



SLAC National Accelerator Laboratory
Operated for the U.S. Department of Energy by Stanford University

December 16, 2011

Subject: Request for Proposal (RFP) No. SLAC_1209.2011
Web Development and Technical Services
Proposal Due Date: January 13, 2012 no later than 4:00 PM PST

INTRODUCTION

SLAC National Accelerator Laboratory is operated by Stanford University for the Department of Energy under Prime Contract DE-AC02-76-SF00515. As a management and operating contractor, subcontracts awarded by the Laboratory are not Federal procurements, and are not directly subject to the Federal Acquisition Regulations in 48 CFR. Nonetheless, certain Federal laws, Executive Orders, and regulations may affect our DOE approved purchasing system, as required by statute, regulation, or contract terms and conditions.

The University invites your submission of a Proposal for web development and technical services for the Laboratory in accordance with the RFP, the enclosed Statement of Work (SOW), Sample Subcontract, Evaluation Factors for Award and other enclosures. The University intends to award one, or more subcontracts for web development and technical services for SLAC. Any resulting order will be an Indefinite Delivery Indefinite Quantity (IDIQ) subcontract.

TYPE OF SUBCONTRACT

The type of subcontract anticipated is a one (1) year FIRM FIXED PRICE IDIQ SUBCONTRACT with four (4) one year option periods.

PERIOD OF PERFORMANCE

The anticipated subcontract period is March 1, 2012 through February 28, 2013 with four (4) one year option periods.

STATEMENT OF WORK ESTIMATES

This Request for Proposal information represents the University's best estimate of the type and scope of services that may be required during a given year. Based upon previous years, it is estimated that expenditures could range from approximately \$150,000 to \$200,000 per year. There is no guarantee that SLAC will budget this amount during the first or any subsequent years of the subcontract.



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As previously stated, the University expects to award multiple one (1) year Labor Hour Subcontracts with a Base Price established for the first year and each one year option. The successful Offeror shall be obligated to provide the services specified in the Scope of Work for all orders placed or services requested in accordance with the terms and conditions of the resultant Subcontract.

BEST VALUE SOURCE SELECTION PROCESS

A Best Value Source Selection is a process used to competitively select services or products that best meet the University's need. Best Value Source Selection trades off price and "other than price-related evaluation factors" of performance capabilities, such as past performance, understanding the requirements, technical qualifications, etc. to increase the likelihood of receiving a quality service at a reasonable price.

The SLAC National Accelerator laboratory (SLAC) anticipates awarding multiple awards with one (1) basic year and four (4) one year option periods under a Firm-Fixed Price, Indefinite-Delivery, and Indefinite-Quantity (FFP-IDIQ) type subcontract. These awards will be made across various categories which include, but are not limited to Web Design, SharePoint Development, etc.

The subcontracts established as a result of this solicitation shall not be funded for any specific amount; however, they will be funded by each individual Task Order released. Task Orders will be competed between the vendors who have been awarded subcontracts and will be quoted on a Firm Fixed price basis. No legal liability on the part of the University for any payment may arise until funds are made available and a subcontract is awarded.

SMALL BUSINESS SUBCONTRACTING PLAN

Except in the circumstances listed below, the successful subcontractor must have an acceptable small business subcontracting plan for an award expected to exceed \$650,000 (\$1.5 million for construction). A subcontracting plan is not required: (1) from small business concerns; (2) for personal services subcontracts as defined in FAR 2.101; (3) for subcontracts performed entirely

SUBMISSION OF PROPOSALS

One (1) original and four (4) copies of a complete written price proposal and one (1) original and four (4) copies of a complete written technical proposal must be received by the undersigned SLAC Procurement Representative no later than 4:00 PM Pacific Time on January 13, 2012. The proposals shall be valid for a period of 120 days from the proposal due date. Proposals are acceptable via mail and hand delivery only, NO EXCEPTIONS. Electronic copies of proposals will not be excepted.



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The SLAC Procurement Representative for this solicitation is DeAnna Ashorobi who may be reached by telephone at (650) 926-8515, or by e-mail at ashorobi@slac.stanford.edu.

Acceptance of late proposals will be at SLAC's sole discretion. SLAC reserves the right to reject any and all proposals, to waive any minor irregularities in any proposal, or to cancel this RFP at any time prior to award without cost to SLAC. This RFP does not include provisions for the direct reimbursement of proposal preparation costs.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be conducted on **Thursday, January 5, 2012 from 12:30pm through 1:30pm**. Offerors are encouraged to attend at **SLAC Building 51, Kavli Auditorium**. All visitors to the Laboratory should be on the SLAC Gate Access List. Parking is limited. Please plan to have only one car per firm and no more than three (3) representatives per firm. When arriving through Laboratory Entrance Gates, security officers require all entrants to stop. All of the Offerors' personnel should be prepared to present appropriate identification (i.e. valid Driver's License, state issued I.D. card, Military I.D. card, passport), etc. Contact the Procurement Representative via email to state your interest in attending.

PROPOSAL PREPARATION EXPENSES

This solicitation does not commit the University to a subcontract award and all PROPOSAL preparation expenses are the sole responsibility of the Offeror and are not reimbursable.

RFP AMENDMENTS

The University reserves the right to issue any Request for Proposal Amendment(s) to the RFP documents. Offerors will be required to acknowledge the receipt of RFP Amendments, if issued and submit with their proposal.

WAIVERS, ACCEPTANCE OR REJECTION

SLAC, notwithstanding any other provision of this Solicitation (including all attached documents), expressly reserves the right to:

- Waive any minor informality or irregularity in the solicitation procedures or Proposals, if the objectives of this solicitation are indeed met
- Reject any and/or all Proposals
- Reissue a solicitation or RFP.

Additionally, the Laboratory reserves the right to conduct parallel negotiations, or to award on the basis of initial Proposals, whichever is deemed most advantageous to the University.

PROPRIETARY DATA

RFP No. SLAC_1209.2011
Web Development & Technical Services



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The University prefers not to receive proprietary data. If proprietary data is included in a Proposal, it shall be marked "Proprietary," and sent by Express Mail specifically to the Subcontract Administrator or hand-carried specifically to the Subcontract Administrator, by the Proposal deadline. The University will exercise reasonable effort to avoid disclosure of such data to the general public. Nevertheless, neither the University, its employees, nor the Federal Government shall be liable in any way in the event such information is released.

INSURANCE COVERAGE

Since the proposed effort will be performed on-site at SLAC, the successful Offeror shall be required to provide a Certificate of Insurance in strict accordance with the University's Insurance Requirements, reference Exhibit C - Sample Subcontract (Insurance Requirements). Offerors are encouraged to review the indemnification and insurance requirements with their insurance carrier prior to submitting a Proposal. The successful Offeror(s) must submit the required insurance coverage within 10 days of notification of receipt of award.

E-VERIFY REQUIREMENTS

This solicitation falls under the reporting requirements of E-Verify. Within thirty (30) days of award of a Subcontract the awardee must provide proof of enrollment in the E-verify Program. If proof of enrollment is not received within the specified timeframe the subcontract may be subject to cancellation. If you are unfamiliar with E-verify the following link will provide you with detailed information. www.dhs.gov/E-Verify

SUBCONTRACT TERMS AND CONDITIONS ACCEPTANCE

Submission of a Proposal indicates the Offeror's willingness to accept the sample Subcontract and the terms and conditions outlined in this RFP. The Laboratory's Subcontract Terms and Conditions are approved by DOE and must be in accordance with the Prime Contract, DE-AC02-76-SF00515. Offerors should complete the Subcontract Terms and Conditions Form (Exhibit B) to express their agreement with all terms and conditions and General Provisions included in this RFP. Any exceptions to the Terms and Conditions must be clearly identified in a separate document entitled Exceptions to SLAC Terms and Conditions and General Provisions. Offerors are advised that non-acceptance of the Laboratory's terms and conditions and General Provisions may result in the consideration of the Proposal as non-responsive.

NAICS CODE AND SMALL BUSINESS SIZE STANDARD

The North American Industry Classification System (NAICS) Code for this acquisition is 541430 Graphic Design Services. The corresponding small business size standard for this acquisition in millions of dollars is \$7.0 or less.

DEADLINE AND SUBMITTAL OF PROPOSALS

All PROPOSALS must be received at the University's Procurement Department no later than

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Web Development & Technical Services

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SLAC National Accelerator Laboratory
Operated for the U.S. Department of Energy by Stanford University

4:00 P.M., Pacific Time, on **Friday, January 13, 2012.**

(HAND DELIVERY OR U.S. MAIL ONLY, NO EXECPTIONS):

SLAC National Accelerator Laboratory
Attention: DeAnna Ashorobi
Mail Stop 01
RFP No. SLAC_1209.2011
2575 Sand Hill Road
Menlo Park, CA 94025

Proposals received after the specified date and time, including those delivered by individuals, postal mail, or carrier services may be rejected and returned unopened at the sole option of the University. Telegram, Telephone, Electronic Mail, or Facsimile Transmission Proposals will not be accepted. It is the sole responsibility of the Offeror to ensure that their Proposal is submitted in a timely manner to the procurement representative via one of the methods listed above. Please note that no other department at SLAC has the authority to solicit or accept official, written quotations or Proposals for these services other than the SLAC Procurement Department.

OFFEROR'S QUESTIONS

SLAC will respond to questions submitted in writing to the SLAC Procurement Representative on, or before Friday, December 30, 2011 no later than 11:59 PM Pacific Time. Questions submitted after specified date and time may not be answered prior to the proposal due date. Questions may be submitted by email only to the procurement representative. Answers to questions that pertain to the interpretation of SLAC's requirements will be issued to all Offerors in writing. *Please note*, SLAC will be closed for the winter holiday beginning December 19, 2011 and will not reopen for normal business until January 3, 2012. Responses to your questions will be provided NLT January 9, 2012.

Responses to questions will be provided to all firms included in the RFP. If you have proprietary questions that require SLAC's attention please respond by the date and time indicated above, and label accordingly. These questions will be addressed in separate 15 minutes sessions following the pre-proposal conference on January 5, 2012. You will receive an appointment time by January 4, 2012. Appointments will be scheduled *only* for those questions that meet the criteria described above.

ORAL PRESENTATIONS

Oral interviews or presentations to the University's Buying Team *may* be requested to augment written information. Oral Presentations may be requested at any time in the acquisition process. If required by the Laboratory, Oral presentation information will be considered an evaluation



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factor in the Best Value Source Selection.

If Oral Presentations are requested the Offeror will be notified as to the presentation requirements, scope, and/or agenda, time limitation, Offeror personnel required to participate, location, and mutually agreed upon date and time for the Oral Presentation.

PROCUREMENT SCHEDULE

<u>Milestone</u>	<u>Date</u>
Issue RFP	12/16/2011
Non-mandatory Pre-Proposal Conference	01/05/2012, 12:30-1:30 PM PST, Bldg. 51, Kavli Auditorium
Vendor Questions Due	12/30/2011, 11:59 PM PST
Proposals Due	01/13/2012, NLT 4:00 PM PST
Negotiation Completed/Vendor Selected	~02/6/2012
Subcontract awarded	~02/10/2012

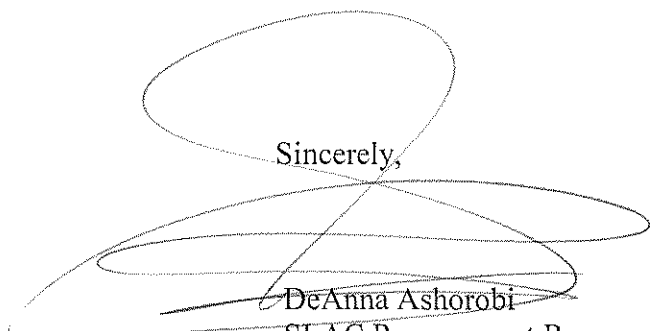
ENCLOSURES

Offeror shall complete the following enclosure(s) and submit it/them along with the Price and Technical Proposals:

- Section A - Subcontract Form
- Section B – Pricing Schedule
- Section K - Representations & Certifications
- Exhibit A - References
- Exhibit B - Statement of Acceptance of SLAC's Terms and conditions for On-Site Work
- Exhibit C - Certificate of Insurance, will be requested prior to award
- Exhibit D - Worker Safety and Health Program Acknowledgement Form
- All submittals as stated in Sections L&M and per the Statement of Work

If there are any questions, please contact me via email at ashorobi@slac.stanford.edu.

Sincerely,



DeAnna Ashorobi
SLAC Procurement Representative



Operated for the U.S. Department of Energy by Stanford University
Acting Under Contract DE-ACO2-76-SF00515

SUBCONTRACT

Section A – Subcontract Form

1. Blanket Purchase Order Number:		3. Type of Subcontract: Firm Fixed Price	
2a. Solicitation Number: SLAC 1209.2011	2b. Offers Due By (Date): January 13, 2012	2c. Offers Due By (Time): 4:00 PM Pacific Time	
4a. Subcontract Administrator: DeAnna Ashorobi	4b. E-mail Address: ashorobi@slac.stanford.edu	4c. Telephone: (650) 926-8515	4d. Fax: (650) 926-2000
5. Issued By: The Board of Trustees of the Leland Stanford, Jr. University SLAC National Accelerator Laboratory 2575 Sand Hill Road Menlo Park, CA 94025		6. Submit Invoices To: SLAC National Accelerator Laboratory Accounts Payable 2575 Sand Hill Road Menlo Park, CA 94025 Bldg. 041, M/S 85	
7. Name and Address of seller:		8. Project Site: SLAC National Accelerator Laboratory 2575 Sand Hill Road Menlo, Park, CA 94025	

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(X)	Sec	Description	(X)	Sec	Description
☒	A	Subcontract Award Form	☐	H	Special Terms and Conditions
☒	B	Supplies or services and prices/costs	☐	I	Specific Subcontract Clauses
☒	C	Specifications/Statement of Work	☒	J	List of Attachments
☐	D	Delivery, shipping, packing	☒	K	Representations and Certifications
☒	E	Inspections and Acceptance	☒	L	Instructions to Offerors
☒	F	Deliveries or Performance	☒	M	Evaluation Factors for Award
☒	G	General Terms and Conditions			

10. Brief description of supplies or services being acquired:

Indefinite Delivery/Indefinite Quantity for Web development and technical services in Accordance with the statement of Work, Section "C" and all documents included in the RFP.

