

PART 12 SOURCE SELECTION AND AWARD

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12.1 RECEIPT OF OFFERS.

12.1.1 Handling of Offers.

POLICY: Offers shall not be opened in public. All offers shall be marked with the date and time of receipt. Offers shall be handled confidentially and in compliance with BPA's Standards of Conduct and Business Practices per BPI 3.1.2 and Appendix 3-A, Section 3. See also BPI 17.6.2.1.1, Contractor Information.

12.1.1.1 Clause Usage Prescriptions.

PROCEDURE: COs shall include Clause 17-21 Nondisclosure for RFO/RFQ in solicitations.

12.1.2 Late Offers.

(a) **POLICY:** Offers are considered late if they are received after the date and time specified for receipt by the CO, regardless of the reason. COs are not required to consider late offers, but may do so if there is a good business reason for doing so. For example, a late offer may be considered where:

- (1) The late offer provides significant technical or cost advantages to BPA, or
- (2) The late offer is important to ensure a competitive negotiation environment.

(b) **PROCEDURE:** COs shall briefly document the disposition of late offers as identified in BPI 12.8.2.

12.1.3 Offers from Unsolicited Sources.

(a) **INFORMATION:** An offer from an unsolicited source is an offer:

- (1) Which is received from a supplier in response to a known BPA requirement, and
- (2) Which was not solicited by the CO.

An offer from an unsolicited source is distinguished from an unsolicited proposal by the fact that the offeror is responding to a known BPA requirement but was not invited by BPA to submit an offer. See BPI 12.2 for information regarding unsolicited proposals.

(b) **POLICY:** The CO has the authority and discretion, based on good business judgment, to decide whether to consider an offer from an unsolicited source. The CO is not required to open or review such unsolicited offers prior to making his/her decision. The CO shall document the disposition of the offer as identified in BPI 12.8.2.

12.2 UNSOLICITED PROPOSALS.

12.2.1 General.

(a) **INFORMATION:** An unsolicited proposal is a written proposal submitted by an offeror:

- (1) Which was not submitted in response to a known BPA requirement (i.e., where BPA is not already planning to purchase the type of supply or service offered in the unsolicited proposal), and
- (2) Which was not solicited by BPA.

Advertising material or commercial product offerings are not considered unsolicited proposals. An unsolicited proposal is distinguished from an "offer from an unsolicited source" by the fact that the offeror is not responding to a known BPA requirement. See BPI 12.1.3 for additional information.

(b) **POLICY:** BPA encourages submission of unsolicited proposals which offer unique or particularly innovative ideas which support BPA's mission.

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(c) **PROCEDURE:** Except where specific procedures are described in this subpart, requests for contracts based on unsolicited proposals shall be processed in accordance with applicable portions of the BPI.

12.2.2 Advance Guidance.

POLICY: BPA encourages potential offerors of unsolicited proposals to make preliminary contacts with subject matter specialists before expending extensive effort on a detailed unsolicited proposal. Appendix 12-A, "How to Submit an Unsolicited Proposal," provides additional guidance to offerors. This is the BPA implementation of DOE Order 542.2.

12.2.3 Receipt and Initial Handling.

PROCEDURE: Any office receiving an unsolicited proposal shall immediately send it to Supply Chain Services – NSS, c/o Small Business Specialist, who serves as a clearinghouse for all unsolicited proposals received by BPA. The Specialist shall log in the proposal, acknowledge receipt of the proposal to the proposer, and send copies to the subject matter specialist (program office) and designated CO in Supply Chain Services. The Specialist shall either attach the following or print on the face page of the proposal:

UNSOLICITED PROPOSAL -- CONTENTS SHALL NOT BE DISCLOSED
OUTSIDE BPA AND SHALL NOT BE USED FOR PURPOSES OTHER THAN
EVALUATION.

12.2.4 Evaluation and Negotiation.

(a) **POLICY:** Unsolicited Proposals may not be accepted unless they meet all of the following criteria:

- (1) The proposal must not be within the scope of a pending solicitation, and
- (2) The proposal must be unique or propose a particularly innovative idea which was originated by the offeror, or the offeror must have unique qualifications, and
- (3) The proposal's basic concept must be acceptable to the subject matter specialist, both technically and from a budget standpoint, and
- (4) Potential organizational conflicts of interest, if any, must be resolved (see BPI 3.4.2).

(b) **PROCEDURE:** The subject matter specialist and CO shall review the unsolicited proposal to determine whether it meets the above criteria. Proposals which do not meet these criteria shall be either rejected without further consideration or competitively negotiated along with other qualified offerors.

