



Department of Energy

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

PUBLIC AFFAIRS

November 7, 2012

In reply refer to: DK-7

Dan Seligman
Columbia Research Corporation
PO Box 99249
Seattle, WA 98139

FOIA #BPA-2012-01879-F

Dear Mr. Seligman:

This is a partial release to your request for records that you made to the Bonneville Power Administration (BPA), under the Freedom of Information Act (FOIA), 5 U.S.C. 552.

You have requested the following:

Copies of all BPA contracts with law firms or consulting companies since January 1, 2011, to provide regulatory intelligence, strategic or legal advice, and monitoring of the Federal Energy Regulatory Commission (FERC).

Response:

BPA has enclosed one of three contracts found in response to your request in its entirety.

The remaining two contracts require additional legal analysis of requests by the contractor for the application of Exemption 4 to information they deem commercial in nature; the release of which would cause them competitive harm. We will proceed with that analysis as quickly as possible.

I appreciate the opportunity to assist you. Please contact Kim Winn, Communications Specialist, at 503-230-5273 with any questions about this letter.

Sincerely,

/s/Christina J. Munro
Christina J. Munro
Freedom of Information Act/Privacy Act Officer

Enclosure: Responsive document

UNITED STATES
GOVERNMENT

CONTRACT

HONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

.See Page 2

Contract : 00048196
Release :
Page : 1

Vendor:

PATTON BOGGS LLP
2550 M STREET NW
WASHINGTON DC 20037

Please Direct Inquiries to:


LISA R. GANG
Title: CONTRACT SPECIALIST
Phone: 503-230-3893
Fax : 503-230-4508


Attn: SUEDEEN KELLY

Contract Title: REGULATORY INTELLIGENCE - PATTON BOGGS LLP

Total Value : \$80,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 06/01/10 - 05/31/13

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30


Contractor Signature
SUEDEEN KELLY
Printed Name/Title
6/1/12
Date Signed


BPA Contracting Officer
5/30/12
Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Title : EXTEND DATE AND AUTHORIZE FUNDS
Modification: 002
Modified Performance Period: - 05/31/13
Modification Value: \$30,000.00
Pricing Method : TIME & MATERIALS



COVER SHEET CONTINUATION

**CONTRACT NO. 48196
MODIFICATION 2**

REGULATORY INTELLIGENCE - PATTON BOGGS LLP

Contracting Officer's Technical Representative – Karol-Jo Reuven / 503-230-5293/ kireuven@bpa.gov
Contracting Officer – Lisa Gang / 503-230-3893/ lrgang@bpa.gov

This modification is issued to effect the following changes:

1. The performance period is extended through May 31, 2013.
2. Additional funding of \$30,000.00 is authorized making the total contract amount from \$50,000 to \$80,000.00. The Schedule of Prices is as follows:

<u>Labor Category</u>	<u>Fully Loaded Rate</u>
Suedeem Kelly, Partner	\$595.00
Cynthia Marlette, Special Counsel	\$612.00
Scott Binnings, Associate	\$301.75

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Please note BPA Contract No. 48196 on all invoices and send them via e-mail to the following:

Bonneville Power Administration
Attn: Karol-Jo Reuven / L-7
PO Box 3621
Portland, OR 97208
(503) 230-5293
kireuven@bpa.gov

UNITED STATES
GOVERNMENT

CONTRACT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

.See Page 2

Contract : 00048196
Release :
Page : 1

Vendor:

PATTON BOGGS LLP
2550 M. STREET, NW
WASHINGTON DC 20037

Please Direct Inquiries to:

LISA R. GANG
Title: CONTRACT SPECIALIST
Phone: 503-230-3893
Fax :

Attn: SUEDEEN KELLY

Contract Title: REGULATORY INTELLIGENCE - PATTON BOGGS LLP

Total Value : \$50,000.00
Pricing Method: NO FUNDS OBLIGATED
Performance Period: 06/01/10 - 05/31/12

** NOT TO EXCEED **
Payment Terms: % Days Net 30

Contractor Signature
Suedeem Kelly

Printed Name/Title
06/16/11

Date Signed

BPA Contracting Officer

6/8/12
Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS

Contract Modifications

Title : RENEW CONTRACT AND ADD LABOR CATEGORIES
Modification: 001
Modified Performance Period: - 05/31/12
Modification Value:
Pricing Method : NO FUNDS OBLIGATED



COVER SHEET CONTINUATION

**CONTRACT NO. 48196
MODIFICATION 001**

REGULATORY INTELLIGENCE - PATTON BOGGS LLP

Contracting Officer's Technical Representative – Karol-Jo Reuven / 503-230-5293/ kjreuven@bpa.gov
Contracting Officer – Lisa Gang / 503-230-3893/ lrgang@bpa.gov

This contract is modified to effect the following changes:

1. The performance period is extended through May 31, 2012.
2. The Schedule of Prices is revised to incorporate additional labor categories as follows:

<u>Labor Category</u>	<u>Fully Loaded Rate</u>
Suedeem Kelly, Partner	\$595.00
Cynthia Marlette, Special Counsel	\$612.00
Scott Binnings, Associate	\$301.75

3. In accordance with BPA Clause Key Personnel (23-2), Cynthia Marlette is added as one of the key personnel.
4. No additional funding is authorized.
5. The Contracting Officer is changed to Lisa Gang as stated above.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Please note BPA Contract No. 48196 on all invoices and send them via e-mail to the following:

Bonneville Power Administration
Attn: Karol-Jo Reuven / L-7
PO Box 3621
Portland, OR 97208
(503) 230-5293
kjreuven@bpa.gov

UNITED STATES
GOVERNMENT

CONTRACT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

See Page 2

Contract : 00048196
Release :
Page : 1

Vendor:

PATTON BOGGS LLP
2550 M. STREET, NW
WASHINGTON DC 20037

Please Direct Inquiries to:


WINSTON B. YOUNG
Title: CONTRACT SPECIALIST
Phone: 503-230-3603
Fax :

Attn: SUEDEEN KELLY

Contract Title: REGULATORY INTELLIGENCE - PATTON BOGGS LLP

Total Value : \$50,000.00
Pricing Method: TIME & MATERIALS
Performance Period: 06/01/10 - 05/31/11


**** NOT TO EXCEED ****
Payment Terms: % Days Net 30



Contractor Signature
SUEDEEN KELLY

Printed Name/Title
6/30/10

Date Signed



BPA Contracting Officer
1 July 2010

Date Signed

This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS



COVER SHEET CONTINUATION

CONTRACT NO. 48196
REGULATORY INTELLIGENCE - PATTON BOGGS LLP

Contracting Officer's Technical Representative – Karol-Jo Reuven / 503-230-5293 / kireuven@bpa.gov
Contracting Officer's Representative – Winston Young / 503-230-3603 / wbyoung@bpa.gov
Contracting Officer – Vasia Polizos / 503-230-4164 / vpolizos@bpa.gov

1. This contract is hereby issued as follows and contains:
 - Signature Page
 - Cover Sheet Continuation
 - Unit 1 & 2: Terms and Conditions
 - Unit 3: Statement of Work
2. The period of performance is June 1, 2010 through May 31, 2011.
3. This is a Time and Materials contract, not to exceed \$50,000.00.
4. Please note BPA Contract No. 48196 on all invoices and send them via e-mail to the following:

Bonneville Power Administration
Attn: Karol-Jo Reuven / L-7
PO Box 3621
Portland, OR 97208
(503) 230-5293
kireuven@bpa.gov

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UNIT 1 — SCHEDULE

CONTRACT TYPE (7-1)
(SEP 98)(BPI 7.1.9)

This is a Time & Materials type contract.

SCHEDULE OF PRICES (22-51)
(MAY 08)

The contractor shall provide the following in accordance with the attached Statement of Work.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>AMOUNT</u>
001	Electric Utility Regulatory Intelligence	76	Hour	\$595.00	\$45,220.00
002	Travel Expenses (if required)	N/A	Job	N/A	\$ 4,780.00
	TOTAL NOT-TO-EXCEED AMOUNT:				\$50,000.00

KEY PERSONNEL (23-2)
(SEP 98)(BPI 23.1.6)

The personnel listed below are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

Suedeem Kelly – Partner, Patton Boggs LLP

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (OCT 07)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:
- Bonneville Power Administration
PO Box 491
ATTN: NSTS - MODW Vendor Maint.
Vancouver, WA 98666-0491
- E-mail Address: VendorMaintenance@BPA.gov
Phone: (360) 418-2800
Fax: (360) 418-8904
- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

**BASIS OF PAYMENT -- TIME-AND-MATERIALS CONTRACTS (22-4)
(SEP 98)(BPI 22.1.3)**

BPA shall pay the Contractor as follows after submission of invoices approved by the CO. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services.

(a) Hourly Rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The Contractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the CO.

(2) Overtime. The hourly rates shall not be varied by virtue of the Contractor having performed work on an overtime basis unless the CO has specifically authorized overtime and the contract includes overtime rates.

(b) Materials. Allowable costs of direct materials shall be determined by the CO in accordance with Part 13 of the BPI in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices, consistent with Part 13 of the BPI. Direct materials are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(c) Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(d) Subcontracts. The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause, if such costs are consistent with Part 13 of the BPI. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates in the Schedule.

(e) Responsibility to obtain best overall price. To the extent able, the Contractor shall--

(1) Obtain materials, subcontracts, and travel at the most advantageous prices available with due regard to securing prompt delivery of satisfactory products and services; and

(2) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits and additionally, give credit to BPA for any amounts that have accrued to the benefit of the Contractor or would have accrued except for the fault or neglect of the contractor. When unable to take advantage of the benefits, the Contractor shall promptly notify the CO and give the reasons.

(f) Material the Contractor regularly sells to the public. If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (e)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to BPA;

provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

- (g) Audit. At any time before final payment under this contract the CO may audit the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the CO not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Contractor as the "final invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract, BPA shall promptly pay any balance due the Contractor.
- (h) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to BPA. The Contractor and each assignee shall assign to BPA all such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the CO.

**PAYMENT (22-12)
(NOV 08)(BPI 22.2.5)**

- (a) Payment Due Date. Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (b) Billing Instructions.
 - (1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information required to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.
 - (2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO.
- (c) Payment Method. Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.
- (d) Prompt Payment Act. This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.
- (e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

**CONTRACT CEILING LIMITATION (22-7)
(SEP 98)(BPI 22.1.3)**

- (a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract ceiling. The contract ceiling includes all estimated costs (both direct and indirect) and any fee allowance. If this is a cost-sharing contract, the contract ceiling includes both BPA's and the Contractor's share of the cost.
- (b) Notification of CO. The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) Revised Estimate. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this contract.
- (d) Contract Ceiling.
 - (1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the contract ceiling specified in the Schedule or, if this is a cost-sharing contract, the estimated cost to BPA specified in the Schedule; and
 - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the contract ceiling has been increased.
- (e) No notice, communication, or representation, or from any person other than the CO, shall affect this contract's contract ceiling.

**LIMITATION ON TRAVEL COSTS (22-50)
(MAY 05)**

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at
http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943

The Federal Travel Regulations are available at
http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=14161&contentType=GSA_OVERVIEW

**TAXES AND DUTIES (22-16)
(SEP 98)(BPI 22.5.3.4)**

The contract price shall include all applicable Federal, State, and local taxes and duties.

GENERAL CONTRACT ADMINISTRATION

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2) (SEP 98)(BPI 14.3.2)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

STOP WORK ORDER (14-14) (SEP 98)(BPI 14.12.1)

- (a) The Contracting Officer may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of BPA.
- (b) The contractor shall immediately comply with the Contracting Officer's order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order.
- (c) If a stop work order is issued for the convenience of BPA, the Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, if the order results in a change in the time required for, or the costs properly allocable to, the performance of any part of this contract.
- (d) A claim under this clause shall not be allowed (1) for any cost incurred more than 20 days before the Contractor notified the Contracting Officer of the basis of the claim in writing, and (2) unless the claim stating the amount of time or money requested, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

CHANGES - TIME-AND-MATERIALS (14-10) (SEP 98)(BPI 14.10.5.1.1)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
 - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery or performance.
 - (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) BPA-furnished property.
 - (7) Place of inspection or acceptance.

- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
- (d) Failure to agree to any adjustment shall be a dispute under a disputes clause, if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the revised contract estimated cost and, if this contract is incrementally funded, the additional amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Contract Ceiling Limitation clause of this contract.
- (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

**OTHER RIGHTS AT LAW (14-4)
(OCT 05)(BPI 14.4.2.1)**

BPA, as an independent agency in the Department of Energy, reserves any other rights it may have at law, unless superseded specifically by this contract.

**CONFIDENTIALITY (14-100)
(JUN 10)**

During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential information (the "Information"), to the other party (the "Receiving Party").