11. Total Amount of Subcontract:

12. Negotiated Agreement. The subcontractor agrees to furnish and deliver the items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this subcontract. The rights and obligations of the parties to this subcontract shall be governed by (a) this subcontract award, (b) the solicitation, and (c) the clauses, terms and conditions, representations, certifications, and specifications incorporated by reference in or attached to this contract.	13. Award. The Board of Trustees of the Leland Stanford, Jr. University, SLAC National Accelerator Laboratory accepts your offer dated _____ on this solicitation identified in item 2 above as reflected in this subcontract are subject to and governed by (a) this subcontract award, (b) the solicitation, and (c) the clauses, terms and conditions, representations, certifications, and specifications incorporated by reference in or attached to this contract.
☒ Seller is required to sign and return a copy of this document. (Checked if applicable)	The Board of Trustees of the Leland Stanford, Jr. University SLAC National Accelerator Laboratory
12b. Signature of person authorized to sign for seller:	13b. Signature of person authorized to sign:
12c. Name of signer:	13c. Name of signer:
12d. Title of signer:	
12d. Date:	13d. Date:

SECTION B – PRICING EXPLANATION

1.0 GENERAL

This award will be for a Basic Ordering Agreement (BOA) under which Task Orders are expected to be issued. The Indefinite Delivery Indefinite Quantity (IDIQ) will cover Web Development and other technical services in accordance with all applicable regulatory requirements. There are multiple Task Order categories under which individual Task Orders may be issued.

2.0 CONTRACT TYPE AND ORDERING METHOD

This will be an IDIQ subcontract. The Task Orders expected to be issued will be on a Firm Fixed Price basis according to the labor rates shown in the awarded Subcontract, and the hours required in the negotiated Task order. The Subcontractor will only be paid for the hours required in the negotiated Task Order. The Subcontractor will only be paid for the effort that has been used to complete the work or deliverables under the Task Order. The IDIQ will be for an initial term of one (1) year with four (4) one year option periods to renew. The University anticipates multiple awards under this Request for Proposal. Proposals for specific work will be requested based on a detailed Statement of Work (SOW). Each awardee will submit their proposal for the Task Order and will include their intended Task Order Project Approach and the proposed personnel with all resumes. Task Orders will be issued based upon the conclusion of successful negotiations. The minimum value of the Subcontract will be based upon negotiations of proposals submitted.

3.0 CONTRACT AWARD AMOUNTS

The anticipated maximum award amount is estimated Not-To-Exceed \$200,000 for each year for a total estimated Not-To- Exceed value of \$1,000,000. There are no guarantees that Task Orders will be issued to any of the awardees under this RFP and any resulting Subcontracts.

4.0 FUNDING

Funds for the services will be obligated at the Task Order level at the time of issuance.

5.0 RATES

The rates charged to SLAC for each Task Order will be based on prices submitted in the attached Section B Pricing Schedule.

SLAC FFP - ID/IQ Pricing Schedule - Section B Labor and Services Pricing for Web Development and Technical Services		Subcontractor Name and Address				
Classification of Labor, Procurement, or Outsource Service	Hourly Rate Items	Basic Year \$ Per Hour	Option Year 1 \$ Per Hour	Option Year 2 \$ Per Hour	Option Year 3 \$ Per Hour	Option Year 4 \$ Per Hour
	CLIN 0001 - Web Designer					
	CLIN 0002 - Web Developer					
	CLIN 0003 - Interwoven TeamSite Developer					
	CLIN 0004 - Search Engine Optimizaition Engineer					
	CLIN 0005 - SharePoint Developer					
	CLIN 0006 - SharePoint Administrator					
	CLIN 0007 - APEX Developer					
Cost Plus Markup Items		% Markup	% Markup	% Markup	% Markup	% Markup

Authorized Signature & Date

Print Name

Section C – Statement of Work

**Web Development and Technical Services
FOR THE SLAC NATIONAL ACCELERATOR LABORATORY**

November 7, 2011



Web Development Technical Services

Statement of Work

Base ID/IQ

November 7, 2011

Version 1.0

SLAC National Accelerator Laboratory

2575 Sand Hill Road,

Menlo Park, CA 94025

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1.0 Background

The Enterprise Applications Group (EAG), as part of the IT and Computing Division at SLAC National Accelerator Laboratory, provides web and application development services in support of Operations and Science at SLAC.

These services cover the full life-cycle of web and application development, from project planning and management, requirements gathering, and user interface design to web site architecture, web and application development, system and database integrations, Web Content Management System (WCMS) template development, testing, implementation, web search, web analytics, and system administration and support.

While SLAC's Communications department guides the strategic direction, branding and messaging of the web at SLAC, EAG is responsible for managing the technology and development efforts behind SLAC's Internet (public-facing content), SLAC's Intranet (internal-to-SLAC content), SLAC's Extranet (user and collaborator-focused content), as well as web applications, directorate and departmental websites, and conference websites.

EAG primarily works with, but is not limited to, the following technologies:

- ASP.NET and Classic ASP, C#
- Windows SharePoint Services, Microsoft Office SharePoint Server (MOSS)
- SharePoint 2007, SharePoint 2010
- HTML, XHTML, HTML5, CSS, Javascript
- XML, XSL
- Autonomy IDOL search technology
- Google Analytics
- Interwoven TeamSite WCMS
- Interwoven OpenDeploy
- APEX, Oracle DB
- SQL-SERVER, MySQL

2.0 Objectives

Best efforts are made to plan web and application development projects at SLAC ahead of time, in order to ensure resource availability. However, given the unpredictable nature of these requests, SLAC requires the capability and means to hire appropriately-skilled personnel at short notice, quickly, and for single project durations. This ID/IQ, (Indefinite Delivery/Indefinite Quantity), SubSubcontract is intended as the vehicle to deliver this capability and means for SLAC. The roles, responsibilities, and skill-set of the hired Subcontract personnel would be determined by the needs of the specific project/task-orders issued under this ID/IQ Subcontract. The roles, responsibilities and skill-sets required by this ID/IQ Subcontract are listed in Appendix A.

3.0 General Subcontractor Responsibilities

The following subsections list common/general responsibilities for all Subcontract personnel hired under this ID/IQ Subcontract.

3.1 Project Management

The Subcontractor will provide timely status reporting in alignment with stated project requirements for such, and will participate in project meetings as required by the project and Project Manager.

3.2 Requirements and Design

The Subcontractor may work with SLAC customers, and SLAC project personnel to gather project requirements, and architect solution designs. The Subcontractor may also be required to build and validate prototypes of new solution designs.

The Subcontractor will participate in design reviews in alignment with project goals, and per direction of the SLAC project manager, SLAC project technical lead, or SLAC management.

3.3 Development and Implementation

Subcontractor development personnel will be responsible for developing enhancements to existing web applications and websites, creating new web applications and websites, and integrating with internal systems/databases at SLAC, per the designs created in the Design phase of the project. Subcontractor development personnel will also be responsible for developing system test plans, conducting system testing and reporting results.

Subcontractor development personnel will participate in code reviews in alignment with project goals, and per direction of the SLAC project manager, SLAC project technical lead, or SLAC management.

Subcontractor development personnel will document solutions/customizations, and share knowledge with SLAC development personnel who will be maintaining the solution ongoing.

Subcontractor development personnel will ensure that applications and websites developed are compliant with SLAC's mandates and policies, and with industry best practices.

3.4 Testing

The Subcontractor may be required to perform system troubleshooting and provide problem resolution. The Subcontractor will be responsible for developing and executing test plans and scripts during all phases of testing to ensure that user requirements have been met. The Subcontractor will be required to provide test results, identifying successful and anomalous results. The Subcontractor will need to assist SLAC in ensuring that an automation initiative performs as designed (i.e., supports the user as required in an effective and efficient manner); assessing how successful a system is in terms of

functionality, performance, and cost vs. benefits; and in evaluating the effectiveness of the lifecycle development activities that produced the system.

The Subcontractor shall ensure that the systems and new functionality conform to design and specifications documents. The Subcontractor shall support SLAC in the development, implementation, and maintenance of quality control functions for new, enhanced, or modified systems placed into production. For quality assurance/control functions, the Subcontractor shall ensure:

- Adherence to all applicable physical/data security laws and regulations.
- Conformance of deliverables to requirements, standards and guidelines as specified by SLAC.
- Accuracy of system documentation and identification of all changes, upgrades, and system enhancement.

3.5 Training

The Subcontractor may perform limited technical training on large enhancements, new websites or web applications, and new technology platforms. The Subcontractor will be responsible for providing instructions and training materials to other technical employees, and descriptions of functionality to end users and SLAC trainers.

The Subcontractor will be responsible for attending training sessions given by SLAC or other Subcontractors to provide technical directions and instructions. The Subcontractor may need to participate in pilot and prototype training. The Subcontractor may test, modify, demonstrate, and document prototypes and pilot systems.

4.0 Employment of Key Personnel

The Subcontractor agrees to provide a pool of resumes for any service request within three (3) business days of receipt of request. SLAC retains the right to interview candidates and identify personnel within two business weeks. The Subcontractor shall only provide resumes to those candidates whom are available to commence work on designated date through the period of projected time and meet the criteria noted herein.

The Subcontractor agrees to assign to this Subcontract those persons whose resumes were submitted and approved with the proposal necessary to fulfill the labor categories and Full Time Equivalent (FTE) as contained therein.

No substitution shall be made without prior notification to and concurrence by SLAC. The Subcontractor shall submit the following information to the SLAC COTR at least 30 calendar days prior to making any substitutions to a key personnel position:

- Detailed explanation of the circumstances necessitating the proposed substitution.
- Complete resumes for the proposed substitutes.

- Vendor to provide approved substitution to overlap with existing Subcontractor a period of two weeks at no cost to SLAC.

Proposed substitutes shall have comparable qualifications to those persons being replaced. Within 15 calendar days after the receipt of all required information, the SLAC COTR will notify the Subcontractor of the decision on substitutions.

The Subcontractor agrees to fulfill substitution requests from SLAC in cases where SLAC has deemed that the existing Subcontract personnel do not meet performance expectations.

During the first ninety days of performance, the Subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

5.0 Place of Performance

All work and training will be performed at SLAC National Accelerator Laboratory in Menlo Park, California.

The Subcontractor will comply with all applicable SLAC web and application development, database, and system administration security guidelines. SLAC's core hours are 6:00 a.m. to 6:00 p.m., unless prior approval is granted in writing by the SLAC COTR. The Subcontractor may be required to work during off-hours and weekends to support the needs of the projects – such work during non-business hours must be approved by the SLAC project manager and/or SLAC management, as appropriate.

All Subcontractor personnel shall be punctual for scheduled meetings with SLAC personnel.

6.0 Period of Performance

The base period of performance for this ID/IQ shall be for the period of 3/1/2012 – 2/28/2013. SLAC retains the right to exercise up to four additional one-year option periods beyond the base period.

Option Year 1 – 3/1/2013 – 2/28/2014

Option Year 2 – 3/1/2014 – 2/28/2015

Option Year 3 – 3/1/2015 – 2/29/2016

Option Year 4 – 3/1/2016 – 2/28/2017

The Task Orders issued under this ID/IQ Subcontract will contain their own Period of Performance.

Subcontractor personnel will report to and take direction from the SLAC project manager, and SLAC management as appropriate, and will work with other technical members of the project team to achieve the goals and deliverables of the project.

Appendix A

The catalog of all roles required by this ID/IQ Subcontract is listed below.

A.1 Web Designer

Essential duties and responsibilities of the Subcontractor include, but are not limited to, the following.

- Work with SLAC customers to gather project requirements with respect to look-and-feel, audience, messaging and usability goals.
- Architect cohesive website presence.
- Create wire-frames depicting the logical layout of web pages.
- Create mockups depicting the graphical presentation of web pages.
- Create website site maps, depicting all pages in a website, and navigation between pages.
- Create storyboards depicting specific user tasks and actions typical of the end-users, to show how those actions will function in the new solution.
- Create and edit web-friendly graphics, photos and logos.
- Create and provide coding specifications to the web development personnel (includes font colors, font sizes, graphic dimensions, page dimensions, etc.).
- Work with web development personnel to ensure developed solution matches the customer's requirements, and approved designs.
- Where appropriate and feasible, design with the goal of the website becoming templated in TeamSite later (even if not in the original Project requirements).
- Collaborate with SLAC TeamSite development personnel to achieve website page designs and website architecture that deliver optimal templated end-solution for customers.
- Provide timely status reporting in alignment with stated project requirements for such.
- Participate in project meetings as required by the project and Project Manager.

Skill-set and experience to include, but not limited to, the following.