- (1) If the CO's and subject matter specialist's initial review concludes the proposal should be rejected, they shall notify the offeror verbally and send a brief explanation to the Procurement Analyst which explains the reasons for rejection and date the offeror was verbally notified. The Procurement Analyst shall notify the offeror in writing of such.
- (2) If the CO's and subject matter specialist's initial review concludes that the proposal is either acceptable as submitted or has high potential of being acceptable after negotiations, they shall document as identified in BPI 12.8.2 the basis for making award without considering other offerors' qualifications. Such documentation shall include:
 - (A) An explanation of the unique or particularly innovative aspects of the proposal, or
 - (B) An explanation of the offeror's unique qualifications.
- (3) The subject matter specialist shall submit a purchase requisition and other documentation to the CO. The CO and subject matter specialist shall negotiate details and other terms and conditions with the offeror. BPA retains the right to reject any unsolicited proposal at any time prior to award. The Procurement Analyst shall be notified of final disposition of the unsolicited proposal.

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12.3 CHANGES IN REQUIREMENTS AFTER RECEIPT OF OFFERS.

- (a) **INFORMATION:** See BPI 11.12 for changes in requirements before receipt of offers.
- (b) **POLICY:** If there are substantial changes in BPA's requirements after offers are received, the CO may reconsider any offers previously eliminated. The CO shall notify such offerors of the changes only if the changes would materially improve their potential for award. The solicitation need not be canceled.
- (c) **POLICY:** COs may encourage innovative alternate approaches to addressing BPA's requirements by including Clause 11-4.1 Innovative Approaches. (See BPI 11.11.1.2.1). When innovative approaches are received, COs will generally protect such approaches in the same manner as other offers as set forth in BPI 12.1 Receipt of Offers.

12.4 EVALUATION TEAMS.

12.4.1 Establishment of Evaluation Teams.

- (a) **POLICY:** The CO will typically evaluate simple, low risk purchases without extensive involvement by program staff. A team will evaluate more complex purchases.
- (b) **POLICY:** When an evaluation team is used, it shall include both the CO (or representative) and technical personnel. It may also include non-BPA evaluators in non-voting roles if appropriate.
- (c) **PROCEDURE:** The CO shall designate the team for purchases where the CO identifies areas of expertise which must be addressed in the evaluation process. COs shall file a copy of the evaluation team designation letter in the official file as identified in BPI 12.8.2.

12.4.2 Conduct of Evaluation Teams.

- (a) **POLICY:** Although the CO is responsible for final source selection and best buy determination, and technical personnel are responsible for the technical requirements, all parties shall work as a team to ensure BPA obtains the best buy.
- (b) **POLICY:** Offerors shall be treated fairly. The actions and decisions of the evaluation team shall be based on good business judgment.
- (c) **POLICY:** Unless publicly available or otherwise available under the Freedom of Information Act, information submitted by offerors shall be used for evaluation only and shall not be disclosed outside BPA without the offeror's approval.
- (d) **POLICY:** Communications between offerors and BPA shall only be done through the CO or a designee.
- (e) **POLICY:** Members of evaluation teams and technical advisors shall comply with the Standards of Conduct Regarding Purchasing and Assistance policies described in BPI 3.1 and Appendix 3-A. This includes, but is not limited to:
- (1) Avoiding conflicts of interest or the appearance of such,
 - (2) Prohibitions against soliciting or accepting items of value from contractors,
 - (3) Maintaining confidentiality throughout the purchasing process.
- (f) **PROCEDURE:** The CO shall inform all evaluation team members and technical advisors of the above policies prior to beginning evaluation of offers.

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12.5 EVALUATION PROCESS.

12.5.1 General.

POLICY:

(a) BPA will be responsive to the supplier community by evaluating proposals in a fair and timely manner. The costs to both industry and BPA of conducting the purchasing process shall be minimized.

(b) During evaluation process, only the evaluation factors as identified in the solicitation shall be utilized

(c) The basis for the award decision shall be either lowest price technically acceptable or a tradeoff as identified for the subject procurement through the use of either Clause 11-3 Award Decision -- Lowest Price Technically Acceptable or Clause 11-4 Award Decision -- Tradeoff. Any changes in the basis for award decision shall be in accordance with BPI 11.11.1.2(b)(3).

(d) The evaluation shall be performed by the CO, as the source selection official, or by a designated evaluation team pursuant to BPI 12.4. References in this subsection to the "evaluation team" shall mean either the CO, acting as the source selection official, or to the evaluation team, as appropriate to the subject procurement.

(e) The evaluation team shall identify and document the methodology for rating each evaluation factor, describing the target performance level that an offer must achieve in order to meet the factor or subfactor. Should the methodology change during the evaluation process, the same methodology shall be applied to all proposals, as appropriate.

(f) The entire proposal (technical and price/cost) shall typically be provided to all team members for their consideration.