Information shall mean any information that is owned or controlled by Disclosing Party and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and technical data. It also includes information of third parties in possession of Disclosing Party that Disclosing Party is obligated to maintain in confidence. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Disclosing Party.

The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. The Receiving Party shall give such Information at least such protection as the Receiving Party gives its own information and data of the same general type, but in no event less than reasonable protection. The Receiving Party shall not use or make copies of the Disclosing Party's Information for any purpose other than as contemplated by the terms of this Agreement. The Receiving Party shall not disclose the Disclosing Party's Information to any person other than those of the Receiving Party's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this Agreement. The Receiving Party shall, by written agreement, require each person to whom, or entity to which, it discloses the Disclosing Party's Information to give such Information at least such protection as the Receiving Party itself is required to give such Information under this Agreement. The Receiving Party's confidentiality obligations hereunder shall not apply to any portion of the Disclosing Party's Information which:

- (a) has become a matter of public knowledge other than through an act or omission of the Receiving Party;

(b) has been made known to the Receiving Party by a third party in accordance with such third party's legal rights without any restriction on disclosure;

(c) was in the possession of the Receiving Party prior to the disclosure of such Information by the Disclosing Party and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;

(d) the Receiving Party is required by law to disclose.

The Receiving Party shall return or destroy at the Disclosing Party's direction, all Information (including all copies thereof) to the Disclosing Party promptly upon the earliest of any termination of this Agreement or the Disclosing Party's written request.

This Agreement shall not be deemed to grant any rights with respect to either party's Information other than those expressly set forth herein and shall not be deemed to grant any license whatsoever with respect to any patents, inventions, copyrights, trademarks or trade secrets contained in such Information.

This Article shall survive the termination of this Agreement and continue to apply to all Information exchanged by the parties during the period of performance of this Agreement.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

ORGANIZATIONAL CONFLICTS OF INTEREST (3-2) (SEP 98)(BPI 3.4.6)

- (a) The offeror or contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in BPI 3.4.1, and that the offeror or contractor has disclosed all relevant information to the Contracting Officer.
- (b) The offeror or contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.
- (c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, BPA may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts for work to be performed in aid of the services provided by the prime contractor, and the terms "contract," "contractor," "Contracting Officer" modified appropriately.

CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)
(SEP 09)(BPI 3.7.1)

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
- (1) Harassment-free workplace;
 - (2) Non-smoking workplace;
 - (3) Firearms and other weapons (BPAM 1086);
 - (4) Safety and health clauses in this contract;
 - (5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites;
 - (6) Standards of conduct regarding transmission information (BPI 3.2);
 - (7) Dissemination of Critical Program Information (BPA Security Standards Manual, Chapter 300-2); and
 - (8) Identity verification and background screening for all contractors, and pre-approval for non-US Citizen access to BPA facilities, as prescribed by the BPA Security office procedures.
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

SOCIO-ECONOMIC ISSUES

NONDISCRIMINATION AND AFFIRMATIVE ACTION (10-1) (APR 09)(BPI 10.2.1)

- (a) The Contractor shall not discriminate against its employees or applicants because of their race, color, religion, sex, national origin, age, status as Disabled or Vietnam Veterans, or physical or mental handicaps. The Contractor certifies that it does not, and will not, maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Contractor agrees to take affirmative action to employ, train, advance in employment and retain individuals in accordance with applicable laws and regulations including:
- (1) For nondiscrimination based on race, color, religion, sex or national origin this includes, but is not limited to, the U. S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 Fed. Reg. 12319). Contractor disputes related to compliance with its obligations shall be handled according to the rules, regulations and relevant orders of the Secretary of Labor (See 41 CFR 60).
 - (2) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4012); Executive Order 11701, January 24, 1973 (38 CFR 2675); and the regulations of the Secretary of Labor (41 CFR Part 60-250).
 - (3) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 CFR Part 60-741).
 - (4) For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).
- (b) The Contractor shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

EMPLOYMENT PRACTICES (10-2) (MAR 10)(BPI 10.2.1)

The Contractor agrees to comply with all applicable Federal, State, local laws, and regulations concerning Equal Employment Opportunity, the payment of minimum wages (including, but not limited to, the Fair Labor Standards Act) and the use of safe practices (including, but not limited to, the Occupational Safety and Health Act).

INSPECTION AND WARRANTY

INSPECTION - SERVICES (18-4M) (SEP 98)(BPI 18.3.1)

- (a) BPA may inspect the work called for by the contract at any time and place. BPA will perform inspections in a manner that will not unduly delay the work.
- (b) If any of the services do not conform with contract requirements (including services performed on a cost-reimbursement or time-and-materials basis), BPA may require the Contractor to perform the services again in conformity with the contract at no cost to BPA. When the defects in services cannot be corrected by re-performance, BPA may deduct from the contract payments an amount which reflects the reduced value of the services performed.
- (c) Neither inspection, lack of inspection, acceptance, nor payment shall relieve the Contractor of any of its obligations under this contract.

WARRANTY - SERVICES (18-11)
(SEP 98)(BPI 18.5.1)

- (a) The Contractor warrants that all services performed under this contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements of this contract. The Contractor further warrants that any materials provided will be free from defects. This warranty is valid for 1 year from date of acceptance by BPA. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within a reasonable period of time after discovery.
- (b) Corrections shall be at no cost to BPA, and any services or materials corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed.

TERMINATION

TERMINATION FOR DEFAULT (20-3)
(SEP 98)(BPI 20.5.1)

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of those causes are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.

UNIT 3 — STATEMENT OF WORK

STATEMENT OF WORK Consulting for FERC Regulatory Intelligence

PART A GENERAL

A.1 GOAL OF THIS CONTRACT:

Bonneville Power Administration (BPA) is seeking consulting services and products to obtain strategic advice and electric utility regulatory intelligence for Federal Energy Regulatory Commission (FERC) matters relating to BPA's reciprocity status. Regulatory intelligence related to BPA will include research, analysis, briefings, and/or reports as requested. The work is in support of the BPA General Counsel office. Contractor will not provide legal representation under this contract.

A.2 BACKGROUND:

Bonneville Power Administration (BPA) is a federal power marketing administration headquartered in Portland, Oregon. BPA is a legislatively separate and distinct organization within the U.S. Department of Energy. BPA markets wholesale electric power at cost-based rates from 31 Pacific Northwest Federal hydroelectric facilities and one nonfederal nuclear plant. It also operates a large and complex bulk power transmission system that provides services within the Pacific Northwest and links the region with neighboring regions to the north, east, and south. BPA is governed by its own organic statutes and is a self-financed entity, depending upon its power and transmission revenues to cover its costs. BPA files its power and transmission rates with the Federal Energy Regulatory Commission (FERC) for approval under standards set out in the Pacific Northwest Electric Power Planning and Conservation Act. In addition, BPA has voluntarily implemented FERC's open access policies, including functionally separating its power and transmission components. BPA also filed and sought FERC approval of an Open Access Transmission Tariff (OATT) and is now considering whether to continue that process.

A.3 LOCATION OF PROJECT:

Meetings: The contractor shall attend meetings as required by BPA and may be asked to attend meetings via conference call or in various locations in the United States. Travel expenses will be paid by BPA, consistent with Federal Travel Regulations.

A.4 GOVERNMENT FURNISHED PROPERTY OR SERVICE:

BPA will furnish available pertinent data and documentation as needed for the contractor to utilize during performance of work assigned under this contract.

A.5 CONTRACTOR FURNISHED PROPERTY OR SERVICE:

The contractor shall provide all labor, materials, and services, except those provided as Government-furnished in meeting the requirements of this Statement of Work (SOW).

The contractor will not be located at BPA headquarters, but will work from the offices of the contractor. There may be occasional visits to BPA headquarters, as determined to be necessary by BPA General Counsel.

PART B TECHNICAL APPROACH/TASKS

B.1 GENERAL REQUIREMENTS:

BPA is seeking strategic advice, and electric utility regulatory intelligence for Federal Energy Regulatory Commission (FERC) matters relating to BPA's reciprocity status. The variety and permutations of BPA and FERC interactions are numerous and extremely complex. The question of FERC's high-level views regarding the possible outcomes of the reciprocity question are best answered by a former commissioner. The contractor was, until recently, a FERC commissioner so is uniquely qualified for this issue, having served on the commission that issued the BPA rulings. The nature of the work to be performed by the contractor shall primarily involve providing regulatory intelligence and strategic advice to BPA regarding the question of whether and how to seek reciprocity.

B.2 METHODS TO BE USED:

The contractor shall develop an understanding of BPA statutes, business plans, long-term objectives, programs, OATT, and SOC compliance filings to the extent necessary to perform the duties described in the basic statement of work below. The contractor shall provide regulatory services primarily consisting of regulatory research, advice, and analysis. The contractor shall also attend meetings (via conference call, at BPA headquarters, or in various locations in the United States) with BPA or others as requested by BPA General Counsel.

B.3 SPECIFIC REQUIREMENTS:

Written legal analysis, documentation, and filings: The contractor shall provide written work products as requested by BPA General Counsel and such products may include regulatory analysis and strategic advice.

B.4 SCHEDULE

Due dates for specific assignments will be negotiated at time of assignment.

B.5. CONFIDENTIALITY:

BPA has an expectation of nondisclosure of documents or other information provided to contractors during the term of their contracts. The contractor understands that a confidential relationship exists with respect to materials provided by BPA. The contractor agrees not to release such materials to anyone outside of BPA unless it is first determined by BPA that such materials must be released under applicable rules.

B.6 DELIVERABLES:

Deliverables may include, but are not limited to the following list:

- Preparation of strategic reports related to FERC
- Analysis of regulatory requirements
- Briefings as requested

B.8 Performance Period

June 1, 2010 through May 31, 2011.



Department of Energy

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

PUBLIC AFFAIRS

December 13, 2012

In reply refer to: DK-7

Dan Seligman
Columbia Research Corporation
PO Box 99249
Seattle, WA 98139

FOIA #BPA-2012-01879-F

Dear Mr. Seligman:

This is a final release to your request for records that you made to the Bonneville Power Administration (BPA), under the Freedom of Information Act (FOIA), 5 U.S.C. 552.

You have requested the following:

Copies of all BPA contracts with law firms or consulting companies since January 1, 2011, to provide regulatory intelligence, strategic or legal advice, and monitoring of the Federal Energy Regulatory Commission (FERC).

In an email dated December 11, 2012, you revised your request to exclude the items that the companies responsive to the request had asked that BPA withhold under Exemption 4. Those items include the total contract value of the contracts and the hourly rates listed in the contracts.

Response:

BPA has enclosed the remaining two contracts responsive to your request; withholding only those items referred to in paragraph three as non-responsive.

Pursuant to 10 CFR 1004.8, if you are dissatisfied with this determination, or the adequacy of the search, you may appeal this FOIA response in writing within 30 calendar days of receipt of a final response letter. The appeal should be made to the Director, Office of Hearings and Appeals, HG-1, Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585-1615. The written appeal, including the envelope, must clearly indicate that a FOIA Appeal is being made.

No fees are associated with this request due to the length of time it took to complete it.

I appreciate the opportunity to assist you. Please contact Kim Winn, Communications Specialist, at 503-230-5273 with any questions about this letter.

Sincerely,

/s/Christina J. Munro

Christina J. Munro

Freedom of Information Act/Privacy Act Officer

Enclosure: Responsive document

UNITED STATES
GOVERNMENT

CONTRACT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

See Page 2

Contract : 00056456
Release :
Page : 1

Vendor:

DLA PIPER LLP US
6225 SMITH AVENUE
BALTIMORE MD 21209

Please Direct Inquiries to:

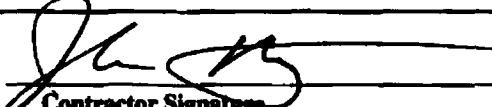

STEPHANIE A. LUKASIK
Title: CONTRACT SPECIALIST
Phone: 503-230-3457
Fax :

Attn:

Contract Title: DLA PIPER

Total Value : Non-responsive
Pricing Method: TIME & MATERIALS
Performance Period: 02/17/12 - 02/16/13

**** NOT TO EXCEED ****
Payment Terms: % Days Net 3

 Contractor Signature John Hilyer, Trum Printed Name/Title 2/17/12 Date Signed	 BPA Contracting Officer 2-15-2012 Date Signed
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This award contains the following - TEXT ATTACHED

CONTRACT TERMS AND CONDITIONS



Contract Continuation Sheet

BPA Master Agreement 00056456
DLA Piper
CO: Stephanie A. Lukasik, 503-230-3457
COTR: Karol-Jo Reuven; 503.230.5293

1. This Contract is hereby issued as follows and contains:

- Signature Page
- Cover Sheet Continuation
- Terms and Conditions
- Statement of Work

2. The period of performance is February 17, 2012 through February 16, 2013.

3. This is a time and materials contract. The estimated cost for this effort is **Non-responsive** pursuant to the Statement of Work.

