



## Department of Energy

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

September 8, 2010

In reply refer to: DK-7

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

### **RE: BPA-2010-01497-F**

Dear Mr. Seligman

This is in response to your request for information, BPA-2010-01497-F.

#### **Request:**

1. The consulting contract and scope of work between BPA and Preston Michie (a contract lawyer), allowing him to help draft and negotiate an agreement on BPA's behalf with the Bonneville Environmental Foundation ("BEF") and/or allowing him to prepare a draft of the Record of Decision (ROD) for the BEF agreement.

#### **Response:**

There is no document or contract between BPA and Mr. Michie that is strictly for work product on BEF. We have found two contracts that involve work product done on BEF and have included them both in this response. Mr. Miche's hourly rate has been redacted under Exemption 4 as financial information that is confidential.

#### **Request:**

2. All invoices submitted by Michie (or his company) to BPA for work performed in item #1 above.

#### **Response:**

The invoices enclosed are billed against the aforementioned contracts. The hours billed that are redacted as "non-responsive" are hours spent consulting on issues other than BEF.

If you choose to appeal, it must be made within thirty (30) calendar days of receipt of a letter denying any portion of the request. The appeal should be sent to the Director, Office of Hearings and Appeals, HG-1, U.S. Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585-1615.

The written appeal, including the envelope, must clearly indicate that a Freedom of Information Act Appeal is being made. The appeal must contain all the elements required by 10 CFR 1004.8 to the extent applicable.

All fees are waived.

I appreciate the opportunity to assist you. Please contact Laura M. Atterbury, FOIA/Privacy Act Specialist at 503-230-7305 with any questions about this letter.

Sincerely,

*/s/Christina J. Munro*

Christina J. Munro

Freedom of Information Act/Privacy Act Officer

Enclosures:

Contract #12535/Invoices

Contract #40026/Invoices

CONTRACT

Mail Invoice To:

Contract : 00012535  
Release :  
Page : 1

Vendor:

PRESTON D MICHIE  
1434 NE 17TH AVE  
PORTLAND OR 97232-1416

*Preston Michie &  
Associates, LLC*

Please Direct Inquiries to:

VASIA POLIZOS  
Title: CONTRACT SPECIALIST  
Phone: (503) 230-4164  
Fax : (503) 230-4508

Attn:

Contract Title: RTO WEST CONSULTING

Total Value : \$200,000.00  
Pricing Method: TIME & MATERIALS  
Performance Period: 02/01/03 - 01/31/05

**\*\* NOT TO EXCEED \*\***  
Payment Terms: % Days Net 12

*[Signature]*  
Contractor Signature

*Preston Michie*  
Printed Name/Title

*1/23/03*  
Date Signed

*Vasia Polizo's*  
BPA Contracting Officer

*21 JAN 03*  
Date Signed

Scope of Work Attached

**Statement of Work**  
**Contract 12535**  
RTO West Consulting

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The Contractor shall provide business consulting services in connection with the planning, formation, and implementation of RTO West.

Business consulting services shall be performed at the direction of the Executive Vice President for the Transmission Business Line, the Industry Restructuring Program Manager, or other designated official.

Business consulting services shall include:

- strategic planning and thinking;
- policy advice;
- business risk assessment of policy alternatives;
- process and project planning; and
- negotiation strategy

Contractor will be a key player on BPA's RTO negotiation team. Contractor will represent BPA in negotiations with other Filing Utilities, as requested and directed by BPA.

Travel will be reimbursed within the parameters of Federal Travel Regulations, except that BPA agrees to pay actual hotel, airline, and other travel expenses where federal rates are not available to contractor.

Contractor is expected to work as necessary on RTO West matters to meet RTO West deadlines (except for absences due to illness, vacation, or other justifiable absences).

Contractor's work effort shall be accounted for in one-half hour increments in a manner that identifies date, time, activity, issue, location, and contact, if any.

BPA will supply contractor with a workstation, including a state of the art computer and related equipment at the Headquarters building for purposes of undertaking work covered by the scope of this contract. Contractor will be granted use of BPA LAN network Internet access, copying materials, fax machine, telephone, office supplies and equipment, and administrative support as needed.