(1) Lowest Price Technically Acceptable Awards: For award decisions based on the lowest price technically acceptable offer, the evaluation team shall evaluate individual offers against the identified non-price evaluation factors, utilizing the established methodology per BPI 12.5.1(e) to determine if the offer meets the stated standard. The CO, or evaluation team, shall not rank the offers (e.g. - good, better, best) and evaluation factors shall not be traded off for procurements awarded under lowest price technically acceptable basis.

(2) Tradeoff Awards: For award decisions based on a tradeoff analysis, the evaluation team shall evaluate individual offers against the identified evaluation factors, utilizing the established methodology per BPI 12.5.1(e) to determine if the offer meets the stated standard. After evaluating the individual offers against the evaluation factors, the offers shall be rated or ranked against each other, with the evaluation team documenting their tradeoff analysis and process, detailing the importance of pricing relative to non-price technical factor traded, and identifying how the tradeoff furthers the procurement objective.

(g) The team may consider all information available, including information outside the written proposal.

(h) The team need not review each proposal in the same level of detail if upon initial evaluation the offer is found to be inaccurate, erroneous, fails to address stated evaluation factors or is missing required information. The CO shall identify deficient offers in the Document of Award Decision, identifying the offeror and the respective deficiencies in sufficient detail to identify the specific requirements and/or factors not adequately addressed in the offer.

(i) The team shall determine which offer has the highest potential for representing a "best buy" to BPA. (See BPI 1.1(c) for discussion of "best buy.")

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- (j) The team shall document the basis or rationale for key decisions made by the team. Documentation shall be prepared as described in BPI 12.8.2 Documentation Requirements.

12.5.2 Analysis of Price, Estimated Cost, and Total Cost.

(a) **INFORMATION:** The objective of price/cost analysis is to determine reasonableness of the offeror's proposed price/estimated costs. Analysis of "total cost" means analysis of the proposed purchase price plus costs incurred by BPA which are not otherwise reflected by the offeror's price or cost proposal. Examples include: probable total operational costs, probable administrative costs for foreign factory inspection trips, frequency and costs of preventative maintenance, probable frequency of repairs or down-time of equipment offered, learning curve costs, added contract administration costs due to probable contract administration problems, etc.

(b) **POLICY:** While price may be the determining factor for award in some instances, with the exception of a lowest price technically acceptable procurement, per BPI 12.6.1, comparison of offers shall not be limited to price alone. Price shall be the determining factor once technical acceptability has been determined in procurements for which the award basis is the lowest price technically acceptable offer. For procurements based on a tradeoff, the CO shall consider total cost and shall document the nature and extent of the comparison process in a manner which clearly explains the reasons for award.

(c) **PROCEDURE:** The analysis of price, estimated cost and total cost shall be documented in the Document of Award Decision as identified in BPI 12.8.2. The offeror's price/cost proposal shall be analyzed by using price analysis as well as cost analysis, if appropriate. The CO shall perform cost analysis where price reasonableness cannot be determined through price analysis alone. The total costs to BPA shall also be considered when there is an obvious and significant variation between the total cost of offerors' proposals. For example, the administrative costs for BPA to conduct factory inspections should only be considered if the competing offerors are located in different geographic regions. For purposes of evaluation, such costs which can be reasonably quantified may be added to the offeror's proposed price. Costs which cannot be reasonably quantified shall be considered subjectively with the technical aspects of the offeror's proposal. Analysis of total costs should be kept as simple as possible and should be documented only when there is a significant variation between offeror's proposals.

(d) **PROCEDURE:** Where an internal BPA estimate has been prepared and the proposed price/estimated cost is significantly lower than the BPA estimate, the CO shall verify that both the offeror and the BPA estimator adequately understand the scope of work.

(e) **INFORMATION:** When appropriate, proposed prices may be compared to similar types of work and adjusted for differences in circumstances. Rough yardsticks may also be used, such as cost per square meter for structures, cost per lineal meter for utilities, and cost per cubic meter of excavation or concrete.

12.5.3 Analysis of Profit.

POLICY:

(a) Profit analysis only applies to purchases subject to cost analysis. The objective of profit analysis is to determine reasonable profit, not necessarily to eliminate profit. Profit should be based on factors including current market conditions, the level of risk inherent in performance, the type of contract, the amount of capital invested by the contractor, etc.

(b) Profit is not allowed for contracts with non-profit organizations, educational institutions, tribes, and local governments. However, a "development" fee is allowed if this is the offeror's established practice and if the purpose of the fee is to develop future business (i.e., it is not distributed to officers or employees as remuneration, or used to reimburse the organization for costs not otherwise allowable under applicable cost principles.

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12.5.4 Cost and Pricing Information.

(a) **INFORMATION:** The CO may require offerors to submit detailed cost or pricing information in order to better understand their proposal or to determine reasonableness of price or cost estimates. BPA's Price/Cost Proposal form may be used if appropriate.

