



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

FREEDOM OF INFORMATION ACT/PRIVACY PROGRAM

October 6, 2014

In reply refer to: FOIA #BPA-2014-01562-F

Shumsky & Backman
Attn: Barbara Backman
219 NW 20th Avenue, Suite 201
Battle Ground, WA 98604

Ms. Backman:

This is a final response to your request for Bonneville Power Administration (BPA) records under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. Your request was received in our office on August 5, 2014, with an acknowledgement letter sent to you on August 11, 2014.

You requested:

A copy of the contract between BPA and RAMS Security in effect on October 8, 2012.

In a phone conversation with Kim Winn on September 3, 2014, you revised your request to only include the section of the contract that addressed property damages.

Response:

We conducted a search of the Contracts Office and identified the RAMS Specialized Security Services, Inc. contract dated October 1, 2000, which contained two pages with the contract terms requested. We also identified the contract modification extending the contract through the period requested.

In an email dated September 3, 2014, you agreed that you would accept the original contract cover sheet with the proprietary information withheld as non-responsive, the 2012 modification extending the security services contract with the proprietary information withheld as non-responsive, and two pages of the contract that refer to Safety Health and Property Protection – Services and Insurance with additional sections of the contract withheld as non-responsive.

There are no fees associated with this request.

Appeal:

You may still seek administrative appeal pursuant to Department of Energy FOIA regulations at 10 C.F.R. § 1004.8 if you feel the search was not adequate. If you choose to appeal, you must do so in writing within 30 days, and include the following information:

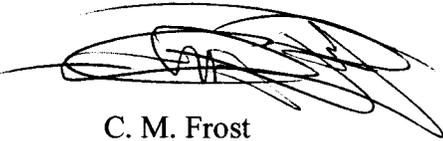
- (1) The nature of your appeal - denial of records, partial denial of records, adequacy of search, or denial of fee waiver;
- (2) Any legal authorities relied upon to support the appeal; and
- (3) A copy of this determination letter.

Clearly mark both your letter and envelope with the words "FOIA Appeal," and direct it to the following address:

Director, Office of Hearings and Appeals
Department of Energy
1000 Independence Avenue SW
Washington DC 20585-1615

Pursuant to 10 C.F.R. Part 1004.7(b)(2), I am the individual responsible for the determination to withhold the non-responsive information as described above. I appreciate the opportunity to assist you. If you have any questions, please contact Colleen Cushnie, FOIA Case Officer (BPA Contractor, ACS), at 503-230-5986.

Sincerely,



C. M. Frost
Freedom of Information/Privacy Act Officer

Attachments:
Responsive document(s)

UNITED STATES
GOVERNMENT

CONTRACT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

.See Page 2

Contract : 00002273
Release :
Page : 1

Vendor:

RAMS SPECIALIZED SECURITY SVCS INC
11 SW GIBBS STREET
PORTLAND OR 97293

Please Direct Inquiries to:

STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457

Non-responsive

Performance Period: 10/01/00 - 09/30/13

Non-responsive

Title : MOD 68, FY13 EXTENSION FOR SECURITY SERVICES CONTRACT

Modification: 068

Modified Performance Period: - 09/30/13

Modification Value: Non-responsive

Pricing Method :

BONNEVILLE
POWER ADMINISTRATION

CONTRACT

Mail Invoice To:

ACCOUNTS PAYABLE - KGRD-2
BPA CORPORATE OFFICE
P.O. BOX 3621
PORTLAND OR 97208-3621

Contract : 00002273
Release :
Page : 1

Vendor:
RAMS SPECIALIZED SECURITY SVCS
PO BOX 1317
EUGENE OR 97440

Please Direct Inquiries to:
MARY H. PARKER
Title: CONTRACT SPECIALIST
Phone: (503) 230-3788
Fax : 503-230-4508

Non-responsive

Performance Period: 10/01/00 - 09/30/02

Non-responsive

Non-responsive

ENVIRONMENT AND SAFETY

SAFETY HEALTH AND PROPERTY PROTECTION – SERVICES (15-4) **(SEP 98)(BPI 15.2.1)**

- (a) The Contractor shall protect the safety and health of its employees while working on a BPA site. The Contractor shall prevent damage to property, materials, supplies and equipment. In fulfilling these requirements, the Contractor shall comply with applicable laws, regulations, and any BPA safety and health requirements stated elsewhere in this contract. The Contractor shall immediately report to the Contracting Officer's Technical Representative (COTR) or Field Inspector (FI) any onsite injuries or property damage.
- (b) The Contractor shall be responsible for damages caused by the Contractor's failure to comply with this clause, including failures of subcontractors. The Contractor shall hold BPA harmless from any suits, actions and claims for injuries to or death of persons or damage to property arising from any action or omission of the Contractor, its subcontractors, in any way related to the work under this contract.
- (c) The Contractor shall immediately correct any noncompliance upon discovery, or upon notification by the Contracting Officer or a designated representative. The Contracting Officer or a designated representative may issue a stop work order if the Contractor fails to promptly correct their noncompliance. No time extension, claims of damages, or excess costs resulting from the stop work order or corrective action will be allowed.

INSURANCE

INSURANCE (16-2) **(SEP 98)(BPI 16.3.3)**

- (a) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
 - (1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required.
 - (2) **General liability.** The Contractor shall provide general liability insurance of at least \$1 million per occurrence. Any policy aggregate limits which apply, shall be modified to apply to each location and project. The policy shall name BPA, its officials, officers, employees and agents,

as insureds with respect to the Contractor's performance of services. The Contractor's policy shall be primary to any insurance or self-insurance programs of BPA.

- (3) **Automobile liability.** The Contractor shall provide automobile liability insurance covering the operation of all automobiles used in performing the contract. Policies shall provide limits of at least \$1 million per accident and include coverage for all owned, non-owned and hired automobiles.
- (b) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (c) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company stating the insurance required has been obtained and is in force. The certificate(s) shall identify the Contractor and the contract(s) for which coverage is provided, and shall contain a statement that the insurer will give notice of cancellation or any material change to the Contracting Officer at least 30 days before the effective date. In addition, the Contractor shall provide certificates as the policies are renewed throughout the period of the contract. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide certificates stating that the required insurance has been obtained by the subcontractors.

Non-responsive