

BPA Policy 482-1

Customer Contract Lifecycle Management

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1. Purpose & Background

The purpose of this Customer Contract Lifecycle Management (CCLM) policy (Policy) is to ensure quality standards are met in the management of Customer Contracts by prescribing the Bonneville Power Administration's (BPA) rules and procedures for CCLM. A Customer Contract is any contract to which BPA is a party, with the exception of Environment, Fish & Wildlife; Real Property, and Supply Chain Agreements.

CCLM is the process of proactively managing Customer Contracts by implementing key requirements during the following four (4) major phases of the Customer Contract lifecycle:

Phase A: Drafting Contract Actions (Draft);

Phase B: Reviewing and Approving Contract Actions (Review);

Phase C: Authenticating and Executing Contract Actions (Execution); and

Phase D: Administering Contract Actions (Administration).

Four (4) Major Outputs of CCLM:



Note: Phases A through D corresponds with Sections 5.2 A-D of this Policy.

2. Policy Owner

The Customer Support Services (KS) Director has overall responsibility for this Policy, and determines the appropriate resolution of any conflicts that may arise during its implementation.

The KS Policy and System Governance (KS) Organization or its successor is responsible for the review, revision, and monitoring of this Policy for compliance, and reporting compliance activities and audit or review findings to the Front, Middle, and Back Office, Policy and Standards Implementing Group (FOMOBO), or its successor.

Questions about this Policy should be directed to the KS Organization at CSSPolicy@BPA.gov.

3. Applicability

This Policy applies to Contract Actions. A Contract Action is defined as, "a Customer Contract, drafted by BPA or a Counterparty and any related documents including, but not limited to the following: addendums, amendments, appendices, exhibits, exhibit tables, modifications, revisions, settlements, terminations, or waivers."

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4. Definitions

- A. Agency Standard Contract Provision (ASCP):** A BPA approved clause, term, or condition that Contract Action Initiators are required to use when drafting certain Contract Actions (see BPA Procedure 482-1-1: *Drafting Contract Actions* for a list of all ASCPs).
- B. Agency Standard Contract Template (ASCT):** A BPA approved standard contract, amendment, or exhibit that Contract Action Initiators are required to use when drafting certain Contract Actions (see BPA Procedure 482-1-1: *Drafting Contract Actions* for a list of all ASCTs).
- C. Agency Standard Contract Provision Matrix (ASCP Matrix):** An appendix to BPA Procedure 482-1-1: *Drafting Contract Actions* that provides guidance on which ASCP(s) to use when drafting certain Contract Actions.
- D. Agency Standard Contract Template Matrix (ASCT Matrix):** An appendix to BPA Procedure 482-1-1: *Drafting Contract Actions* that provides guidance on which ASCT to use when drafting certain Contract Actions.
- E. Contract Action:** A Customer Contract, drafted by BPA or a Counterparty and any related documents including, but not limited to the following: addendums, amendments, appendices, exhibits, exhibit tables, modifications, revisions, settlements, terminations, or waivers.
- F. Contract Administrator:** An individual on the Contract Team in the Customer Contract Management System and/or an individual who administers Contracts in a front or back office contracting organization.
- G. Contract Action Initiator (CAI):** An individual who acts on behalf of their organization to initiate the development of a Contract Action or initiate the Internal Stakeholder Review of a Contract Action.
- H. Contract Implementation Brief (CIB):** A document that assists with the implementation or administration of a Contract Action by providing a brief synopsis of key requirements and pertinent information about the Contract Action.
- I. Counterparty:** Any non-BPA party to a Customer Contract with BPA, including customers.
- J. Customer Contract:** Any contract to which BPA is a party, with the exception of Environment, Fish & Wildlife; Real Property, Supply Chain and Procurement Agreements.
- K. Customer Contract Management System (CCM):** The Agency's customer contract system that provides one system for CCLM, which includes functionality to: draft, review, execute and administer Customer Contracts. CCM is the source of record for: Contract Actions, Agency Delegations of Authority, ASCPs, and ASCTs.