(b) **POLICY:** Although offerors are not required to certify their cost/pricing information, BPA retains the right to reduce the contract price if the data originally submitted is later determined to not be accurate, complete, and current at the time of final price agreement.

12.5.4.1 Clause Usage Prescriptions.

PROCEDURE: The CO may include Clause 12-2, Price Reduction For Inaccurate Cost or Pricing Information, in solicitations and contracts for which they want the right to readjust the contract price if contract cost/price information, including information submitted for modifications or by subcontractors, is inaccurate.

12.5.5 Accounting System Reviews.

(a) **POLICY:** BPA's Internal Audit staff may advise the evaluation team regarding the adequacy of accounting systems for cost-type contracts and estimated costs of the offers being considered. CO's shall consider including BPA's Internal Audit staff as advisors to the evaluation team.

(b) **PROCEDURE:** The following factors shall be considered in deciding whether to conduct an accounting system review:

- (1) The proposed contract is a cost-type contract and the proposed contractor has not previously performed a cost type contract for BPA.
- (2) The offeror has had prior cost-type contracts which surfaced significant accounting system problems or questioned significant costs.
- (3) Cost reimbursement contracts where the offeror is an individual or a closely held corporation.
- (4) The market under which the offeror operates is not typically subject to accounting for their costs (e.g., advertising industry)
- (5) Time and Materials contracts where a substantial amount of equipment, travel or subcontract costs is expected.

12.5.6 Advance Agreements.

(a) **POLICY:** Advance agreements on particular costs may be incorporated into contracts where it is difficult to determine actual costs after award or where limits on specific elements of cost are desirable.

(b) **INFORMATION:** Although advance agreements are most common for cost-reimbursement type contracts, they may be used for fixed price and time and materials contracts which include elements of cost type contracts. The purpose of such agreements is to minimize contract administration costs and the risk of dispute with contractors. Advance agreements avoid the possible disallowance of costs based on a subjective judgment of unreasonableness or non-allocability of costs. Examples include:

- (1) Salaries (personnel costs) for contracts with individuals or closely held corporations.
- (2) General and Administrative expenses.

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12.5.7 Analysis of Past Performance.

PROCEDURE:

(a) Past performance shall be evaluated in accordance with the solicitation's past performance evaluation scheme. However, BPA is not obligated to review all past performance references that are received from the offerors' references.

(b) The CO shall document the basis for the past performance evaluation. BPA shall not downgrade an offer based on a lack of past performance information. Offerors without relevant past performance must receive a "neutral" rating.

12.6 SOURCE SELECTION.

(a) **POLICY:** The CO's award decision shall be based on an assessment of the proposals against the evaluation factors identified in the solicitation. While the CO may utilize information and analyses provided by the evaluation team or others, the award decision shall represent the CO's independent judgment. The award decision will be documented in the official file as identified in BPI 12.8.2, and shall include the justification for any business judgments and tradeoffs made or relied upon by the CO.

(b) **POLICY:** The CO will generally select only the top-ranked firm for final negotiations. For award decisions based on lowest price technically acceptable offers, BPA shall negotiate only with the offeror which, after evaluation of all offers, represents the lowest price technically acceptable offer. For award decisions based on a tradeoff analysis, the CO may communicate with more than one firm in order to obtain enough information to narrow the field of competition. In the case of closely ranked offers, BPA may negotiate with more than one firm concurrently. However, this practice is generally discouraged in order to minimize administrative costs for offerors and BPA.

(c) **PROCEDURE:** Based on the quality of offers received and BPA's objectives, the evaluation team may develop different source selection strategies prior to the selection of the final source(s) for negotiation. For example,

(1) Two firms without past BPA experience may be awarded small orders for identical training services to give BPA an opportunity to evaluate their performance. Based on that performance, a large contract might be made to one of the firms without soliciting new offers.

(2) BPA might award 90% of its power circuit breaker orders to the top-ranked firm and 10% to the second-ranked firm, in order to avoid over dependence on a single source and/or to develop the capabilities of a second source.

(3) One firm is selected for final negotiations and award. This should be the most common source selection strategy because it reduces administrative costs and takes advantage of economies of scale.

(d) **POLICY:** If negotiations with the selected firm are unsuccessful, the CO may close negotiations and initiate negotiations with one or more other offerors.

12.6.1 Lowest Price Technically Acceptable Source Selection.

(a) **INFORMATION:** The lowest price technically acceptable source selection process is appropriate when the "best buy" to BPA is expected to result from the selection of the technically acceptable offer with the lowest evaluated price to the agency.

(b) **POLICY:** BPA shall utilize lowest price technically acceptable source selection in contract with well-defined requirements, where cost/price plays a dominant role in the selection process,

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and where risk of unsuccessful performance is minimal. When utilizing a lowest price technically acceptable source selection, a tradeoff analysis is not permitted.