Contractor shall carry a cell phone so he can be contacted during normal business hours.

Time worked under this contract will count toward fulfillment of Preston Michie's 1998 retention agreement.

Hourly Rates:    Ex 4

Please reference contract number **12535** on all invoices and send them to the following address:

Bonneville Power Administration  
**Attn: Kris Glazier KB-7**  
PO BOX 3621  
Portland, OR 97208

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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 AND OPTIONS (7-7) (SEP 98)(BPI 7.2.6)**

- (a) This is a two year contract with options to extend for additional one year periods if BPA chooses to do so.
- (b) BPA may unilaterally extend the term 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 (22-51) (SEP 98)**

The contractor shall provide all services according to the statement of work.

## UNIT 2 — CONTRACT CLAUSES

### PAYMENT AND TAXES

#### ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (SEP 98)(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 the BPA Vendor File Maintenance Team using either SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form" or BPA's "Vendor Express Enrollment Form." These EFT enrollment forms are available either from the CO (CO) or from the BPA Vendor File Maintenance Team. If you have any questions or need assistance, please call the BPA "Vendor Hot Line" at (503) 230-4004. Submit completed enrollment form to the following address:
- Bonneville Power Administration  
Attn: Vendor File Maintenance Team (EFT)-CGB-4  
PO Box 3621  
Portland, OR 97208-3621
- (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 BPA 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 CO 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 00)(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. 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, and mailing address of person to be notified in event of a defective invoice. Failure to submit a proper invoice may result in a delay in payment.
- (2) The 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, 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 Office of Management and Budget Circular A-125.
- (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).

**GENERAL CONTRACT ADMINISTRATION**

**APPLICABLE REGULATIONS (1-1)**  
**(SEP 98)(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 – CK-1, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is \$30.00. Subscriptions are not available.

**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 Limitation of Cost or Limitation of Funds 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.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)**

**(SEP 98)(BPI 23.4.1)**

- (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 data" 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 data may include, but are 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 within the meaning of 18 U.S.C. 1905 and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled nuclear information within the meaning of 42 U.S.C. 2168; energy supply data; economic forecasts; and financial data.
- (b) The contractor is responsible for protecting BPA property including sensitive unclassified data. Based on the review discussed in paragraph (d) below, the contractor shall make a determination as to an employee's eligibility or continued eligibility for access to such BPA facilities. When the contractor is an individual, BPA will conduct the screening.
  - (c) As part of its effort to protect BPA facilities and attendees of on-site child care centers, the contractor shall establish a personnel screening procedure for those employees that have access to such facilities. The personnel screening process need not be applied to contractor personnel who currently have a DOE or other government agency access authorization or security clearance.
  - (d) In instances where an individual requiring access is an employee of a subcontractor, the contractor shall be responsible for ensuring that the subcontractor has successfully screened the employee before granting the individual eligibility for access.
  - (e) The personnel screening activities listed in (1) through (6) below shall be conducted to determine an individual's eligibility or continued eligibility for access to BPA facilities. Such a determination shall not be construed as a substitute for determining whether an individual is suitable for employment. At a minimum, the personnel screening process shall include:
    - (1) Verification of employment history;
    - (2) A review of references listed on the employment application;
    - (3) Verification of employment for the last 5 years;
    - (4) Verification of education (high school or beyond) that resulted in the awarding of a degree;
    - (5) A credit check; and
    - (6) A law enforcement check in the state of residence over the past 5 years, and a fingerprint check.
  - (f) In addition to the requirements described in (e) and (h) of 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.
  - (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) Contractor approval for an individual's access shall be based upon the issues below and constitutes a determination that permitting the individual to access BPA facilities 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 issues 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.
  - (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.
- (i) The contractor's screening process shall provide that when an initial determination is made to disapprove, the individual shall be informed of the determination and the reasons therefor. The contractor shall afford the individual an opportunity to refute or rebut the information that has formed the basis for the initial determination. If the individual provides new information, the unfavorable information that formed the basis in the initial disapproval of access, as well as the new information presented by the individual, shall again be reviewed in order to render a final determination as to whether access shall be approved. The individual shall be informed of the final determination.
  - (j) The individual's employment records or personnel file shall contain a copy of the final determination and the basis for the determination. If access is approved, annual reviews of the individual's employment records or personnel file shall be conducted by the employer to assure the individual's continued eligibility for access. Annual reviews and recertification or approvals for access shall be noted in the records or file.
  - (k) The personnel screening process shall be made available, as required, to the BPA Security Officer or his designee, and Government representatives conducting contract audits or computer security program compliance reviews.
  - (l) 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.
  - (m) The substance of this clause shall be included in any subcontracts in which the subcontractor employees will have access to BPA facilities.

