

Western Governors' Association

REQUEST FOR PROPOSAL

Amended Version November 2, 2012

(see "[Written Clarifications from 10-24-12 Pre-Proposal Conference Call & Written Inquiries](#)" for descriptions of changes herein and other information. That document is attached to the end of this amended RFP for ease of reference.)

Development of a Regional Viewer Application to Support the WGA Wildlife Corridors and Crucial Habitat Initiative

October 12, 2012

TABLE OF CONTENTS

INVITATION TO BID FORM.....	3
BIDDER COST SUBMITTAL FORM.....	4
ADMINISTRATIVE INFORMATION, TERMS & CONDITIONS.....	5-11
STATEMENT OF WORK AND PROPOSAL REQUIREMENTS.....	12-22
<u>WRITTEN CLARIFICATIONS AND RESPONSE TO INQUIRIES.....</u>	<u>23-26</u>
<u>ATTACHMENT A: WGA CONTRACT TEMPLATE WITH RELEVANT EXHIBITS</u>	

INVITATION TO BID

DATE: October 12, 2012
BID NO: 30-232-70
DIRECT INQUIRIES TO: Madeleine West, Program Director
EMAIL: mwest@westgov.org

RETURN BID TO: Madeleine West
Email: mwest@westgov.org
Subject Line: "WGA RVA Proposal Submission"

DATE BID DUE: Up until Tuesday, November 13, 2012, 2:00 pm Mountain Standard Time (MST), bids properly marked as "WGA RVA Proposal Submission", subject to the conditions herein stipulated and in accordance with the specifications set forth and/or attached hereto, will be accepted at the email address listed above. All bids shall be quoted F.O.B. destination, unless otherwise specified, to the delivery location or jobsite listed herein.

COMPETITIVE PROPOSAL FOR:
Development of a Regional Viewer Application
to Support the WGA Wildlife Corridors and Crucial Habitat Initiative

Prices shall be quoted F.O.B. destination and include delivery to the Western Governors' Association.
See attached pages for terms and conditions and proposal requirements.

IMPORTANT: Bidders should read the entire document before submitting bid.

X _____
ELECTRONIC SIGNATURE

BIDDER NAME AND ADDRESS

☐ I certify that the above electronic signature is legally binding.

NAME OF OFFICER OR AGENT OF BIDDER: _____
TITLE: _____
DATE: _____
PHONE # _____

The above bid is subject to Terms and Conditions on attached sheets.

BIDDER COST SUBMITTAL

BIDDER'S NAME

BIDDER'S ADDRESS STREET AND NUMBER

CITY

STATE

ZIP CODE

NAME OF AUTHORIZED OFFICIAL

OFFICIAL TITLE

ELECTRONIC SIGNATURE OF AUTHORIZED OFFICIAL

TELEPHONE NUMBER

E-MAIL ADDRESS

☐ I certify that the above electronic signature is legally binding.

TOTAL COST

ADMINISTRATIVE INFORMATION, TERMS & CONDITIONS

- A. ISSUING OFFICE: This Request For Proposal (RFP) is issued by the Western Governors' Association (WGA). The WGA is the sole point of contact on this RFP.
- B. INVITATION TO SUBMIT PROPOSALS: The WGA is hereby contacting prospective bidders who have an interest or are known to do business relevant to this RFP. All interested bidders who were not contacted are invited to submit a proposal in accordance with the rules, procedures and dates set forth herein. The successful bidder may be an individual company, entity, or institution, including national laboratories affiliated with the U.S. Department of Energy, or may be composed of a team of companies, entities, and/or institutions to handle the development and routine operation portions of this project.
- C. PURPOSE: This RFP provides prospective bidders with sufficient information to enable them to prepare and submit proposals for consideration by the WGA to satisfy the need for expert assistance in the completion of the goals of this RFP.
- D. SCOPE: This RFP contains the instructions governing the proposal to be submitted and the material to be included therein, including mandatory requirements which must be met to be eligible for consideration.
- E. SCHEDULE OF ACTIVITIES:
- | | | |
|----|---|-------------------------------|
| 1. | RFP Published | 10/12/2012 |
| 2. | Pre-Proposal Conference Call | 10/24/2012
(1:00 p.m. MST) |
| 3. | Prospective Bidders' Written Inquiry Deadline | 10/26/2012 |
| 4. | Proposal Submission Deadline
1 electronic pdf copy | 11/13/2012
(2:00 p.m. MST) |
| 5. | Review Committee Meeting to discuss evaluation
criteria and conduct preliminary review | 11/20/2012 |
| 6. | Review Committee Bid Evaluation Meeting | 11/29/2012 |
| 7. | Bidder Interviews (option of the WGA) | 11/29/2012 |
| 8. | Proposal Selection | 12/06/2012 |
| 9. | Contract Execution (estimated) | 1/15/2013 |
- F. INQUIRIES: Unless otherwise noted, prospective bidders may make written inquiries concerning this RFP to obtain clarification of the requirements. No inquiries will be accepted after the date/time indicated in the Schedule of Activities. Send all inquiries via email to:

Madeleine West, Program Director
Email: mwest@westgov.org

Responses to inquiries will be made in writing in a timely manner and to all prospective bidders. Any oral interpretations of clarifications to this RFP shall not be relied upon. All changes to this RFP must be in writing to be valid.

- G. PROPOSAL SUBMISSION: Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the bidder to ensure that the proposal is received by the WGA no later than 2:00 p.m. MST on Tuesday, November 13, 2012. The electronic (pdf) proposal package shall be emailed to:

Madeleine West, Program Director
Email: mwest@westgov.org
Subject Line: "WGA RVA Proposal Submission"

The WGA Invitation for Bid form must be electronically signed by the bidder or an officer of the bidder legally authorized to bind the bidder to the proposal. The signee must check the box on the form stating "I certify that the above electronic signature is legally binding." Proposals that are determined to be at variance with RFP requirements may not be accepted. The WGA will so notify the affected bidder in writing of the rejection and the reason for the rejection.

Telephone, telegraph, hardcopy or fax proposals will NOT be accepted in lieu of the electronic submission. Late proposals will not be eligible for consideration. Bidders must submit their signed cost proposal, rounded to the nearest dollar, on the proposal form that accompanies this RFP. Again, the signee must check the box on this form stating "I certify that the above electronic signature is legally binding."

- H. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL: In the event that it becomes necessary for the WGA to revise any part of this RFP, an addendum will be provided to each bidder who received the original RFP. It is the responsibility of bidders, prior to the bid date, to enquire as to addenda issued and ensure their bid reflects any and all changes. The WGA will maintain a register of holders of this RFP. Any party receiving this RFP other than from the WGA should inform the WGA of its interest in order to ensure receipt of any addenda.
- I. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the bidder prior to the established due date and time.
- J. ACCEPTANCE OF RFP TERMS: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the bidder or an officer of the bidder legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the bidder of all terms and conditions, including compensation, as set forth herein. Any bidder shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance.
- K. PROTESTED SOLICITATIONS AND AWARDS: Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may

protest to the Executive Director of the WGA. The protest must be submitted in writing within seven working days after such aggrieved person knows or should have known.