(c) **PROCEDURE:** The CO shall specify in the solicitation if the award will be made on the basis of the lowest price technically acceptable offer. The CO shall determine, without ranking, which offers meet or exceed the evaluation standards as set forth in BPI 12.5.1(e). The CO shall then identify which of the acceptable offers represents the lowest offered price.

(d) **PROCEDURE:** The CO shall document in the DAD the evaluation of each offer against the non-price evaluation factors. The CO shall also document in the DAD the standard per BPI 12.5.1(e) for determining how offers meet the threshold for technical acceptability for each evaluation factor. The CO shall also document the least price determination for each award.

12.6.2 Tradeoff Analysis Source Selection.

(a) **INFORMATION:** The less definitive the solicitation requirements or the greater the performance risk, the larger the roll that the technical evaluation or past performance is likely to play in the source selection process. A comprehensive tradeoff analysis provides the CO the means to justify why awarding to an offeror with other than the lowest price or highest technically rated proposal is the best buy for BPA.

(b) **POLICY:** BPA will utilize a tradeoff analysis when the best buy to BPA may not be the lowest price technically acceptable offer. The CO shall trade pricing with the technical (non-price) factors identified in the solicitation, noting the offerors' strengths, weaknesses, risks, the relative differences between the offers and how the specific tradeoff of identified evaluation factors furthers the goals of the procurement.

(c) **PROCEDURE:** A tradeoff analysis:

(1) is not required when the CO determines that best buy would be the lowest price technically acceptable offer. When a tradeoff analysis is not required, the CO must document this determination in the DAD.

(2) is required when it is in the best interest of BPA to award to other than the highest technically rated lowest price offer. The CO must include an explanation in the DAD either justifying the additional expense, or reduction in technical or management expertise, when considered against the non-price factors and the procurement goal.

(d) **PROCEDURE:** In the tradeoff analysis, the CO shall document in the DAD:

(1) The strengths, weaknesses, and risks associated with each offer in accordance with the evaluation standards in BPI 12.5.1(e);

(2) The ranking of the offers, relative to each other, addressing the relative differences between the offers and risks associated with each other; and

(3) The tradeoff analysis, addressing the evaluation factors being traded off, the rationale for the tradeoff, and how the tradeoff result furthers the goals of the procurement.

12.7 NEGOTIATION.

(a) **INFORMATION:** "Negotiation" is the process of discussing with offerors their proposals, terms, conditions, price, BPA specifications, and other requirements. The objective of negotiations is to establish a clear understanding of both parties' positions and reach contractual agreement.

(b) **POLICY:** Emphasis shall be placed on person-to-person negotiations which lead to close understanding between BPA and the offeror. This does not preclude written agendas for discussions or written questions and answers to items of negotiation. Following negotiations, the CO shall ensure that the written contract accurately reflects the agreement between the parties.

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(c) **POLICY:** Although detailed negotiations will typically be concentrated after source selection, the CO may negotiate, resolve mistakes, or obtain clarifying information at any time. For example, selected offerors may be asked to provide an oral presentation at any time the CO feels it would be helpful. BPA has no obligation to negotiate with all firms.

(d) **POLICY:** Under no circumstances will BPA:

- (1) Favor one offeror over another;
- (2) Reveal an offeror's technical solution, unique or innovative approach, or any information that would compromise an offeror's intellectual property; or
- (3) Reveal an offeror's price information without that offeror's permission.

(e) **POLICY:** Auctioning techniques (i.e. creating an auction-like atmosphere which encourages a price "bidding war" between competing contracts) are allowed only when a Strategy Panel or the Tier II Purchasing Manager (or designee), and the HCA have determined that business conditions exist such that a reverse auction is the optimum means for acquiring pricing information from the identified technically acceptable offerors. A reverse auction shall not be used to acquire technical, performance, or other business information. See BPI 11.11.1.1.1.

12.8 ADMINISTRATIVE REQUIREMENTS.

12.8.1 Contract Award Forms.

(a) **POLICY:** COs shall award contracts and issue releases for orders under master contracts using BPA's electronically generated forms.

(b) **INFORMATION:** Purchase orders may be an appropriate method to document a contractual agreement, regardless of dollar value. A purchase order does not require the signature of the contractor, i.e., it is an offer from BPA which becomes a binding contract upon commencement of performance by the contractor. A contract with signatures of both parties should be used for situations where it is important that both parties demonstrate their firm agreement to the contract terms before work begins.

(c) **POLICY:** Although purchase orders typically include a standard set of terms and conditions, the CO may vary those terms as allowed by particular clause prescriptions.

12.8.2 Documentation Requirements.

(a) **INFORMATION:** BPA's obligation to its ratepayers requires that BPA funding be used in a manner that will ensure the best buy or best value to the agency. Documentation in the official file evidences Supply Chain Services' efforts to fulfill this responsibility.