4. Please mail invoices marked with contract number to:

Bonneville Power Administration
Attn: Karol-Jo Reuven L-7
PO Box 3621
Portland, OR 97208
(503) 230-5293
e-mail: kjreuven@bpa.gov

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UNIT 1 — SCHEDULE

CONTRACT TYPE (7-1) (SEP 98)(BPI 7.10)

This is a time and materials type contract.

PERFORMANCE PERIOD (7-7)M (FEB 12)(BPI 7.2.7.1)

The period of performance is from February 17th, 2012 to February 16th, 2013. This contract maybe renewed for four additional one year periods (subsequent periods of performance are from February 17th – February 16th), so long as both parties can agree on pricing.

LIMITATION ON TRAVEL COSTS (22-50) (SEP 10)

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

SCHEDULE OF PRICES (22-51) (MAY 08)

The contractor shall provide the services described in the Statement of Work. The following hourly billing rates and level of effort apply during the performance period of this contract.

<u>Item No</u>	<u>Personnel</u>	<u>Labor Category</u>	<u>Hourly Rate</u>	<u>Estimated Hours</u>	<u>Unit</u>	<u>Total</u>
01	John R. Lilyestrom	Partner	Non-responsive		Hour	Non-responsive
02	Evan Winerman	Associate	Non-responsive		Hour	Non-responsive
03	Sachary Launer	Associate	Non-responsive		Hour	Non-responsive

Total						Non-responsive
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**KEY PERSONNEL (23-2)
(SEP 98)(BPI 23.1.6)**

The personnel listed below are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer. (List key personnel below)

John R. Lilyestrom

Evan Winerman

Sachary Launer

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (OCT 07)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:
- Bonneville Power Administration
PO Box 491
ATTN: NSTS - MODW Vendor Maint.
Vancouver, WA 98666-0491
- E-mail Address: VendorMaintenance@BPA.gov
Phone: (360) 418-2800
Fax: (360) 418-8904
- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

**BASIS OF PAYMENT -- TIME-AND-MATERIALS CONTRACTS (22-4)
(SEP 98)(BPI 22.1.3)**

BPA shall pay the Contractor as follows after submission of invoices approved by the CO. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services.

(a) Hourly Rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The Contractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the CO.

(2) Overtime. The hourly rates shall not be varied by virtue of the Contractor having performed work on an overtime basis unless the CO has specifically authorized overtime and the contract includes overtime rates.

(b) Materials. Allowable costs of direct materials shall be determined by the CO in accordance with Part 13 of the BPI in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices, consistent with Part 13 of the BPI. Direct materials are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(c) Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(d) Subcontracts. The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause, if such costs are consistent with Part 13 of the BPI. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates in the Schedule.

(e) Responsibility to obtain best overall price. To the extent able, the Contractor shall--

(1) Obtain materials, subcontracts, and travel at the most advantageous prices available with due regard to securing prompt delivery of satisfactory products and services; and

(2) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits and additionally, give credit to BPA for any amounts that have accrued to the benefit of the Contractor or would have accrued except for the fault or neglect of the contractor. When unable to take advantage of the benefits, the Contractor shall promptly notify the CO and give the reasons.

(f) Material the Contractor regularly sells to the public. If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (e)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to BPA;

provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

- (g) **Audit.** At any time before final payment under this contract the CO may audit the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the CO not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Contractor as the "final invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract, BPA shall promptly pay any balance due the Contractor.
- (h) **Refunds.** The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to BPA. The Contractor and each assignee shall assign to BPA all such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the CO.

PAYMENT (22-12)
(AUG 11)(BPI 22.2.5)

- (a) **Payment Due Date.** Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) calendar days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (b) **Billing Instructions.**
 - (1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information required to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.
 - (2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO. The contractor may submit invoices electronically (e-mail, fax, etc.).
- (c) **Payment Method.** Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.
- (d) **Prompt Payment Act.** This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.
- (e) **Interest Penalty Payments.** If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

CONTRACT CEILING LIMITATION (22-7)
(SEP 98)(BPI 22.1.3)

- (a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract ceiling. The contract ceiling includes all estimated costs (both direct and indirect) and any fee allowance. If this is a cost-sharing contract, the contract ceiling includes both BPA's and the Contractor's share of the cost.
- (b) Notification of CO. The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) Revised Estimate. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this contract.
- (d) Contract Ceiling.
 - (1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the contract ceiling specified in the Schedule or, if this is a cost-sharing contract, the estimated cost to BPA specified in the Schedule; and
 - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the contract ceiling has been increased.
- (e) No notice, communication, or representation, or from any person other than the CO, shall affect this contract's contract ceiling.
- (f) If this contract is terminated or the contract ceiling is not increased, BPA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

FEDERAL, STATE, AND LOCAL TAXES (22-15)
(SEP 98)(BPI 22.5.3.4)

- (a) The contract price shall include all applicable Federal, State, and local taxes and duties.
- (b) The contract price shall be increased by the amount of any after-imposed Federal excise tax or duty, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price.
- (c) The contract price shall be decreased by the amount of any after-relieved Federal excise tax or duty.
- (d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the CO.
- (e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (f) Notwithstanding any of the above provisions for adjustment of the contract price in the event of a change in a Federal excise tax or duty after the contract date, no increase in the contract price shall be made for any duty imposed under the Tariff Act of 1930, as amended, (19 U.S.C. 1303) or the Anti-dumping Act of 1921, as amended (19 U.S.C. 160-171).

**CONTRACTS FOR EXPERT/CONSULTANT SERVICES WITH INDEPENDENT CONTRACTORS (22-22)
(DEC 10)(BPI 22.5.4)**

- (a) Contractor is associated with BPA only for purposes and to the extent specified in this contract, and in respect to performance of the contracted services pursuant to this contract, contractor is and shall be an independent contractor and, subject only to the terms of this contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this contract.
- (b) Contractor shall be solely responsible for, and the BPA shall have no obligation with respect to (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to contractor employees; (4) participation or contributions to contractor retirement systems; (5) accumulation of vacation leave or sick leave provided through contractor leave programs; or (6) unemployment compensation coverage provided by contractor.
- (c) Contractor acknowledges that neither contractor, its employees, agents, or representatives shall be considered employees, agents, or representatives of the BPA.

GENERAL CONTRACT ADMINISTRATION

**APPLICABLE REGULATIONS (1-1)
(NOV 08)(BPI 1.3.1)**

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions. The BPI is available without charge on the Internet at <http://www.bpa.gov>. Copies are available for purchase from the Head of the Contracting Activity. The public may purchase unbound copies of the BPI from the Head of the Contracting Activity – DGP-7, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is \$30.00. Subscriptions are not available.

**SUBCONTRACTS (14-7)
(SEP 98)(BPI 14.9.1)**

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

**CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(SEP 98)(BPI 14.3.2)**

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

CHANGES - TIME-AND-MATERIALS (14-10)
(SEP 98)(BPI 14.10.5.1.1)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery or performance.
 - (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) BPA-furnished property.
 - (7) Place of inspection or acceptance.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
- (d) Failure to agree to any adjustment shall be a dispute under a disputes clause, if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the revised contract estimated cost and, if this contract is incrementally funded, the additional amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Contract Ceiling Limitation clause of this contract.
- (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

PRICING OF ADJUSTMENTS (14-12)
(SEP 98)(BPI 14.10.5.1.1)

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other modification in connection with this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 13 of the Bonneville Purchasing Instructions which are in effect on the date of this contract.

EXAMINATION OF RECORDS (12-3)
(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.

PRINTING (6-2)
(OCT 93)(BPI 6.8.3.1)

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8-1/2 by 11 inches, one side only, one color.

- (a) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, silk screening, or the end items produced by such processes.
- (b) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on BPA's behalf production, purchase, and dissemination of printed matter.
- (c) Printing services not obtained in compliance with this guidance may result in the cost of such printing being disallowed.
- (d) The contractor shall include in each subcontract hereunder a provision substantially the same as this clause including this paragraph (d).

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)
(DEC 10)(BPI 23.3)**

- (a) The following definitions shall apply to this contract:
- (1) "Access" means the ability to enter BPA facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) BPA personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at BPA. The background screening process to be conducted by the Office of Personnel Management is called a National Agency Check with Inquiries (NACI). The results of the NACI process will provide BPA with information to determine an individual's initial eligibility or continued eligibility for access to BPA facilities including IT access. Such a determination shall not be construed as a substitute for determining whether an individual is technically suitable for employment.
- (c) The contractor is responsible for protecting BPA property during contract performance, including sensitive unclassified data. Effective October 27, 2005, all new-hire contract employees expected to work at federal facilities for six or more consecutive months must be screened according to HSPD-12. To initiate the federal screening process discussed in paragraph (b) above, the contractor shall ensure that all prospective contract employees present the required forms of personal identification and complete SF85 - Questionnaire for Non Sensitive Positions and submit it to BPA for processing. All contract employees on board prior to that date will be screened in phases according to length of service. Rescreenings of longer term contract employees will occur at periodic intervals, generally of five years.
- (d) As part of the NACI, the government's determination of approval for an individual's access shall be at least based upon criteria listed below. However, the contractor also has a responsibility to affirm that permitting the individual access to BPA facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of BPA property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, BPA shall notify the contractor, who will then inform the individual of the determination and the reasons therefore. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination, according to the appeal process prescribed by HSPD-12 and supplemental implementing guidance.
- (f) If the individual is granted access, the individual's employment records or personnel file shall contain a copy of the final determination as described in paragraph (e) above and the basis for the determination. The contractor shall conduct periodic reviews of the individual's employment records or personnel file to reaffirm

the individual's continued suitability for access. The reviews should occur annually, or more often as appropriate or necessary. If the contractor becomes aware of any new information that could alter the individuals' continued eligibility for approved access, the contractor shall notify the COTR immediately.

- (g) If a security clearance is required, then the applicant's job qualifications and suitability must be established prior to the submission of a security clearance request to DOE. In the event that an applicant is specifically hired for a position that requires a security clearance, then the applicant shall not be placed in that position until a security clearance is granted by DOE.
- (h) In addition to the requirements described elsewhere in this clause, all contractor employees who may be accessing any of BPA's information resources must participate annually in a BPA-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any BPA-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COTR, who will forward it to Security Management.
- (j) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities and/ or computer systems.

CONTROL CENTER ACCESS REVOCATION NOTIFICATION (23-50) (JUL 08)

The Bonneville Power Administration (BPA) is subject to the North American Electric Reliability Corporation's (NERC) critical infrastructure protection standards. NERC may impose financial penalties on BPA for non-compliance with those standards.

BPA's Grid Operations Information System Security Program (ISSP) implements the NERC standards for physical and cyber access to control centers.

To assure BPA meets the requirements of the ISSP, contractors initiating routine personnel actions shall notify the COTR within 48 hours of a decision to terminate, reassign or change the duty location of an employee with access to a BPA control center.

Termination for Cause

Termination for cause is defined as separation from the organization based on the conduct, character, or unacceptable performance of an employee. Contractors initiating personnel actions involving termination for cause shall notify the COTR or CO within four (4) hours of a decision to terminate an employee with access to a BPA control center.

ORDER OF PRECEDENCE (14-3) (OCT 11)(BPI 14.4.1.1)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications or statement of work); (b) contract clauses; (c) the specifications or statement of work; and (d) other documents, exhibits, and attachments.

HOMELAND SECURITY (14-17) (OCT 11)(BPI 14.18.3)

- (a) The performance of any development, design, maintenance or support services by the Contractor must be performed within the U.S. If any portion of the Contractor's maintenance or support service is located in a foreign country, then the Contractor will disclose those foreign countries to BPA to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country. BPA will notify the Contractor in writing

whether it can allow an intangible export of BPA's Critical Information (CI) or if a Deemed Export License is required.

- (b) The Contractor shall not transfer any BPA CI, BPA software, data or technology to any foreign nationals, whether located within or outside of the U.S. CI means any designated sensitive information which must be safeguarded from loss, misuse, compromise, unauthorized, access, or modification, because such actions may adversely affect BPA business, security or other interests of the government, or the privacy of individuals; or which may otherwise be used by BPA's competitors or adversaries (including, but not limited to, other utilities, contractors, foreign interests, or disgruntled employees) to harm or embarrass BPA, or to gain an unfair advantage. The Contractor shall notify the CO in writing in advance of any consultation with a foreign national or other third party that would expose them to BPA's CI, software, data or technology. BPA will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify BPA's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with BPA in investigating and resolving the security incident. In the event of a security incident, the Contractor shall notify the CISO by telephone at 503-230-5200 and ask for a Cyber Security Officer. BPA may also provide in writing to the Contractor alternate phone numbers for contacting Cyber Security Officers. A call back voice message may be left but not the details of the Security Incident.