- L. COST DATA/BUDGET: Proposals must include Cost/Data/Budget providing factual information concerning the cost of labor, material, travel, overhead and other cost elements expected to be incurred.
- M. CONFIDENTIAL/PROPRIETARY INFORMATION: Any restrictions on the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the bidder with the proposal. The bidder must state specifically what elements of the proposal are to be considered confidential or proprietary. Confidential and proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential or proprietary information and other information is not acceptable. The WGA will make a written determination as to the apparent validity of any request for confidentiality and send it to the bidder. Neither a proposal in its entirety nor proposal price information will be considered confidential or proprietary. Any information that will be included in any resulting contract cannot be considered proprietary.
- N. RFP RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes property of the WGA. Proposals may be reviewed by any person after the Notice of Intent to Award letter has been issued. The WGA reserves the right to use any and all information and material presented in reply to the RFP, subject to the limitations outlined in N, above, Confidential/Proprietary Information. Disqualification of a bidder does not eliminate this right.
- O. PROPOSAL PRICES: Estimated proposal prices are not acceptable. Best and final offers cannot be considered in determining the apparent successful bidder. All work toward a deliverable task will be billed on a time-and-materials basis subject to a not-to-be-exceeded budget for each deliverable task or contract. Under 5.0 Statement of Work, proposal budgets should be broken down by task and budgeted on a time-and-materials basis. All work will be performed consistent with the schedule specified in the contract.
- P. REJECTION OF PROPOSALS: The WGA reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the WGA.
- Q. SELECTION OF PROPOSAL: All bidders will be notified in writing regarding the results of the RFP evaluation. Upon review and approval of the evaluation committee's recommendation for award, the WGA will issue a Notice of Intent to Make Award letter to the apparent, successful bidder.
- R. BIDDER INTERVIEWS: Bidders who are deemed most qualified after initial evaluation may be asked to interview with the selection committee.

- S. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal of the successful bidder, including persons specified to implement the project, will become contractual obligations if acquisition action ensues. Failure of the successful bidder to accept these obligations in a contract may result in cancellation of the award, and such bidder may be removed from future solicitations.
- T. AWARD OF CONTRACT: The award will be made to that bidder whose proposal, conforming to the RFP, will be the most advantageous to the WGA, price and other factors considered. A contract must be completed and signed by all parties concerned on or before the date indicated in the Schedule of Activities. If this date is not met through no fault of the WGA, the WGA may elect to cancel the Notice of Intent to Make Award letter and make the award to the next most responsive bidder.
- U. STANDARD CONTRACT: The WGA reserves the right to incorporate standard WGA contract provisions into any contract resulting from this RFP. WGA's written clarifications from the pre-proposal conference call is attached to the end of this amended RFP, and contains WGA's standard contract language for reference.
- V. INDEPENDENT CONTRACTOR: The bidder shall perform its duties herein as an independent contractor and not as an employee. Neither the bidder nor any agent or employee of the bidder shall be, or shall be deemed to be, an employee or agent of the WGA. The bidder shall pay when due all required employment taxes and income taxes and income tax withholding, shall provide and keep in force workers compensation (and show proof of such insurance) and employment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the bidder, its employees, and its agents.
- W. SUBCONTRACTING: If the proposal includes services supplied by other contractors, it will be mandatory for the successful bidder to identify them and to assume responsibility for their performance. The bidder's use of subcontractors shall not diminish the bidder's obligations to complete the work in accordance with the contract. Each bidder shall control, coordinate, and be responsible for the work of subcontractors. The bidder shall be responsible for informing all subcontractors of all terms, conditions, and requirements of the contract. The WGA reserves the right to approve all subcontractors prior to their assumption of duties on behalf of the bidder. The bidder shall forward to the WGA a listing of each designated subcontractor that indicates their purpose or area of participation. No changes to the staffing of the prime or any subcontractors shall be made without prior written approval by WGA.
- X. CONTRACT GENERAL TERMS: Specifications are provided to identify product/service required and to establish an acceptable quality level. Bids on products of equal quality and usability will normally be considered unless otherwise stated. The Western Governors' Association (WGA) will be the sole judge in determining "equals" in regard to quality, price and performance. Samples of product(s), when required, must be furnished free of expense to the WGA, and may upon request at the time the sample is furnished, be returned at bidder's expense. Failure to furnish brochures, specifications, and/or samples as requested may be sufficient cause for rejection of bids. A bidder's response to this RFP shall be considered as the bidder's formal offer. The WGA reserves the right to negotiate additional contract terms within

the scope of the RFP. The signing of the contract by the WGA shall constitute the WGA's written acceptance of the successful proposal.

- Y. RFP CANCELLATION: The WGA reserves the right to cancel this Request for Proposal at any time without penalty.
- Z. WGA OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: Proposals, upon established opening time, become the sole property of the WGA. All products/services produced in response to the contract resulting from this RFP will become the sole property of the WGA. The contents of the successful bidder's proposal will become contractual obligations. The project data deliverables will not be distributed, copied, or shared without the prior written approval of the WGA. WGA ownership of products/services does not extend to proprietary software and other products licensed to WGA for purposes of hosting and supporting the RVA for one year.
- AA. WARRANTY PROVISION: If warranted, the successful bidder will provide a warranty provision for the products/services resulting from this contract, for the life of the contract, starting from the date that the project deliverables are fully operational.
- BB. PATENT AND COPYRIGHT INFRINGEMENT: The bidder shall defend, protect, and save harmless the WGA, its officers, agents, and employees against all suits at law or in equity and from all damages, claims or demands for actual or alleged infringement of any patent or copyright by reason of the contractor's use of any equipment or supplies in connection with the contract.
- CC. RENEWAL OR UPGRADE FEES: Products/services resulting from this contract will not be subject to separate renewal or upgrade fees during the life of the contract and during the one-year period of hosting and support for the RVA. Licenses for proprietary software and other products included as part of the package of products/services resulting from this contract will not be subject to separate renewal or upgrade fees.
- DD. INCURRING COSTS: The WGA is not responsible for any cost incurred by bidders prior to the issuance of a legally executed contract or procurement document. No proprietary interest of any nature shall occur until a contract is awarded and signed by all concerned parties.
- EE. MINORITY PARTICIPATION: It is the WGA's goal to achieve maximum participation of minorities in the procurement process. Accordingly, minority enterprises are to be utilized whenever possible. By the submission of a proposal, the bidder shall agree to utilize the maximum amount of minority business firms that the bidder finds to be consistent with the efficient performance of any resulting contract.
- FF. NON-DISCRIMINATION: The bidder shall comply with all applicable state and federal laws, rules, and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, or sex. The bidder also shall comply with all applicable state and federal laws, rules, and regulations involving unfair labor practices.

- GG. AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS: Bidder assures that, at all times during the performance of this contract, no qualified individual with a disability shall, by reason of that disability, be excluded from participation in, or be denied benefits of services, programs or activities performed by the bidder or be subject to any discrimination by the bidder.
- HH. PARENT COMPANY: If a bidder is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number shall be provided in the proposal.
- II. CONFLICT OF INTEREST: The bidder must affirm in writing that he/she currently has no interest and shall not acquire any interest, direct or indirect, which would pose a conflict of interest in any manner or degree with the performance of services required by this RFP for the life of the contract.
- JJ. NEWS RELEASES: News releases pertaining to this RFP shall not be made prior to execution of the contract without prior written approval of the WGA.
- KK: CONTRACT CANCELLATION: The WGA reserves the right to cancel, for cause, any contract resulting from this RFP by timely written notice to the contractor.
- LL. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
1. By submission of this proposal, each bidder certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, that in conjunction with this procurement:
 - (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and,
 - (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
 2. Each person signing the Invitation for Bid form of this proposal certifies that:
 - (a) He is the person in the bidder's organization responsible within that organization for the decision as to prices being offered herein and that he has not participated, and will not participate in any action contrary to 1(a) through 1(c) above; or
 - (b) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to 1(a) through 1(c) above; and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to 1(a) through 1(c) above.

3. A proposal will not be considered for award where 1(a), 1(c), or (2) above has been deleted or modified. Where 1(b) above has been deleted or modified, the proposal will not be considered for award unless the bidder furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designees, determines that such disclosure was not made for the purpose of restricting competition.

- MM. TAXES: The WGA, as a purchaser designated as an instrumentality of the states, is exempt from all federal taxes and from all state and local government use taxes. Seller is hereby notified that when materials are purchased in certain political subdivisions, the seller may be required to pay sales tax even though the ultimate product or service is provided to the WGA. This sales tax will not be reimbursed by the WGA.
- NN. ASSIGNMENT: Except for assignment of antitrust claims, neither party to any resulting contract may assign any portion of the agreement without the prior written consent of the other party.
- OO. AVAILABILITY OF FUNDS: Financial obligations of the WGA payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the WGA.
- PP. INDEMNIFICATION: To the extent authorized by law, the contractor shall indemnify, save and hold harmless the WGA, its employees, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.
- QQ. VENUE: The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.
- RR. AMERICAN RECOVERY & REINVESTMENT ACT (ARRA) REPORTING: Funds for this work originate out of the American Recovery & Reinvestment Act. The bidder agrees to comply with all relevant ARRA reporting requirements.