The official file is the agency record which contains all of the relevant documentation associated with a procurement action. The level and content of documentation is dependent upon a number of factors, including contract value, complexity and risk. Some procurement activities may be addressed via a Memorandum to File, while others require more explanation in either a Document of Award Decision (DAD) for new awards or a Record of Modification (ROM) for award modifications.

An award is any contract action in which BPA is committing funds, which includes initial contract awards, modifications, extensions, and releases. Either a DAD or a ROM is required for all awards, unless an exception is available under the BPI.

(b) **POLICY:**

- (1) All of the relevant documents associated with a procurement action shall be filed in the official file. Where a form or format is not readily available to evidence the action taken, a "Memorandum to Official File" with the subject matter and relevant BPI citation in the title may be used. Per BPI 4.2.1, the level of required documentation to explain a decision is that which

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is necessary to explain the action to an independent third party with no knowledge of the item/service procured.

(2) A DAD or a ROM is required in the official file for all awards which obligate BPA funds unless an exception is available in the BPI. BPI 12.8.2(c)(2)(B) and (C) identify the required content in a DAD and ROM. Any conflict in stated requirement between BPI 12.8.2 and elsewhere in the BPI shall be resolved with deference to the requirements set forth in this BPI 12.8.2.

(c) **PROCEDURE:**

(1) Awards under \$10,000:

(A) A Document of Award Decision (DAD) is not required except for awards which, without documentation, would appear unreasonable to an independent third party with no knowledge of the item/service procured.

(2) Awards of \$10,000 or more:

(A), A DAD or a ROM shall be completed for awards of \$10,000 or more.

(B) A DAD shall include, as applicable to each award:

(i) Competition: A description of the market research and selection of offerors to receive the solicitation in addition to any exemptions from the competition requirement (See BPI 11.7.1.2 or 11.7.1.3; for unique source justification, see BPI 11.7.2), as applicable.

(ii) Evaluation: A description of the evaluation process, including an identification of evaluation factors, relative importance of pricing, evaluation methodology and scoring criteria (see BPI 11.5 and 11.11.1).

(iii) Price/Cost Analysis (see BPI 12.5.2).

(iv) Best Buy Analysis: A description of the analysis resulting in the best buy determination to include (see BPI 11.11.1.1 or 11.11.1.2):

a. The relative strengths and weaknesses of the offers in accordance with the evaluation standards (see BPI 12.5.1(e)).

b. The reasons for the elimination of offers.

c. For those awards resulting from a tradeoff analysis (see BPI 11.11.1.2):

1. The ranking of the offers, relative to each other, addressing the relative differences between the offers and risks associated with each offer; and

2. The tradeoff analysis addressing evaluation factors being traded off, the rationale for the tradeoff, and how the tradeoff result furthers the goals of the procurement. (see BPI 11.11.1.2)

(v) Cross references to other supporting documentation, if applicable;

(vi) Contracting Officer signature, per BPI 2.2.

(C) A ROM shall include, as applicable to each award:

(i) Rationale for the change;

(ii) Price/Cost Analysis (see BPI 12.5.2);

(iii) Discussion of performance if contractor's performance impacted the schedule;

(iv) Cross-references to other supporting documentation, if applicable; and

(v) Contracting Officer signature, per BPI 2.2.

(D) The level of detail in the DAD or the ROM may be scalable based on the degree of risk associated with the award. The documents may be brief for simple actions where BPA's risk is low. Complex purchases shall be documented in greater detail. See BPI 4.2, Contract Files, for additional information.

(3) Modifications outside the scope of the contract are, for the purposes of this subpart, new awards and are subject to the requirements of BPI 12.8.2(b) above.

(d) **POLICY:** The following documentation matrix identifies the required locations for documentation and related topics for contract award and administration. Documentation that is appropriate for "Reference in DAD or ROM" is that information which is already included in the Official File, but that the CO is not required to restate in its entirety within either the DAD or ROM.