**BANKRUPTCY (14-18)
(OCT 05)(BPI 14.19.1)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identify of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

**ORGANIZATIONAL CONFLICTS OF INTEREST (3-2)
(SEP 98)(BPI 3.4.6)**

- (a) The offeror or contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in BPI 3.4.1, and that the offeror or contractor has disclosed all relevant information to the Contracting Officer.
- (b) The offeror or contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.
- (c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, BPA may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts for work to be performed in aid of the services provided by the prime contractor, and the terms "contract," "contractor," "Contracting Officer" modified appropriately.

**CERTIFICATION, DISCLOSURE, AND LIMITATION REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (3-3)
(SEP 98)(BPI 3.5.6)**

(a) As used in this clause:

"Covered Federal action" means:

- (1) The awarding of any Federal contract.
- (2) The extension, continuation, renewal, amendment, or modification of any Federal contract.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and includes Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, includes a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (i) 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 any Federal contract or the extension, continuation, renewal, amendment, or modification of any Federal contract.

- (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, Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer.
- (3) He or she will include the language of this certification in all subcontract awards at any tier and that all sub-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 contract imposed by section 1352, title 31, U.S. 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.
- (d) A contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under this clause if paid for with appropriated funds.
- (e) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (f) The contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (g) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosure forms to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.
- (h) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

**CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (3-4)
(MAY 11) (BPI 3.7.1)**

- (a) Definitions. As used in this clause--

“Driving”—(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

- (b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while driving, dated October 1, 2009.
- (c) The Contractor should adopt and enforce policies that ban text messaging while driving —(1) Company-owned or -rented vehicles or Government-owned vehicles; or (2) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
- (d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$10,000.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)
(MAY 11)(BPI 3.7.1)**

- (a) The contractor shall comply with all BPA policies affecting the BPA workplace environment. Examples of specific policies are:
 - (1) Harassment-free workplace (BPA Personnel Letter 752-03);
 - (2) Non-smoking workplace (BPAM 165);
 - (3) Drug-Free Workplace (BPAM 400/792B);
 - (4) Firearms and other weapons (BPAM 1086);
 - (5) Safety and health clauses in this contract;
 - (6) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites;
 - (7) Standards of conduct regarding transmission information (BPI 3.2);
 - (8) Dissemination of Critical Program Information (BPA Security Standards Manual, Chapter 300-2); and
 - (9) Identity verification and background screening for all contractors, and pre-approval for non-US Citizen access to BPA facilities, as prescribed by the clauses in this contract and BPA Security Office procedures.
- (b) The contractor shall obtain from the CO information describing the policy requirements. A contractor who fails to enforce workplace policies is subject to suspension or default termination of the contract.

**RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 05) (BPI 3.8.1)**

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

SOCIO-ECONOMIC ISSUES

RESTRICTION ON CERTAIN FOREIGN PURCHASES (9-8) (MAY 11) (BPI 9.3.2)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.
- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6) (DEC 10) (BPI 10.3.1)

- (a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places, in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).
 - (1) Physical posting of the employee notice shall be in conspicuous' places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.
 - (2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of labor's website that contains the full text of the poster. The link to the Department's website, as referenced 'in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."
- (b) This required notice, printed by the Department of Labor, can be:
 - (1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office or the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; or
 - (2) Provided by the Federal contracting agency, if requested; or
 - (3) Downloaded from the Office of Labor-Management Standards web site at:

www.dol.gov/olms/regs/compliance/EO13496.htm; or
 - (4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.
- (c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

- (d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.
- (e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a)-(d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.
- (f) Subcontracts
 - (1) The Contractor shall include the substance of the provisions of paragraphs (a)-(f) of this clause in every subcontract that exceeds \$10,000 unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.
 - (2) The Contractor and subcontractor are not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.
 - (3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.
 - (4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**EMPLOYMENT ELIGIBILITY VERIFICATION (10-18)
(MAR 09) (BPI 10.7.2)**

(a) E-Verify enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at the time of the contract award, the Contractor shall:
 - (A) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
 - (B) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (a) (3) of this section); and
 - (C) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (a)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
 - (A) All new employees.
 - (i) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (a)(3) of this section); or

(ii) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph(3) of this section); or

(B) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (4) of this section).

(3) If the Contractor is an institution of higher education; a state or local government, or the government of a federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract. The Contractor shall follow the applicable verification requirements at (a)(1) or (a)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(A) Enrollment in the E-Verify program; or

(B) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(A) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(B) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(b) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(c) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(d) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for:

- (A) Services other than commercial services that are part of the purchase of a commercial-of-the-shelf (COTS) item, performed by the COTS provider and are normally provided for that COTS item;
- (B) Construction.

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

ENVIRONMENT AND SAFETY

SAFETY AND HEALTH – NON-ELECTRICAL CONTRACTOR(S) (15-55) (MAR 11)(BPI 15.2.1)

(a) General

- (1) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. In fulfilling these requirements, the Contractor shall comply with:
 - (A) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.).
 - (B) Occupational Safety and Health Act of 1970, (Public Law 91-598) and applicable rules and regulations as may have been delegated to the States.
 - (C) All Federal and state safety and health rules and regulations applicable to the contract work, as supplemented by BPA safety and health requirements stated below or elsewhere in the contract.
- (2) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.
- (3) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) may notify the Contractor of any noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the Contractor shall request permission to resume work from the COTR. When all work on a contract has been suspended for a Safety and Health violation, accident, or incident by the Contracting Officer (CO), the Contractor shall meet with representatives of BPA's Contracting Office, and the BPA Safety Office to present a written statement outlining specific changes in work procedures that the contractor will make in order for work to safely resume. BPA must be satisfied that the Contractor is capable of completing the contract in a safe manner before allowing work to resume. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.
- (4) The Contractor shall maintain an accurate record of, and shall immediately report to the COTR in the manner prescribed by the latter, all cases of death, occupational diseases, and injury arising from, or incident to, performance of work under this contract. The record and report shall include a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made, or the status thereof. The Contractor shall complete and file with the COTR, BPA form 6410.15e (Contractor's Report of Personal Injury, Illness, or Property Damage Accident) within five (5) working days of such an occurrence. In the case of a Near Miss Incident that does not involve injury, illness, or property damage,

the Contractor shall complete and file with the COTR, BPA Form 6410.18e (Contractors Report of Incident/Near Miss) within five (5) working days of such an occurrence.

- (5) In case of an injury, the Contractor shall have 30 days to make full restitution or settlement. If the Contractor fails to make full restitution or settlement within 30 days, BPA may:
 - (A) Make, or cause to be made, the required remedial action or cash settlement to the person or persons who have been injured, and
 - (B) Charge to the Contractor's account an equitable amount, not to exceed \$2,500, for any injury claim. More than one such payment, and charge, can be assessed if more than one injury has occurred.
- (6) The Contractor bears sole responsibility for ensuring that all personnel engaged in work related to the contract possess the necessary knowledge and skills to perform their work safely and to otherwise function in compliance with the foregoing criteria. (See also the Material and Workmanship clause)
- (7) The Contractor shall hold BPA harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work or operations under this contract.
- (8) The Contractor shall indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions.
- (9) Nothing stated herein shall be construed to be a limitation on the Contractor's liability. The rights and remedies of BPA provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(b) Personal Protective Equipment

- (1) The Contractor shall furnish non-conductive hard hats and all other required safety and personal protective equipment, except that which has been specified to be furnished by BPA. All persons on all construction projects shall wear non- conductive hard hats meeting the requirements of OSHA/ANSI. Contract employees shall not wear yellow non- conductive hard hats. (A yellow hat signifies a qualified BPA electrical worker.) Only a BPA approved safety watcher may wear orange non-conductive hard hats.
- (2) Appropriate footwear that provides adequate support and protection to the foot, toes and ankles for the work being performed shall be worn. Lace-up, over the ankle boots with rigid sole and heel meeting ASTM F 2413-05, Class 75 with EH rating shall be worn in all work areas where hard hats are required and other areas as determined by a supervisor. Supervisors have the responsibility for assuring that appropriate footwear is worn. Employees have the responsibility to wear appropriate footwear for the job.
- (3) While BPA's minimum qualifications for protective footwear are identified above, specialized footwear, in accordance with standard industry practice and appropriate for the work being performed, shall be worn at all times while executing the work tasks requiring specialized Personal Protective Equipment (PPE). Supervisors and employees have the responsibility of ensuring appropriate footwear is worn.

(c) Energized Facilities

- (1) Whenever a worker enters energized substation yards or communication equipment sites, or whenever work is otherwise in proximity to BPA's normally-energized transmission facilities, the Contractor shall provide for the safety of the workers and shall at all times take necessary precautions to protect BPA's facilities from accidental contact that could cause an outage, or damage the facility. At no time will any Contractor employee or equipment come closer to energized lines or equipment than the Minimum Approach Distances (MAD) in Table 1.

- (2) The Contractor shall, as directed by the COTR or BPA's Qualified Electrical Employee, erect, maintain, and remove such safety fences as are required to prevent accidental contact between BPA's normally energized facilities and the Contractor's equipment or workers. BPA will normally furnish the safety fences required in its energized substation yards or communication equipment sites. The safety fences shall not be removed without consent of the COTR or BPA's Qualified Electrical Employee. Safety fences furnished by BPA remain the property of BPA. If 'Safety Fence' is not specified separately in the Schedule of Prices as a specially priced item, its cost shall be considered included in the contract price(s) for the other item(s) listed in the Schedule. If separately priced, the estimated units (linear meters) of safety fence and the price for same are set forth in the Schedule of Prices. The "Variation in Quantity" clause, whether or not included herein, is inapplicable to this safety fence requirement. The Contractor will be compensated at the same unit price for the actual lineal meters of safety fence installed.
- (3) Contractor employees shall not cross red and white or yellow and black ropes. These are used by BPA to designate electrical hazards.
- (4) Contractors using station service to power portable electric tools in energized yards must use grounding boxes (BPA "eartha-kits") to minimize step and touch hazards. Station service may not be used for temporary power off the ground mat. As an alternative, Contractors may use generators for portable power.
- (5) Conductive Devices
 - (A) Portable metal ladders are not permitted in energized substations.
 - (B) Conductive objects such as metal tapes, surveyor chains, fish tapes, and center line may be used in energized yards only when specifically approved by the BPA Safety Watcher and restrained by adequate methods, to prevent electrical contact in the event of slippage or breakage at any point.
- (6) All Contractor employees entering BPA substations must obtain Contractor Electrical Worker or Contractor Non-Electrical Worker permits (as applicable), or be escorted by a qualified BPA employee at all times.

(d) Flammable Liquids

- (1) Flammable liquids within 21.5 meters (70 feet) of conductors energized at voltages of 345kv and higher shall not be transferred from one metal container to another unless the two have been electrically bonded together to eliminate arcing. Plastic or any other non-conducting portable containers shall not be used, except those with a capacity of one gallon or less that are UL or FM approved.
- (2) Fuel storage shall not take place under or adjacent to energized lines or equipment.

(e) HAZCOM

- (1) The Contractor shall supply employees with effective information and training regarding any hazardous chemicals used at the work site.
- (2) The Contractor shall maintain any required Material Safety Data Sheets (MSDS) at the work location and available to employees.

(f) Site Specific Safety Plan or Job Hazard Analysis.

- (1) The Contractor shall prepare, implement, and enforce a Site Specific Safety Plan or Job Hazard Analysis for each contract or release.
- (2) Prior to the start of any on-site work for each contract or release, the Contractor shall:

(A) Provide a Site Specific Safety Plan or a Job Hazard Analysis to identify and mitigate any recognized hazards or conditions. Site and adjacent conditions shall be considered. All significant hazards shall be identified. Unusual or unique hazards or conditions specific to the contract or release, known by BPA, will be identified in the technical specification.

(B) Submit to BPA a copy of the Site Specific Safety Plan or Job Hazard Analysis at least 10 days prior to start of on-site work. If the BPA Safety Office determines the Site Specific Safety Plan or Job Hazard Analysis to be insufficient, they may stop the Contractor's right to start with any or all on site work.

(C) The Site Specific Safety Plan or Job Hazard Analysis shall be available to all employees at the work site. All employees must be familiar with the content of the Site Specific Safety Plan or Job Hazard Analysis. The Site Specific Safety Plan or Job Hazard Analysis shall be available for review by BPA employees upon request.

(3) The Contractor shall ensure that their subcontractors, suppliers, and support personnel follow all safety and health provisions and that all employees working on the project are knowledgeable of the provisions of the plan.