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- L. **CCM Contract Type:** A three level structure or schema that is applied to all Customer Contracts in CCM (e.g., L1: Function, L2: Program, L3: Service Type).
- M. **CCM Customer Contract Team:** A group of CCM users who are responsible for a specific role in the development, implementation, or administration of a Contract Action.
- N. **CCM Object:** A storage unit defined by CCM Properties that contain Contract Action document files in the following formats: MS Word, PDF, and Excel.
- O. **CCM Property:** An attribute of a CCM Object that provides key information about a Contract Action (e.g., status, expiration date, effective date).
- P. **CCM Summary:** A property displayed in CCM which indicates the intent, purpose, or content of the documents.
- Q. **Customer Data Management System (CDM):** An Agency-wide repository for customer data and the official source of record for Agency account and customer relationship information. This includes information such as: customer identifiers, names, addresses, external and internal contacts, associations, groups and relationships.
- R. **Delegate:** An authorized delegate with appropriate authority to execute Contract Actions under BPA Policy 140-1: *Delegations of Authority to Bind the Bonneville Power Administration*.
- S. **Environment, Fish & Wildlife Agreement:** A contract or related document that is stored and managed in BPA's Pisces System and related to Environment, Fish & Wildlife projects (e.g., projects to protect, mitigate, enhance, or recover fish and wildlife populations).
- T. **Evergreen Contract:** A contract that renews itself from one term to the next in the absence of contrary notice by one of the parties.
- U. **Front, Middle, and Back Office, Policy and Standards Implementing Group (FOMOBO):** A cross-functional group that is responsible for advising the KS Director on the following: policies, internal controls, rules, procedures and standards for Customer Contracts; billing, load forecasting, metering and related systems.
- V. **Internal Stakeholder:** A stakeholder within BPA that is impacted by the outcome of a Contract Action.
- W. **Internal Stakeholder Review (ISR):** An internal review of a Contract Action prior to offer (or acceptance if offered to BPA), that is initiated by the CAI to ensure that a Contract Action is thoroughly vetted.
- X. **Internal Stakeholder Review Matrix:** An appendix to BPA Procedure 482-1-2: *Reviewing and Approving Contract Actions* that provides guidance on which stakeholders to include during an Internal Stakeholder Review (ISR).
- Y. **Office of Record:** The BPA Organization by definition of its mission or function that has primary responsibility for maintenance and retention of a record.

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Z. One-Off Revision: A onetime change that is made to an ASCP and/or ASCT that is not intended to be repeated or reproduced.

AA. Real Property Agreement: A contract or related document that is stored and managed in BPA’s Land Information System that is related to the following: land and facility acquisitions or sales, real property holdings including access, easements, and rights of way.

BB. Supply Chain Agreement: A contract or related document that is stored in BPA’s Asset Suite System pursuant to procurement or a financial assistance award authorized under the Bonneville Purchasing Instructions or Bonneville Financial Assistance Instructions; includes procurement and Fish & Wildlife agreements that are executed under these authorities.

5. Policy

It is BPA’s policy to manage all Contract Actions in accordance with requirements under Sections 5.1 and 5.2 of this Policy.

5.1 General Requirements

The following general requirements are applicable throughout all phases of the Customer Contract lifecycle:

A. BPA’s Sources of Record for Contract Actions & Counterparty Information

1. The Customer Contract Management System (CCM) is BPA’s source of record for CCLM. The following must be stored in CCM: Contract Actions, Agency Delegations of Authority, Agency Standard Contract Provisions (ASCP), and Agency Standard Contract Templates (ASCT).
2. The Customer Data Management System (CDM) is BPA’s source of record for Counterparty account and contact information. Counterparty account and contact information must be stored and maintained in CDM.

B. BPA’s Office of Record for Contract Actions

1. The Customer Contracts Systems (KSCS) Organization is the custodial Office of Record for original electronic versions of executed Contract Actions.
2. The KSCS Organization must be provided with the original electronic version of executed Contract Actions for storage in CCM.

C. Delegation of Authority

All Delegates under BPA Policy 140-1: *Delegations of Authority to Bind the Bonneville Power Administration* are responsible for ensuring that the Contract Actions that they sign, or are otherwise responsible for, meet the requirements established in this policy

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and BPA Policy 140-1: *Delegations of Authority to Bind the Bonneville Power Administration*.

D. Obtaining Access to CCM & CDM

1. BPA user access for CCM and CDM is managed by the KSCS Organization.
2. All requests to access CCM and CDM must be sent to the KSCS Organization via the following email addresses: CCM_Support@bpa.gov (for CCM access) or CDM_Support@bpa.gov (for CDM access). Additional information about accessing CCM and CDM may be found on BPA's [Customer Information Page](#).