BONNEVILLE PURCHASING INSTRUCTIONS

Part 12 -- Source Selection and Award

Topic	DAD	Official File	Reference in DAD or ROM	ROM
CONTRACT AWARD:				
Background of procurement	X			X
Requisition Discussion	X			X
Unique Source Justification from Program Office; BPI 11.7.1.2, BPI 11.7.1.3		X		
Market Research:				
- Competitive: Selection of Firms Solicited; BPI 11.4 & 11.8	X	X		X
- - or-				
- Non-competitive: Summary of Unique Source by CO; BPI 11.7	X	X		X
Chronology of Solicitation				
a. Solicitation issue date				
b. Pre-proposal conference date		X	X	
c. Solicitation amendments				
Prenegotiation Objectives and Negotiations		X	X	
Negotiations/Clarifications/Discussions		X	X	
ARRA Applicability			X	
Strategy Panel; BPI 6.15		X	X	
Subcontracting Plan; BPI 8.3		X		
EPLS verification; BPI 11.8			X	
Pre-Award Clearance; BPI 10.6.3		X		
Congressional Affairs Notification; BPI 4.5		X		
Pre-proposal Conference Records; BPI 11.11.3		X		
Evaluation Factors and Weights; BPI 11.11.1(c)	X			
Scoring Methodology/Rating Scheme;	X			
Basis of Award Decision; BPI 11.11.1(c)	X			
Late Offers; BPI 12.1.2				
Evaluation Team Designation Memorandum; BPI 12.4.1		X	X	
Evaluation Team Report: BPI 12.5				
-Summary of Scores and Ratings				
-Logic and rationale to arrive at ratings				
-what is proposed		X	X	
-what is the effect of what is proposed				
-how does it relate to the evaluation factors				
-strengths, weaknesses, deficiencies				
-clarifications				
Price/Cost Analysis; BPI 12.5.2		X	X	
Source Selection Analysis and Conclusion; BPI 12.6				
-Concise comprehensive summary of evaluation of proposal				
-Concise summary of price/cost analysis	X			
-Comparative assessment of proposals as basis for award				
-Best Buy Analysis				
Debriefing; BPI 12.8.4		X		
Waivers for Deviations; BPI 1.7, 4.9		X		
Review for Legal Sufficiency; BPI 4.3		X		
Organizational Conflicts of Interest; BPI 3.4		X		
Solicitation and all amendments; BPI 4.2.1(b)		X		
Fully executed award document (contract, release, purchase order, any modifications thereto); BPI 4.2.1(b)		X		
Fully executed DAD; BPI 12.8.2(b)		X		

BONNEVILLE PURCHASING INSTRUCTIONS

Part 12 -- Source Selection and Award

Topic	DAD	Official File	Reference in DAD or ROM	ROM
Fully executed ROM: BPI 12.8.2(b)		X		
RELATED MATTERS:				
Pre-Protest Resolution; BPI 21.2.3		X		
Unsolicited Proposals; BPI 12.2		X		
Offers from Unsolicited Sources; BPI 12.1.3		X		
Disputes; BPI 21.3		X		
Ratifications; BPI 2.4		X		
Audit Resolution and Follow-up; BPI 13.5		X		
Remedy for US Flag Vessel; BPI 14.15.2		X		
Source Code Escrow Agreements; BPI 17.6.5.1		X		
Providing Motor Vehicles; BPI 19.8		X		
Alternate Methods for Disposal of Materials; BPI 19.11		X		
Terminations and Settlements; BPI 20		X		
Nondisclosure Agreements Protecting Contractor Info		X		
Nondisclosure Agreements Protecting BPA Information				OGC file
EFT Payment Alternates; BPI 22.6		X		

12.8.3 Notification to Unsuccessful Offerors.

POLICY:

(a) Unsuccessful offerors shall be notified as soon as reasonably possible that their offer is no longer being considered. The notification may be made orally and shall include a general explanation of the reasons for elimination.

(b) For contracts over \$50,000, unsuccessful offerors shall also be notified at the time of award of the name of the successful offeror, total contract price, date of award.

(c) This policy does not apply to transactions where notification to unsuccessful offerors is not a common business practice. However, COs shall consider the benefits of full and open communication with all of BPA's suppliers when making the decision regarding notification.

12.8.4 Debriefings and Release of Related Information.

(a) **INFORMATION:** Debriefings are an important method of helping offerors to understand the basis for BPA's decisions. Developing good long-term relationships with contractors includes treating offerors who are not selected for award with respect, and with the knowledge that they may become an important supplier at some future date. In this sense, debriefings should be considered to be more a CO's "obligation" than an offeror's "right." Debriefings shall be considered to be negotiations which will, in part, determine BPA's future supplier base. For this reason they shall receive commensurate preparation.

(b) **POLICY:** To the maximum extent practicable, the CO shall debrief unsuccessful offerors within ten calendar days of receipt of offeror's debriefing request. Unsuccessful offerors must request a debriefing within three calendar days of receipt of award notice under BPI 12.8.3(b). The relative merits of competitors' proposals shall not be revealed. If requested, information that is clearly available under the Freedom of Information Act shall be released.

(c) **PROCEDURE:** The CO shall document debriefings in the official file and shall include any supporting materials used for the debriefing in the official file.

BONNEVILLE PURCHASING INSTRUCTIONS

Part 12 -- Source Selection and Award

12.8.4.1 Debriefing Request.

PROCEDURE: COs shall include Clause 12-1 Debriefing Request in all solicitations.

12.8.5 Protests.

INFORMATION: See BPI subpart 21.2.