- Strong web design and information architecture experience
- Familiar with front-end programming (HTML, CSS, Javascript, etc.)
- Knowledge of enterprise WCMS implementation and strategy
- Expert Knowledge of Adobe Creative Suite
- Experience with MS Visual Studio, MS Expression Web, and SharePoint Designer
- Familiar with Section 508 of the Americans with Disabilities Act or the international equivalent

A.2 Web Developer

Essential duties and responsibilities of the Subcontractor include, but are not limited to, the following. The Subcontractor shall perform configuration, customization and development duties primarily in a .NET environment, unless stated otherwise by the task-order/project.

- Work with SLAC customers to gather project requirements.
- Architect and develop new web applications and websites.
- Develop enhancements to existing web applications and websites.
- Integrate web applications with internal systems/databases.
- Develop system test plan, conduct system testing and report results.
- Develop user acceptance test plan, conduct user acceptance testing and report results.
- Configure keywords and meta-information for websites for better search results.
- Insert web analytics code to enable web analytics reporting.
- Provide standard web analytics reports, and develop custom web analytics reports per customer requests.
- Train and educate customers on understanding web analytics reports.
- Provide timely status reporting in alignment with stated project requirements for such.
- Participate in project meetings as required by the project and Project Manager.
- Document solutions/customizations and share knowledge with SLAC web development personnel who will be maintaining the site ongoing.
- Provide documented instructions, and train SLAC web development personnel and end-users on how to use/manage the site.
- Ensure that applications and websites developed are compliant with SLAC's mandates and policies, and with industry best practices.

Skill-set and experience to include, but not limited to, the following.

- Strong experience with HTML, XHTML, HTML5, CSS, Javascript, Java, ASP.NET and Classic ASP
- Experience with XML, XSL
- Solid knowledge of IIS, Apache
- Experience with Microsoft Visual Studio, Microsoft Expression Web 4+, Microsoft SharePoint Designer
- Full knowledge and experience of Software Development Life-Cycle
- Familiar with Web Search Optimization and Google Analytics
- Database experience, such as one or more of the following, Oracle DB, SQL-SERVER, MySQL, SharePoint
- Experience supporting Section 508 of the Americans with Disabilities Act or the international equivalent

- Understanding of development standards and methodologies, such as Agile, Waterfall, Rapid Application Development, and Prototyping.

A.3 Interwoven TeamSite Developer

Essential duties and responsibilities of the Subcontractor include, but are not limited to, the following. The Subcontractor shall perform configuration, customization and development duties on SLAC's centralized Web Content Management System (WCMS), Interwoven TeamSite and OpenDeploy.

- Work with SLAC customers to gather project requirements.
- Analyze website structure, and architect and develop new WCMS templates.
- Modify and enhance existing WCMS templates.
- Design WCMS templates so non-technical users can easily manage content updates going forward.
- Balance the sometimes-competing requirements of WCMS template re-use with templates that are easy to use for the end-users.
- Create new branches within Interwoven TeamSite.
- Design and create new Data Capture Templates (DCT's), and Presentation Templates (PT's) for collections and pages.
- Design and create new Data Capture Templates (DCT's), and Presentation Templates (PT's) for pages.
- Configure user and group roles and permissions.
- Design, and develop new workflows, and modify existing workflows.
- Configure email templates for workflows.
- Configure new deployments, and modify existing deployments for workflows in OpenDeploy.
- Modify TeamSite application configuration settings.
- Modify OpenDeploy application configuration settings.
- Install and configure new add-ons and technologies that integrate with TeamSite and OpenDeploy.
- Add and update content to deliver final solution to project owners and end-users.
- Develop system test plan, conduct system testing and report results.
- Develop user acceptance test plan, conduct user acceptance testing and report results.
- Provide timely status reporting in alignment with stated project requirements for such.
- Participate in project meetings as required by the project and Project Manager.
- Document solutions/customizations and share knowledge with SLAC WCMS development personnel who will be maintaining the site ongoing.
- Provide documented instructions, and train SLAC WCMS development personnel and end-users on how to use/manage the site.
- Coordinate with SLAC TeamSite Server Administration personnel for any configuration modifications deemed to have impact to administrative duties for the TeamSite server platform/architecture.

- Coordinate with SLAC security and networking personnel for any configuration modifications deemed to have impact to security/networking configurations for the TeamSite server platform/architecture.
- Ensure that applications and websites developed are compliant with SLAC's mandates and policies, and with industry best practices.

Skill-set and experience to include, but not limited to, the following.

- Interwoven TeamSite 7.2.1+ development
- Interwoven OpenDeploy 7.1+ development
- Interwoven TeamSite 7.2.1+ administration and configuration
- Interwoven OpenDeploy 7.1+ administration and configuration
- Interwoven Workflow Modeler
- XML, XSL
- HTML, XHTML, HTML5, CSS, Javascript, Java
- Full knowledge and experience of Software Development Life-Cycle.
- Web Search Optimization
- Google Analytics
- Oracle DB
- IIS, Apache, Apache Tomcat
- Microsoft Visual Studio, Microsoft Expression Web 4+, Microsoft SharePoint Designer
- Section 508 of the Americans with Disabilities Act or the international equivalent.
- Development standards and methodologies, such as Agile, Waterfall, Rapid Application Development, and Prototyping.

A.4 Search Engine Optimization Engineer

Essential duties and responsibilities of the Subcontractor include, but are not limited to, the following. The Subcontractor shall perform configuration, customization and development duties on Autonomy IDOL, SLAC's enterprise search platform.

- Work with SLAC customers to gather project requirements for search engine optimizations and custom web search applications.
- Architect and develop custom web search applications.
- Develop enhancements to existing web search applications.
- Configure and customize IDOL application settings to achieve business needs of the project.
- Integrate SLAC's enterprise web search with key business and operations systems/databases (e.g., PeopleSoft, Oracle, SharePoint, Confluence).
- Work with SLAC web development personnel to identify, evaluate and remove stale and obsolete content that is obscuring and preventing more effective search results.
- Enable and configure features of IDOL in order to enrich the search experience for SLAC personnel, and deliver more effective search results.

- Install and configure new add-ons and technologies that integrate with IDOL.
- Develop system test plan, conduct system testing and report results.
- Develop user acceptance test plan, conduct user acceptance testing and report results.
- Provide timely status reporting in alignment with stated project requirements for such.
- Participate in project meetings as required by the project and Project Manager.
- Document solutions/customizations and share knowledge with SLAC web development personnel who will be maintaining the web search applications and customizations ongoing.
- Provide documented instructions, and train SLAC web development personnel and end-users on how to use/manage the web search applications/customizations.
- Educate and propose new search solutions to SLAC that will further SLAC's long-term goal of improved and more effective search results.
- Coordinate with SLAC IDOL Server Administration personnel for any configuration modifications deemed to have impact to administrative duties for the IDOL server platform/architecture.
- Coordinate with SLAC security and networking personnel for any configuration modifications deemed to have impact to security/networking configurations for the IDOL server platform/architecture.
- Ensure that applications developed are compliant with SLAC's mandates and policies, and with industry best practices.

Skill-set and experience to include, but not limited to, the following.

- Autonomy IDOL
- Web Search Optimization
- ASP.NET and Classic ASP
- HTML, XHTML, HTML5, CSS, Javascript, Java
- Full knowledge and experience of Software Development Life-Cycle
- Google Analytics
- XML, XSL
- Oracle DB, SQL-SERVER, MySQL, SharePoint
- IIS, Apache, Apache Tomcat
- Microsoft Visual Studio, Microsoft Expression Web 4+, Microsoft SharePoint Designer
- Section 508 of the Americans with Disabilities Act or the international equivalent
- Development standards and methodologies, such as Agile, Waterfall, Rapid Application Development, and Prototyping.

A.5 SharePoint Developer

Essential duties and responsibilities of the Subcontractor include, but are not limited to, the following. The Subcontractor shall perform configuration, customization and development duties primarily in a .NET and SharePoint environment, unless stated otherwise by the task-order/project.

- Work with SLAC customers to gather project requirements.
- Architect and develop new web applications and websites.
- Develop enhancements to existing web applications and websites.
- Integrate web applications with internal systems/databases.
- Develop system test plan, conduct system testing and report results.
- Develop user acceptance test plan, conduct user acceptance testing and report results.
- Configure keywords and meta-information for websites for better search results.
- Insert web analytics code to enable web analytics reporting.
- Provide standard web analytics reports, and develop custom web analytics reports per customer requests.
- Train and educate customers on understanding web analytics reports.
- Provide timely status reporting in alignment with stated project requirements for such.
- Participate in project meetings as required by the project and Project Manager.
- Document solutions/customizations and share knowledge with SLAC web development personnel who will be maintaining the site ongoing.
- Provide documented instructions, and train SLAC web development personnel and end-users on how to use/manage the site.
- Ensure that applications and websites developed are compliant with SLAC's mandates and policies, and with industry best practices.

Skill-set and experience to include, but not limited to, the following.

- SharePoint 2007, SharePoint 2010
- MOSS, WSS, ASP.NET and Classic ASP
- HTML, XHTML, HTML5, CSS, Javascript, Java
- XML, XSL
- IIS
- Microsoft Visual Studio, Microsoft SharePoint Designer, Microsoft Expression Web 4+
- Full knowledge and experience of Software Development Life-Cycle
- Web Search Optimization
- Web Analytics
- Database experience, such as one or more of the following, Oracle DB, SQL-SERVER, MySQL, SharePoint

- Experience supporting Section 508 of the Americans with Disabilities Act or the international equivalent
- Development standards and methodologies, such as Agile, Waterfall, Rapid Application Development, and Prototyping.

A.6 SharePoint Administrator

Essential duties and responsibilities of the Subcontractor include, but are not limited to, the following. The Subcontractor shall perform administration duties in a SharePoint environment, unless stated otherwise by the task-order/project.

- Plan, design, install, configure and maintain enterprise-wide SharePoint server environments.
- Create sites and update permissions.
- Monitor portal usage, including access, load, and usability issues.
- Trouble-shoot and improve any SharePoint system performance issues.
- Ensure integrity and security of SharePoint data in accordance with business requirements regarding privacy and security.
- Work with SLAC customers to gather project requirements.
- Identify business process improvements made possible by SharePoint implementation.
- Analyze dependencies, explore integration points, identify risks and concerns, and document security/governance requirements.
- Serve as business system analyst and technical expert on project teams.
- Develop and maintain SharePoint system architecture and configuration documentation on an ongoing basis.
- Work closely with SharePoint Developers and Windows Infrastructure Team to provide a cohesive, comprehensive SharePoint environment for SLAC.
- Maintain documentation suitable for Lab SharePoint experts and train these experts.
- Ensure that SharePoint applications and sites developed are compliant with SLAC's mandates and policies, and with industry best practices.

Skill-set and experience to include, but not limited to, the following.

- SharePoint 2007, SharePoint 2010
- Windows Server 2008, Microsoft 2007/2010, IIS 6/7+
- Load balanced WFE configuration and maintenance
- 3rd party plug-in integration
- MOSS, WSS, ASP.NET, .NET
- Axceler ControlPoint Reporting Tool
- AvePoint DocAve Backup/Recovery
- Microsoft Visual Studio, Microsoft SharePoint Designer
- SharePoint Search Optimization
- SharePoint User Profile Management
- MS SQL Cluster, Oracle, and MySQL

- Section 508 of the Americans with Disabilities Act or the international equivalent

A.7 APEX Developer

Essential duties and responsibilities of the Subcontractor include, but are not limited to, the following. The Subcontractor shall perform configuration, customization and development duties primarily in an APEX/Oracle environment, unless stated otherwise by the task-order/project.

- Work with SLAC customers to gather project requirements.
- Architect and develop new web applications and websites.
- Develop enhancements to existing web applications and websites.
- Integrate web applications with internal systems/databases.
- Develop system test plan, conduct system testing and report results.
- Develop user acceptance test plan, conduct user acceptance testing and report results.
- Configure keywords and meta-information for websites for better search results.
- Insert web analytics code to enable web analytics reporting.
- Provide standard web analytics reports, and develop custom web analytics reports per customer requests.
- Train and educate customers on understanding web analytics reports.
- Provide timely status reporting in alignment with stated project requirements for such.
- Participate in project meetings as required by the project and Project Manager.
- Document solutions/customizations and share knowledge with SLAC web development personnel who will be maintaining the site ongoing.
- Provide documented instructions, and train SLAC web development personnel and end-users on how to use/manage the site.
- Ensure that applications and websites developed are compliant with SLAC's mandates and policies, and with industry best practices.

Skill-set and experience to include, but not limited to, the following.

- Strong experience developing in APEX
- Experience with HTML, XHTML, HTML5, CSS, Javascript
- XML, XSL
- IIS
- Microsoft Visual Studio, Microsoft SharePoint Designer, Microsoft Expression Web 4+
- Full knowledge and experience of Software Development Life-Cycle
- Experience with databases, such as one or more of the following Oracle DB, SQL-SERVER, MySQL, (SharePoint experience is a plus)
- Experience with Section 508 of the Americans with Disabilities Act or the international equivalent a plus

- Development standards and methodologies, such as Agile, Waterfall, Rapid Application Development, and Prototyping.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001-	Destination	University	Destination	University
0007				

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	PERFORMANCE PERIOD	QUANTITY	SHIP TO ADDRESS
0001-0007	3/1/2011 – 2/28/2012 with four (4) one year options to renew	As specified in Section B – Supplies or Services and Pricing	FOB: Destination SLAC National Accelerator Laboratory 2575 Sand Hill Road Menlo, Park, CA 94025

Section G – General Terms and Conditions

Terms and Conditions for Fixed Price Commercial Supplies and Services (FOR ON-SITE WORK)

(Rev 17Jun2011)

SLAC NATIONAL ACCELERATOR LABORATORY

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1. DEFINITIONS

As used in this Purchase Order, the term:

- a. "Item" means the commercial item or commercial component, as defined in FAR 52.202-1, Ordered under the Purchase Order.
- b. "Buyer" means the Board of Trustees of the Leland Stanford Jr. University, or any duly authorized representative thereof.
- c. "Government" means the Government of the United States of America.
- d. "DOE" means the United States Department of Energy.
- e. "Seller" means the firm (individual person and/or entity) supplying the materials, equipment or services called for under this order.
- f. "Commercial item" means:
 1. Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and –
 - (a) Has been sold, leased, or licensed to the general public; or
 - (b) Has been offered for sale, lease, or license to the general public;
 2. Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed or specific outcomes to be achieved and under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed or a specific outcome to be achieved. For purposes of these services:
 - (a) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
 - (b) "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

2. ACCEPTANCE - CONTRACT TERMS

- a. The Buyer agrees that, unless otherwise provided herein, the Seller may accept this order by performance hereof or in writing at the option of the Seller.
- b. Seller, by accepting this order, agrees that (i) this order as written by the Buyer sets forth the entire Order between the Buyer and the Seller, and (ii) no form or document supplied by the Seller shall constitute a part

of this order unless specifically accepted in writing by the Buyer.