E. Provide Internal Stakeholder Review (ISR) Matrices

1. BPA organizations must assign someone who is responsible for ensuring that their organization's ISR Matrix is routinely reviewed in accordance with BPA Procedure 482-1-2: *Reviewing and Approving Contract Actions*.
2. The ISR Matrix should indicate why a particular Internal Stakeholder's input is needed.
3. New or proposed revisions to an ISR Matrix must be sent to all Internal Stakeholders that are impacted by the new or revised review requirements in accordance with BPA Procedure 482-1-2: *Reviewing and Approving Contract Actions*.

F. Redacting Contract Actions

1. Certain Contract Actions may require redaction to obscure information (i.e. contract price) in a document from view by CCM users. Requests for a redaction must be sent to CCM_Support@bpa.gov.
2. The KSCS Organization must honor requests to redact designated portions of a Contract Action that BPA has contractually agreed to keep confidential. If a document is redacted, the KSCS Organization must retain the original un-redacted version of the document.

G. Communicating with Counterparties

All communications between BPA and Counterparties must be consistent with BPA Policy 320-1: *Agency Communication Protocols for Power & Transmission Customers and Tribes*.

H. Qualifying Counterparties as Eligible to Conduct Business with BPA

1. The Account Specialist, Contract Specialist or equivalent function, must qualify new Counterparties as eligible to conduct business with BPA in accordance with the following Policies and Desk Procedure:
 - a) BPA Policies: 231-2: *Power Transacting Risk Management*, 231-3: *Transmission Transacting Risk Management*, 231-4: *Transmission Credit Risk Management*,

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BPA’s Open Access Transmission Tariff (OATT), and “Final Policy on Standards for Service December 22nd 1999 Records of Decision.”

- b) Desk Procedure Number 1030: *Transmission Services New Customer Application V1* or its successor.

I. Establishing New, Permanent Revisions, or One-Off Revisions to an ASCP or ASCT

- a) New and permanent revisions to an ASCP or ASCT must undergo an ISR, a FOMOBO review, and an approval by the KS Director in accordance with BPA Procedure 482-1-1: *Drafting Contract Actions*.
- b) One-Off Revisions to an ASCP or ASCT must be justified by a business need and the request must undergo an ISR via CCM, which includes required Internal Stakeholders via CCM.

5.2 Lifecycle Requirements

The following requirements are applicable to the specific phase of the Lifecycle that is indicated below:

A. Phase A: Drafting Contract Actions (Draft)

Contract Actions enter the “Draft” phase of the Lifecycle once preliminary negotiations have concluded and the Contract Action Initiator (CAI) or Counterparty is tasked with developing the Contract Action’s language. During the “Draft” phase, each of the following requirements must be met in accordance with BPA Procedure 482-1-1: *Drafting Contract Actions*.

1. Store & Classify Contract Actions in CCM

CCM is BPA’s source of record for Contract Actions. Therefore, CAIs must build the appropriate CCM Object and classify Contract Actions using the appropriate CCM Contract Type, regardless of the manner in which Contract Actions are drafted (e.g., outside of CCM, via Microsoft Word, or at team meetings).

2. Complete all Known CCM Properties

CCM users utilize CCM Properties to generate reports and quickly obtain useful and relevant CCM search results. Therefore, CAIs must populate all CCM Properties that are known to them at the time they are creating their CCM Object (e.g., Interagency Tracking Number and Treasury Account Symbol [IAT/TAS] to track intra-agency contracts).

3. Verify Intended Signer’s Delegation of Authority

Pursuant to BPA Policy 140-1: *Delegations of Authority to Bind the Bonneville Power Administration*, Contract Actions may only be signed by a delegate with the appropriate authority to bind BPA in a contractual relationship with a Counterparty.

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Therefore, CAIs must verify and document in CCM that the individual purporting to sign the Contract Action on BPA’s behalf has the delegated authority to do so.

4. Assign CCM Customer Contract Team

CCM Customer Contract Teams are used to designate CCM users that have a specific role in the development, implementation, or administration of a Contract Action. In some cases, CAIs may manually assign roles on a team. In those instances, the CAI must be sure to select the CCM Customer Contract Team that is appropriate for the type of Contract Action that is being developed.