STATEMENT OF WORK AND PROPOSAL REQUIREMENTS

1.0 PURPOSE AND OVERVIEW

The Western Governors' Association (WGA) is seeking a software bidder for design and development of a Web-based geospatial decision support software application. The primary purpose of the tool is to provide access to regional and state crucial habitat information associated with the WGA Wildlife Corridors and Crucial Habitat Initiative. This initiative is being implemented by the Western Governors' Wildlife Council (WGWC), a group of 17 Governors' designees. Termed the Regional Viewer Application (RVA), the application will have two primary and equal purposes. First, the RVA will serve as an early-planning stage, landscape assessment tool for industry interests considering development opportunities in the West. Second, it will support proactive, landscape-context conservation considerations associated with multi-state, cross-boundary issues in the region. In these roles, the RVA will support discovery, access, and use of region-wide data related to crucial fish and wildlife habitat, and will serve as a general planning tool for both development and conservation concerns through query, display, and analysis of regional fish and wildlife resource characteristics and interstate development issues. The RVA will also serve as a gateway for accessing more detailed state-specific data and analysis resources through the state-specific CHAT applications (see Section 2.0 below).

This RFP requests bids for design and development of version one of the RVA (RVA 1.0). The RVA 1.0 application will include a WGA branded interface and access to a suite of geospatial information viewing, query, reporting, and download functions. It will allow users to interact with data and create map and report output using an intuitive user interface. Further, the RVA 1.0 design should be inherently expandable to include new data, analysis functions and output products. *Importantly*, and to the extent possible, RVA 1.0 should build upon and be compatible with similar currently available systems and service offerings, rather than supplanting existing work in the data-sharing and landscape conservation sector. As such, WGA will consider *both* solutions proposing new systems or systems built from existing applications or platforms.

2.0 BACKGROUND OBJECTIVES

The vision of the WGWC, operating under the WGA, is to identify key wildlife corridors and crucial wildlife habitats in the West and to develop and coordinate policy options and tools for conserving those landscapes. The WGWC seeks to develop public, user friendly, online tools at both the state and regional level with consistent, west-wide information on crucial habitats for fish and wildlife, for all interested parties to use to assess landscapes and connectivity while better informing land use decisions. Termed *Crucial Habitat Assessment Tools* (or CHATs), these software applications are being designed to improve the analysis of landscape-scale energy, land use, and transportation projects as well as land conservation and climate adaptation strategies by providing consistent fish and wildlife information to potential developers, conservationists, and resource managers engaged in the early stages of development and conservation planning processes.

Most Wildlife Council member states are developing their own state-level CHAT and will maintain primary responsibility for maintenance of that application. State-level CHATs are not intended for site-specific planning, but will utilize landscape-level mapping to show crucial wildlife habitat and wildlife corridors to inform broad-scale project assessments and help identify areas that warrant finer scale analysis. CHATs will be non-regulatory, with a focus on promoting the conservation objectives of each

state wildlife agency and providing the public access to important wildlife information for use in proactive planning and decision-making processes.

In conjunction with development of the state CHAT applications, the WGWC is also pursuing the development of a regional mapping viewer (the "regional CHAT" or "Regional Viewer Application" (RVA)). While housed in each state, data utilized in the state systems will be coordinated across all jurisdictions in the West so that a regional picture of crucial wildlife habitat and important wildlife corridors will be available through the RVA. The RVA will combine individual state crucial habitat layers together as derived, single regional layers. This regional view will be useful to inform large-scale planning spanning multiple jurisdictions, and it will be particularly useful for depicting important corridors for fish and wildlife across the region. Importantly, the RVA will not replace any individual state or sub-regional viewers deemed necessary for providing important fish and wildlife information at a finer scale. However, the RVA could conveniently link to individual state CHATs or sub-regional CHATs, and individual state systems could also consume and display the regional crucial habitat layer(s).

As a complement to the state CHATs, the RVA will serve a similar and partially overlapping clientele. Primary end users will be state agencies (including state fish and wildlife agencies); federal agencies, development interests (e.g., transportation, energy generation, power transmission, and pipeline infrastructure planners); and non-government organizations (NGOs) concerned with interstate or other potential cross-boundary development activities and conservation planning opportunities. Other, yet-to-be-identified end-user groups may emerge as version one of the RVA is released and awareness of its content and functionality increases.

Additional background information about the WGA Wildlife Corridors and Crucial Habitat Initiative, as well as the vision for the RVA, can be found at: <http://www.westgov.org/initiatives/wildlife> . Pertinent documents include: *WGA Wildlife Corridors Initiative Report* (2008); *Western Governors' Wildlife Council White Paper -Version II: Western Wildlife Crucial Habitat Assessment Tool (CHAT): Vision, Definitions and Guidance for State Systems and Regional Viewer (Revised August 2011)*; and the *WGA-WGWC Crucial Habitat Assessment Tool - Regional Viewer Application System Architecture Vision (Draft, August 2012)*.

3.0 STATEMENT OF WORK

3.1 Description

WGA recognizes that implementation of the RVA concept includes several elements: (a) data development and management; (b) application development; (c) application and data hosting; and (d) application and data maintenance. This RFP is specifically focused on the software development aspects of the RVA 1.0 application, and work will not include development of any input data. It assumes that initial versions of regional crucial habitat data layers will be complete and hosted from a single designated state Wildlife Council member agency at the start of the period of performance, and will be made available to the bidder in a recognized industry standard geospatial data format. At this time, WGA does not have a designated host for the RVA 1.0 application; as part of the Statement of Work, the successful bidder will be asked to develop options and recommendations for both initial and long-term application and data hosting (including estimated future costs) (see Section 3.3 for details).

Application specifications (Section 3.2) and task descriptions (Section 3.3) are intended to provide a general framework for conducting the Statement of Work. However, WGA is seeking the expert insights of bidders on how best to achieve the overall objectives of the desired software application. As such, bidders are expected to describe application development approaches that support this general framework and can realistically be accomplished within the constraints of available funds and contract time. Proposals must present the bidders' current thinking in sufficient details to demonstrate their understanding of the issues and the soundness of their approach to meet the application development objectives.

3.2 Application Specifications

Data Content: RVA 1.0 will contain a significant collection of operational thematic geospatial data layers, other reference geospatial data layers, and metadata documentation, along with ancillary non-spatial data and information such as textual documentation and imagery. This section contains a preliminary description of anticipated data content for the RVA 1.0. A final list will be determined in partnership between the WGA and the selected software bidder during the design process (described as Task One in Section 3.3 below). Development of new data content or metadata will not be included in any part of this Statement of Work.

The primary operational (i.e., dynamic, query-able) layers contained within the application will include the region-wide Tier 1 crucial habitat data aggregated according to a standardized, regionally consistent hexagonal grid. These layers, provided by the states, will describe information on relative rankings of crucial habitat based upon the five Tier 1 data categories outlined in the *Western Governors' Wildlife Council White Paper -Version II: Western Wildlife Crucial Habitat Assessment Tool (CHAT): Vision, Definitions and Guidance for State Systems and Regional Viewer (Revised August 2011)*.

In addition to the aggregated crucial habitat layers, RVA 1.0 may host aggregated Tier 1 input data that were used to derive the aggregated crucial habitat layers, at the discretion of the WGWC. RVA 1.0 will not display sensitive species data (i.e. species occurrence data). The RVA may also contain other region-wide operational data layers, such as land management status, protected areas, watershed boundaries, hydrography, transportation, or other standard data layers that may be useful in the land-use decision making process. Finally, the RVA will contain standard reference base map data, hosted either locally or through mapping services, that includes scale-dependent satellite and aerial imagery, terrain, topography, and other general reference information. Metadata communicating accuracy, uncertainty, and appropriateness of use will be tightly linked to all geospatial and ancillary datasets and made accessible via both selection and query functions.

