PART 4
ADMINISTRATIVE MATTERS

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4.1   CONTRACT REPORTING.

4.1.1   Purchasing Data.

POLICY: The Supply Chain Services organization is responsible for collecting and maintaining an on-going comprehensive record of purchasing data for all purchasing activities. The data shall provide, as a minimum:

(a) A basis for responding and reporting to the Federal government and the public,

(b) A means of measuring and assessing the impact of BPA purchasing preference program activities, and

(c) Data for HCA policy oversight, management decisions, and operational purchasing management performance measurement and control purposes.

4.1.2   Taxpayer Identification Number.

(a) *POLICY:* Disbursement Operations must provide to Treasury the Taxpayer Identification Number (TIN) of all contractors (or the social security number for individuals). A TIN is required as a condition of all disbursements, except:
    (1) Payments to organizations noted in 4.1.2(c); and
    (2) Payments or purchase transactions made using imprest fund, third-party draft, or credit card (Purchase Card).

(b) *INFORMATION:* A TIN is required for payment to a:
    (1) United States business or individual operating within the United States or in a foreign country,
    (2) Foreign business engaged in business or trade with an agent capable of receiving payment within the United States, and
    (3) Tribe, State or Local governmental agency that has a TIN for IRS reporting purposes.

(c) *INFORMATION:* A TIN is not required for payment to a:
    (1) Federal agency,

(2) Foreign government, or
(3) Foreign business not engaged in business or trade or without an agent capable of receiving payment within the United States.

(d) *INFORMATION:* The TIN for BPA is 93-0334712.

4.1.2.1 Clause Use Prescriptions.

(a) *PROCEDURES:* The CO shall obtain the contractor's Taxpayer Identification Number (TIN). The CO shall include a clause similar to 4-1, Taxpayer Identification Number, in all solicitations, unless the contractor's TIN was previously obtained and made available to Disbursement Operations.

(b) *INFORMATION:* Contractor information provided by Clause 11-1, Type of Business Organization, may be necessary to determine if contractor will be required to obtain and provide a TIN as a condition of payment. (See 11.10.2.1 and 22.6)

4.2 CONTRACT FILES.

4.2.1 Responsibilities.

POLICY:

(a) General Responsibilities: Contract files shall contain sufficient documentation to support the actions taken. The level of required documentation to explain purchase decisions is that necessary to explain the business decision to an independent third party with no knowledge of the item/service being procured.

(b) CO Responsibilities: The CO shall maintain the official file (except for payment records maintained by Disbursement Operations) per BPI 12.8.2, which may contain paper and "paperless purchasing" documents and records in electronic form in accordance with BPI 7.2.4, an original signature copy--except as otherwise provided by BPI 7.2.4--of the contract, all relevant pre-award and post-award documentation, including all modifications, and all other documents needed to support payments made under the contract. It shall also contain all post-award documentation not otherwise included in the COTR or Payment files. COs shall also protect Critical Information (CI), per BPI 11.4.3 and comply with any additional procedures issued by Supply Chain Services.

(c) COTR Responsibilities: The COTR shall maintain a working contract file, which documents technical contract administration activities.

4.2.2 Close-out of Contracts.

POLICY:

(a) Close-out of contracts shall normally begin within 3 months of physical contract completion, and be completed within 12 months.

(b) If possible, the following documentation should be obtained prior to closing a contract:
   (1) Proof that all deliverables were received, accepted, and final payment made;
   (2) Close-out property certificates (if applicable);
   (3) Release of claims (if applicable);
   (4) Patent rights materials (if applicable); and
   (5) Close-out audits (if applicable).

(c) Final Audit.
(1) The CO is responsible for determining whether or not to request a final closeout audit on cost reimbursement, time and materials, or labor-hour type contracts. Audits are not normally obtained for fixed-price type contracts.
(2) The CO should decide whether one or more of the following conditions are present before requesting a closeout audit. (There may be other factors or special circumstances that would also be valid reasons for requesting an audit). In addition, COs should consider requesting preliminary audits early in contract performance in order to prevent surprises or irregularities after contract activities have been concluded and resolution of payment problems may be more difficult.
    (A) The contract value exceeds $1,000,000.
    (B) There are outstanding property issues to be settled.
    (C) The contractor is completing its first government cost-type contract.
    (D) A consulting firm is working under a cost-type contract.
    (E) The Contractor's accounting system was not initially approved.
    (F) No pre-award audit or pre-award cost/price analysis was performed.
    (G) The contract was awarded with a pre-award audit and/or cost/price analysis, which revealed significant accounting system problems and/or questioned significant items of cost.
    (H) Accounting or administrative problems were encountered during contract performance.
    (I)   There are no reports available which document incurred costs, or indirect rate audits.

4.2.3   Disposal of Files.

POLICY:

(a) Files shall be maintained on-site until closed.

(b) Following contract closure, files shall be retained, sent to storage sites, and disposed of in accordance with the Information Governance and Lifecycle Management policy as set forth in the BPAM . However, selected files may be retained on site longer if the CO deems it necessary.