(4) The contractor shall conduct and document job briefings each morning with safety as an integral part of the briefing. Provide copies of any other safety meeting notes to the COTR. The notes will at a minimum show the date, time, topics discussed, and attendees of each meeting.

(g) Commercial Aviation Services (CAS) - Helicopter Services

(1) Helicopter(s) supporting BPA construction activities may be used for any of the following operations: rotorcraft load combinations including Class A, B or C loads. The personnel being transported during these rotorcraft load combinations must be essential to or directly associated with the aircraft and construction activities.

All rotorcraft external load operations must use a FAA approved load attachment means and the load carrying devices must meet industry standards

(2) Aircraft vendors performing work under this contract must be certified under the applicable Federal Aviation Regulation reference 14 CFR Part 119, 133, and/or 135 and must comply with the civil standards (Title 14 CFR, Chapter 1, 49 CFR, Chapter XII, and 49 CFR Subchapter C, and DOE DOT Special Permit(s) or exemptions) applicable to the type of operations conducted (Part 133 compliant) while in service to the Bonneville Power Administration. No aircraft will be operated as a public aircraft at anytime while working on a BPA contract.

(3) All CAS vendors must be accepted by BPA's Aircraft Services prior to performance of any work on BPA's power system or property. All required insurance documentation must be submitted to the BPA Contracting Officer for review at least five (5) working days in advance of any proposed work.

(4) The Contractor must perform, and record, weight and balance calculations prior to flight to ensure that aircraft are within the manufacturers and FAA established weight and balance limitations for each operation, flight, or mission profile for which the aircraft are to be operated.

(5) When helicopters are used to land tower sections or other similar work, the following shall apply:

(A) When landing a load in an elevated position, a positive guide and positioning system shall be used. Fabricated temporary load carrying devices must be designed and stamped by a Professional Engineer and shall be of sufficient strength to safely support the specific load calculated for each load placement.

(B) Qualified employees may work under a hovering helicopter only to guide and temporarily secure loads, and to attach or disengage load lines.

- (C) Loads shall not be released until all tower legs are secured. Linemen shall not belt off to unsecured tower sections, and shall not climb on to unsecured tower sections.
 - (D) A maximum wind speed shall be established by the Contractor and before the start of each project or lift, based on the effect of wind on the load and helicopter load capacity using standard formulae. Wind speed shall be monitored and helicopter lifting operations shall cease when this limit is reached.
- (6) When performing external load work, the Contractor shall submit for review by BPA's Aircraft Services at least five (5) working days in advance of any proposed flight operations:
- (A) A job specific Job Hazard Analysis (JHA) that shall include hazard mitigations for the specific type of structures and work to be performed. When working in energized corridors or double circuit structures where a circuit remains energized, the JHA shall detail specific procedures to assure that the applicable MAD is maintained by the helicopter and all attachments including a procedure to account for wind and other conditions.
 - (B) A flight duty hours schedule meeting the following minimum requirements:
 - (i) Maximum flight time while performing external load work shall be limited to six (6) hours in each twenty-four (24) hour period for single pilot operations and eight (8) hours in each twenty-four (24) hour period for aircraft requiring two pilots; except that a maximum of eight (8) hours flight time for single pilot operations may be allowed by permission of the BPA COTR or field inspector to complete a specific mission or for an emergency flight.
 - (ii) Each pilot shall be provided one rest day in every seven (7) day period **or** two rest days shall be provided in every fourteen (14).
- (7) When performing any Class C external load operations, including sock line pulls, the CAS vendor shall insure that:
- (A) All puller-tensioners used for pulling line with a helicopter shall be used in the free-wheel mode only and shall have a braking system adequate to achieve tension necessary to maintain needed control of the line.
 - (B) If a breakaway device is used in conjunction with a helicopter line pull, the CAS vendor shall insure that:
 - (i) All personnel remain in the clear to protect them from any hazard in the event of an inadvertent breakaway.
 - (ii) The breakaway device is inspected before each pull. If damage is suspected the shear-pin must be replaced.
- (8) All CAS vendor helicopter pilots must meet the following minimum qualifications:
- (A) Possess a current FAA Airline Transport Pilot or Commercial Pilot Certificate with a Rotorcraft/Helicopter Rating.
 - (B) Possess a current FAA Class II Medical Certificate.
 - (C) Assigned as pilot-in-command under the Contractor's Part 133 program.
 - (D) Qualified and current under the Contractor's FAA Part 133 program.
 - (E) Meets the proficiency requirements of Part 133 and 61.
 - (F) Must have 500 hours in the make and model of aircraft being flown on the contract.

- (G) Must have 500 hours or more of vertical reference long line experience.
 - (H) Must be knowledgeable and familiar with guidance and hazards identified in the Helicopter Association International's Utilities, Patrol and Construction Guide Chapters 1 – 7.
 - (I) Should have attended a formal pilot training program (i.e. factory school such as Sikorsky, Bell, Eurocopter, McDonnell Douglas, etc.) for the model of aircraft being contracted.
 - (J) Must have completed the CAS vendors initial, recurrent or qualification training program in the previous 12 months.
- (9) The Contractor is required to submit quarterly reports of flight hours, costs, and other relevant information to the Bonneville Aircraft Service's Manager or designee as required by Federal Management Regulation or successor regulation promulgated by GSA.

The report must include:

Agreement Start date:

Agreement End Date:

Aircraft Manufacturer:

Aircraft Model:

Vendor Name:

Vendor Location:

Registration #:

Costs:

Flight Hours:

Mission Description:

The report dates are: December 31st, March 30th, June 30th, and September 30th.

- (10) Contractors shall comply with the Pilot Records Improvement Act of 1996 (PRIA) and shall have an approved drug and alcohol program in place covering all pilots and ground support personnel.
- (11) To mitigate the potential for mid-air collision with other BPA aircraft, when the aircraft operation requires flight within or along a BPA right-of-way or to and from BPA facilities the CAS Vendor must:

Prior to Flight:

- (A) Contact Dittmer Dispatch at 360-418-2281 or 800-392-0816
- (B) Provide the company name and aircraft registration number
- (C) Purpose of flight (Transportation, aerial survey, power line patrol, etc.)
- (D) Departure location with estimated time of departure
- (E) Destination

- (F) Route of flight or name of power line (e.g. John Day – Grizzly #1 500KV line)
- (G) Estimated time of arrival or completion of work
- (H) BPA Contract representative name and phone number

Upon completion of flight:

- (A) Contact Dittmer Dispatch at 360-418-2281 or 800-392-0816
- (B) Notify Dispatch that air operations are complete

This requirement in paragraph (11) does not relieve the Contractor from their responsibility to adhere to the vendor's flight locating procedures.

- (12) The Contractor should have implemented an Integrated Safety Management System, which is subject to review by Bonneville Aircraft Services.
- (13) The Contractor shall notify immediately the Bonneville Aircraft Services' Manager or designee, Aircraft Services Director of Operations, or Chief Pilot if while in service to BPA an aircraft accident, incident, or FAA violation occurs.
- (14) The Contractor shall notify, within 48 hours, the Bonneville Aircraft Services' Manager or designee, Aircraft Services Director of Operations, or Chief Pilot or as soon as possible of any cancellations of insurance or major changes in key management during the performance of this contract.

(h) Ground Mat.

- (1) Employees shall not "come between" cut sections of substation ground grids. Separated sections of the mat shall only be connected after first being jumpered using hot methods by qualified electrical workers under the supervision of the COTR.
- (2) Do not perform work on ground mat conductors with lightning in the area.
- (3) For employee protection, the local substation operator shall be notified whenever any work is being performed on the ground grid.

- (i) Grounding Equipment. Manlifts, cranes, booms, and any other overhead lift equipment working in proximity to energized lines or equipment shall be grounded with 2/0 AWG copper ground cables. Multiple (parallel) ground leads may be required at some locations on the BPA power system when the anticipated fault current exceeds the capacity of a single 2/0 copper ground. These locations (if applicable) will be provided by BPA in the contract technical specifications.

(j) Installation of Ground Grids

On the BPA system, installation of ground grids and any connections to the ground grid are considered electrical work. Ground grid installation in substations and on transmission line rights-of-way shall be performed by qualified employees of a licensed electrical Contractor. The licensed electrical Contractor shall have experience working in substations and/or on transmission line projects. The qualified employee shall have experience working in substations and/or on transmission lines installing ground grids and shall be adequately trained and familiar with the safety-related work practices involved with ground grid installations.

(k) Trenching and Excavation.

- (1) Before any trenching or excavation work commences, the Contractor must submit to BPA for review, an excavation site safety plan for the specific excavation work proposed.

- (2) This plan must conform to all applicable state and federal trenching, shoring and excavation safety standards.
 - (3) If employees enter an excavation, the Contractor shall have a COMPETENT PERSON on site that is capable of identifying existing and predictable hazards and who has authority to take prompt corrective action.
 - (4) The Contractor shall be responsible for obtaining all necessary locates before any work commences. The Contractor shall follow appropriate digging recommendations which may include hand digging (potholing) a test hole to expose underground utilities to determine location before digging with power equipment.
- (l) Welding in Substations.
- (1) Welding ground lead must be placed on the equipment being welded to assure a solid return path to the welding machine. Do not use ground mat risers for welding ground return paths to avoid causing stray currents entering the ground mat.
 - (2) Welders and helpers shall not "come between" welding current paths to avoid becoming part of the welding circuit.
- (m) Safety Watchers.
- (1) The Contractor shall take adequate safety measures to protect its employees and others from induced voltages as well as direct contact. The Contractor shall provide qualified safety watchers for the protection of workers and BPA facilities for the phases of the work where required by these specifications, law or regulation, or where it considers them to be necessary. A safety watcher's main responsibility is to limit the movement of personnel or equipment to prevent contact with energized overhead or underground electrical facilities. Safety watchers shall take a suitable location and give undivided attention to ensure that no action on the part of the workers being watched can result in violation of the minimum approach distances set forth below in Table 1. There must be a definite understanding between the safety watcher and the persons being watched as to when the watching begins and ends. Safety watchers, who must leave their assigned jobs, shall first make sure that all workers are in the clear and remain in the clear until the safety watcher returns or is replaced. Safety watchers have the authority to halt the work operation whenever any unsafe act or condition is imminent. The safety watcher shall wear a red or orange vest or hard hat (as designated by the COTR) at all times.
 - (A) Safety watchers are required under any of the following conditions:
 - (i) Whenever inadvertent movement by a worker could result in violating the Minimum Approach Distance as specified in Table 1.
 - (ii) When operating or moving motor-driven equipment in the vicinity of high-voltage circuits and the possibility of violating the MAD in Table 1 exists.
 - (iii) Whenever the contractor otherwise determines a safety watcher is necessary.
 - (2) All safety watchers shall be qualified electrical workers, having satisfactory experience with energized high-voltage facilities of the type located in proximity to the employees they are assigned to watch. Additionally, safety watchers must pass a test administered by BPA and participate in an interview prior to performing any safety watcher duties.
 - (3) A list of currently qualified Contractor Substation Safety Watchers may be obtained from the BPA Contracting Officer (CO).
 - (4) If "Safety Watcher" is not specified separately in the Schedule of Prices, the costs therefore shall be considered included in the contract price specified for the contract item(s) listed. If separately priced as a separate unit-priced item, the estimated hours of safety watcher and the price for same are set forth in the

schedule of prices. The "Variation in Estimated Quantity" clause, whether or not included herein, is inapplicable to this safety watcher requirement. The Contractor will be compensated at the specified rate for the actual hours of safety watcher hours performed.

(n) Fall Protection

- (1) Contractors performing work on structures over four feet above a lower level shall use approved fall protection.
- (2) Contractors working in aerial manlifts shall use approved fall protection.
- (3) Contractors performing work at a height of ten feet (10') or greater shall have an approved, written, site specific fall protection work plan in place prior to the commencement of work.
- (4) The Contractor shall ensure that portable ladders are inspected and contain no defects, be adequately secured, extend at least three feet above any upper landing surface, and shall not be loaded past their manufacturer's rated load capacity.

(o) Confined Spaces

- (1) The Contractor shall identify any needed or required employee entry into a confined space as defined by federal OSHA standard 1910.146 (b) and/or any applicable state standard or regulation.
- (2) The Contractor shall identify any permit required confined space and implement a confined space entry program as required by OSHA 1910.146 and/or any applicable state standard or regulation.
- (3) The Contractor shall monitor for hazardous atmosphere before and during any employee entry into an identified or suspected confined space.

(p) Lockout/Tagout (LOTO)

- (1) The Contractor shall ensure that no employees are exposed to injury from the unexpected startup or release of stored energy systems.
- (2) Contractors performing work on machinery or equipment where such hazards may exist shall have a documented LOTO training and work program in place before performing such work. This program shall conform to all the requirements of federal OSHA 1910.147 and any other applicable federal or state standards and regulations.
- (3) The Contractor shall supply all required locks, tags, and devices required for locking out and tagging the machinery or equipment to be worked on.