5. Restrict Unauthorized Access to the Contract Action

Access to Contract Actions in CCM may require a restriction for a myriad of reasons. If a restriction is required, CAIs must designate the appropriate level of security when building a CCM Object; this will ensure that certain Contract Actions are inaccessible to unauthorized persons (e.g., FERC Standards of Conduct [SOC]).

6. Use Mandatory Contract Action Language

a) Certain Contract Actions require the use of mandatory language that is developed in collaboration with the Office of General Counsel and other Internal Stakeholders, this standardized language is designed to mitigate BPA’s exposure to risk and ensure compliance with applicable policies and industry regulations. Therefore, CAIs must:

- i) Consult the applicable ASCP and ASCT matrix to determine the applicable ASCP(s) or ASCT that must be used when drafting the Contract Action;
- ii) Obtain the applicable ASCP(s) and ASCT from CCM to ensure that the latest version of the provision or template is used;
- iii) Use the applicable ASCP(s) and ASCT verbatim; unless the provision or template contains Drafters Notes that permits the modification, or there is a business need that justifies a One-Off Revision (see the “Review” phase for One-Off Revisions).

7. Avoid “Evergreen” Customer Contracts

Evergreen Customer Contracts automatically renew its term of length which can make it difficult for BPA to renegotiate or terminate an existing Customer Contract. Therefore, CAIs must include a specific expiration date or language that clearly constitutes when the Customer Contract will end. In some instances, an Evergreen Customer Contract may be unavoidable (e.g., a Customer Contract that is drafted pursuant to Bonneville’s OATT requirements or the Western Systems Power Pool Agreement [WSPP]); in those instances, Evergreen Customer Contracts must be routinely monitored in accordance with requirements under Section 5.2.D.2 of this Policy.

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8. Use CCM Related Objects Feature

- a) Pursuant to FERC Order 768, BPA includes certain Customer Contracts as part of an Electric Quarterly Report (EQR). For Customer Contracts that are in the scope of the EQR, CAIs must create or update the EQR Reporting Object.
- b) Certain Customer Contracts that are stored in CCM are referenced by or related to other Customer Contracts that are also in CCM. This relationship between Customer Contracts is important to those who are tasked with Customer Contract administration, and honoring Freedom of Information Act (FOIA) requests. Therefore, CAIs must indicate any relationship between Customer Contracts by creating a related Contract Object.

9. Include a Contract Implementation Brief (CIB)

A CIB provides a synopsis of key requirements under a Contract Action that is useful to other CCM users. Therefore, CAIs must add a CIB CCM Object under the applicable Contract Action, if the CAI or an Internal Stakeholder determines that the Contract Action is prone to ambiguity, or a risk of error in its implementation or administration.

10. Cancel Abandoned Contract Actions

Contract Actions that are in a “Draft” status but will never be executed by BPA or the Counterparty, and a decision is made to not move forward to finalize such draft Contract Action, CAIs must immediately cancel the Contract Action in CCM.

B. Phase B: Reviewing and Approving Contract Actions “Review”

Contract Actions enter the “Review” phase of the Lifecycle once drafting has concluded and the CAI is tasked with circulating the language of the Contract Action for an Internal Stakeholder Review (ISR). During the ISR phase, each of the following requirements must be met in accordance with BPA Procedure 482-1-2: *Reviewing and Approving Contract Actions*.

1. Consult the ISR Matrix

- a) Internal Stakeholders must be given an opportunity to review and approve of the Contract Action before it is sent to a Counterparty. Guidance on who to include on an ISR may be found on the ISR Matrix. Therefore, CAIs must refer to the appropriate ISR Matrix to determine who should be included on an ISR.
 - i) If the ISR Matrix does not provide guidance for a particular Contract Type, the CAI must:
 - a. Notify the individual who is responsible for ensuring that their organization’s ISR Matrix is routinely reviewed;

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- b. Ensure that at a minimum the Office of General Counsel is included on the ISR and any applicable Financial Organizations if the Contract Action has any financial terms;
- c. Make every effort to identify any additional Internal Stakeholders who may also be impacted by the Contract Action and include them on the ISR.

2. Process the ISR via CCM

- a) CCM provides a historic record of all Internal Stakeholders that were involved in the review of a Contract Action. If an ISR is required, the CAI must ensure that Contract Actions undergo an ISR via CCM prior to the Contract Action being offered to a Counterparty.

3. Include Related Documents

- a) To ensure an in-depth review, Internal Stakeholders must be given the opportunity to review the Contract Action along with any pertinent documents that are related to the Contract Action. Therefore, CAIs must ensure that related documents are attached to the ISR in CCM.