12.8.6 Discovery of Mistakes After Award.

POLICY: If the Contractor alleges a mistake in their offer after award and requests that the contract be modified in a way that could have affected the award decision, the CO shall consult with the HCA before modifying the contract.

12.8.7 Disposal of Proposals.

POLICY: All copies of unsuccessful proposals shall be returned to the CO following evaluation. Unsuccessful proposals shall be retained in accordance with the Information Governance and Lifecycle Management policy as set forth in the BPAM.

12.8.8 Examination of Records.

POLICY: BPA reserves the right to review an offeror's pertinent records for contracts whose payment provisions are cost-based, including cost-based modifications to fixed price contracts.

12.8.8.1 Clause Usage Prescriptions.

PROCEDURE: The CO shall include Clause 12-3, Examination of Records, in all cost reimbursement or time & materials contracts over \$100,000 or in modifications over \$100,000 for any type of contract where cost analysis is required to determine the reasonableness of the amount of the modification.

12.8.9 Reserved.

12.8.10 Special Contract Clauses.

INFORMATION: The BPI prescribes the use of certain clauses for purchases under \$50,000 and for purchases over \$50,000 for commercial supplies, commercial services, or commercial construction. The intent is to simplify the terms and conditions for purchases of low dollar value or of commercial supplies/services.

12.8.10.1 Clause Usage Prescriptions.

(a) **PROCEDURE:** The CO shall include Clause 12-4, Basis of Agreement, in solicitations and contracts under \$50,000 and in solicitations and contracts of any dollar amount for commercial supplies, commercial services, or commercial construction.

(b) **PROCEDURE:** The CO shall include Clause 12-5, Delivery Or Performance, in solicitations and contracts under \$50,000 and in solicitations and contracts of any dollar amount for commercial supplies, commercial services, or commercial construction.

12.50 TEXT OF CLAUSES.

The following clauses are referred to in BPI Part 12:

- 12-1 Debriefing Request
- 12-2 Price Reduction For Inaccurate Cost Or Pricing Information

BONNEVILLE PURCHASING INSTRUCTIONS

Part 12 -- Source Selection and Award

- 12-3 Examination Of Records
- 12-4 Basis of Agreement
- 12-5 Delivery or Performance

Clause 12-1 DEBRIEFING REQUEST (JUN 12) (BPI 12.8.4.1)

Unsuccessful offerors shall request a debriefing within three calendar days of receipt of notice of contract award.

(End of Clause)

Clause 12-2 PRICE REDUCTION FOR INACCURATE COST OR PRICING INFORMATION (Sep 98)(12.5.4.1)

BPA retains the right to reduce the contract price, including profit or fee, if the cost or pricing information submitted by the contractor was not complete, accurate, and current at the time of final price agreement. This right applies to the contract as awarded, to any subsequent modifications, and to any data submitted by subcontractors.

(End of Clause)

Clause 12-3 EXAMINATION OF RECORDS (Sep 98)(BPI 12.8.8.1)

(a) The contractor shall keep accurate and complete accounting records in support of all cost-based billings to BPA in accordance with generally accepted accounting principles and practices. The Comptroller General of the United States, the Contracting Officer, or their representatives, shall have the right to examine, audit, and reproduce any of the Contractor's pertinent records involving transactions related to this contract or any subcontract hereunder. Records includes, but is not limited to, books, documents, and other information regardless of form (e.g., machine readable data) or type (e.g. data bases, applications software, data base management software, utilities, etc.) including computations and projections related to proposing, negotiating, pricing, subcontracting, modifying or performing the contract. The purpose of such examination shall be to determine the accuracy, completeness, and currency of costs charged under the contract and/or to verify cost or pricing information submitted to BPA.

(b) Such documents shall be available for three (3) years after final payment or, in the case of termination, three (3) years from the date of any final termination settlement. Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims have been disposed of.

(c) The contractor shall insert a clause containing all the terms of this clause, including this paragraph (c), in other than fixed price subcontracts over \$100,000, altering the clause as necessary to identify the contracting parties and the Contracting Officer under the prime contract.

(End of Clause)

Clause 12-4 BASIS OF AGREEMENT (Sep 04)(12.8.10.1)

This page is designed to provide basic terms and conditions for contracts involving supplies, services and construction. It may be supplemented, as needed. The terms and conditions on this page, the signature page of the contract, and any supplements constitute the entire agreement of the parties.

(End of clause)

BONNEVILLE PURCHASING INSTRUCTIONS

Part 12 -- Source Selection and Award

Clause 12-5 DELIVERY OR PERFORMANCE (Dec 12)(12.8.10.1)

The place of delivery or performance shall be as specified and time is of the essence.

BPA reserves the right to reject shipments that:

- 1) are not properly labeled with BPA purchase order or contract number; and
- 2) do not contain a complete itemized packing slip.

(End of clause)