System Functionality: RVA 1.0 will be built using web service-based geospatial technologies to host applications and data services for public access and use. A customized, WGA-branded user interface will be a major component of the completed tool. To the extent possible, the RVA 1.0 application will be interoperable with existing state CHATs (i.e., those completed and publically available as of January 1, 2013) via mutually accessible mapping services and one-directional redirects to the state-specific applications.

RVA 1.0 functionality elements will include, but are not limited to, the following:

- User interface: a user interface is required that must be intuitive, easy to use, easy to learn, and accessible by the non-technical user.
- Display: the requirement is for high quality, dynamic two-dimensional map visualizations, supporting multiple layer overlay viewing, feature identity query, and attribute table and metadata viewing. Navigational functionality will include standard pan and zoom, as well as a locator gazetteer (geography query to be determined).
- Query: the application will support both user-defined spatial proximity queries and tabular queries using operational geospatial data layers.
- Reporting: Preformatted onscreen summary text and tables will be associated with selected queries. Dynamic linkages should be maintained between map displays and reports such that reports can be generated by “clicking” on certain geographic units (e.g., watershed, state, etc.). The specific content and format of these reports will be determined during the design process (described as Task One in Section 3.3 below). End users must be able to output reports in a format or formats usable for presentations.
- Data access and download: geospatial data layers unique to the RVA will be made available as mapping services for use in other compatible applications and users will be provided with the ability to download certain ‘unique’ region-wide data layers, either for the entire region or for a smaller, user-defined area of interest via a ‘clip, zip, and ship’ process.

3.3 Tasks

Task 1. Collaborative Design Process with RVA Work Group and WGA Staff

The bidder will be responsible for co-leading, with WGA, a participatory process to develop the Architecture Design Plan for RVA 1.0 (also known as the "design document"). The process will include a kick-off meeting with WGA staff and RVA work group members within the first three weeks of contract, to be held in Denver, CO and/or via Webinar. WGA will facilitate the meeting and will also be responsible for meeting invitations and logistics. 10 days prior to this meeting, the bidder will provide a list of foundational questions to WGA regarding state-specific data content that could be used to populate the RVA.

Task 2. Architecture Design Plan and Schedule

The bidder will prepare the Architecture Design Plan for RVA 1.0 and schedule for delivery, both of which reflect the elements presented in the background information provided and identified in the collaborative design process. In addition, the document shall address the issue of scalability within the scope of the project. That is, the design, while limited to a finite set of data to support the prototype, should not be limited and the prototype application should support the addition of new data and application services. The design document shall include but will not be limited to:

- application user interface design and wire (navigation) diagram
- screen mockups of representative reports and visualizations
- final list of data services
- description of technologies used
- hosting of and support for the RVA for 1 year
- work plan and schedule

A preliminary Architecture Design Plan for RVA 1.0 will be made available to the WGA six weeks after contract award for a one-week review and comment period. The vendor shall submit the final

design document to WGA within ten weeks of the start of the contract period. The schedule must incorporate the dates below in tasks 5-7.

Recognizing for Task 1 and Task 2 the potential benefits of agile software development methods, WGA will consider alternate time-to-completion periods for Task 1 and Task 2 with justification being provided in the proposal for departure from the original RFP requirements and assurance that the October 1, 2013 hard deadline associated with Task 5 will be met.

Task 3. RVA Application Prototype

The bidder shall deliver a working prototype (beta version) of the RVA application according to the schedule established under task 2 above, including a two-week review and comment period by WGA prior to beta testing under Task 4.

Task 4. Beta Testing and Feedback

Following delivery and approval of the working prototype, the bidder shall conduct a beta testing review period (minimum one month) with WGA, the Wildlife Council, the Council's technical staff and its Stakeholder Advisory Group among others. The bidder shall provide a report summarizing the results of the beta test, within two weeks of conclusion of the beta test period.

Task 5. RVA 1.0 Completion, **Deployment** and Public Release

Based on assessment of beta testing feedback and further WGA and RVA work group input, the bidder will modify the RVA prototype and finalize as version 1.0 for **deployment** and public release in the manner specified in the design document by no later than October 1, 2013.

Task 6. Recommendation Report for Long-Term Hosting and Maintenance

The bidder will develop and present a report to WGA with alternatives and recommendations for the long-term hosting and maintenance of the RVA application by October 15, 2013. This will include details on hardware and software requirements over time, data storage and ongoing cost estimates. A preliminary draft of the guide will be made available to the WGA for a one week review and comment period prior to finalizing the document.

Task 7. Users Guide and Technology Transfer Activities

The bidder will develop a users' guide document (in modifiable, digital format) to be used for learning navigation and use of the RVA 1.0 application. A preliminary draft of the guide will be made available to the WGA for a one week review and comment period prior to finalizing the document (minimum two weeks prior to public release).

By October 30, 2013, the bidder will offer a half-day roll-out and training session on the RVA 1.0 application for Wildlife Council members and their technical leads via Webinar or at WGA offices in Denver, CO, or located in conjunction with a regularly scheduled Wildlife Council event.

Once the RVA 1.0 application has been made publically accessible, the bidder will develop and present a one-hour webinar to be offered to WGA stakeholders no more than three times over a three-week period prior to the end of the contract.

Task 8. Project Management and Reporting

In addition to the initial project kick-off meeting (Task 1), the bidder may be required to conduct project management teleconference meetings with WGA no more than every two weeks during the

period of the contract. Meeting minutes, records of decisions and action items will be provided to WGA within three working days following the meeting.

In addition to the Task 7 roll-out training and public webinar sessions, a demonstration of the prototype RVA application will be delivered to WGA prior to the beta testing period.

A draft final report detailing completion of all tasks shall be delivered to WGA no later than 45 days prior to the end of the contract period to allow time for review and subsequent report revisions.

4.0 DELIVERABLES AND SCHEDULE

4.1 Deliverables By Task

- Task 1
 - ✓ Design Process Kick-Off Meeting (On-site or webinar) and list of foundational state data questions 10 days in advance
- Task 2
 - ✓ Architecture Design Plan [for RVA 1.0](#) (report document)
- Task 3
 - ✓ RVA prototype demonstration
- Task 4
 - ✓ Beta Test Report
- Task 5
 - ✓ RVA 1.0 application completed
- Task 6
 - ✓ Hosting & Maintenance Recommendations (report document)
- Task 7
 - ✓ Users Guide (report document)
 - ✓ Wildlife Council Training (on-site + copy of presentation materials)
 - ✓ Stakeholder webinar (three repeat session + copy of presentation materials)
- Task 8
 - ✓ Written summaries of teleconference meetings
 - ✓ Final Report (report document)

4.2 Schedule

The period of performance for completion of all tasks is December 31, 2013. Unless specified in the task descriptions above (Section 3.3), milestones and deadlines for required task activities and milestones will be finalized as part of completing Task 2 (Architecture Design Plan and Schedule).

Upon approval of the Architecture Design Plan and Schedule, modifications of milestones and deadlines will require mutual agreement between WGA and the development partner.

5.0 BUDGET

The WGA is expecting project costs to not exceed \$125,000, inclusive. This amount represents WGA's currently available funding for this project. Bidders may suggest strategies for leveraging this amount to secure additional funding for the effort in partnership with WGA. Bidders suggesting such strategies should include specific details in their proposal.

The bidder's price quote should include a separate firm-fixed-price for each of the tasks listed in the Statement of Work. Labor costs (hours and rates), travel and other direct costs should be provided in tabular format for each task, accompanied by a supporting narrative explanation of the level of effort required for completion.