4. Provide Additional Information to Internal Stakeholders

- a) An Internal Stakeholder may not always understand why they are being asked to review a Contract Action or whether ASCP(s) or an ASCT was used or revised. Therefore, CAIs must provide the following additional information to assist Internal Stakeholders with the ISR:
 - i) A brief statement that indicates to the Internal Stakeholder(s) why their participation is needed, unless the need for review is clear from the nature of the Contract Action, or there is guidance on the ISR Matrix that indicates why review is needed;
 - ii) **ASCP Information:**
 - a. The title and prefix of the ASCP(s) that are in the Contract Action;
 - b. Any request for a One-Off Revision to an ASCP(s) must include a redline that highlights revisions that were made to the ASCP(s) and a business justification that indicates the reason for the change.
 - iii) **ASCT Information:**
 - a. The title of the ASCT;
 - b. Any request for a One-Off Revision to an ASCT must include a redline that highlights revisions that were made to the ASCT and a business justification that indicates the reason for the change.

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5. Provide Timely Stakeholder Review

- a) Contract Actions must be submitted for ISR prior to being offered to a Counterparty. Failure to complete a timely review could result in the delay a Contract Action being sent to a Counterparty. Therefore, all Internal Stakeholders must:
 - i) Review all materials attached to the ISR by the due date indicated by the CAI;
 - ii) Respond to the ISR, unless the Internal Stakeholder was included on the ISR for informational purposes only, or the Internal Stakeholder is requesting more time to conduct the review;
 - iii) Indicated in CCM that the ISR is complete.

6. Reconcile Internal Stakeholder(s) Comments

An ISR is not complete until the CAI reconciles all comments received. The CAI must review all comments and edits provided by Internal Stakeholder(s), and if appropriate, incorporate comments/edits into the Contract Action. If the CAI chooses not to accept comments/edits, they must document the reason for their decision prior to moving forward with the execution of the Contract Action.

7. Re-circulate Changes After Close of ISR

A CAI or Counterparty may discover a need to revise the Contract Action’s language after the ISR period has already closed. In those instances, the CAI must repeat the ISR process to ensure that Internal Stakeholders are aware of and approve of any changes that were made to the Contract Action after the ISR period closed.

8. Upload ISR that Takes Place Outside of CCM

On rare occasions, a CAI may conduct an ISR outside of CCM via email or at a team meeting. This practice is not recommended; however, in those instances, prior to execution of the Contract Action, the CAI must store ISR documentation in CCM.

9. Abort the ISR for Abandoned Contract Actions

Contract Actions that are in a “Review” status but will never be executed and a decision is made not to move forward with a Contract Action that is in a “Review” status, the CAI must abort the ISR in CCM and cancel the Contract Action.

C. Phase C: Authenticating & Executing Contract Actions “Execution”

Contract Actions enter the “Execution” phase of the Lifecycle once the Counterparty signs the Contract Action or if no signature is required, once the Counterparty returns the Contract Action to BPA, or it is considered executed per the terms of the Contract Action. During the “Execution” phase, each of the following requirements must be met in accordance with BPA Procedure 482-1-3: *Authenticating and Executing Contract Actions*; and the KSCS Organization’s Internal Procedure: *Authentication*.

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1. Update the CCM Properties

- a) CCM Properties that were entered into the system during the “Draft” phase may no longer reflect the attributes of a Contract Action during its execution. Therefore, the CAI must make any updates that are needed to the CCM Properties to ensure that they reflect the most current details about the Contract Action (e.g. signer, effective date).
- b) Pursuant to BPA Policy 140-1: *Delegations of Authority to Bind the Bonneville Power Administration*, Contract Actions may only be signed by a delegate with the appropriate authority to bind BPA in a contractual relationship with a Counterparty. If the actual signer differs from the intended signer, CAIs must verify and document in CCM that the individual who actually signed the Contract Action on BPA’s behalf had the delegated authority to do so.

2. Submit Original Electronic Versions of Contract Actions to the KSCS Organization

The KSCS Organization is the custodial Office of Record for original electronic versions of executed Contract Actions. Therefore, the CAI, Account Specialist, Contract Specialist or equivalent function must provide the KSCS Organization with the original electronic version of Contract Actions for storage in CCM in accordance with BPA Procedure 482-1-3: *Authenticating and Executing Contract Actions*.