(q) Environmental Hazards

On contracts where BPA has identified that environmental hazards exist (i.e. asbestos, lead, mercury, silica, etc.) the Contractor shall have a COMPETENT PERSON on site that has the appropriate level of training to identify the hazards and select the appropriate control strategy in accordance with all federal and state regulations.

BONDS AND INSURANCE

INSURANCE (16-2) (MAY 11)(BPI 16.3.3)

- (a) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company, or an authorized insurance agent, stating the required

insurance has been obtained and is in force. The certificate(s) shall identify the Contractor and name BPA as the certificate holder as follows:

Bonneville Power Administration
Attention: Contracting Officer – Stephanie Lukasik

The certificate shall also identify the contract number(s) for which coverage is provided, and shall contain a statement that the insurer will endeavor to give notice of cancellation or any material change to the certificate holder at least 30 days before the effective date.

- (b) Throughout the period of the contract the Contractor shall deliver a new certificate of insurance to the Contracting Officer within 10 business days of existing policy expiration, changes, and/or changes in insurance providers. If the Contractor's insurance does not cover the subcontractors involved in the work, the Contractor shall provide the Contracting Officer with certificates of insurance stating that the required insurance has been obtained by the subcontractors.
- (c) 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.
- (d) 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 \$1,000,000 shall be required. BPA may require Contractors who are individuals (whether incorporated or not) to carry workers' compensation to protect agency interests. The Contracting Officer shall advise the Contractor regarding specific requirements.
 - (2) **Commercial General liability.** The contractor shall provide commercial general liability insurance (CGL) of at least \$1,000,000 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 additional insureds with respect to the contractor's performance of services under the contract. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of BPA. The Contractor's CGL policy shall be issued on an occurrence basis.
 - (3) **Professional liability.** The contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.

PATENTS, DATA, AND COPYRIGHTS

NONDISCLOSURE DURING CONTRACT PERFORMANCE (17-22) (OCT 11)(BPI 17.6.2.1.1)

- (a) During the term of this contract, Contractor may disclose sensitive, confidential or for official use only information ("Information"), to BPA. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to BPA.

- (b) BPA shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. BPA shall give such Information at least such protection as BPA gives its own information and data of the same general type, but in no event less than reasonable protection. BPA shall not use or make copies of the Contractor's Information for any purpose other than as contemplated by the terms of this contract. BPA shall not disclose the Contractor's Information to any person other than those of BPA's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). BPA shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as BPA itself is required to give such Information under this contract. BPA's confidentiality obligations hereunder shall not apply to any portion of Contractor's Information which:
- (1) has become a matter of public knowledge other than through an act or omission of the BPA;
 - (2) has been made known to BPA by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of BPA prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) BPA is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by BPA from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) BPA shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earliest of any termination of this contract or the Contractor's written request.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(SEP 98)(BPI 23.3.1)**

The contractor shall hold BPA harmless for unauthorized reproduction or use of copyrighted or proprietary computer software and/or manuals or other documentation by the contractor's employees or subcontractors in the performance of the contract.

INSPECTION AND WARRANTY

**INSPECTION AND ACCEPTANCE - COMMERCIAL SUPPLIES/SERVICES (18-1)
(MAY 11)(BPI 18.3.1)**

- (a) The Contractor shall only tender for acceptance those items or services that conform to the requirements of this contract. BPA reserves the right to inspect or test any supplies or services that have been tendered for acceptance. BPA may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, BPA may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. BPA must exercise its post-acceptance rights --
- (1) Within a reasonable time after the defect was 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 the defect in the item.

WARRANTY - SERVICES (18-11)
(SEP 98)(BPI 18.5.1)

- (a) The Contractor warrants that all services performed under this contract will be performed in a professional manner, be free from defects in workmanship and conform to the requirements of this contract. The Contractor further warrants that any materials provided will be free from defects. This warranty is valid for 1 year from date of acceptance by BPA. The Contracting Officer will give written notice of any defect or nonconformance to the Contractor within a reasonable period of time after discovery.
- (b) Corrections shall be at no cost to BPA, and any services or materials corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed.

TERMINATION

TERMINATION FOR THE CONVENIENCE OF BPA (20-2)
(MAY 07)(BPI 20.4.1)

- (a) BPA may terminate all or any part of this contract, at any time, upon written notice to the contractor. Upon receipt of the termination notice, the contractor shall stop work on the terminated portion of the contract.
- (b) The contract amount shall be revised as a result of termination under this clause. On fixed-price contracts the revised amount shall not exceed the pre-termination contract price, excluding payments already received, plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination, excluding payments already received, plus reasonable termination expenses, plus an adjustment of the fee on the terminated portion of the contract. No payment will be made for anticipated profits on the terminated portion, or consequential damages, of the contract. The contractor shall submit a settlement proposal within 30 days of the notice of termination.
- (c) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, or any completed or partially completed items.

TERMINATION FOR DEFAULT (20-3)
(MAY 11)(BPI 20.5.1)

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, provided that the Contractor provides notice to the Contracting Officer that a force majeure event has occurred within a reasonable period of time after occurrence. Examples of those events are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.

DISPUTES

APPLICABLE LAW (21-5) (MAY 11)(BPI 21.1.2.1)

This agreement shall be construed in accordance with and governed by federal procurement laws of the United States. Where there is no applicable federal procurement law, the laws of the State of Oregon shall prevail.

DISPUTES (21-2) (MAY 11)(BPI 21.3.15.1)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
 - (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
 - (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
 - (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within six years after accrual of the claim to the Contracting Officer for a written decision. A claim by BPA against the Contractor shall be subject to a written decision by the Contracting Officer.
 - (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
 - (iii) The certification shall state as follows:

"I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes BPA is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
 - (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by BPA is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

- (h) BPA shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if the date is later, until the date of payment. With regard to claims having defective certifications, as defined in BPI 21.3.1, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Secretary of the Treasury during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

UNIT 3 — STATEMENT OF WORK

DLA Piper

Outside Counsel Professional Services

1. Goal of this Contract:

The objective of this contract is to obtain ongoing legal support from outside counsel (Contractor) for Federal Energy Regulatory Commission (FERC) matters relating to the business of the Bonneville Power Administration (BPA). The work may include document preparation and review, legal analysis, and other legal services in support of the BPA Office of General Counsel. While most of the work is expected to focus on FERC-centered transactions of interest to Bonneville, the legal services may also pertain to areas of practice where BPA's Office of General Counsel may seek access to additional expertise, depending upon the circumstances.

2. Background:

The BPA is a Federal power marketing administration headquartered in Portland, Oregon. BPA is a distinct organization within the United States Department of Energy (DOE). BPA markets wholesale electric power at cost-based rates from 31 Pacific Northwest Federal hydroelectric facilities and one non-Federal nuclear plant. It also operates a large and complex bulk power transmission system that provides services within the Pacific Northwest and links the area with neighboring regions to the north, east, and south. BPA is governed by its own organic statutes and is a self-financing entity, using its power and transmission rate revenues to cover its costs. BPA files its power and transmission rates with the FERC for approval under provisions set out in the Pacific Northwest Electric Power Planning and Conservation Act. In addition, BPA has voluntarily implemented FERC's open access policies, including functionally separating its power and transmission marketing components as well as filing and obtaining FERC approval of an Open Access Transmission Tariff (OATT).

3. Location of Contractor Services:

The Contractor will work from the offices of the contractor; the contractor will attend meetings at the FERC building (Washington DC), as required by the Government. You may also be asked to attend other meetings via conference call or in various locations within the United States. If travel is required, travel expenses will be paid by BPA, consistent with the Federal Travel Regulations.

4. Contractor-Furnished Property or Service.

The contractor will provide all labor, materials and services, except those provided as Government-furnished, in meeting the requirements of this Statement of Work (SOW).

BPA will furnish available data and documentation as needed for the contractor to utilize during performance of work assigned under this contract.

5. BPA- FURNISHED PROPERTY OR SERVICES

BPA will furnish available data and documentation as needed for the contractor to utilize during performance of work assigned under this contract.

PART B. TECHNICAL APPROACH/TASK

1. General Requirements

BPA infrequently must appear at FERC(Washington, DC) in response to customer complaints and may be required to participate in pre-trial conferences, settlement efforts or hearings. Depending on the nature of the case and the resources of BPA, the Office of General Counsel may require expertise of law firms that are routinely exposed to FERC hearings.

The nature of the work to be performed by the contractor will primarily involve assisting BPA Office of the General Counsel prepare matters for hearing at FERC. The contractor will also conduct legal analysis and render legal advice to BPA with respect to FERC matters assigned under this contract. The contractor may be asked to provide legal opinions on the authority of BPA to enter into transactions, to provide opinions relating to FERC

regulations applicable to OATT supported transactions, and to prepare and file documents with, and otherwise represent BPA before FERC. The contractor may also be asked to represent BPA in informal discussions with outside parties in connection with proposed or existing transactions.

2. Methods to be Used

The contractor will provide legal services primarily consisting of legal representation, research, advice and analysis, document preparation and document review. All services will be rendered under the supervision of BPA Office of the General Counsel. The BPA Office of General Counsel will participate in all conferences and hearings and will contribute to, preview and approve any filings. The BPA Office of the General Counsel will have final approval. The contractor will be expected to attend, in person or by telephone, meetings with BPA and others as necessary and as requested by BPA's Office of General Counsel. It is expected that the contractor may be required to enter appearances in certain regulatory administrative proceedings at BPA's request.

3. Specific Requirements

Requirements for work under this SOW will specifically include, but are not limited to:

- a. Legal advice relating to FERC regulations as applicable to the OATT and BPA.
- b. Legal representation and advice relating to certain hearings in which BPA is a party.
- c. Legal advice as requested.
- d. Review and assess potential liabilities associated with existing and proposed contracts or transactions relating to subject matter described above.
- e. Prepare written legal opinions as requested on the subject matter discussed above.
- f. Participate in meetings with BPA or others as requested.

4. Confidentiality:

In addition to ethical requirements of confidentiality binding Contractor, BPA has an expectation of nondisclosure of documents or other information provided to contractors during the term of their contracts. The Contractor understands that a confidential, fiduciary relationship exists with respect to materials provided by BPA to Contractor. Contractor must verify with BPA Office of General Counsel that collected material may be released during the proceedings or given to other parties in the case.

5. Payments

The Contractor shall furnish invoices to the Project Manager/COTR and attorney in charge. Invoices will be reviewed by Mary K. Jensen, AGC, LT-7 who will review them for accuracy. Invoices must be marked with the vendor name, contract number, invoice date, dates of service, and invoice number), description of work performed, itemized totals and copies of all relevant receipts.

ATTACHMENT 1: VENDOR TERMS AND CONDITIONS

1. **Limitation on Scope of Engagement.** Unless specifically retained, our representation of BPA does not include representation of any other agency of the United States ("Your Affiliates"). Accordingly, it is understood and agreed that any representation by the Law Firm of another client adverse to any of Your Affiliates or other third parties does not constitute a conflict of interest and does not require your consent.
2. **Advance Waiver of Unrelated Conflicts of Interest.** The Law Firm is a global law firm operating through various separate and distinct legal entities with offices throughout the United States, South America, Europe, Asia, Africa and Australia. We may currently or in the future represent clients in matters involving, concerning or adverse to BPA or Your Affiliates, which, under the applicable Rules of Professional Conduct, would constitute conflicts of interest even if they are unrelated to matters in which we represent you. For example, we may represent clients in corporate matters (such as mergers and acquisitions, takeovers, and other change-in-control issues and transactions); commercial transactions (such as preparation and negotiation of agreements, licenses, leases, loans, securities offerings or underwritings); or, in litigation, intellectual property matters, bankruptcy or taxation matters, administrative proceedings, legislative or policy matters. This will confirm that BPA, recognizing the risks inherent in waiving such conflicts, nonetheless consents to the Firm's current and future representation of other clients in matters involving, concerning or adverse to BPA and Your Affiliates, provided that such matters do not involve the same transaction or legal dispute in which we currently represent BPA. BPA further agrees that it does not expect or require the Law Firm to notify BPA or seek its further consent to any such matters. BPA's waiver and consent is valid through the conclusion of the matter described in this agreement.