4.3   REVIEW OF PURCHASING ACTIONS FOR LEGAL SUFFICIENCY.

(a) *POLICY:* The following types of purchasing actions shall be reviewed by the General Counsel for legal sufficiency prior to the establishment of a binding commitment:
    (1) Final decisions under the "Disputes" clause.
    (2) Default terminations.
    (3) Responses to protests filed outside BPA.
    (4) Purchasing Actions that contemplate the use of non-BPI contract clauses for Warranty, Insurance, Rights in Data, Termination for Convenience, Disputes or Indemnification. Infringement indemnification clauses do not require OGC review for COTS IT procurements if BPA's indemnification is capped at an amount not to exceed the license fee or support/maintenance fee.
    (5) Purchasing Actions for Research and Development (including Fish and Wildlife R&D contracts).
    (6) Purchasing actions for the purchase of Information Technology (IT) products or services that do not qualify as commercial or commercial off-the-shelf (COTS) products or services. This includes purchase of commercial software that is significantly modified for BPA use, or is custom developed for BPA.
    (7) All purchasing actions that are likely to provoke unusual public interest, are highly critical to BPA's mission, or that are unique or of an unusual nature.

(b) *PROCEDURES:* The request for review should be made in writing to General Counsel, but may be oral where there is an exigency. The CO shall document relevant discussions in the official file. The request shall conclude with a signature line reading, "Subject purchase action is

legally sufficient as per General Counsel Review." Request may be transmitted in paper or electronically.

4.4   RESERVED.

4.5   NOTIFICATIONS TO DOE HEADQUARTERS.

(a) *POLICY:*
(1) New Awards: The Contracting Officer shall submit an electronic award notice to DOE Headquarters at least 48 hours in advance of the award of any contract valued at $4,000,000 or greater. The Contracting Officer shall include the estimated value of all anticipated contract modifications, including releases or options, in the calculation of contract value to determine if DOE notification is required.
(2) Modifications: The Contracting Officer shall submit an electronic award notice to DOE when the contract value is first modified to equal or exceed $4,000,000, if notification per BPI 4.5(a)(1) was not submitted previously. DOE Notification is not required for modifications if notification was completed at the time of initial award per BPI 4.5(a)(1).
(3) Task Orders and Delivery Orders: The Contracting Officer shall submit an electronic award notice to DOE when the total value of all the task or delivery orders issued on a contract equals or exceeds $4,000,000, if notification per BPI 4.5(a)(1) was not submitted previously. DOE Notification is not required for task orders or delivery orders if DOE notification was provided at the time of the initial award per BPI 4.5(a)(1).
(4) Exclusions: DOE Notification is not required for awards issued to federal agencies.

(b) *PROCEDURE:* The Contracting Officer shall submit notification to DOE using DOE form F4220.10, Congressional Grant/Contract Notification. The form is available in BPA e-forms or on-line at the DOE website. Do not refer to the dollar thresholds or transmittal instructions on the reverse of the DOE form. The form shall be signed by the CO, then scanned (with CO signature) and transmitted in PDF format to the DOE Office of Congressional and Intergovernmental Affairs Advanced Awards Notification System using the following email address: CI-ANA@hq.doe.gov. The Contracting Officer shall file a signed copy of F4220.10 in the official file.

4.6   RESERVED.

4.7   MONITOR/AUDIT/REPORT.

(a) *POLICY:* The HCA shall oversee all pre-award and post-award phases of BPA's purchasing and financial assistance programs. Oversight is accomplished by the HCA and staff to assure compliance with BPI policies, and to assist operational management and staff in improving the efficiency and effectiveness of internal procedures and external documents.

(b) *INFORMATION:* Under the authority delegated by the Administrator the HCA is responsible for exercising BPA's authorities concerning purchasing and personal property as derived from the Bonneville Project Act (see Chapter 04, Authorities and Functions, BPAM Chapters 20 and 21). The HCA fulfills this responsibility in part through the Monitoring, Auditing, and Reporting Systems component of the Governance Risk Compliance (GRC) Program, which in turn supports a culture of ethics throughout the agency. This component covers all activities performed "to ensure conformance with established law, regulations, policies, procedures and good business practices" (BPAM 2.6, paragraph D) of the organization. The primary activities consist of monitoring and auditing. Both activities rely in part on systems that will provide accurate, timely and valid information, data, and metrics on program activities.

(c) *PROCEDURE:* The HCA shall conduct monitor/audit/report activities as deemed necessary by an annual Risk Assessment conducted buy the HCA.

4.8   NUMBERING OF BUSINESS INSTRUMENTS.

POLICY: BPA has an established, automated numbering system for purchasing and assistance instruments using the numbering schema of its Enterprise Resource Planning (ERP) system. Instruments to be numbered using this system include purchase orders, contracts, financial assistance instruments, and intergovernmental contracts. This is the BPA implementation of its exemption from DOE Order 540.2.