3. Authenticate the Contract Action

The Authentication process ensures that the Contract Action that was sent to the Counterparty is an exact match to the Contract Action that the Counterparty returns to BPA. For Contract Actions that require authentication, the KSCS Organization must complete the authentication process before the status of Contract Actions is changed from a pre-executed (e.g., draft, offered, approved) status to an “Executed” status.

4. Manage Access to Executed Contract Actions

Contract Actions are restricted from those without permission to view the documents. Therefore, the KSCS Organization must manage access to executed Contract Actions in accordance with BPA Procedure 482-1-3: *Authenticating and Executing Contract Actions*. (E.g., Official Use Only (OUO) or Critical Cyber Asset Information (CCAI)).

D. Phase D: Administering Contract Actions “Administration”

Contract Actions enter the “Administration” phase of the Customer Contract Lifecycle once the Contract Action has an “Executed” status in CCM, and a Contract Administrator is tasked with ensuring that the Contract is implemented as written. During the “Administration” phase, each of the following requirements must be met in accordance with BPA Procedure 482-1-4: *Administering Contract Actions*:

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1. Administer the Customer Contract as Written

- a) Contract Administration ensures that Customer Contracts are implemented as written. Therefore, at a minimum, Contract Administrators must ensure that the following requirements are met:
 - i) Contract Actions are implemented as written and closed out appropriately by using CCM tasks or other appropriate methods that are documented in their Organization’s internal procedures for administering Contract Actions;
 - ii) The KSCS Organization is notified via CCM_Support@bpa.gov, if there are any security restrictions that must be updated (e.g., FERC Standards of Conduct (SOC), Official Use Only (OUO), or Critical Cyber Asset Information (CCAI)).

2. Monitor Evergreen Customer Contracts

To ensure that Internal stakeholders are aware of the date that BPA or the Counterparty may renegotiate or properly terminate an Evergreen Customer Contract, Contract Administrators must monitor Evergreen Customer Contracts in accordance with a schedule developed by their Organization (e.g., once a year), by using CCM tasks or other appropriate methods that are documented in their Organization’s internal procedures for administering Contract Actions.

3. Provide Contract Administration Procedures

Contract Administration procedures ensure that Customer Contracts are administered consistently and in accordance with a standardized process. Therefore, BPA Organizations must ensure that their procedures for Contract Administration are provided to Contract Administrators and kept up to date by conducting a review of their procedures at least every other fiscal year.

6. Policy Exceptions

Verbal agreements entered into in accordance with the Western Systems Power Pool Agreement (WSPP).

7. Responsibilities

The following BPA Organizations and roles are responsible for ensuring that quality standards are met in the management of Customer Contracts by adhering to all requirements under Section 5 of this Policy. Primary responsibilities are as follows:

A. Account Specialist, Contract Specialist, or Equivalent Function

1. Qualify Counterparties.

B. Contract Action Initiator (CAI), Account Specialist, Contract Specialist, or Equivalent Function

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1. Provide the KSCS Organization with the original electronic executed version of the Contract Action.

C. Contract Administrator

1. Ensures that Contract Actions are implemented as written.
2. Monitor Evergreen Customer Contracts.

D. CAI

1. Store & classify Contract Actions in CCM.
2. Complete all known CCM Properties.
3. Verify intended signer’s Delegation of Authority.
4. Assign CCM Customer Contract Team.
5. Restrict unauthorized access to Contract Actions.
6. Use mandatory Contract Action language.
7. If necessary, request for a One-Off Revision to an ASCP(s) or ASCT.
8. Avoid “Evergreen” Customer Contracts.
9. Use CCM related objects feature.
10. Include a CIB.
11. Cancel abandoned Contract Actions.
12. Initiate the ISR.
13. Consult the ISR Matrix to determine the appropriate level of stakeholder review (i.e., CAT review etc.).
14. Facilitate updates to the ISR Matrix.
15. Process ISR via CCM.
16. Include Related Documents.
17. Provide Guidance to Internal Stakeholders.
18. Reconcile Internal Stakeholder(s) Comments.
19. Re-circulate Changes After Close of ISR.
20. Upload ISR that Takes Place Outside of CCM.
21. Abort the ISR for Abandoned Contract Actions.
22. Update CCM Properties.
23. Provide the KSCS Organization with the original electronic version of the Contract Action.