3. PUBLICITY

Seller agrees not to release any advertising copy mentioning Buyer or quoting the opinion of any of Buyer's employees unless such copy is approved by Buyer before release.

4. ASSIGNMENT

Neither this Purchase Order nor any interest therein nor claim thereunder shall be assigned or transferred by the Seller except as expressly authorized in writing by the Buyer; provided, that the Seller or its assignee's rights to be paid amounts due as a result of performance of this Purchase Order may be assigned to a bank, trust company or other financing institution, including any Federal lending institution. Payments to an assignee shall be subject to setoff or recoupment for any present or future claims of Buyer against Seller.

5. PERMITS AND LICENSES

The Seller must have and maintain the license and/or certification appropriate to his/her trade, issued by the relevant Trade Association or State Regulatory Agency. Except as otherwise directed by the University, the Seller also shall, without additional expense to the University, be responsible for obtaining any other necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes and regulations in connection with the prosecution of the work. It shall be similarly responsible for all injury and/or damages to persons or property that arises out of, in connection with or any way related to the work under this Purchase Order. It shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. It shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Purchase Order work, except for any completed unit of construction thereof which heretofore may have been accepted.

6. TITLE AND RESPONSIBILITY

- a. Title to the material and supplies Purchased hereunder shall pass to the Government at the point of delivery to the Buyer; and, if purchased F.O.B. Shipping Point, delivery to the carrier by the Seller shall be deemed delivery to the Buyer. No insurance charges will be allowed unless specifically authorized in the order.
- b. Except as otherwise provided in this order (i) the Seller shall be responsible for the supplies covered by this order until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) the Seller shall bear all risks as to rejected supplies after notice of rejection, except that the Buyer shall be responsible for the loss, or destruction of, or damage to, the supplies if loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Buyer acting within the scope of their employment.
- c. The actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Seller.

7. TAXES

- a. Except as may be otherwise provided in this order, the selling price includes all applicable Federal taxes in effect on the date of this order but does not include any State or local sales, use, or other tax directly applicable to the completed supplies or services covered by this order nor any other tax

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from which the Seller or this transaction is exempt. Upon request of the Seller, the Buyer shall furnish, unless no legal basis exists therefore, a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the Seller's price pursuant to this article.

b. Tax Withholding:

The University will automatically deduct 1099 withholdings from any invoice paid to independent contractors/consultants based on the following criteria

1. Payable to U.S. California Residents - no tax withholding but will be reported to IRS and California State Franchise Tax Board for 1099 tax reporting.
2. Payable to U.S. Non-California Residents (for work performed in California) – The University will withhold 7% California State Tax if the vendor is paid over \$1,500.00 in a calendar year.
3. Payable to U.S. Non-California Residents (for work performed outside of California) – no tax withholding but will be reported to California State Franchise Tax Board for 1099 tax reporting.
4. Payable to Non-U.S. Residents (for work performed outside of California) – The University will withhold 30% Federal Tax. In addition, the University will withhold 7% State Tax if the independent contractor is paid over \$1,500.00 in a calendar year.
5. Payable to Non-U.S. Residents (for work performed outside the U.S.) – no reporting or withholding.
6. Invoices submitted for payment, as a result of this purchase order, must clearly specify any and all hours worked in the State of California and worked outside of the State of California.

8. EXTRAS

Except as otherwise provided in this order, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Buyer.

9. CHANGES

Changes in the terms and conditions of the Purchase Order may be made only by the written agreement of the parties.

10. INSTRUCTIONS FOR PACKAGING

Packing and packaging shall be adequate to prevent damage when shipped by common carrier or method utilized. Any damage resulting from improper packaging, containerizing, or lack thereof shall be the liability of the Seller. The Seller shall indicate the Purchase Order number on each container or package. An itemized packing list shall be affixed to the outermost cover of each container or package. The use of biodegradable packaging materials is encouraged.

11. QUALITY OF ITEMS

All item(s), including any materials and supplies furnished by the Seller in performance of any services, shall as a minimum: (1) be new or reconditioned and so identified and warranted as new and not of such age or so deteriorated as to impair their usefulness or safety; (2) be as warranted; and (3) not contain any counterfeit or suspect materials, parts, or components. The furnishing of reconditioned items must be

specified in the Purchase Order or approved by the Buyer's Purchasing Representative. Types of materials, parts, and components known to have been counterfeit or suspect include, but are not limited to: electrical components, piping, fittings, flanges, and fasteners. The Buyer will not accept any items or any services involving the furnishing of materials or supplies found by the Buyer to not conform to these minimum requirements, notwithstanding any inspection or acceptance of delivery by the Buyer, unless such condition is specifically approved in writing by the Buyer's Purchasing Representative.

12. INSPECTION

- a. The Buyer reserves the right to inspect all and every part of the items under this Purchase Order, during and after completion of performance. The Buyer shall not be obligated to inspect the items, and neither the inspection nor the lack of inspection by the Buyer shall relieve the Seller of its responsibility for providing the items in accordance with the terms and conditions of this Purchase Order. The inspection or use of or payment for an item under this Purchase Order, either wholly or in part, shall not be construed as acceptance.
- b. If any item or any part of it is not in accordance with the terms and conditions of this Purchase Order, the Buyer shall notify the Seller that the item is rejected. Thereupon, the Seller shall, at its own expense, take the necessary corrective action. The Buyer shall reject performance or revoke its acceptance of an item: (1) within a reasonable time after a defect is discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to a defect in the item.

13. WARRANTY

The Seller warrants that all services, supplies and equipment delivered hereunder shall be free from all defects in materials and workmanship and shall comply with all the requirements of this order. The warranty shall begin upon acceptance and extend for a period of (1) the manufacturer's warranty period or six months, whichever is longer, if Seller is not the manufacturer and has not modified the item or (2) one year or the manufacturer's warranty period, whichever is longer, if Seller is the manufacturer of the item or has modified it. Any defective supplies or equipment shall be promptly repaired or replaced during the warranty period at no cost to Buyer. All expenses of return shipment and reshipment to Buyer shall be borne by Seller.

14. EXCUSABLE DELAYS

The Seller shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Seller and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. The Seller shall notify the Buyer in writing as soon as reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give the University written notice of the cessation of such occurrence.

15. TERMINATION FOR THE CONVENIENCE OF BUYER

The Buyer reserves the right to terminate this Purchase Order, or any part hereof, for its sole convenience. In the event of such termination, Seller shall immediately stop all work terminated and shall immediately cause any and all of its affected suppliers and subcontractors to cease work. Subject to the terms of this Purchase Order, Seller shall be paid a percentage of the price reflecting the

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percentage of the work performed prior to the notice of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of Buyer using its standard record keeping system, have resulted from the termination. Seller shall not be required to comply with federal cost accounting standards or federal contract cost principles for this purpose. This article does not give the Buyer any right to audit Seller's records. Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

16. TERMINATION FOR CAUSE

The Buyer may terminate this Agreement for default, in whole or in part, for cause in the event of any default by the Seller, or if the Seller fails to comply with any Purchase Order term or condition, or fails to provide the Buyer, upon request, with adequate assurances of future performance. In the event of Termination for Cause, the Buyer shall not be liable to the Seller for any amount for supplies or services not accepted, and the Seller shall be liable to the Buyer for any and all rights and remedies provided by law. If it is determined that the Buyer improperly terminated this contract for default, such termination shall be deemed a Termination for Convenience.

17. INVOICES AND PAYMENTS

Except as otherwise provided in this order, the Seller shall be paid, upon the submission of invoices or vouchers in a form satisfactory to the Buyer, the prices stipulated herein for supplies or equipment delivered and accepted or for services rendered and accepted, less deductions if any, as herein provided. Unless otherwise specified, partial payments will not be made. This, however, should not be construed to mean payments for partial shipments of complete items (as distinguished from components) will not be made. It shall be understood that the cash discount period to Buyer will date from the date of receipt of merchandise or the invoice, whichever is later, and not from the date of invoice. Payments shall be made by check.

18. TRAVEL

When travel is included as part of the performance under the Purchase Order and is set forth as a specific cost/price element in the Purchase Order, the following requirements shall apply:

1. Expenses for Domestic travel, lodging, meals, and incidental expenses shall be considered reasonable and allowable only to the extent that they do not exceed the maximum per diem rate in effect at the time of travel as set forth in the Federal Travel Regulations for the area of travel covered by this Purchase Order/Subcontract. The Seller/Subcontractor shall submit with its invoice, receipts or ticket stubs for items in excess of \$25 for fares, lodging, parking fees, toll charges, automobile rentals, etc.
2. Any Foreign travel, if required under this Purchase Order/Subcontract, shall be conducted pursuant to the requirements contained in DOE Order 551.1, "Official Foreign Travel" or any subsequent version of the Order in effect at the time of award. Note: All Foreign travel requests must be entered into the DOE Foreign Travel Management System (FTMS) within 60 calendar days before the proposed departure date. For the convenience of the traveler, the form "Request for Approval for Foreign Travel" (RAFT) is available at: <http://www-group.slac.stanford.edu/bsd/travel/default.htm>. The RAFT must be completed and transmitted to the Buyer/Contract Specialist no later than 60 calendar days prior to the proposed departure date. Upon receipt of the

Request for Approval for Foreign Travel, the Buyer/Contract Specialist shall coordinate through the UTR and SLAC Travel Office the submission of the RAFT to the DOE FTMS for review and approval.

Note: No Foreign travel shall be taken until a DOE FTMS Foreign Travel Approval Number has been obtained from the SLAC Travel Office and transmitted to the Seller/Subcontractor. Reimbursement for Foreign travel incurred without a FTMS Approval Number will not be allowed. The SLAC Travel Office may be contacted at Phone 650-926-4346.

19. CLAUSES INCORPORATED BY REFERENCE

The FAR and DEAR clauses listed below, which are located in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are incorporated by this reference as a part of the University's Purchase Order or Subcontract (hereinafter "Subcontract") as prescribed below. As used in the clauses, the term "contract" shall mean the Subcontract; the term "Contractor" shall mean the entity (hereinafter "Subcontractor") who entered into the Subcontract with the University; the term "subcontractor" shall mean the Subcontractor's subcontractor; and the terms "Government" and "Contracting Officer" shall mean the University, except in FAR clauses 52.227-1, 52.227-2, 52.227-3, 52.227-14, and 52.227-19, and DEAR clauses 970.5232-3, and 970.5245-1, in which clauses "Government" shall mean the U. S. Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract DE-AC02-76SF00515 with the University. The Subcontractor shall include the listed clauses in its subcontracts at any tier, to the extent applicable.

THE FOLLOWING CLAUSES APPLY TO ALL SUBCONTRACTS:

- | | |
|---------------|---|
| FAR 52.222-26 | EQUAL OPPORTUNITY (MAR 2007) (Note: Download the EEO Poster at: http://www.doi.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf) |
| FAR 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION (JAN2009) |
| FAR 52.223-2 | AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICES AND CONSTRUCTION CONTRACTS (DEC 2007) |
| FAR 52.223-3 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALT I (JUL 1995) |
| FAR 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) (ALTERNATE I – AUG 2003) (DEVIATION IAW A.L. 2008-5) |
- (a) Definitions. As used in this clause –
"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to implementing Instruction VIII of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management.
- "Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.
- (b) Implementing Instruction VIII of Executive Order 13423 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-

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Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Implementing Instruction VIII of Executive Order 13423.

(7) The environmental management system as described in Section 3(b) of Executive Order 13423.

FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)

FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (May 2008), para. (b) if the subcontract involves any energy-consuming products.

FAR 52.225-1 BUY AMERICAN ACT – SUPPLIES (FEB 2009)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

DEAR 952.227-9 REFUND OF ROYALTIES (FEB 1995), if "royalties" are paid under the Subcontract by the Subcontractor, or by a subcontractor at any tier.

FAR 52.227-14 RIGHTS IN DATA – GENERAL (JUN 1987), with Alternate V, and DEAR 927.409 paras. (a) and (d)(3).

If delivery of Restricted Computer Software is required, then add Alternate III.

If delivery of Limited Rights Data is required, then add Alternate II with the following five purposes to be added at the end of paragraph (a) of the clause:

1. Use (except for manufacture) by other contractors;
2. Evaluation by non-government evaluators;
3. Use (except for manufacture) by other contractors participating in the Government's program of which the specific subcontract is a part, for information and use in connection with the work performed under each subcontract;
4. Emergency repair or overhaul work; and
5. Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUN 1987), if the Subcontract involves the acquisition of commercially available computer software and a GSA/Subcontractor Multiple Award Federal Supply Schedule Contract is not applicable.

FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 1984)

DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000), if the Subcontract involves any work at a DOE-owned or leased facility.

DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994)

DEAR 970.5223-1 INTEGRATION OF ENVIRONMENT SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000), for effort involving complex or hazardous work).

DEAR 970.5223-2 AFFIRMATIVE PROCUREMENT PROGRAM (MAR 2003)

DEAR 970.5245-1 PROPERTY (DEC 2000)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$2,500:

FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (JUL 2005), if the Subcontract is principally for the furnishing of services through the use of "service employees" and if the subcontract exceeds \$2,500 UNLESS the Subcontract qualifies for class deviation under Section 4(b) of the McNamara- O'Hara Service Contract Act.

FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (FEB 2002), if FAR clause 52.222-41 applies.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$10,000 OR MORE:

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$15,000 OR MORE:

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH

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DISABILITIES (OCT 2010)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$25,000 OR MORE:

DEAR970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010), if the Subcontract involves hazardous activities stipulated in 10CFR707.2.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$100,000:

FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006), with Alternate I (OCT 1995).

FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

FAR 52.222-37 EMPLOYMENT REPORTS VETERANS (SEP 2010)

FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

FAR 52.227-3 PATENT INDEMNITY (APR 1984)

FAR 52.229-3 FEDERAL, STATE AND LOCAL TAXES (APR 2003)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$150,000:

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010), excepting paragraph (c)(1)

FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (DEC 2010)

DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST, ALTERNATE I (AUG 2009) if subcontract involves performance of advisory and assistance services.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$650,000:

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2010), if the Subcontract is a small business.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$700,000:

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (Oct 2010), unless the Subcontract is for commercial items, if the Subcontract exceeds \$700,000.

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR

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PRICING DATA - MODIFICATIONS (Oct 2010), if the Subcontract exceeds \$700,000.

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT EXCEEDS \$5,000,000 AND A PERFORMANCE PERIOD OF MORE THAN 120 DAYS:

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR2010)

THE FOLLOWING CLAUSE APPLIES IF THE SUBCONTRACT CALLS FOR WORK ON-SITE:

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

20. INDEMNITY

The Seller shall indemnify the Board of Trustees of the Leland Stanford Junior University, the Government of the United States, and the officers, agents, and employees of each of the foregoing, and hold them harmless from and against all claims of noncompliance with or violation of, by the Seller, applicable labor, personnel, and/or employment laws or regulations. Additionally, the Seller shall indemnify the Board of Trustees of the Leland Stanford Junior University, the Government of the United States, and the officers, agents, and employees of each of the foregoing, and hold them harmless from and against any and all loss, damage, expense and liability (including injury to or death of any person, including but not limited to the Seller, its lower tier Subcontractors, and the agents, servants, or employees of either), and from loss of or damage to property, arising out of, related to, deriving from or connected with the performance of the work hereunder; the Seller shall also indemnify the Board of Trustees of the Leland Stanford Junior University, the Government of the United States, and the officers, agents, and employees of each of the foregoing, and hold them harmless from and against any and all claims of such loss, damage, expense, liability, personal injury, death or property damage arising out of, related to, deriving from or connected with the performance of the work hereunder. The Seller shall pay any cost and/or attorneys fees, which may be incurred by any of the above-name indemnities in enforcing this indemnity.

21. INSURANCE

- a. The Seller is an independent contractor and all persons in the employ of the Seller in connection herewith shall be Seller's employees and not employees of the University or the U.S. Government in any respect whatsoever.
- b. The Seller shall maintain in effect at all times during the performance of the work under this Purchase Order at least the following coverages of insurance which shall be maintained with companies, underwriters or underwriting firms under forms of policies satisfactory to the University.
 - (i) Worker's Compensation to the extent required under the Labor Code of California and Employer's Liability with limits of not less than \$500,000 per person ; \$1,000,000 per occurrence.
 - (ii) Automobile Liability as follows:

Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired vehicles with a combined single limit not less than one million dollars (\$1,000,000) per occurrence. (Required only if Seller drives on University premises in the course of performing work for University.)
 - (iii) Comprehensive General Liability:
 - (a) Purchase Orders from \$-0- through \$100,000:

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\$2,000,000/\$2,000,000 Bodily Injury and
\$2,000,000 Property Damage.

- (b) Purchase Orders from \$100,001 through \$999,999: \$3,000,000/\$3,000,000 Bodily Injury and \$3,000,000 Property Damage.
- (c) Purchase Orders of \$1,000,000 and over: \$5,000,000/\$5,000,000 Bodily Injury and \$5,000,000 Property Damage.

Such insurance shall be endorsed to (a) provide that the University, its trustees, officers, employees, and agents and DOE are additional insureds under said Comprehensive General Liability policies with respect to liability arising out of or in any way connected with the performance of the Purchase Order and that said policies are primary as to any loss to which the insurance coverage provided thereby is applicable without right of contribution from any insurance otherwise maintained by the University or DOE; (b) contain a cross liability or severability of interest clause; (c) contain a clause waiving subrogation; and (d) provide that notice shall be given to the University at least thirty (30) days prior to cancellation or material change in the form of such policy. **Seller shall furnish to the University concurrently with the execution of this Purchase Order and prior to commencing any performance thereof, a copy of a Certificate of Insurance substantiating the said coverages and endorsements.**

- c. The Seller warrants that all of the insurance required by this Agreement is currently in effect and will be maintained throughout the period of this Purchase Order.
- d. Before permitting any Sub-subcontractor other than vendors of standard commercial materials and supplies to perform any work under this Purchase Order, the Seller shall require that such Sub-subcontractor furnish the Seller satisfactory evidence that he has taken out and maintains appropriate insurance similar to the above.

22. SELLER RESPONSIBLE FOR SAFETY

It is the Seller's responsibility to provide protection for SLAC property, SLAC personnel, other personnel and visitors, other government property, and private property, and to comply with all applicable environment, safety and health requirements, including SLAC ES&H Manual Chapter 49, incorporated herein by reference to the following link: (<http://www-group.slac.stanford.edu/esh/general/wshp/>).

The Seller is solely responsible for safe working methods and shall insure that SLAC workers and other personnel or visitors inside the buildings and out are not exposed to safety hazards. In accomplishing its work, the Seller will assume responsibility for compliance with SLAC environment, safety and health requirements, procedures, and policies (materials available upon request), and will ensure that Seller's employees comply and proceed in accordance with SLAC environment, safety and health requirements, procedures, and policies to the extent applicable to the Seller's work at this site. In the event that the Seller fails to comply with said requirements, procedures, and policies, the Buyer may, without prejudice to any other legal or contractual rights of the University or the DOE, issue an Order stopping all or any part of the work; thereafter a start Order for resumption of work may be issued at the discretion of the Buyer. The Seller shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage. Violations of applicable safety and

health requirements, or a pattern of noncompliance with same, is grounds for Termination for Default.

Flagmen, signs, barricades, fences, lights, fire extinguishers, and similar precautions shall be the responsibility of and shall be provided by the Seller to assure public safety and properly guard against personal injury or property damage.

Special care must be taken when working around and in the vicinity of high voltage lines.

The Possession of any kind of dangerous weapon, in particular all firearms and long-blade knives, on one's person, or in or on any vehicle, on the SLAC site is strictly prohibited.

The Seller may be required, prior to commencement of work, to furnish the University Purchasing Officer or his/her designee, in writing, an outline of its proposed accident prevention and fire prevention plan for all work contemplated under the Purchase Order.

23. HAZARD COMMUNICATION STANDARD

The Seller's attention is specifically directed to the Federal O.S.H.A. "HAZARD COMMUNICATIONS" Standard (29 Code of Federal Regulation 1910.1200). The Seller is required to comply with this Standard in all respects, including but not limited to, furnishing to the University and appropriate posting at the job site, copies of the Material Safety Data Sheets (MSDS) for all hazardous materials brought onto the University premises. Copies of the Material Safety Data Sheets shall be furnished to the Buyer prior to any such materials being brought to the job site.

24. SECURITY

The Seller is responsible for the safe keeping of all of his/her materials, tools and equipment brought to SLAC.

25. CLEAN UP

The Seller shall, at all times, keep the work site, including storage areas used by it, free from accumulations of waste materials, trash, or rubbish. Each day the Seller will remove any material tracked, or otherwise introduced into SLAC buildings or other property by the Seller's personnel. If not performed in a timely manner, the University will arrange for cleaning services and back charge the Seller. At the end of each work day, the Seller shall clean the work areas and remove loose debris.

Upon completion of the work, the Seller shall remove any accumulation from and about the premises, and all tools, scaffolding, equipment, and materials not the property of the University. The Seller shall leave the work and premises in a condition satisfactory to the University.

26. WORKING HOURS

The Seller will be permitted to work in the designated work areas, during normal working hours (7:30 a.m. to 4:30 p.m., Monday through Friday). Delivery of materials is to be made during normal working hours.

Access to work areas after normal working hours, on holidays, or weekends must be authorized in writing by the Purchasing Officer or his designee.

27. DOSIMETER BADGES

Dosimeter badges that measure exposure to ionizing radiation will be issued by the University to all Seller personnel working in the Research Areas. Although no personal radiation exposure above natural background radiation is anticipated, the badges are required for compliance with Department of Energy regulations and for site security. These badges will be issued at the Sector 30 Gate by the guard on duty. Radiation dosimeters are to be carried at all times while inside the Radiation Areas. Persons entering the area will be required to show their badge to the guard on duty at

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the gate house.

The Seller shall maintain a list of badge holders. A copy of the list shall be submitted to the Buyer whenever a change is made. The Seller is responsible for the return of each dosimeter to the guard at the Sector 30 Gate when each individual completes his activity under this Purchase Order. All badges and keys (if any) must be returned or otherwise accounted for in writing prior to final payment.

28. COOPERATION WITH OTHER SELLERS, SUBCONTRACTORS, AND SLAC PERSONNEL

Other Sellers, Subcontractors, and SLAC technicians may be working in or occupying the area within or adjacent to the Seller's work area. The Seller shall cooperate with others in the scheduling of work to avoid undue inconveniences to all concerned.

The Seller shall confine his/her activity to the areas designated. Other SLAC areas shall not be visited without specific permission and under no circumstances will the Seller's personnel cause interruption of normal SLAC activities in other areas.

29. WORKMANSHIP AND MATERIALS

a. *Grade of workmanship and materials:* Unless otherwise directed by the Buyer or expressly provided for by specifications issued under this Purchase Order:

1. All workmanship shall be first class; and
2. All articles, equipment and materials incorporated in the work are to be:
 - (i) New and of the most suitable grade of their respective kinds for the purpose;
 - (ii) in accordance with any applicable drawings and specifications; and
 - (iii) Installed to the satisfaction and with the approval of the Buyer.

Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Buyer shall decide the question of equality.

b. *Samples and test results:* If the Buyer so requires, the Seller shall submit for approval samples of or test results on any materials proposed to be incorporated in the work before making any commitment for the Purchase of such materials.

30. UTILITY AND EQUIPMENT OUTAGES

All required utility outages, including power, domestic water, fire protection, sanitary sewer, gas, heating, ventilation, air conditioning, etc., shall be scheduled in advance. All outage requests shall be scheduled and coordinated through the University Representative designated in this Purchase Order, or through the Purchasing Officer, or his designee, when there has been no such designation.

31. TRASH DISPOSAL

No burning, dumping or disposal of trash on University property will be permitted. The Seller will be responsible for

the disposition of all trash, rubbish, and waste material in such manner as shall comply with requirements of all regulatory bodies and the University.

32. CODES AND STANDARDS

1. All work performed shall meet or exceed requirements of all applicable codes, standards, and regulations. All codes, standards, and referenced specifications indicated shall mean latest edition, including supplements when such exists, unless otherwise stated. Where differences exist between codes, standards, and referenced specifications, the greatest protection shall govern.

The codes, standards, and regulations listed below shall be considered minimum requirements:

- a. 29 CFR Part 1910. Occupational Safety and Health Standards
- b. 29 CFR Part 1926. Safety and Health Regulations for Construction
- c. American National Standards Institute (ANSI) - Safety Standards
- d. Boiler and Pressure Vessel Code, Section I-IX (ASME)

2. The following may be applicable based on the type of on site services performed under this order:

- a. U.S. Department of Energy (10 CFR 851) which incorporates National Fire Protection Association codes including (NFPA 70E).

Any violation of applicable codes, standards, or regulations that creates a life-threatening or similarly significant risk of harm may subject the Seller or its subcontractors to an immediate "Stop Work" Order.

33. UNIVERSITY'S REPRESENTATIVE

The work to be performed by the Seller under this Purchase Order is subject to the guidance and technical monitoring of the University Representative, Point of Contract (POC) or University Technical Representative (UTR) who shall be specifically designated by the University in writing. Where no such designation has been made, the Purchasing Officer, or his designee, will be considered to be the University Representative.

Technical guidance consists of written communications to the Seller within the scope of work, which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes appropriate guidance to the Seller to facilitate compliance with the specifications.

Technical monitoring includes the process of conducting inquiries, requesting information, or transmitting information or advice by the University Representative, regarding matters within the definitions and requirements of the scope of work. The University Representative is authorized to make evaluation of submittals and elements of work required by this Purchase Order.

This technical guidance and monitoring shall not impose tasks or requirements upon the Seller additional to or different from the general tasks or requirements stated in the Purchase Order. All technical guidance must be issued in writing and shall not commit the University to an adjustment of the Purchase Order price, performance period, or other Purchase Order provisions. All technical guidance issued in any other manner is not valid and shall not be followed.