UNITED STATES
GOVERNMENT

CONTRACT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:
See Page Two

Contract : 00050580
Release :
Page : 1

Vendor:

HOGAN LOVELLS US LLP
555 THIRTEENTH STREET NW
WASHINGTON DC 20004

Please Direct Inquiries to:

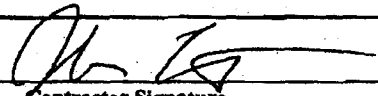

JENIFER A. MCCUNE
Title: CONTRACT SPECIALIST
Phone: 503-230-7429
Fax : 503-230-4508

Attn: JOHN R LILVESTROM

Contract Title: HOGAN LOVELLS US LLP

Total Value : Non-responsive
Pricing Method: TIME & MATERIALS
Performance Period: 10/21/10 - 12/31/11

** NOT TO EXCEED **
Payment Terms: % Days Net 30

 Contractor Signature John Liljestrom / Partner Printed Name/Title 1/20/2011 Date Signed	 BPA Contracting Officer 1/28/11 Date Signed
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Contract Modifications

Title : EXERCISE OPTION YEAR#1, REVISE RATES
Modification: 001
Modified Performance Period: - 12/31/11
Modification Value: \$50,000.00
Pricing Method :



COVER SHEET CONTINUATION

CONTRACT NO. 50580

Modification No.1

Revise Rates, Exercise Option Year 1, and Add Funds

CO: Jenifer McCune; 503.230.7429, jamccune@bpa.gov

COTR: Karol-Jo Reuven; 503.230.5293, kjreuven@bpa.gov

Modification 1, under contract 50580, is issued to authorize and incorporates the following:

1. Exercises Option Year #1 per Clause (7-7M), the period of performance is from 1 January 2011 through 31 December 2011.
2. Schedule of Prices has been revised as follows:

Personnel	Position	Hourly Rate
John Lilyestrom	Partner	Non-responsive
Evan Wineman	Associate	

3. Funds in the amount of \$50,000 are added for this modification for anticipated work to be performed during the period of performance.
4. All invoices shall be submitted to:

Bonneville Power Administration
Attn: Karol-Jo Reuven L-7
PO Box 3621
Portland, OR 97208
(503) 230-5293
e-mail: kjreuven@bpa.gov

ALL OTHER TERMS AND CONDITIONS UNDER CONTRACT 50580 ARE APPLICABLE TO THIS MODIFICATION.

UNITED STATES
GOVERNMENT

CONTRACT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:
See Page Two

Contract : 00050580
Release :
Page : 1

Vendor:
HOGAN LOVELLS US LLP
555 THIRTEENTH STREET NW
WASHINGTON DC 20004

Please Direct Inquiries to:

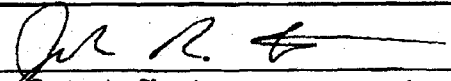
JENIFER A. MCCUNE
Title: CONTRACT SPECIALIST
Phone: 503-230-7429
Fax : 503-230-4508

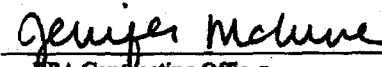
Attn: JOHN R LILVESTROM

Contract Title: HOGAN LOVELLS US LLP

Total Value : Non-responsive
Pricing Method: TIME & MATERIALS
Performance Period: 10/21/10 - 12/31/10

** NOT TO EXCEED **
Payment Terms: % Days Net 30


Contractor Signature
John R. Liljestrom / Partner
Printed Name/Title
11/12/2010
Date Signed


BPA Contracting Officer
11/15/10
Date Signed



COVER SHEET CONTINUATION

CONTRACT NO. 50580

Hogan Lovells

CO: Jenifer McCune; 503.230.7429, jamccune@bpa.gov

COTR: Karol-Jo Reuven; 503.230.5293, kjreuven@bpa.gov

1. This contract is hereby issued as follows and contains:
 - Signature Page
 - Cover Sheet Continuation Page
 - Terms and Conditions
 - Statement of Work
2. The authorized contract value is not to exceed Non-responsive
3. The performance period for this contract is 25 October 2010 through 31 December 2010.
4. This is a time and materials contract.
5. All invoices shall be submitted to:

Bonneville Power Administration
Attn: Karol-Jo Reuven L-7
PO Box 3621
Portland, OR 97208
(503) 230-5293
e-mail: kjreuven@bpa.gov

TERMS AND CONDITIONS

CONTRACT 50580

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UNIT 1 — SCHEDULE

CONTRACT TYPE (7-1)
(SEP 98)(BPI 7.1.9)

This is a time and materials type contract.

PERFORMANCE PERIOD (7-7M)
(OCT 10)(BPI 7.2.7.1)

- (a) The period of performance is from 25 October 2010 to 31 December 2010. This contract maybe renewed for four additional one year periods (subsequent periods of performance are from 1 January- 31 December), if the parties are able to agree to terms and conditions for those periods.
- (b) BPA may extend the terms of this contract by written notice to the Contractor. BPA will give the Contractor preliminary notice of its intent to extend at least 30 days before the contract expires

SCHEDULE OF PRICES (22-51M)
(OCT 10)

The contractor shall provide the services described with statement of work. The following hourly billing rates will be used in pricing all efforts under this contract.

Personnel	Position	Hourly Rate
John Lilyestrom	Partner	Non-responsive
Eric Lashner	Associate	
Ruth Porter	Associate	
	TOTAL (NTE)	

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (OCT 07)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:
- Bonneville Power Administration
PO Box 491
ATTN: NSTS - MODW Vendor Maint.
Vancouver, WA 98666-0491
- E-mail Address: VendorMaintenance@BPA.gov
Phone: (360) 418-2800
Fax: (360) 418-8904
- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

BASIS OF PAYMENT -- TIME-AND-MATERIALS CONTRACTS (22-4) (SEP 98)(BPI 22.1.3)

BPA shall pay the Contractor as follows after submission of invoices approved by the CO. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services.

(a) Hourly Rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. The Contractor shall substantiate invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the CO.

(2) Overtime. The hourly rates shall not be varied by virtue of the Contractor having performed work on an overtime basis unless the CO has specifically authorized overtime and the contract includes overtime rates.

(b) Materials. Allowable costs of direct materials shall be determined by the CO in accordance with Part 13 of the BPI in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices, consistent with Part 13 of the BPI. Direct materials are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(c) Travel Costs. Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. The CO must approve any variation from these requirements. Contractors may request a letter from the Contracting Officer authorizing access to lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

(d) Subcontracts. The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause, if such costs are consistent with Part 13 of the BPI. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates in the Schedule.

(e) Responsibility to obtain best overall price. To the extent able, the Contractor shall--

(1) Obtain materials, subcontracts, and travel at the most advantageous prices available with due regard to securing prompt delivery of satisfactory products and services; and

(2) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits and additionally, give credit to BPA for any amounts that have accrued to the benefit of the Contractor or would have accrued except for the fault or neglect of the contractor. When unable to take advantage of the benefits, the Contractor shall promptly notify the CO and give the reasons.

(f) Material the Contractor regularly sells to the public. If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (e)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to BPA; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(g) Audit. At any time before final payment under this contract the CO may audit the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the CO not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Contractor as the "final invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract, BPA shall promptly pay any balance due the Contractor.

- (h) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to BPA. The Contractor and each assignee shall assign to BPA all such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the CO.

PAYMENT (22-12)
(SEP 09)(BPI 22.2.5)

- (a) Payment Due Date. Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (b) Billing Instructions.
- (1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information required to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.
- (2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO. The contractor may submit invoices electronically (e-mail, fax, etc.).
- (c) Payment Method. Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.
- (d) Prompt Payment Act. This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.
- (e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

LIMITATION ON TRAVEL COSTS (22-50)
(SEP 10)

Costs incurred for lodging, meals, and incidental expenses shall be reimbursed on an actual cost basis to the extent that they do not exceed, on a daily basis, the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Per Diem shall be authorized for travel in excess of 12 hours and shall not exceed 75% of the daily rate for the first and last day of official travel. Lodging and other expenses exceeding \$75.00 must be supported with receipts, which shall be submitted with the request for payment.

Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the Bonneville Purchasing Instructions. Generally, airline costs will be limited to coach or economy class. Any variation from these requirements must be approved by the Contracting Officer. Contractors may

request a letter from the Contracting Officer, authorizing access to an airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers.

Per Diem rates are available at: <http://www.gsa.gov/portal/category/21287>

The Federal Travel Regulations are available at: <http://www.gsa.gov/portal/content/102886>

CONTRACT CEILING LIMITATION (22-7)
(SEP 98)(BPI 22.1.3)

- (a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract ceiling. The contract ceiling includes all estimated costs (both direct and indirect) and any fee allowance. If this is a cost-sharing contract, the contract ceiling includes both BPA's and the Contractor's share of the cost.
- (b) Notification of CO. The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) Revised Estimate. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this contract.
- (d) Contract Ceiling.
 - (1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the contract ceiling specified in the Schedule or, if this is a cost-sharing contract, the estimated cost to BPA specified in the Schedule; and
 - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the contract ceiling has been increased.
- (e) No notice, communication, or representation, or from any person other than the CO, shall affect this contract's contract ceiling.
- (f) If this contract is terminated or the contract ceiling is not increased, BPA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

WITHHOLDING (22-9)
(SEP 98)(BPI 22.1.5.1)

- (a) The CO reserves the right to withhold an amount not to exceed 15 percent of the contract price if determined necessary to protect BPA's interests.
- (b) Upon completion and acceptance of each severable item of work for which the price is stated separately in the contract, payment shall be made for the completed work, less liquidated damages (if any), without withholding of a percentage.

FEDERAL, STATE, AND LOCAL TAXES (22-15)
(SEP 98)(BPI 22.5.3.4)

- (a) The contract price shall include all applicable Federal, State, and local taxes and duties.
- (b) The contract price shall be increased by the amount of any after-imposed Federal excise tax or duty, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price.

- (c) The contract price shall be decreased by the amount of any after-relieved Federal excise tax or duty.
- (d) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the CO.
- (e) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (f) Notwithstanding any of the above provisions for adjustment of the contract price in the event of a change in a Federal excise tax or duty after the contract date, no increase in the contract price shall be made for any duty imposed under the Tariff Act of 1930, as amended, (19 U.S.C. 1303) or the Anti-dumping Act of 1921, as amended (19 U.S.C. 160-171).

GENERAL CONTRACT ADMINISTRATION

APPLICABLE REGULATIONS (1-1) (NOV 08)(BPI 1.3.1)

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions. The BPI is available without charge on the Internet at <http://www.bpa.gov>. Copies are available for purchase from the Head of the Contracting Activity. The public may purchase unbound copies of the BPI from the Head of the Contracting Activity – DGP-7, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is \$30.00. Subscriptions are not available.

SUBCONTRACTS (14-7) (SEP 98)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2) (SEP 98)(BPI 14.3.2)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

CHANGES - TIME-AND-MATERIALS (14-10) (SEP 98)(BPI 14.10.5.1.1)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract to any one or more of the following:
 - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for BPA in accordance with the drawings, designs, or specifications.

- (2) Method of shipment or packing.
 - (3) Place of delivery or performance.
 - (4) Description of services to be performed.
 - (5) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (6) BPA-furnished property.
 - (7) Place of inspection or acceptance.
- (b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the (1) ceiling price, (2) hourly rates, (3) delivery schedule, and (4) other affected terms, and shall modify the contract accordingly.
 - (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order, but not later than final payment.
 - (d) Failure to agree to any adjustment shall be a dispute under a disputes clause, if one is included in this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the revised contract estimated cost and, if this contract is incrementally funded, the additional amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Contract Ceiling Limitation clause of this contract.
 - (f) Notwithstanding other provisions herein, only the Contracting Officer, or persons specifically delegated authority to do so by the Contracting Officer, are authorized to orally modify or affect the terms of this contract. Contractor response to oral direction from any other source is at its own risk of liability.

PRICING OF ADJUSTMENTS (14-12)
(SEP 98)(BPI 14.10.5.1.1)

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other modification in connection with this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 13 of the Bonneville Purchasing Instructions which are in effect on the date of this contract.

EXAMINATION OF RECORDS (12-3)
(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.

ORDER OF PRECEDENCE (14-3)
(SEP 98)(BPI 14.4.1.1)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications or statement of work); (b) contract clauses; (c) the specifications or statement of work; and (d) other documents, exhibits, and attachments.

BANKRUPTCY (14-18)
(OCT 05)(BPI 14.19.1)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identify of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting officers for all Government contracts against final payment has not been made. This obligation remains in effect until final payment under this contract.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

ORGANIZATIONAL CONFLICTS OF INTEREST (3-2)
(SEP 98)(BPI 3.4.6)

- (a) The offeror or contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in BPI 3.4.1, and that the offeror or contractor has disclosed all relevant information to the Contracting Officer.
- (b) The offeror or contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.
- (c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, BPA may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts for work to be performed in aid of the services provided by the prime contractor, and the terms "contract," "contractor," "Contracting Officer" modified appropriately.