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E. Delegate

1. Ensuring that the Contract Actions that they sign, or are otherwise responsible for, meet the requirements established in this policy and BPA Policy 140-1: *Delegations of Authority to Bind the Bonneville Power Administration*.

F. Internal Stakeholders

1. Provide timely stakeholder review.

G. BPA Organizations

1. Maintain Contract Administration Procedures.
2. Provide ISR Matrices.
3. Submit requests to redact Contract Actions.
4. Ensure communications with Counterparties are consistent with BPA Policy 320-1: *Agency Communication Protocols for Power & Transmission Customers and Tribes*.
5. Maintain ASCPs and ASCTs.

H. KSCS Organization

1. Custodial Office of Record for original electronic versions of executed Contract Actions.
2. Authenticate Contract Actions in accordance with the KSCS Organization’s Internal Procedure: *Authentication*.
3. Process requests to redact Contract Actions.
4. Provides CCM user training and processes CCM system access requests.

I. KS Director

1. Maintains overall responsibility for this Policy, internal controls, rules, procedures and standards for Customer Contracts; billing, load forecasting, ASCTs, ASCPs, metering and related systems’ Standards & Procedures.
2. Determine the appropriate resolution of any conflicts that may arise during CCLM Policy implementation.

J. KS Organization

1. Administer of this Policy and oversees the development of compliance reports and resolution plans to resolve compliance issues.
2. Field questions about this Policy or BPA Procedures 482-1-1 through 482-1-4.
3. Review, revise, and monitor this Policy for compliance, and report compliance activities and audit/review findings to the Front, Middle, and Back Office, Policy and Standards Implementing Group (FOMOBO).

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4. Provides CCM user training and processes system access requests.

K. FOMOBO

1. The FOMOBO or its successor is responsible for the following:
 - a) Provide advice to the KS Director on the following: policies, internal controls, rules, procedures and standards for Customer Contracts, billing, load forecasting, metering and related systems Standards & Procedures.
 - b) Collaborate with the KS Organization to resolve compliance issues identified on CCLM Policy compliance reports.
 - c) Review new or revised ASCPs and ASCTs and communicate updates to each organization.

8. Performance & Monitoring

A. KS Organization

1. Conduct assessments of contract data to determine whether identified conduct presents a violation of the Policy and whether further action is warranted to eliminate the conduct, prevent its recurrence, and address its effects. These assessments will be shared with the Front, Middle, and Back Office or its successor.
2. Maintain records of assessments under this Policy and their outcomes in order to track patterns and systemic behaviors.

9. Authorities & References

A. Authorities

This Policy is issued under the following authority: BPA Policy 130-6: *Functional Statement for Office of the Chief Operating Officer.*

B. Policy References

1. BPA Policy 140-1: *Delegations of Authority to Bind the Bonneville Power Administration.*
2. BPA Policy 231-2: Power Transacting Risk Management.
3. BPA Policy 231-3: *Transmission Transacting Risk Management.*
4. BPA Policy 231-4: *Transmission Credit Risk Management.*
5. BPA Policy 320-1: *Agency Communication Protocols for Power & Transmission Customers and Tribes.*

C. Procedures associated with this Policy

1. BPA Procedure 482-1-1: *Drafting Contract Actions.*

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2. BPA Procedure 482-1-2: *Reviewing and Approving Contract Actions.*
3. BPA Procedure 482-1-3: *Authenticating and Executing Contract Actions.*
4. BPA Procedure 482-1-4: *Administering Contract Actions.*
5. KSCS Organization Internal Procedure: *Authentication.*

D. Additional References

1. BPA Policy 236-1: *Information Governance & Lifecycle Management.*
2. BPA Policy 236-12: *Large Aggregate Flexible Schedule and Agency File Plan.*
1. BPA Policy 236-160: *Digitizing Records from Physical Media.*
2. BPA’s Final Policy on Standards for Service (December 1999).
3. BPA’s Open Access Transmission Tariff.
4. CFR 1236.20 – 28: Subpart C – Additional Requirements for Electronic Records.
5. Desk Procedure Number 1030: *Transmission Services New Customer Application V1.*
6. OMB, Circular A-130, Revised: Management of Federal Information Resources.
7. OMB, Memorandum: Managing Government Records Directive M-12-18.
8. Power’s ROD for qualification.
9. TSES Procedure for Qualification.
10. Western Systems Power Pool Agreement.