4.9   POLICY REGARDING CLAUSE USAGE.

(a) *INFORMATION:* Clause Numbering System: Clauses covering the subject matter discussed in each BPI Part are included at the end of the appropriate part. The number in front of the hyphen in the clause number corresponds to the number of the BPI subject part in which the clause is described. After the hyphen, the clause number is completed by a sequential number assigned within each part of the BPI.

(b) *POLICY:* Use and Modification of BPI Clauses: The instructions for use of each clause are set forth in the BPI text where the subject matter receives its primary treatment. Some clauses are required (as indicated by the words "shall include Clause x-xx") and shall not be modified without prior written approval of the HCA unless the change is purely editorial and has no substantive impact on the legal effect of the clause. Other clauses are optional (as indicated by the phrase "may include"). Required and optional clauses shall not be modified to change their legal meaning without HCA approval unless the clause instructions permit such (as indicated by the phrase "shall/may include a clause similar to Clause x-xx.). When a clause (either required or optional) provided by the BPI is modified, the letter "M" shall be inserted at the end of the clause number, and the BPI date shall be replaced with the current date. The "M" designation and date change are not required if the clause is modified only to complete the CO FILL IN portion of a clause.

(c) *POLICY:* Requirements for use. All BPI clauses are prescribed for use for specified types of solicitations and/or contracts. They may be used for other types of solicitations and contracts if the CO deems it useful.

(d) *POLICY:* Operational Clauses. The purchasing organizations may determine that certain standardized clauses, which are not contained within the BPI, are necessary for consistent contract administration and purchasing operations. Following the same format described in 4.9(a) above, these clauses shall start with the BPI part number of the relevant topic preceding the hyphen, and shall be numbered 50 through 99 after the hyphen.

(e) *POLICY:* CO-created Clauses: When the CO creates a clause or clauses not based on a required or optional clause provided by the BPI, nor the standardized operational clauses written by the purchasing groups, the CO shall number the clause with the BPI part number closest to the subject matter of the new clause, followed by a sequential number beginning with "100". For example, a new CO-created clause on a contract administration issue would be numbered 14-100.

4.10   INCORPORATING CLAUSES.

(a) *INFORMATION:* The BPI is published and made available to the public electronically via the Internet. Effective October 1, 2005, the online BPI will be archived for version control. The BPI may be viewed at the Doing Business pages at www.bpa.gov, or at the following URL: http://www.bpa.gov/corporate/business/bpi/.

(b) *POLICY:* Effective October 1, 2005, clauses should be incorporated by reference into solicitations and contracts whenever practicable, rather than generated in full text.

(c) *PROCEDURE:* The Contracting Officer shall, upon request, provide to the Offeror/Contractor the full text of any clause incorporated by reference.

(d) *PROCEDURE*: The CO shall insert Clause 4-2, Contract Clauses Incorporated By Reference, into all solicitations and contracts whenever practicable. This clause may not be incorporated by reference.

4.11 FORMS.

INFORMATION: A number of forms are referred to in the BPI. COs may use either BPA Enterprise Resource Planning (ERP) system generated forms, or BPA electronic purchasing and assistance forms for which the purchasing operations organization is the business owner and where the IT organization maintains the electronic versions.

4.50 TEXT OF CLAUSES.

The following clauses are referenced in BPI Part 4:

    4-1 Taxpayer Identification Number
    4-2 Clauses Incorporated by Reference

Clause 4-1   TAXPAYER IDENTIFICATION NUMBER (Dec 98)(BPI 4.1.2.1)

NOTE: (1) Taxpayer Identification Number (TIN) reporting does not apply to a Federal agency, a foreign government or a foreign business not engaged in business or trade or without an agent capable of receiving payment within the United States

          (2) The TIN for BPA is 93-0334712.

All offerors, other than noted above, are required to submit its Taxpayer Identification Number requested below in order to comply with the Department of Treasury payment processing requirements of 31 U.S.C. 3332 and 7701, and the reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service. If the resulting contract is subject to those requirements, the failure or refusal by the offeror to furnish the information may result in a suspension of payment and a thirty-one (31) percent reduction of payments otherwise due under the contract.

Taxpayer Identification Number   _____.

(End of clause)

Clause 4-2   CLAUSES INCORPORATED BY REFERENCE (Oct 05) (BPI 4.10)

This solicitation or contract incorporates one or more clauses by reference, with the same force and effect as if given in full text. These clauses are identified by their Title only with no text following. Information that is specific to this solicitation or contract is inserted immediately after the clause Title. Offerors are hereby notified that some clauses in solicitations may include blocks that must be completed by the offeror and submitted with its offer. In lieu of submitting the full text of those clauses, the offeror may identify the clause by paragraph identifier and provide the appropriate information with its offer. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this Internet address:

www:bpa.gov
    DOING BUSINESS
        Bonneville Purchasing Instructions

Or

URL: http://www.bpa.gov/corporate/business/bpi/.

(End of clause)