6.0 PROPOSAL

Any response to the RFP must provide the following information as it relates to the Statement of Work:

- A. The bidder shall address its understanding of the work, including creativity and thoroughness shown in understanding the objectives of the Statement of Work and specific tasks, and planned execution of the project. The bidder's solution must demonstrate a thorough understanding and proven expertise and experience performing similar activities.
- B. The bidder shall address specific methods and techniques for completing each discrete task, including level of effort required for completion, quality assurance and customer-service.
- C. The bidder shall propose potential short-term (i.e. first-year) application hosting solutions, including estimated costs and specifying whether or not such costs are included the proposal budget.
- D. The bidder shall address anticipated potential problem areas, and risks and creativity and feasibility of solutions to problems and future integration of new processes, procedures and technology enhancements as they may affect the project.
- E. The bidder shall address an understanding of project logistics and schedule time constraints.
- F. The bidder shall address the qualifications of personnel who would be assigned to the project. Partnerships and other teaming are acceptable as a means to develop an appropriate blend of resources for this project.
- G. The bidder shall indicate if any *technical* assumptions have been made, conditions have been stipulated or exceptions have been taken with the Statement of Work as written.
- H. The bidder shall provide a description of the experience and capability for each of the key personnel on proposed project team. Descriptions shall address such items as the individual's background, education, work experience, and accomplishments. Resumes are limited to one page each.
- I. The bidder shall provide a [Related Experience Statement](#) that demonstrates relevant contracts performed by the bidder's organization [currently and](#) within the last three years. [\(See 6.8 below\)](#)

Proposal narratives should address the subjects identified above and should not exceed 15 single-sided pages in length (minimum 12 point font), exclusive of key staff resumes, [table of contents, cover page, Related Experience Statement](#), budgets and accompanying budget explanation. Any narrative documentation exceeding the 15-page limit will not be evaluated. Complete proposal packages should be submitted electronically by email in a single PDF format file.

6.1 Amendments to the RFP

The WGA reserves the right to issue amendments in the form of addenda to this RFP prior to the date for proposal submissions. All persons known by the WGA to have received the RFP will be sent any and all amendments. Failure to acknowledge receipt of the amendments in accordance with the instructions contained in the addenda may result in proposals being rejected. The WGA will allow a reasonable time for the acknowledgment of receipt following issuance of the amendments.

6.2 Submission of Proposal

All proposals must be received via email to Madeleine West, Program Director, mwest@westgov.org, on or before 2:00 p.m. MST on Tuesday, November 13, 2012.

Acknowledgment of the bidders' submission will occur on November 14, 2012 or as soon as possible thereafter.

Bids should be formatted as a single pdf document and should be emailed with the subject line: "WGA RVA Proposal Submission."

Telephone, telegraph, hardcopy or fax proposals will NOT be accepted in lieu of the electronic submission. Late proposals will not be eligible for consideration. Bidders must submit their signed cost proposal, rounded to the nearest dollar, on the proposal form that accompanies this RFP.

6.3 Modification of Proposal

Proposal modification by amendment will be accepted on conditions that:

- 1) The amendment arrives before the deadline for proposal submittal;
- 2) The amendment is received electronically from the bidder; and
- 3) The proposal, as amended, conforms in all aspects to the requirements in this RFP.

6.4 Withdrawal of Proposal/Mistakes in Bid

Proposals may be modified or withdrawn by the bidder prior to the established due date and time.

6.5 Disqualification of Bidders

The WGA reserves the right to reject any and all proposals in writing, before or after the opening, for evidence of conditions including but not limited to collusion with intent to defraud or other illegal practices on the part of the bidder.

6.6 Non-Conformance

Any proposal that does not conform to all of the requirements of the RFP may be rejected. The WGA will so notify the affected bidder in writing of the rejection and the reason for the rejection.

6.7 Statement of Financial Condition

The bidder shall provide a statement regarding its financial viability. Any submission is subject to review by the WGA and acceptance or rejection is at the discretion of the WGA.

The WGA reserves the right to ask for additional information concerning financial responsibility. If a bidder unreasonably fails to provide such information, the WGA may find the bidder to be non-responsive.

6.8 Related Experience Statement

The proposal must contain a bidder's experience statement as described below:

- 1) The bidder must provide a list of previous (last three years) and current contracts of a similar nature, if any, which were awarded to the bidder by a governmental agency and/or the private sector. The statement should provide details on the bidder's management ability as well as its technical expertise and a listing of its projects and accomplishments.
- 2) The bidder must include the following in each contract described above:
 - a. Contract duration, including dates;
 - b. Geographic area served; and
 - c. Name, address, and telephone number of the contracting agency which may be contacted for verification of all data submitted.

6.9 Pre-Proposal Conference Call/Questions and Answers

A Pre-Proposal Conference Call will be held at 1:00 p.m. Mountain Time on Wednesday, October 24, 2012. The call in number is 720-897-4567; Meeting ID: 057. The purpose of this call is for prospective bidders to ask questions of WGA on specific items in this RFP.

The WGA will accept written questions on specific items in this RFP via email to Madeleine West, Program Director, mwest@westgov.org, through the close of business Friday, October 26, 2012. The WGA will provide written answers to all written questions as expeditiously as possible to all persons and entities known by the WGA to have received this RFP. Responses to questions will become a part of the RFP.

Any corrections or necessary revisions that are identified will result in a formal amendment to this RFP, which will be provided to all persons and entities known to have received this RFP.

6.10 Evaluation of Proposals

An evaluation committee will be established to evaluate all proposals in accordance with the evaluation factors stated in this RFP. After the initial review of the proposals by the evaluation committee, the bidders may be asked to make a live web-based presentation in support of their proposals (not to exceed one hour in length). These presentations would be conducted on November 29, 2012. Upon final consideration, the evaluation team will make a

recommendation to the WGWC and WGA Executive Director, who will make the final decision.

The evaluation committee is responsible for developing a final ranking of each proposal and recommending that the bidder deemed to be in the best interest of WGA be awarded the contract. In this capacity, the committee will:

- 1) Rate each proposal on the criteria; and
- 2) Develop a final ranking of each proposal with a narrative that addresses pertinent points and issues.

All proposals will be evaluated based on the following criteria with a percent weighting for each criteria as indicated:

Completeness and clarity of the proposal: demonstrated understanding of the work, including creativity and thoroughness shown in understanding the objectives of the Statement of Work and specific tasks, and planned execution of the project 10%

Methods: bidder's approach should address development of an application that is intuitive for the user, scalable, and maximizes the use of existing geospatial technologies and databases; to the extent possible, proposed solutions should build upon and be compatible with similar currently available systems and service offerings, rather than supplanting existing work in the data-sharing and landscape conservation sector 29%

Technical expertise: demonstrated technological expertise in geospatial information services, user interface design and development, and project management, including experience in developing geospatial technologies that support landscape conservation and resource management information needs 15%

Personnel qualifications: demonstrated currency, quality and depth of experience of individual personnel in managing and working on similar projects 7%

Experience with similar projects: proven track record in building effective, Web-based geospatial tools and user-friendly interfaces; demonstrated ability to work with public agencies in wildlife conservation and management field 15%

Organizational capacity: evidence that the organization has current capabilities and abilities to marshal the resources to complete this project in the time frame available 7%

Project management & schedule: demonstrated understanding of project logistics and time constraints; quality and effectiveness of project management and allocation of personnel and resources; ability to address anticipated potential problem areas, and creativity and feasibility of solutions to problems and future integration of new processes and technology enhancements 7%

Cost: bidder's price assumptions, hours and mix of labor, and whether the total price is reasonable to perform the requirement in relationship to the bidder's quoted solution; offers of

in-kind (no cost to the WGA) services from the bidder's organization, which will be reviewed under established WGA procedures 10%

6.11 Award of Contract

The contract shall be awarded to the responsible bidder determined to be the most advantageous to the WGA based on the evaluation factors set forth in Section 6.10 of this RFP. After proposals are opened, meetings may be held with the bidders determined to be the most responsive. Discussion may be held to clarify requirements and to make minor adjustments in services to be performed and in related costs. Any change to the proposal shall be submitted/confirmed in writing by the contractor.