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Any action taken by the Seller in response to any communication by any person other than the University Representative, or the Purchasing Officer, or his designee, shall be deemed to be unauthorized and at the Seller's own risk.

34. SPECIAL SLAC ENVIRONMENTAL CONSIDERATIONS

All sellers shall conduct activities at SLAC in a manner which is consistent with all applicable federal, state, and local environmental laws and regulations. If applicable, consider the following in completing your bid package:

Materials used or processes/activities regulated by the Clean Air Act shall conform to requirements specified by the Bay Area Air Quality Management District. Examples of typically regulated materials and processes include, but are not limited to:

- Materials: paints, epoxies, sealants, and solvents.
- Processes/activities: solvent cleaning, painting, sandblasting, and asbestos removal.

All on-site activities shall include Best Management Practices (BMPs), required by the Clean Water Act, to prevent the introduction of hazardous and non-hazardous materials into storm water or conveyances that transport storm water off-site to streams and the Bay. Failure to maintain adequate measures to ensure protection of storm water or its conveyances as required under the Clean Water Act may result in Termination for Cause, and assessment of clean-up costs.

The following BMPs must be observed in the course of performance at SLAC:

- Means and methods to prevent the entry of non-storm water materials into storm waters and drains.
- Practices that will reduce or eliminate the production hazardous and non-hazardous waste.
- Practices that will contain waste/debris in designated areas.
- Practices that will minimize the destruction of vegetation and slopes.
- Practices that stabilize soils in disturbed areas.
- Practices that prevent, control, or eliminate debris from entering runoff.
- Practices that control soil erosion during the rainy season.

Inadvertent releases/discharges into storm water drains/conveyances must be reported immediately to the Waste Management Department at 926-2399, 926-3586 or 926-3341.

35. IDENTIFICATION OF SUBCONTRACTOR PERSONNEL

- a. Only persons who are eligible to work in the United States of America (U.S. citizens, green card holders, or those with the appropriate visa) may be employed to work at this site. Subcontractors and their employees must show government-issued identification to gain access to this site, and persons who are unable to provide proper I.D. will not be permitted to enter SLAC premises.
- b. The seller hereby certifies that it is in compliance with all applicable federal, state, and local labor laws and regulations.

36. SENSITIVE FOREIGN NATIONS SITE ACCESS

In accordance with the Department of Energy Acquisition Regulation 952.204-71 "Sensitive Foreign Nations Controls" (see Article 19 – Clauses Incorporated By Reference), Article 35 "Identification of Subcontractor Personnel" and SLAC's Implementation Plan approved by DOE in March 2011 in lieu of DOE Order 142.3 "Unclassified Foreign Visits and Assignments" or any subsequent version of the order in effect at the time of award, specific approval requirements for certain non-citizens working at SLAC National Accelerator Laboratory have been established. All non-citizen Subcontractor and Sub-subcontractor employees performing any effort under this purchase order/subcontract shall be subject to the requirement for the completion and submittal of an online registration form if the employee(s) are nationals of, or were born in the following countries listed on the SLAC Foreign Visits & Assignments Office web page: http://www-group.slac.stanford.edu/hr/fva/sensitive_countries.htm.

For Non-citizen Subcontractor and Sub-subcontractor employees performing any effort under this Subcontract that are nationals of, or were born in, countries, classified as State Sponsors of Terrorism (SST), there shall be a waiting period of a minimum of thirty (30) days before granting access to the SLAC site.

The online list of SST countries can be found at: <http://www.state.gov/s/c/c14151.htm>. The online registration form is available through the SLAC Foreign Visits & Assignments Office @ http://www-group.slac.stanford.edu/hr/fva/sensitive_countries.htm.

37. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Purchase Order shall consist of the Purchase Order Signature Page, and Special Provisions, these Standard Terms and Conditions, and any other referenced and incorporated clauses, provisions, and documents, which is the entire Agreement between the parties concerning the subject matter hereof and supersedes all prior proposals, representations, negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising this Purchase Order shall be resolved by giving precedence in the following Order: (a) the Purchase Order document (b) any Special Provisions; (c) these Standard Terms and Conditions; (d) the clauses incorporated by reference hereunder; (e) any specifications; (f) any other documents exhibits, or attachments.

(END OF TERMS AND CONDITIONS)

Section J - List of Attachments

1. Exhibit A – Reference Sheet
2. Exhibit B – Subcontract Terms and Conditions Acceptance
3. Exhibit C – Sample Certificate of Insurance
4. Exhibit D – Worker Safety and Health Program Acknowledgement Form
5. Exhibit E – ISEMS Summary for Subcontractors
6. Exhibit F – SLAC On-Site Medical Services

SECTION K

Representations and Certifications (12/2007)

SLAC National Accelerator Laboratory
Operated for the U.S. Department of Energy by Stanford University

REPRESENTATIONS AND CERTIFICATIONS

(This solicitation is issued under Contract No. DE-AC02-76SFO0515 with the Department of Energy)

The following Representation & Certification solicitation provisions must be completed and this form must be signed and returned with the offeror's proposal. As used herein, the term "Contract" shall mean the Purchase Order or Subcontract resulting from this solicitation; the term "Contractor" shall mean the entity (hereinafter "Subcontractor") who shall enter into the Purchase Order or Subcontract with the University; the term "subcontract" shall mean the Subcontractor's subcontract; and the terms "Government" and "Contracting Officer" shall mean the University. The term "Offer" includes "Bid," "Proposal," and "Quotation;" and the term "Offeror" includes "Bidder," "Proposer," "Quoter," and "Vendor" as may be applicable.

NOTICE: Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, HUBZone small, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to Sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references Section 8(d) for a definition of program eligibility, shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies including suspension and debarment; and (3) be ineligible for participation in programs conducted under the authority of the Act.

The Offeror represents and certifies as part of its offer that: *(Check or complete all applicable boxes or blocks.)*

1. TYPE OF ORGANIZATION.

It operates as ☐ an individual, ☐ a sole proprietorship, ☐ a partnership, ☐ a nonprofit organization, ☐ a professional corporation, or ☐ other corporation incorporated in the State of _____, or country _____, if a foreign country.

BIDDER/OFFEROR AFFILIATION AND IDENTIFYING DATA.

Taxpayer identification number (TIN) (26U.S.C. 6050M).

(a) Taxpayer Identification Number (TIN).

- ☐ Offeror's TIN: _____
☐ TIN has been applied for.
☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
☐ Other. State basis. _____

2. SMALL BUSINESS.

It ☐ is, ☐ is not a small business concern and that ☐ all, ☐ not all end items to be furnished will be manufactured or produced by a small business concern in the United States or its outlying areas as defined in 48 CFR subpart 2.101. "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR 121.

3. VETERAN-OWNED SMALL BUSINESS.

It ☐ is, ☐ is not a veteran-owned small business concern. "Veteran-owned small business concern" means a small business concern (a) not less than 51 percent of which is owned by one or more veterans, as defined at 38 U.S.C. 101(2), or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (b) the

management and daily business operations of which are controlled by one or more veterans.

4. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS.

It ☐ is, ☐ is not a service-disabled veteran-owned small business concern. (a) "Service-disabled veteran-owned small business concern" means a small business concern (i) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. (b) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

5. HUBZone SMALL BUSINESS.

It ☐ is, ☐ is not a HUBZone small business concern appearing, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126.

6. SMALL DISADVANTAGED BUSINESS CONCERN.

It ☐ has, ☐ has not received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, subpart B, and, if it has:

- (a) No material change in disadvantaged ownership and control has occurred since its certification;
(b) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(c) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the Central Contractor Registration (CCR) database.

7. WOMEN-OWNED SMALL BUSINESS.

It ☐ is, ☐ is not a women-owned small business concern. "Women-owned small business concern" means a small business concern that (a) is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (b) the management and daily business operations of which are controlled by one or more women.

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REPRESENTATIONS AND CERTIFICATIONS

8. EQUAL OPPORTUNITY.

(Applicable if offer exceeds \$10,000)

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not filed all required compliance reports.

9. a. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

(Not applicable to Construction Work)

The bidder/offeror represents that (a) it has ☐ developed and has on file, has not ☐ developed and does not have on file, at each establishment an affirmative action program as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it has not ☐ previously had contracts subject to written affirmative action program requirements of the rules and regulations of the Secretary of Labor.

b. **EQUAL OPPORTUNITY COMPLIANCE** (Applicable to all proposals exceeding \$1,000,000.)

The bidder/offeror represents:

- 1) That a full compliance review of the bidder/offeror's employment practices has ☐, has not ☐ been conducted by an agency of the Federal Government.
- 2) If a full compliance review has been conducted by an agency of the Federal Government, the most recent compliance review was conducted on _____ by _____. (Date) (Federal Agency)
- 3) The proposed first-tier subcontractors which will be awarded subcontracts of \$1,000,000 or more are.

Any bidder/offeror and its known first-tier subcontractors which will be awarded subcontracts of \$1,000,000 or more will be subject to full, preaward equal opportunity compliance reviews before the award of the subcontract for the purpose of determining whether the proposer and its subcontractors are able to comply with the provisions of the Equal Opportunity clause.

10. NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.

a. Offerors and Bidders are cautioned as follows: By signing this bid/offer, the bidder/offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation set out below. The certification provides that the offeror does not maintain or provide for its employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a defacto basis. The certification also provides that it will not maintain such segregated facilities. Failure of a bidder/offeror to agree to the Certification of Nonsegregated Facilities will render its offer nonresponsive to the terms of solicitations involving awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

b. Certification of Nonsegregated Facilities: The bidder/offeror (hereinafter called the "Subcontractor") certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in the Subcontract or Order for which this offer is submitted. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating

areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Subcontractor further agrees that (except where the proposed subcontractors have submitted identical certifications for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

c. Notice to Prospective Subcontractors of Requirement for Certifications on Nonsegregated Facilities: A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, annually).

11. REGULAR DEALER-MANUFACTURER

(Applicable only to supply contracts exceeding \$10,000.) It is a _____ regular dealer in _____ manufacturer of, the supplies offered.

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.

(Applicable if offer exceeds \$25,000.)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) ☐ Are, ☐ are not at present debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ☐ Have, ☐ have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) ☐ Are, ☐ are not at present indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror ☐ has, ☐ has not within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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REPRESENTATIONS AND CERTIFICATIONS

(b) The Offeror shall provide immediate written notice to the University if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

13. PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.

(Applicable if offer exceeds \$100,000.)

(a) The definitions and prohibitions contained in the Limitation on Payments to Influence Certain Federal Transactions clause, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this subcontract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the University; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this subcontract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. TOXIC CHEMICAL RELEASE REPORTING.

(Applicable if offer exceeds \$100,000.)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for subcontract award.

(b) By signing this offer, the Offeror certifies that –

(1) As the owner or operator of facilities that will be used in the performance of this subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the subcontract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

15. ANTI-KICKBACK.

(Applicable if offer exceeds \$100,000.) By submission of this offer, the Offeror certifies that it has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback; and has not included, directly or indirectly, the amount of any kickback in the offer. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, to any Government prime contractor (e.g., the University), prime contractor employee, subcontractor at any tier, or employee of a subcontractor at any tier, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Government prime contract or in connection with a subcontract at any tier relating to a Government prime contract.

16. BUY AMERICAN CERTIFICATE.

The bidder/offeror hereby certifies that each end product, except the end products listed below, is a domestic source end product (as defined in the provision entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin

17. PERCENT OF FOREIGN CONTENT

The bidder/offeror will represent (as an estimate), herein, before the award of a purchase order or subcontract, the percent of the foreign content of the item or service being procured expressed as a percent of the subcontract award price (accuracy within plus or minus 5 percent is acceptable). Percent of Foreign Content: _____

18. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated Facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

19. EMPLOYEE-VENDOR RELATIONSHIP CERTIFICATION

An affirmative response in the following certification will require the University to evaluate your offer to determine whether a conflict of interest exists. A determination that a conflict of interest exist may necessitate rejection of your offer. The fact that an employee or former employee of Stanford University, or near relative of an employee owns, controls, or has a significant financial interest in your organization will not, in and of itself, necessarily be cause for rejection of your offer.

Definitions:

Employee: Any individual who is presently employed by any entity of Stanford University, including the Stanford Linear Accelerator Center.

Former Employee: An individual who has retired or separated from Stanford University, was dismissed, or was otherwise formerly employed by the University.

Near Relative: The employee's spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law of a Stanford University employee, and step-relatives in the same relationship. Near relative also includes the domestic partner of a University employee and a relative of the domestic partner in one of the foregoing relationships.

Control: Having some right to direct or transfer property (even though there exists no actual title to the property, such as trusteeship, power of appointment, or contract) that could be the basis for influence upon the selection or decisions of an organization's management personnel.

Significant Financial Interest: Owning or controlling more than 10 percent of the organization.

Certification:

To the best of my knowledge and belief, an employee or former employee of Stanford University or a near relative of an employee ☐ does ☐ does not own, control, or have significant financial interest in the Offeror's organization.

If an employee or former employee of Stanford University or near relative thereof does own, control, or have significant financial interest in the Offeror's Organization, identify the employees and the Stanford University entity where that person is employed

Signature

Name

Title

Date

Company Name

Address

City, State, Zip Code

Telephone Number

SECTION L
(Technical Proposal Required)

PROPOSAL PREPARATION INSTRUCTIONS

A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of three (3) separate parts; **Part I** - Technical Capability, **Part II** - Business Criteria, and **Part III** – Cost/Price Factors.

B. The procurement specialist has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the procurement specialist will review this determination and if, in the procurement specialist's opinion, adequate price competition exists no additional cost information will be requested and certification will not be required. However, if at any time during this competition the procurement specialist determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the procurement specialist to determine the reasonableness and affordability of the price.