CERTIFICATION, DISCLOSURE, AND LIMITATION REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (3-3)
(SEP 98)(BPI 3.5.6)

- (a) As used in this clause:

"Covered Federal action" means:

- (1) The awarding of any Federal contract.
- (2) The extension, continuation, renewal, amendment, or modification of any Federal contract.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and includes Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, includes a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (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 any Federal contract or the extension, continuation, renewal, amendment, or modification of any Federal contract.
- (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, Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

- (3) He or she will include the language of this certification in all subcontract awards at any tier and that all sub-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 contract imposed by section 1352, title 31, U.S. 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.
- (d) A contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under this clause if paid for with appropriated funds.
- (e) The contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (b) of this clause. An event that materially affects the accuracy of the information reported includes--
- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (f) The contractor shall require the submittal of a certification, and if required, a disclosure form, by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (g) All subcontractor disclosure forms (but not certifications), shall be forwarded from tier to tier until received by the prime contractor. The prime contractor shall submit all disclosure forms to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.
- (h) Any person who makes an expenditure prohibited under this clause or who fails to file or amend the disclosure form to be filed or amended by this clause shall be subject to a civil penalty as provided by 31 U. S. Code 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9)
(OCT 05) (BPI 3.8.1)

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

ENVIRONMENT AND SAFETY

SAFETY AND HEALTH – NON-ELECTRICAL CONTRACTOR(S) (15-55M) (OCT 10)(BPI 15.2.1)

(a) General

- (1) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. In fulfilling these requirements, the Contractor shall comply with:
 - (A) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.).
 - (B) Occupational Safety and Health Act of 1970, (Public Law 91-598) and applicable rules and regulations as may have been delegated to the States.
 - (C) All Federal and state safety and health rules and regulations applicable to the contract work, as supplemented by BPA safety and health requirements stated below or elsewhere in the contract.
- (2) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.
- (3) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) may notify the Contractor of any noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the Contractor shall request permission to resume work from the COTR. When all work on a contract has been suspended for a Safety and Health violation, accident, or incident by the Contracting Officer (CO), the Contractor shall meet with representatives of BPA's Contracting Office, and the BPA Safety Office to present a written statement outlining specific changes in work procedures that the contractor will make in order for work to safely resume. BPA must be satisfied that the Contractor is capable of completing the contract in a safe manner before allowing work to resume. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.
- (4) The Contractor shall maintain an accurate record of, and shall immediately report to the COTR in the manner prescribed by the latter, all cases of death, occupational diseases, and injury arising from, or incident to, performance of work under this contract. The record and report shall include a description of the preventative measures to be taken to avoid recurrence, any restitution or settlement made, or the status thereof. The Contractor shall complete and file with the COTR, BPA form 6410.15e (Contractor's Report of Personal Injury, Illness, or Property Damage Accident) within five (5) working days of such an occurrence. In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete and file with the COTR, BPA Form 6410.18e (Contractors Report of Incident/Near Miss) within five (5) working days of such an occurrence.
- (5) In case of an injury, the Contractor shall have 30 days to make full restitution or settlement. If the Contractor fails to make full restitution or settlement within 30 days, BPA may:
 - (A) Make, or cause to be made, the required remedial action or cash settlement to the person or persons who have been injured, and
 - (B) Charge to the Contractor's account an equitable amount, not to exceed \$2,500, for any injury claim. More than one such payment, and charge, can be assessed if more than one injury has occurred.

- (6) The Contractor bears sole responsibility for ensuring that all personnel engaged in work related to the contract possess the necessary knowledge and skills to perform their work safely and to otherwise function in compliance with the foregoing criteria. (See also the Material and Workmanship clause)
- (7) The Contractor shall hold BPA harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work or operations under this contract.
- (8) The Contractor shall indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions.
- (9) Nothing stated herein shall be construed to be a limitation on the Contractor's liability. The rights and remedies of BPA provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION

TERMINATION FOR THE CONVENIENCE OF BPA (20-2) (MAY 07)(BPI 20.4.1)

- (a) BPA may terminate all or any part of this contract, at any time, upon written notice to the contractor. Upon receipt of the termination notice, the contractor shall stop work on the terminated portion of the contract.
- (b) The contract amount shall be revised as a result of termination under this clause. On fixed-price contracts the revised amount shall not exceed the pre-termination contract price, excluding payments already received, plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination, excluding payments already received, plus reasonable termination expenses, plus an adjustment of the fee on the terminated portion of the contract. No payment will be made for anticipated profits on the terminated portion, or consequential damages, of the contract. The contractor shall submit a settlement proposal within 30 days of the notice of termination.
- (c) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, or any completed or partially completed items.

TERMINATION FOR DEFAULT (20-3) (SEP 98)(BPI 20.5.1)

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of those causes are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.

DISPUTES

APPLICABLE LAW (21-5) (SEP 98)(BPI 21.3.12)

Irrespective of the place of performance, this contract will be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract

appeals, and quasi-judicial agencies of the Federal Government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Oregon shall apply.

DISPUTES (21-2)
(SEP 98)(BPI 21.3.12)

Disputes arising under or related to this contract will be settled in accordance with Bonneville Purchasing Instructions, Subpart 21.3. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any pending decision of the Contracting Officer regarding matters in dispute.

DISPUTES RESOLUTION PROCESS (21-3)
(OCT 05)(BPI 21.3.12)

- (a) All disputes arising under or relating to this contract shall be resolved under this clause.
- (b) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment or equitable adjustment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by complying with the requirements of this clause, if it is not disputed either as to liability or amount or is not acted upon in a reasonable time.
- (c) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision before final payment. A claim by BPA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of receipt of the request. For Contractor claims in excess of \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date when the decision will be made. At any time prior to issuance of the Contracting Officer's final decision, either party may request mediation or other alternate disputes resolution process (see paragraph (g)) by a third party in order to assist in settling the claim. Should the contractor request the use of an alternate disputes resolution process, the time frames for issuing a CO decision and payment of interest shall be suspended.
- (e) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless:
 - (1) Within 90 days from the date of receipt of such decision the Contractor or Contracting Officer initiates disputes resolution processes described in Subchapter IV of the Administrative Disputes Resolution Act of 1990 (P. Law 101-552, 104 Stat. 2736) with the Seattle Office of the American Arbitration Association at the address,

American Arbitration Association
701 Pike Street, Suite 950
Seattle, WA 98101-4111

whose telephone number is (206) 622-6435 and facsimile number is(206) 343-5679; or

- (2) Within 90 days from the date of receipt of such decision the Contractor appeals the decision to the US Department of Energy, Board of Contract Appeals at either its postal or courier address:

US Postal Service (USPS) mailing address: US Department of Energy
Board of Contract Appeals

HG-50, Building 950
L'Enfant Plaza Building
1000 Independence Avenue SW
Washington, DC 20585-0116

Courier and other than USPS address: US Department of Energy
Board of Contract Appeals
Suite 810
950 L'Enfant Plaza SW
Washington, DC 20024

whose telephone number is (202) 287-1900 and facsimile (202) 287-1700, in the manner specified in the decision; or

- (3) Within 12 months from the date of receipt of such decision the Contractor brings an action thereon in the United States Court of Federal Claims.
- (f) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.
- (g) Alternative disputes resolution process.
 - (1) The parties are encouraged to attempt an alternative dispute resolution as described by Subchapter IV of the Administrative Disputes Resolution Act of 1990 (P. Law 101-552, 104 Stat. 2736), including, at the request of any party, mediation or binding arbitration, prior to commencing litigation in any court, board or tribunal. Mediation shall be accomplished as agreed between the parties. Arbitration, if any, shall be done through the Seattle, Washington Office of the American Arbitration Association, and shall be done according to the Commercial Arbitration Rules of the American Arbitration Association, using one arbitrator unless otherwise agreed to by the parties. If the contractor rejects BPA's request to use an alternate dispute resolution process, the reason for its rejection shall be furnished to the Contracting Officer.
 - (2) The parties stipulate that any tribunal to which any controversy or claim is brought should stay its proceedings, except in aid of arbitration, pending completion of arbitration and the issuance of the Arbitrator's award.
 - (3) Service of summons in any court action to enforce or challenge an award must be effectuated according to Rule 4 of the Federal Rules of Civil Procedure for the United States District Courts or under the comparable rule of another court or tribunal with subject matter jurisdiction.
 - (4) Except as specified below in this paragraph, there shall be no discovery in connection with any dispute resolution process. However, in the event that any party to such dispute resolution process shall receive information pertaining to the dispute through anyone's use of the Freedom of Information Act with the Department of Energy or Bonneville Power Administration, then, at the option of Bonneville Power Administration, other discovery shall be permitted and, if thus permitted at all, shall be opened fully to all parties. To the extent that such discovery cannot be effectuated by consent and agreement, it shall be under the supervision of the individual assisting with the dispute resolution.
- (h) BPA shall pay interest on the amount found due and unpaid from: (1) the date the Contracting Officer receives the claim, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury, and applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

UNIT 3 — STATEMENT OF WORK

PART A. GENERAL

1. GOAL OF THIS CONTRACT

The objective of this contract is to obtain ongoing legal support for Federal Energy Regulatory Commission (FERC) matters relating to the business of the Bonneville Power Administration (BPA). The work may include document preparation and review, legal analysis, and other legal services in support of the BPA Office of General Counsel. While most of the work is expected to focus on FERC-centered transactions of interest to Bonneville, the legal services may also pertain to areas of practice where BPA's Office of General Counsel may seek additional expertise, depending upon the circumstances.

2. BACKGROUND

The BPA is a Federal power marketing administration headquartered in Portland, Oregon. BPA is a distinct organization within the United States Department of Energy (DOE). BPA markets wholesale electric power at cost-based rates from 31 Pacific Northwest Federal hydroelectric facilities and one non-Federal nuclear plant. It also operates a large and complex bulk power transmission system that provides services within the Pacific Northwest and links the area with neighboring regions to the north, east, and south. BPA is governed by its own organic statutes and is a self-financing entity, using its power and transmission rate revenues to cover its costs. BPA files its power and transmission rates with the FERC for approval under provisions set out in the Pacific Northwest Electric Power Planning and Conservation Act. In addition, BPA has voluntarily implemented FERC's open access policies, including functionally separating its power and transmission marketing components as well as filing and obtaining FERC approval of an Open Access Transmission Tariff (OATT).

3. LOCATION OF CONTRACTOR SERVICES

The Contractor will work from the offices of the contractor; the contractor will attend meetings at the FERC building (Washington DC), as required by the Government. You may also be asked to attend other meetings via conference call or in various locations within the United States. If travel is required, travel expenses will be paid by BPA, consistent with the Federal Travel Regulations.

4. CONTRACTOR-FURNISHED PROPERTY OR SERVICE

The contractor will provide all labor, materials and services, except those provided as Government-furnished, in meeting the requirements of this Statement of Work (SOW).

5. BPA- FURNISHED PROPERTY OR SERVICES

BPA will furnish available data and documentation as needed for the contractor to utilize during performance of work assigned under this contract.

PART B. TECHNICAL APPROACH/TASK

1. GENERAL REQUIREMENTS

BPA infrequently must appear at FERC in response to customer complaints and may be required to participate in pre-trial conferences, settlement efforts or hearings. Depending on the nature of the case and the resources of BPA, the Office of General Counsel may require expertise of law firms that are routinely exposed to FERC hearings.

The nature of the work to be performed by the contractor will primarily involve assisting BPA Office of the General Counsel prepare matters for hearing at FERC. Other tasks that the contractor may be asked to perform may include but are not limited to the following:

- conduct legal analysis and render legal advice to BPA with respect to FERC matters assigned under this contract,
- provide legal opinions on the authority of BPA to enter into transactions,

- provide opinions relating to FERC regulations applicable to OATT supported transactions,

- prepare and file documents with, and otherwise represent BPA before FERC,

- review and assess potential liabilities associated with existing and proposed contracts or transactions relating to subject matter described above,
- participate in meetings with BPA or others as requested.

2. METHODS TO BE USED

The contractor will provide legal services primarily consisting of legal representation, research, advice and analysis, document preparation and document review. All services will be rendered under the supervision of BPA Office of the General Counsel. The BPA Office of General Counsel will participate in all conferences and hearings and will contribute to, preview and approve any filings. The BPA Office of the General Counsel will have final approval. The contractor will be expected to attend, in person or by telephone, meetings with BPA and others as necessary and as requested by BPA's Office of General Counsel. It is expected that the contractor may be required to enter appearances in certain regulatory administrative proceedings at BPA's request.

3. CONFIDENTIALITY

In addition to ethical requirements of confidentiality binding Contractor, BPA has an expectation of nondisclosure of documents or other information provided to contractors during the term of their contracts. The Contractor understands that a confidential, fiduciary relationship exists with respect to materials provided by BPA to Contractor. Contractor must verify with BPA Office of General Counsel that collected material may be released during the proceedings or given to other parties in the case.