Before an award can be made to a bidder, the WGA reserves the right to reject any and all proposals or waive any minor non-substantive irregularity in proposals received. Upon selection of a proposal, the WGA will issue a Letter of Intent specifying a date by which a contract must be executed.

In the event the bidder the evaluation committee has determined to be the most advantageous withdraws their proposal, the award shall be given to the next declared most advantageous bidder as determined by the evaluation committee.

6.12 Contract Duration

The WGA expects to execute a contract on or around January 15, 2013. The period of performance will be consistent with that outlined in Section 4.2 of this RFP.

6.13 WGA Preference

Any or all proposals may be rejected in whole or in part if the executive director determines in writing that such action is in the WGA's best interest.

6.14 Proposal Confidentiality

The contents of all proposals, correspondence, working papers, and any other medium that discloses any confidential aspect of the proposal shall be held in the strictest confidence until notice of intent to award.

A register of proposals will be developed by the evaluation committee, providing a bidder name and description of that proposal. This register of proposals will be made public only after the contract is awarded. Confidential information submitted with proposals shall be readily separable and accompanied by a written request of confidentiality.

Written Clarifications from 10-24-12 Pre-Proposal Conference Call & Written Inquiries

November 2, 2012

Clarifications to Request for Proposal from 10-24-12 Pre-Proposal Conference Call

ADMINISTRATIVE INFORMATION, TERMS AND & CONDITIONS

B. INVITATION TO SUBMIT PROPOSALS

Clarified that successful bidders may include the national laboratories affiliated with the U.S. Department of Energy.

O. PROPOSAL PRICES (and STATEMENT OF WORK AND PROPOSAL REQUIREMENTS 5.0)

Section O states that all work will be billed on a "time-and-materials basis subject to a not-to-be-exceeded budget for each task." Section 5.0 requests a budget with firm-fixed prices for each task, as well as information on labor rates and estimated hours. WGA expects the contractor's budget to be billed on a time-and-materials basis, but is requesting in the proposal a budget breakdown by task to assess level of effort required for the task, as well as personnel involved. WGA understands that budget adjustments between tasks may be necessary once the project commences.

U. STANDARD CONTRACT

WGA has provided in this document its standard contract template along with the relevant, substantive exhibits. (See below).

Z. WGA OWNERSHIP OF CONTRACT PRODUCTS/SERVICES (AND CC. RENEWAL OR UPGRADE FEES)

Clarified that although all products and services produced in response to the contract resulting from the RFP become property of WGA as per Z, this ownership does not extend to the proprietary software and other products licensed to WGA for purposes of hosting of and support for the RVA for a one-year period as described in CC. Also clarified that products and services will not be subject to separate renewal and upgrade during the one-year period of hosting and support for the RVA.

STATEMENT OF WORK AND PROPOSAL REQUIREMENTS

3.3 Tasks

Clarified in Task 1 that contractor is expected to help co-lead the collaborative process kick-off meeting with WGA. WGA will otherwise facilitate the meeting and will also be responsible for meeting logistics and invitations.

Clarified in Task 1 that the design document that is to be developed is the same document referred to in Task 2 as the "enterprise architecture design plan document." Only a single document is to be delivered out of Task 1 and 2 and it will be known as the "Architecture Design Plan for RVA 1.0".

Recognizing for Task 1 and Task 2 the potential benefits of agile software development methods, WGA will consider alternate time-to-completion periods for Task 1 and Task 2 with justification being provided in the proposal for departure from the original RFP requirements and assurance that the October 1, 2103 hard deadline associated with Task 5 will be met.

Clarified in Task 5 that the term "installation" should be deleted and replaced by the term "deployment."

6.0 I. Proposal (and 6.8 Related Experience Statement)

The description of past performance in I. is clarified such that it is the same as the Related Experience Statement in 6.8. The Related Experience Statement is clarified by limiting it to the last three years of relevant contracts. Finally, clarification made (see below for 6.0) that Related Experience Statement is not part of the 15-page limit for the proposal.

6.0 Proposal (last paragraph re: page limit)

15 page limit for technical substance of proposal remains. Items NOT included in 15-page limit clarified to include:

Staff Resumes
Budgets
Budget Explanation
Table of Contents
Cover Page
Related Experience Statement

6.10 Evaluation of Proposals

WGA has established the following weighting for the proposal evaluation factors:

Completeness and clarity of the proposal: 10%

Methods: 29%

Technical expertise: 15%

Personnel qualifications: 7%

Experience with similar projects: 15%

Organizational capacity: 7%

Project management & schedule: 7%

Cost: 10%

WGA Response to Written Inquiries

1. How will edge matching of state-level datasets, identified in response to the foundational questions in Task 1, be handled and by whom? Will the contractor have any role in reconciling edge matching issues?

Edge matching of the region-wide Tier One layers (see WGWC CHAT White Paper) will be completed by the states as part of the crucial habitat aggregation process prior to delivery to the software development partner. With regard to other datasets that may be identified in the Task 1 process, every effort will be made to identify seamless region-wide sources for these data. In cases where edge-matching is required, a determination will be made on the feasibility of completing such work in a cooperative manner among the states and the software development partner. If such work is not feasible under the time and fiscal constraints of the project, those data sets will be excluded from the RVA 1.0 application.

2. Are there any existing systems that WGA considers a good model for the RVA?

The following is a non-comprehensive list of existing applications and development platforms identified by the RVA Work group as representative of existing decision support tools being effectively applied in the wildlife conservation arena. Neither inclusion nor order in any way implies ranking in value, effectiveness or desired functionality for the RVA.

Arizona CHAT

California CHAT

Montana CHAT

Washington CHAT

Wyoming CHAT

American Wind Wildlife Institute / TNC Wind and Wildlife Landscape Assessment Tool

Conservation Biology Institute Data Basin

ESRI ArcGIS Online

UC-Santa Barbara Marine Science Institute SeaSketch

NatureServe LandScope

3. How many states have completed mapping of their Tier 1 habitats?

16 states are currently developing and mapping their Tier 1 data and draft maps will be available to the software development partner by the start of the contract.

4. What is the expected full extent of the RVA map, i.e., which states will be covered?

The following states are expected to be included in the full geographic extent of the RVA map: Alaska, Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, and Wyoming.

5. We do not expect that WGA will provide data layers for the Common Habitats or Habitat Significance Unknown categories. Can WGA confirm this assumption?

States are identifying areas of unknown habitat significance and will provide that data to the software development partner. Where common habitat information is not provided by the states, the software development partner will not be expected to include it in RVA 1.0.

6. Will WGA provide any guidance prior to the Proposal Submission Deadline regarding which specific thematic and reference data layers, and textual documentation and imagery (Section 3.2 of the RFP) might be included in the RVA? We recognize that WGA intends to develop a final list with the selected contractor, but the breadth of data types to be included will influence the development of a proposal and associated costs.

Current guidance is provided in the supporting documents referenced in the RFP and available online at: <http://www.westgov.org/initiatives/wildlife> . Pertinent documents include: Western Governors' Wildlife Council White Paper -Version II: Western Wildlife Crucial Habitat Assessment Tool (CHAT): Vision, Definitions and Guidance for State Systems and Regional Viewer (Revised August 2011); and the WGA-WGWC Crucial Habitat Assessment Tool - Regional Viewer Application System Architecture Vision (Draft, August 2012).

7. It is unclear which regional data layers WGA will supply for the RVA. Our assumption is that if the habitat classification described in the August 2011 WGWC Definitions and Guidance document were prioritized, they would be placed in the following order:
 - a. Crucial Habitat, Category 1
 - b. Important Wildlife Corridors, Category 1
 - c. Crucial Habitat, Category 2
 - d. Important Wildlife Corridors, Category 2
 - e. Crucial Habitat, Category 3
 - f. Important Wildlife Corridors, Category 3

All of the Tier 1 datasets will be available during the RVA development process, but it is unclear at this time what data will be made publically available through the RVA. That is the purpose of the kick-off meeting and foundational questions in Task 1. Any prioritization required would be determined through that process as well.