C. CONTRACT DOCUMENTATION - *Submit original only*

- Section A – Subcontract Form
- Section B – Supplies or Services and Pricing
- Section K – Representations and Certifications
- Exhibit A – References
- Exhibit B – Statement of Acceptance of SLAC's Terms and conditions
- Exhibit D - Worker Safety and Health Program Acknowledgement Form
- All submittals as stated in Sections L&M and per the Statement of Work

Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

1. Requirements of the RFP (CLINs, Statement of Work, and/or Specification) and University standards and regulations pertaining to this requirement.
2. Evaluation Factors for Award in Section M of this RFP.

D. Proposal Format:

- a. The proposals will be 8 1/2" x 11" paper except for fold-outs used for charts, tables, or diagrams, which may not exceed 11" x 17".

- b. A page is defined as one face of a sheet of paper containing information.
- c. Typing shall not be less than 12 pitch.
- d. Elaborate formats, bindings or color presentations are not desired or required.

E. The proposal shall be prepared and authored by a person or persons regularly employed by the Offeror. The proposal should state the name of each person contributing to the authorship of the proposal, the person's position title, and the position the person will hold in relation to the proposal should a contract be awarded. The proposal should be prepared simply and must be clear, legible, practical, specific and complete, as described in these instructions. No samples or descriptive literature are to be specially prepared for submission with your proposal. Adherence to the prescribed formats will simplify the review process for the Source Selection Board (SSB) and/or the evaluator(s).

F. The following evaluation factors and subfactors will be used to evaluate each proposal: Award will be made to the offeror proposing the combination most advantageous to the University based upon an integrated assessment of the evaluation factors and subfactors described below. The evaluation factors are listed in order of importance. Within the Requirement Capability factor, the subfactors are listed in order of importance. Be careful to pay attention to each factor and subfactor as you will be evaluated on your submission of a complete technical review.

Factor I – Technical Capability

Offerors shall demonstrate their technical capabilities in each area as described in Section M of the Technical Proposal instructions. (Ref. Factor I and subfactors)

- Subfactor 1 – Relevant Experience
- Subfactor 2 – Technical Capability
- Subfactor 3 – Deliverables
- Subfactor 4 – Communications
- Subfactor 5 – Ordering Template

Factor II – Business Criteria:

Demonstrate in the technical proposal their ability to meet or exceed the Business Criteria as stated in Section M of the Technical Proposal instructions. (Ref. Factor II and subfactors).

- Subfactor 1 – Company Profile
- Subfactor 2 – Similar Contracts
- Subfactor 3 – Employee Profile

Factor III- Cost/Price:

Proposals will be evaluated by the SLAC personnel and as stated in Section M. (Ref. Factor III)

Complete blocks 7, 11, and 12b thru 12d of the RFP Section A. In doing so, the offeror accedes to the contract terms and conditions as written in the RFP Sections A through K. These sections constitute the model contract.

(b) Insert proposed unit and extended prices in Section B for each Contract Line Item Number (CLIN) or Sub CLIN (SCLIN), including all option periods. The extended amount must equal the whole dollar unit price multiplied by the number of units.

G. Evaluation Process:

- a) The focus of the proposal evaluation and selection process will be to identify the individual proposal strengths, weaknesses and deficiencies. The evaluation will analyze each offeror's resources that are available to perform under the contract, and how those resources will be utilized during contract performance. This includes the offeror's proven ability through demonstrated past experience to satisfy all Performance Work Statement requirements.
- b) All proposals shall be evaluated utilizing an adjectival technical rating based on "Exceeding, Meeting and/or Not Meeting" the technical requirements. Additionally each rating shall include a descriptive statement or comment that will provide a written rational for the basis of the rating based on overall strengths, weaknesses, value additions and or deficiencies in the proposal responses.

Exceeds Requirements	<u>Outstanding Overall Proposal.</u> The proposal satisfies all of the University's requirements with extensive detail to indicate feasibility of the approach and shows a thorough understanding of the problems and offers numerous significant strengths, which are not offset by weaknesses, with an overall low degree of risk in meeting the University's requirements.
Meets Requirements	<u>Acceptable Overall Proposal.</u> The proposal satisfies all of the University's requirements with adequate detail to indicate feasibility of the approach and shows an understanding of the problems and offers some significant strength or numerous minor strengths, which are not offset by weaknesses, with an overall moderate degree of risk in meeting the University's requirements.
Doesn't Meet Requirements	<u>Unacceptable Overall Proposal.</u> The proposal contains minimum detail to indicate feasibility of approach, shows minimal understanding of the project, contains major error(s), omissions(s) or deficiency (ies) or involves a moderate to high risk.

- A. Technical and Price proposal responses will be submitted in a single sealed envelope and labeled accordingly. Technical Proposals will be evaluated by the Technical Team (Source Selection Board). Price proposals will be evaluated

solely by the Business Evaluation Representative (Subcontract Administrator). Based on the preliminary rankings of each proposal against all evaluation criteria the Source Selection Board may select successful finalists to provide Oral Presentations.

- B. Oral Presentations *may* be scheduled with those offerors determined to be within the competitive range. Oral Presentation Instructions shall be provided to both Source Selection Board Members and those firms selected to provide an oral presentation.
- C. A final source selection recommendation identifying the offeror to be awarded the contract, including supporting rationale and the technical to price tradeoff assessment of the offeror's proposal shall be prepared by the Source Selection Board and presented to the Business Evaluation Representative for approval prior to award.

H. Proposal submission:

One (1) original and four (4) copies of the complete written *price proposal*, one (1) original and four (4) copies of the complete written *technical proposal* (pricing excluded). Business Criteria responses shall be included as part of the Technical Proposal.

SECTION M
(Technical Proposal Required)

I. BASIS FOR CONTRACT AWARD: This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, Source Selection, as supplemented by the Department of Energy Federal Acquisition Regulation Supplement (DEARS), and SLAC Terms and Conditions. The University will select the best overall offer, based upon an integrated assessment of all the technical factors and subfactors to include Cost/Price. The subcontract may be awarded to the offeror who is deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Attachment A of this solicitation) and is judged, based on the evaluation factors and subfactors to represent the best value to the University. The University seeks to award to the offeror who gives the University the greatest confidence that it will best meet, or exceed, the requirements. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors, and the Source Selection Board reasonably determines that the technical superiority and/or overall business approach of the higher price offeror outweighs the cost difference. The SSB will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation (described below). While the University's source selection board and the Business Evaluation Representative will strive for maximum objectivity, the source selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process. The evaluation process shall proceed as follows:

- A. **Number of Contracts to be Awarded.** The University intends to award one or more subcontracts for this project.
- B. **Rejection of Unrealistic Offers.** The University may reject any proposal that is evaluated to be unrealistic in terms of program commitments, contract terms and conditions, or unrealistically high or low in cost when compared to the University's estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.
- C. **Correction Potential of Proposals.** The University will consider, throughout the evaluation, the "correction potential" of any deficiency or uncertainty. The judgment of such "correction potential" is within the sole discretion of the University. If an aspect of an offeror's proposal does not meet the University's requirements and is not considered correctable, the offeror may be eliminated from the competitive range.
- D. **Competitive Advantage from Use of GFP.**
The University will eliminate any competitive advantage resulting from an offeror's proposed use of Government-furnished property (GFP).

E. Weighted Factors.

In terms of relative weights among the Factors, Technical Capability is more important than, Past Performance and Price individually, but of less importance than those two factors combined.

II. EVALUATION FACTORS AND SUBFACTORS:

Provide a detailed comparison of the technical/business criteria requirements listed below to the technical proposal, indicating the extent to which each requirement of the sample subcontract will be met or exceeded.

Factor I – Technical Capability

You will be evaluated against your technical capabilities in the areas listed below.

Subfactor 1 –Relevant Experience:

The Offeror's shall be evaluated on their recent experience in successfully performing at least three contracts similar in type, complexity and time constraints to the scope of the proposed subcontract, either public or private. Include technical and business contact points by name, title, address, telephone number and, if available, e-mail address. Offerors are encouraged to include a self-assessment of their performance on these contracts, including what went well and what did not. Offerors may discuss the latter in the context of a lessons learned from the project and how the lessons have been incorporated into improved products/services and processes.

Subfactor 2 – Technical capability

Demonstrate your capability in the following areas. Provide a detailed comparison of the technical skill set requirements of the RFP to the technical proposal, indicating the extent to which each requirement will be met or exceeded.

- a. Web Design (in addition to the above mentioned, provide URL's as examples)
- b. Web Development
- c. Inverwoven TeamSite Development
- d. Search Engine Optimization Engineering
- e. SharePoint Development
- f. SharePoint Administration
- g. APEX Development
- h. Provide the URL's as examples of firms you've provided

Subfactor 3 – Deliverables:

Offeror must provide a detailed plan demonstrating their methodology for insuring the completion of the deliverables as outlined in the SOW.

Subfactor 4 – Communications:

- a) Communication strategy to ensure effective lines of communications between Offeror and SLAC.
- b) Point of Contact – The representative of the firm must be empowered to speak on behalf of contractual and policy matters.

Subfactor 5 – Ordering Template:

- a) Subcontractors to submit a sample ordering template. Template should include *all* information needed to process a Task Order.

Statement of Affirmative Compliance - Your statement of affirmative compliance should include sufficient details which reflect that your firm has established internal processes to execute all tasks listed above, as well as list any exceptions you may have to the Statement of Work.

Factor II – Business Criteria:

Subfactor 1 –Company Profile:

The Offeror's company profile will be a factor in consideration for award. The profile should present (at minimum) the following:

- a. Name of parent company
- b. Location of office/branch responsible for providing the proposed services
- c. Number of years in business
- d. Length of time in business of providing proposed services
- e. Number of subcontracts similar in scope to those listed in this solicitation
- f. Total number of clients in the proposed service area
- g. Termination for default – If the firm has had a contract terminated for default in the last five (5) years, describe in detail the incident.

Subfactor 2 –Similar Contracts:

Identify and document past or current contracts (including Federal, State, and local government and private) for efforts similar to the SOW identified in this solicitation. Be sure to highlight your experience in working with DOE national laboratories on projects of a similar nature.

Subfactor 3 –Employee Profile:

All Offerors are required to provide an organizational chart and resumes (s) of all key personnel including consultants, and a list of similar experiences that the proposed personnel have successfully completed in the last five (5) years. Name & address, contact person/title, phone, fax and email addresses of all references are required.

- b) Provide the name, title, email and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also identify those individuals authorized to negotiate with the University.
- c) Resumes of Key Personnel/Team – List each key person proposed to actively participate in the project. Each resume should include the following:
 - a. Name of professional
 - b. Role in the project
 - c. Years of experience in performing duties similar in scope to those listed in this solicitation
 - d. Total years of relevant experience, including with your firm
 - e. Education - provide detailed information on the highest relevant academic degree (s) received, and each area (s) of specialization for each degree received, and how it relates to the experience necessary to complete the scope of work indicated for this project.
 - f. Relevant projects – information on three (3) projects in which the person had a significant role which demonstrates the individual's capability relevant to his/her proposed role in this project. Include the project title, location, scope, size, cost, specific role and time frame it took to complete the project (a simple excerpt will suffice).

Factor III- Cost/Price: Although Price is important it will not be used for the sole basis for award. A qualitative assessment based on the Proposed Schedule, Approach, Overall Qualifications (including Business Qualifications), Technical Proposal, and Pricing Proposal will all be evaluated. The technical differences shall be noted between the proposal offers, and adequately documented to determine any price/technical tradeoff to support the final award.

Submit along with your proposal your rate schedule and related categories.

EXHIBITS

Exhibit A – Reference Sheet

Exhibit B – Subcontract Terms and Conditions Acceptance

Exhibit C – Sample Certificate of Insurance

Exhibit D – Worker Safety and Health Program Acknowledgement Form

Exhibit E – ISEMS Summary for Subcontractors

Exhibit F – SLAC On-Site Medical Services

Exhibit A

REFERENCES

Please provide three (3) References

**REFERENCE(S) FOR PRESENT/PAST PERFORMANCE
OR EXPERIENCE**

A. PRIOR SERVICE(S) PERFORMED FOR:

1) COMPANY OR ORGANIZATION: _____

2) ADDRESS: _____

3) PERSON FAMILIAR WITH PERFORMANCE: _____

4) OFFICIAL TITLE: _____

5) TELEPHONE NUMBER: _____

6) ELECTRONIC MAIL ADDRESS: _____

B. DESCRIPTION OF PRIOR SERVICES PERFORMED:

1) CONTRACT NUMBER: _____

2) ESTIMATED DOLLAR AMOUNT: _____

3) PERIOD OF CONTRACT PERFORMANCE : _____

4) SUMMARY OF SERVICE(S) PERFORMED:

Exhibit B

SUBCONTRACT TERMS AND CONDITIONS ACCEPTANCE

The Offeror/prospective subcontractor agrees to the unqualified acceptance of Subcontract Clauses (terms and conditions) and the General Provisions incorporated in full text or by reference in RFP.

