with conditions on Transactions and Services. While each party agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, neither party can guarantee or make assurances that such licenses can or will be granted. Each party agrees that it will not provide or make accessible to the other party any Export Controlled Materials without first notifying the receiving party in writing of the existence and nature of the Export Controlled Materials and obtaining the prior written agreement of the receiving party, through a duly-authorized representative, for the receiving party to receive such Export-Controlled Materials. All Export-Controlled Materials shall be conspicuously labeled “Export Controlled” together with any applicable Export Control Classification Number.