WGA Contract Agreement Template

Contract Number: **30-232-**_____

CFDA #: **81.112**

Funds made available via DOE Grant #: **DE-OE0000422**

Contractor: _____

Contractor's Tax ID: _____

Project Manager Contact:

(responsible for reporting)

Address:

Address:

Phone: _____

Email: _____

Phone: _____

Email: _____

This Agreement is made this ____ **day of** _____, **201**_ (Effective Date), by and between the Western Governors' Association (WGA) and _____ (Contractor) in accordance with the terms and conditions set forth below.

WORK

Contractor shall perform the work described in **Exhibit A: Scope of Work** under DOE cooperative agreement DE-OE0000422.

SCHEDULE

Contractor shall perform the Work in accordance with the schedule described below:

Work under this Agreement shall begin on _____, **201**_ *and end on*
_____, **201**_.

COMPENSATION

WGA shall pay Contractor the compensation described below for the performance of the Work.

ATTACHMENT A

1. *Funding is provided by DOE under the American Recovery and Reinvestment Act (ARRA) DOE grant DE-OE0000422 dated 4/30/2010 (CFDA#81-112).*
2. *Compensation is pursuant to **Exhibit B: Budget**, for the duration of the project.*

TRAVEL

Contractor will adhere to federal travel standards. Travel funds not expended by the end of the period of performance of this contract may be recovered by WGA.

SPECIFIC TERMS AND CONDITIONS

As a subrecipient of the “Resource Assessment and Interconnection-Level Transmission Analysis and Planning – Western Region” under Cooperative Agreement DE-OE0000422, the contractor is subject to the **Special Terms and Conditions – Exhibit C**. In addition to the specific reporting requirements below, Subrecipients are required to acquire a DUNS number and register with Central Contractor Registration (<https://www.bpn.gov/ccr/> - DUNS numbers can be attained via this website).

Reporting required by WGA and in **Exhibit C: Special Terms and Conditions** are as follows:

1. Progress Report filed with WGA Semi-Annually, 10 days after the period ending December 31 and June 30. See **Exhibit D: Reporting Instructions** for format. See **Exhibit G: Reporting Deadlines** for schedule.
2. American Recovery and Reinvestment Act Reporting filed Quarterly 10 days after the end of the reporting period. For detailed instructions see: <http://www.FederalReporting.gov> (See **Exhibit C: Special Terms and Conditions**).
3. Invoice requests must show approved budget, current and cumulative expenses to be reimbursed (**Exhibit F: Invoice Form 2121**). Final invoices are due no later than 85 days after the contract end date.

Compliance with all conditions of this contract, including, WGA and DOE reporting requirements noted above, are a precondition to reimbursements or subsequent disbursement of funds.

If there are any inconsistencies between the General Terms and Conditions of this contract and the Specific Terms and Conditions, found above and in **Exhibit C: Special Terms and Conditions**, then the latter controls.

GENERAL TERMS AND CONDITIONS

1. **Performance:** Contractor shall perform the Work safely, in accordance with the highest standard of care, skill, and diligence provided by a professional person or company in performance of work similar to the Work, and all Work shall be of good quality and free from faults and defects. Time is of the essence for this Agreement, and Contractor shall perform the Work in accordance with the Schedule. Although the Work may be interrupted, altered, delayed, or accelerated due to weather, the conduct of WGA's business operations, governmental regulation, or similar conditions, except as set forth in Section 3, no changes in the Schedule or Compensation shall be made as a result thereof.

2. **Payments:** No less frequently than quarterly and no more frequently than semi-monthly, Contractor shall submit to WGA a signed request for payment using WGA Form 2121 for Work performed, together with such other data as WGA reasonably requires. Undisputed invoices shall be payable within 60 days after receipt of a request by WGA. If WGA determines that any portion of the Work fails to comply with the requirements of this Agreement, WGA shall notify Contractor in writing and Contractor shall promptly correct, at Contractor's sole expense, any such Work to WGA's satisfaction. If Contractor does not correct such defects to WGA's satisfaction within a reasonable period of time, WGA may retain another contractor to correct or perform the Work in question, and no Compensation shall be due to or claimed by Contractor for any Work so corrected. WGA may withhold from the Compensation (a) all amounts disputed in a particular invoice until such dispute is resolved, and (b) such additional sums as are reasonably necessary to protect WGA against any loss or damage which may result from any negligence of Contractor or any Work which fails to comply with the requirements of this Agreement. WGA's payment of any invoice shall not be construed as WGA's acceptance of the Work, acknowledgment that the Work is complete and in conformity with this Agreement, or as a waiver, release or settlement of any claims or rights WGA may have against Contractor. Upon payment of any invoice, the Work covered shall become the sole property of WGA. Upon final payment on the Work, Contractor shall execute and deliver to WGA a release of all claims against WGA, its officers, agents and employees arising under, or by virtue of, this agreement. After inspection sufficient to satisfy WGA that the Work has been completed in full compliance with this Agreement, WGA shall provide Contractor with written acceptance of the Work. Within 60 days following such written acceptance, WGA shall pay Contractor the remaining balance due to Contractor under this Agreement.

3. **Change Orders:** If either party proposes that changes be made in the scope of Work or the Schedule, Contractor shall submit a written change order request with the complete description of the proposed change, a statement of cost, revised Schedule impact, and any other information requested by WGA. Contractor bears all risks of performing, and WGA shall be under no obligation to pay for, any changed Work without prior written approval of WGA of the changes, which approval may be given or withheld at WGA's sole discretion.

4. **Compliance with Laws, Safety:** Contractor shall give all necessary notices, secure all necessary permits, and comply with all applicable WGA, federal, state, and local laws, ordinances, rules and regulations relating to the Work including, without limitation, all nondiscrimination in employment, safety, health, and environmental laws, rules, and regulations.

ATTACHMENT A

5. **Subcontracts and Assignments:** Contractor shall not delegate or assign any of Contractor's obligations or rights hereunder or subcontract any of the Work to an agent or subcontractor unless such delegation, assignment or subcontract is with the prior written consent of WGA, made subject to the terms of this Agreement, and any agent or subcontractor accepts in writing the terms and conditions of this Agreement as if it were Contractor hereunder. Any such approved delegation, assignment or subcontract shall not relieve Contractor of Contractor's obligations hereunder.

6. **Independent Contractor:** Contractor, in the performance of the terms of this Agreement, is an independent contractor, and not an agent or employee of WGA. Neither party may enter into any contract on behalf of the other or otherwise attempt to bind the other party in any manner whatsoever without written authority from such other party, and any such contract entered into without such consent shall be void. Nothing in this Agreement may be construed to establish any other relationship between Contractor and WGA including partnership, joint venture, principal/agency or employer/employee.

7. **Records and Audit Requirements:** The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in performing the Work and shall make such material available at all reasonable times during the Performance Period and for five years from the date of final payment to Contractor under this Agreement, for inspection by WGA, the funding agency, the Comptroller General of the United States, and/or any of their duly authorized representatives. Contractor promptly shall reimburse WGA for any expenditures judged by an audit conducted by any of the above to be not in compliance with the requirements of the applicable OMB circulars. Contractor shall include the provisions of this paragraph in any subcontract executed in connection with this project.

8. **Insurance:** (*NOT APPLICABLE*) Contractor shall, and shall cause any subcontractors to, carry and maintain in effect the insurance coverage set forth on ***Exhibit C*** at all times while performing the Work. Prior to commencing the Work, Contractor shall provide WGA with current insurance certificates evidencing these required coverages, and at least 30 days' advance written notice to WGA of the cancellation or material alteration of such policies. At WGA's request, Contractor shall provide WGA with evidence that the insurance coverages are being maintained. Contractor shall pay any deductibles, and all insurance shall be primary, without right of contribution by any insurance carried by WGA. Contractor shall comply with all financial responsibility standards required by applicable law.