Signature

Date

Name

Title

Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR CONTRACTS <\$100K - NO AMOUNT LESS THAN \$2MIL CONTRACTS >\$100K & <\$1MIL - NO AMOUNT LESS THAN \$3MIL CONTRACTS >\$1MIL - NO AMOUNT LESS THAN \$5MIL GEN'L AGGREGATE LIMIT APPLIES ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	NO AMOUNT LESS THAN \$1MIL			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	NO AMOUNT LESS THAN \$1MIL			WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Board of Trustees of the Leland Stanford, Junior, University (University), the U.S. Dept. of Energy (DOE), and their officers, employees, and agents, are additional insureds under Comprehensive General Liability Policies [if construction, insert project name or P.O. #]; such policies are primary as to any loss to which the insurance coverage provided thereby is applicable, including bodily injury, personal injury, property damage, and vehicle liability, without right of contribution from any insurance otherwise maintained by the University or DOE. Insurer waives all rights of subrogation against the University and DOE. The policy shall include a cross liability or severability of interests clause in addition to the waiver of subrogation.

CERTIFICATE HOLDER

CANCELLATION

The Board of Trustees of the Leland Stanford, Jr. University 2575 Sand Hill Road Menlo Park, CA 94025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



ENVIRONMENT, SAFETY & HEALTH DIVISION

Chapter 42: Subcontractor Safety Worker Safety and Health Program Acknowledgement Form

Product ID: 509 | Revision ID: 1244 | Date Published: 27 October 2010 | Date Effective: 27 October 2010
URL: <http://www-group.slac.stanford.edu/esh/eshmanual/references/subcontractorFormWSHP.pdf>

Submission of this completed form is a prerequisite for issuance of the notice to proceed.

To be completed by the vendor representative. (Note a separate form must be submitted for all sub-tier subcontractors)

Purchase Requisition Number: _____

Supplier / Vendor: _____

Prepared by (foreman / supervisor
for the job if possible): _____ Phone: _____ Cell Phone: _____

Supplier / Vendor Point of Contact: _____ Phone: _____ Cell Phone: _____

10 CFR 851 Compliance

As a subcontractor to SLAC, you fall under the requirements of 10 CFR 851 (Worker Safety and Health Program) while your workers are physically located at SLAC.¹ As such, you must be aware of, and comply with, the requirements of this regulation. You can find further details about these requirements at "Worker Safety and Health Program – Subcontractors", at <http://www-group.slac.stanford.edu/esh/general/wshp/subcontractors.htm>. This information is provided **only** as a guide – it is your responsibility to ensure you have read and understand the actual regulatory requirements.

Name: _____ Signature: _____ Date: _____

I certify that that I have read the requirements of 10 CFR 851 and attest that our work on this subcontract will comply with the requirements of 10 CFR 851 and SLAC's WSHP.

Will you have any employees that will work on-site at SLAC for 30, 8-hour days in a twelve-month period, or are enrolled for any length of time in a medical or exposure monitoring program required by federal, state or local regulations (including, but not limited to: hearing conservation, respiratory protection, lead exposure, beryllium exposure, etc.)?

☐ No

☐ Yes; If yes, you will need to have comprehensive occupational medicine services for your workers and comply with the Occupational Medicine requirements of 10 CFR 851 Appendix A §8 (see "Worker Safety and Health Program – Subcontractors", at <http://www-group.slac.stanford.edu/esh/general/wshp/subcontractors.htm>).

If you answered yes above, please provide your occupational medicine provider contact information:

Clinic/Physician: _____

Phone: _____ E-mail: _____

If you have any questions in filling out this form, please contact the SLAC procurement specialist.

¹ Note SLAC is a DOE facility and therefore primarily subject to the health and safety requirements of the DOE, as opposed to Cal/OSHA. However, compliance with Cal/OSHA safety and health requirements will provide equivalent protection.

Notes

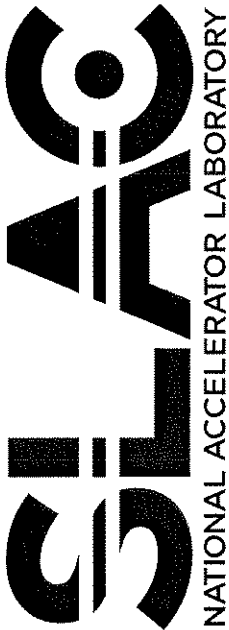
Contact Information

POC / PM to complete

Project name

SLAC POC / PM name / phone

SLAC UTR / FCM / SM name / phone



ISEMS Summary for Subcontractors

"Plan the job right or don't do it."

Persis Drell, SLAC Director

Life-threatening Emergency

Dial 911

then call SLAC Site Security
(ext. 5555 or cell 650-926-5555) and
contact your supervisor / foreman immediately

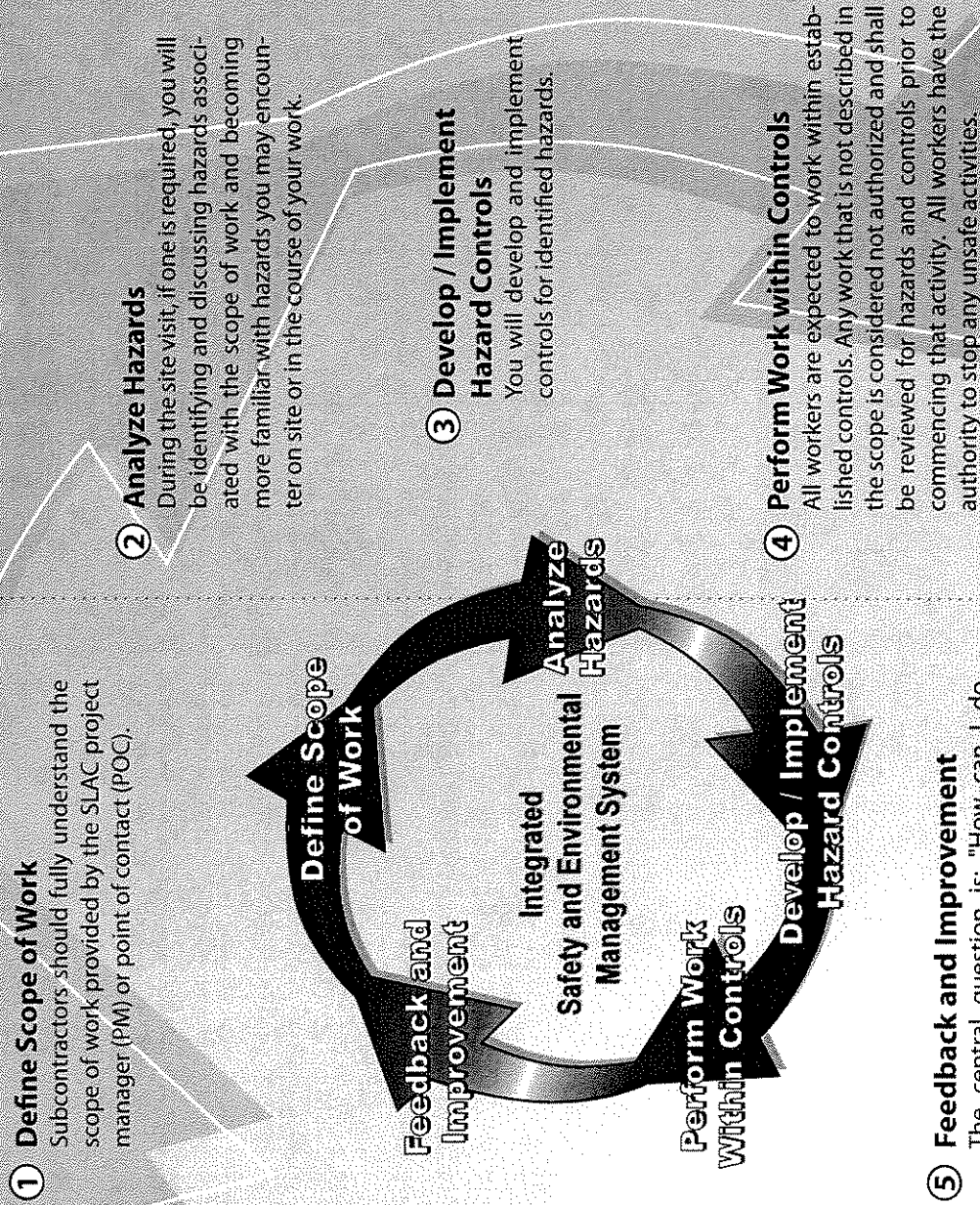
Non-life-threatening Incident

Contact your supervisor / foreman immediately
then call SLAC Site Security
(ext. 5555 or cell 650-926-5555)

Notify the POC / PM of any incident

Integrated Safety and Environmental Management System (ISEMS)

To successfully manage risk and continually improve work processes, SLAC incorporates ISEMS into every work process. Adherence to the five core functions is expected.



Work Planning and Control

Work planning and control (WPC) is a standardized process used at SLAC to

- ☐ Understand the scope of work
- ☐ Identify qualified workers
- ☐ Evaluate and control hazards
- ☐ Communicate hazards and controls to workers
- ☐ Authorize, coordinate, and release work and perform it within established controls

Your assigned POC / PM or designee will review our WPC process with you and assist with implementation, including helping identify permits, plans, or safety precautions that must be in place before work can begin. Examples of work that may involve additional requirements are

- ☐ Electrical work
- ☐ Work involving hazardous energy (lockout/tagout)
- ☐ Hoisting and rigging
- ☐ Work at unprotected height greater than six feet
- ☐ Hot work
- ☐ Confined space entry
- ☐ Excavation
- ☐ Work in a controlled or radiologically controlled area or on accelerator shielding
- ☐ Hazardous waste generation (requires storage or treatment)
- ☐ Demolition
- ☐ Penetration of a floor, wall, or ceiling
- ☐ Work that requires a mobile elevated work platform and/or powered industrial truck

Pre-job / Tailgate Briefings

For non-green projects, a documented briefing is required before the start of work to verify controls are in place.

For More Information

Chapter 42, "Subcontractor Safety", <http://www-group.slac.stanford.edu/esh/general/subcontractor/>

"Worker Safety and Health Program", <http://www-group.slac.stanford.edu/esh/general/wshp/>



Operated by Stanford University for the U.S. Department of Energy

Acquisition Management Systems (AMS)

2575 Sand Hill Road, MS: 01
Menlo Park, CA 94025
PH: (650) 926-4457
FX: (650) 926-2000

March 1, 2010

ALL SLAC SUBCONTRACTORS

Subject: SLAC On-Site Medical Services

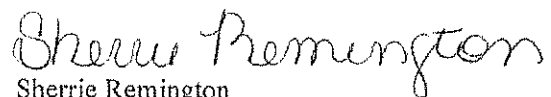
SLAC's expectation of our contractors and lower tier subcontractors is that your performance is of the highest caliber and quality, at a fair and reasonable cost, delivered on time and just as importantly, completed safely. The key to everything you do is the people who provide the support and service to complete the work, and SLAC wants to ensure that the work your staff performs while on our site is done safely. One of the services that SLAC offers all workers and visitors that are on our site is a fully staffed and equipped occupational medical clinic. The clinic is open from 8:30AM until 4:30PM, Monday through Friday. In the event of a medical problem, such as an injury or illness, we strongly encourage you to send your staff to this clinic for initial evaluation and treatment. How does this benefit us all?

- **No cost.** SLAC provides this service as part of our normal operations. Assuming that SLAC Medical can provide treatment, there will be no impact on your worker's compensation program.
- **Ease of access.** Our clinic is located on the central part of the campus, on the first floor of Building 41, in Room 135.
- **Minimal time.** By using the clinic, workers with minor injuries will likely be back to work in less than an hour.
- **Expert referral.** After our clinic assesses the case, if treatment can't be provided here, our medical professionals can recommend the appropriate follow-up medical care facility, rather than having your worker wait at a general facility and then possibly have to go to another location where they'll lose even more time.
- **Investigation support.** SLAC requires that all incident be investigate in order to find root causes and prevent future incidents. Your point of contact (e.g., SLAC Project Manager) is responsible for working with you to assist in the investigation process. If you subsequently need an investigation report for your own insurance or ES&H program purposes, you'll be able to save time by using the results of this investigation.

What's the procedure in the event of an incident?

- 1) **Quickly determine if it is a life-threatening situation.** These include instances of chest pain, shortness of breath, extensive bleeding, unconsciousness, and so. If it is life threatening, **immediately** call 911. If you are calling from a cell phone, be certain to clearly state that you are calling from SLAC, 2575 Sand Hill Road, and give a specific description of your location (e.g., Building 24, Room 200). If you call from a landline, dispatch will have the address information, but provide all the information they request. After you are done with 911 (or simultaneously have someone else) call ext. 5555 (or 650-926-5555). This is SLAC's internal emergency response number. This will activate our internal emergency response team, which will likely be able to respond to the scene before the Fire Department.
- 2) **If not life threatening, and during clinic hours (M-F 8:30 am to 4:30 pm):** Escort the worker to the Medical Clinic (Bldg 41, Room 135). Medical will evaluate and provide preliminary treatment. If further treatment is required, SLAC Medical will make a referral to an appropriate medical care facility and provide that information to the patient's supervisor. When complete, Medical will provide the supervisor and SLAC Project Manager with a *SLAC Incident Investigation Form*. This form **must** be completed and returned to mailstop 84, within 72 hours of the incident. Your SLAC Project Manager will assist you with the investigation and completion of the form.
- 3) **If not life threatening, and not during clinic hours:** Call ext. 5555 and provide Security with information about the incident. Explain to them that this is not a life-threatening/911 incident and that you are informing them of an injury. They should provide you with information about the closest medical clinic that can provide service at that time. They will also notify SLAC ES&H who will then contact you the next business day to initiate the *SLAC Incident Investigation Form*. This form **must** be completed and returned to mailstop 84, within 72 hours of the incident. Your SLAC Project Manager will assist you with the investigation and completion of the form.

If you have any questions, please Sherrie Remington at 650-926-4457 or SLAC Medical at 650-926-2281. We look forward to working with you on a safe contract.


Sherrie Remington
AMS, Operations Manager