10. Review

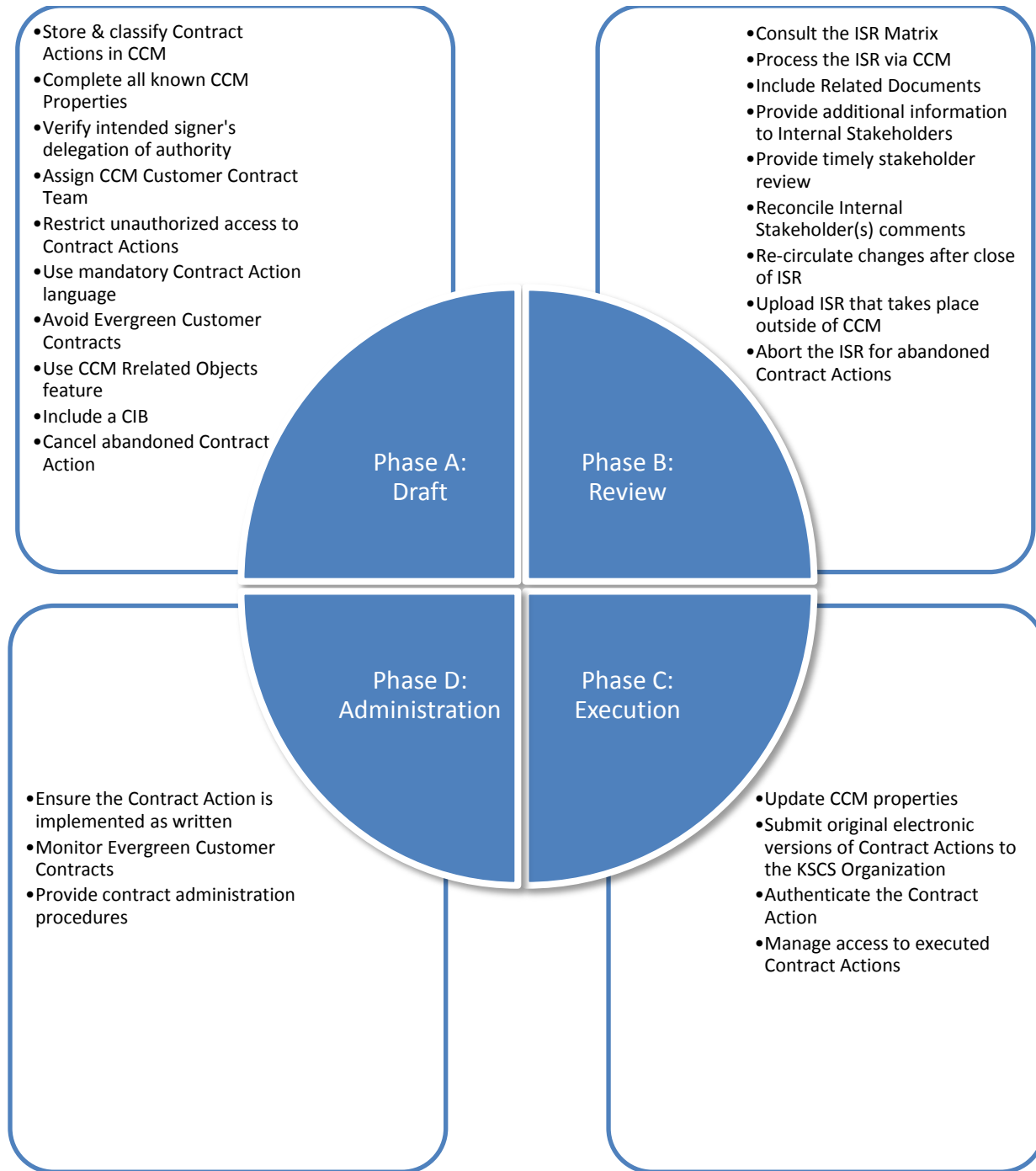
The KS Organization will review this Policy at least every five years, in collaboration with the FOMOBO or its successor. The review will assess the effectiveness of this Policy and provide an opportunity for individuals affected by the Policy to provide feedback.

11. Revision History

Version Number	Issue Date	Brief Description of Change or Review
0.1	10/01/2015	Effective
0.2	TBD	Draft

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Appendix A: Customer Contract Lifecycle Phases



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