9. **Termination:** WGA may terminate this Agreement upon delivery of written notice to Contractor, and termination of this Agreement shall be effective on the date specified in such notice. Upon such termination, WGA shall pay Contractor for all Work done in accordance with this Agreement, and if Contractor is not in breach of this Agreement, the reasonable cost of terminating existing approved subcontracts, and reasonable demobilization costs agreed to in writing by WGA, and Contractor shall not be entitled to Compensation for any Work performed or expenses incurred after the effective date of such termination, or for the Work performed or expenses incurred between the date of the notice of termination and the effective date of termination, unless such Work and expenses are approved in advance in writing by WGA. Contractor shall not be relieved of liability to WGA for damages sustained by WGA by virtue of any breach of this Agreement by Contractor and WGA may withhold any payments to Contractor for the purpose of set-off for damages caused by Contractor.

ATTACHMENT A

10. **Limitation of Damages:** WGA shall not be liable for any indirect, incidental, or consequential damages arising out of or in connection with this Agreement or the performance of the Work.

11. **Notices:** All notices or other communications required or to be given under this Agreement shall be given in writing and delivered personally or by certified mail, postage prepaid, return receipt requested, to the receiving party at the address set forth above. Notice shall be deemed given on the date of delivery in the case of personal delivery, or on the delivery or refusal date as specified on the return receipt in the case of certified mail. 12. **Confidentiality.** All articles, electronic data, recordings, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the Work conducted under this Agreement ("Confidential Information") shall not be presented publicly or published without prior written approval of the WGA's Executive Director or his authorized agent. If the approval of WGA's Executive Director or his authorized agent is obtained, the following disclaimer must be included: "Publication of this document shall not be construed as endorsement of the views expressed therein by the Western Governors' Association or any federal agency." WGA may identify and mark appropriate documents as "Confidential" and the contractor is then obligated to maintain their confidentiality. The above limitations shall not apply to any release of Confidential Information in response to Contractor's obligations under state law or orders of any court.

13. **Gratuities:** If WGA finds after a notice and hearing that Contractor or any of Contractor's employees, agents, or subcontractors offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of WGA in any attempt to secure this Agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, WGA shall by written notice to Contractor, terminate this Agreement, and pursue such other rights and remedies that the law or this Agreement provides.

14. **Transfer or Assignment:** Contractor shall not sell, transfer or assign this Agreement or any part thereof without the prior written consent of WGA and shall not assign any monies due or to become due to Contractor under this Agreement without giving 10 days prior written notice to WGA of such assignment.

15. **Inventions and Discoveries:** Any and all inventions and discoveries along the lines of the business of WGA which Contractor may conceive of or make while performing the Work shall be and remain the property of WGA and/or the funding agency. Contractor promptly shall execute and deliver to WGA any instruments deemed necessary by WGA to effect disclosure and assignment thereof to WGA.

16. **Rights in Documents, Materials, and Data Produced:** All reports, drawings, studies, specifications, estimates, maps, computations, coding and other data prepared by or for Contractor under the terms of this Agreement plus correspondence, computer programs and materials including books, magazines and periodicals and office material purchased under this Agreement shall be delivered to, and shall become and remain the property of WGA upon termination or completion of the work. WGA shall have the right to use same without restriction or limitation and without compensation to Contractor other than that provided for in this Agreement. Any document produced in whole or in part under this Agreement shall not be the subject of an application for copyright by or on

ATTACHMENT A

behalf of the Contractor or its sub-Contractors. If the Work is financed wholly or partially by federal funds, Contractor acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this Agreement may be subject to certain regulations issued by the concerned funding agency. Information regarding the relevant regulations may be obtained upon written request to WGA's Executive Director or his authorized agent. If this Agreement provides for the development of systems analysis products, models, electronic data processing systems, software and related services, the methods, material, logic and systems developed under this Agreement shall be the property of WGA and may be used as WGA sees fit including the right to re-use and re-publish the same without limitation. All reports, maps and other documents completed as a part of this Agreement shall bear on the title page of such report, map, or document, the following legend: "Prepared by (Insert name of Contractor) for submission under Agreement with the Western Governors' Association. The preparation of this (insert either report, map or document, as appropriate) was financed in part by funds provided by (insert name of the funding agency, if applicable)." The month and year in which the document was prepared shall also be shown.

Notwithstanding the above, all product described in the first full sentence of this paragraph that has been created, developed or compiled by Contractor shall remain the property of the Contractor who grants WGA a non-exclusive license to republish the same in conjunction with the project contemplated under this agreement. Additionally, Contractor shall have a non-exclusive license to use any final product resulting under this agreement for use, distribution and republication for other than profit.

17. **Compliance with "Equal Employment Opportunity" Laws:** Contractor is required to comply 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 Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

18. **Settlement of Disputes:** Contractor and WGA shall use their good faith reasonable efforts for 30 days to resolve any controversy or claim arising out of or relating to this Agreement or breach thereof.

ATTACHMENT A

ADDITIONAL TERMS

This Agreement, including all terms and conditions set forth above and all Exhibits hereto, which are hereby incorporated by this reference, constitutes the entire agreement between Contractor and WGA regarding the subject matter hereof, and supersedes all prior and simultaneous agreements, negotiations, and representations, written or oral. If there is any inconsistency between the terms of this Agreement and any other agreement or writing between the parties, the terms of this Agreement shall control. THE PERSON SIGNING BELOW ON BEHALF OF Contractor REPRESENTS AND WARRANTS THAT SUCH PERSON HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE, AND THAT SUCH PERSON IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF Contractor AND HAS THE LEGAL ABILITY TO BIND Contractor TO THIS AGREEMENT.

CONTRACTOR:

By: _____
(Signature) (Date)

(Print Name)

(Title)

WGA:

Western Governors' Association

By: _____
(Signature) (Date)

James D. Ogsbury

Executive Director

Special Conditions – Exhibit C

SPECIAL TERMS AND CONDITIONS

(These terms are not alterable and are a subset of terms from the DOE cooperative agreement DE-OE0000422)

RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

SITE VISITS

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy National Energy Technology Laboratory under Award Number(s) DE-OE0000422."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

- a. The intellectual property provisions applicable to this award are provided in **Attachment 1** to this award or are referenced on the Agreement Face Page. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

Special Conditions – Exhibit C

LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

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

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (Mar 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor,

Special Conditions – Exhibit C

grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages (--) of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes,

Special Conditions – Exhibit C

provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

Special Conditions – Exhibit C

G. RESERVED

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

EACH SUBRECIPIENT IS RESPONSIBLE FOR REPORTING FOR ARRA FUNDS DIRECTLY VIA FEDRECOVERY.GOV

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately

Special Conditions – Exhibit C

identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

A. MANAGEMENT REPORTING

Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following:

1. The WGA award number and name of the recipient.
2. The project title and name of the project director/principal investigator.
3. Date of report and period covered by the report.
4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
6. Cost Status. Show approved budget by budget period and actual costs incurred.
7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.
8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.
9. Actual or anticipated problems or delays and actions taken or planned to resolve them.
10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.
11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
 - A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.

B. Web site or other Internet sites that reflect the results of this project.

B. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTING

See Special Award Term entitled Reporting and Registration Requirements under Section 1512 of the Recovery Act. The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act. Additional information on complying with this requirement can be found at [Department of Energy - OMB Reporting Help](#).

Exhibit E
Intellectual Property Provisions (NRD-1003)
Nonresearch and Development

Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes and to authorize others to do so.

The DOE has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under this award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

The following applies only to nonprofit organizations:

In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (U.S.C. 552(a)(4)(A)).

The following definitions apply for purposes of the above paragraph:

- (1) Research data is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:
 - a. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - b. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
- (2) Published is defined as either when:
 - a. Research findings are published in a peer-reviewed scientific or technical journal; or
 - b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

Use by the Federal Government in developing an agency action that has the force and effect of law is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.