**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.

**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 or 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 similar to 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.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)**  
**(SEP 98)(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 1073);
  - (4) Safety and health (clauses 15-2 and 15-4);
  - (5) Visits to BPA substations, rights-of-way work sites, other electrical hazardous work sites, and non-electrical hazardous work sites; and
  - (6) Standards of conduct regarding transmission information (BPI 3.2).
- (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.

**PRIVACY ACT (5-1)**  
**(SEP 98)(BPI 5.1.2)**

- (a) The Contractor shall be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974, (5 U.S.C. 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
  - (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals.
  - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.
- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals to accomplish a BPA function, and criminal penalties may be imposed upon the employees of BPA when the violation concerns the operation of a system of records on individuals to accomplish a BPA function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor are considered to be employees of BPA.

**PROPERTY**

**BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1)**  
**(SEP 98)(BPI 19.4)**

**TERMINATION**

**TERMINATION FOR THE CONVENIENCE OF BPA (20-2)**  
**(SEP 98)(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 plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination plus 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.

**CONTRACT**

Mail Invoice To:

Contract : 00012535  
Release :  
Page : 1

Vendor:  
**PRESTON MICHIE & ASSOCIATES LLC**  
1434 NE 17TH AVE  
PORTLAND OR 97232

Please Direct Inquiries to:

**VASIA POLIZOS** TL054  
Title: **CONTRACT SPECIALIST**  
Phone: (503) 230-4164  
Fax : (503) 230-4508

Attn:

Contract Title: **RTO WEST CONSULTING**

Total Value : \$632,000.00  
Pricing Method: **TIME & MATERIALS**  
Performance Period: 02/01/03 - 01/31/05

**\*\* NOT TO EXCEED \*\***  
Payment Terms: % Days Net 12

Contractor Signature

Printed Name/Title

Date Signed

BPA Contracting Officer

Date Signed

**Contract Amendments**

Title : **ADD CLAUSES**

Amendment: 006

Amended Performance Period: -

Amendment Value:

Pricing Method :

## Contract 12535-Amendment 006

RTO Consulting Services

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This contract is hereby amended as follows:

- Adds Indemnification clause attached labeled “**Indemnification Associated with RTO West Joint Defense Agreement**”
- Adds “Contract Use of Government Vehicle” clause 19-3 to the contract terms and conditions. With the addition of this clause BPA authorizes the contractor to drive government vehicles for work conducted under this contract. If over night use is necessary please consult with BPA’s motor pool office.

**Hourly rate, statement of work and performance period remains the same.**

Please note:

The previous amendment (#5) was an internal amendment to change the vendor name.

## **Indemnification Associated with RTO West Joint Defense Agreement**

Contractor shall immediately provide written notice to Bonneville upon receipt of (i) any claim for damages or demand for injunctive relief under the RTO West Joint Defense Agreement by a Party to that agreement or (ii) any request or demand for disclosure of Attorney Work Product as defined in such agreement by any person not a Party to that agreement.

Bonneville hereby agrees to indemnify Contractor from any claims for damages that may be asserted against him by Parties to the RTO West Joint Defense Agreement with respect to breach of his obligations under Exhibit C to that agreement except for knowing and intentional violations with the intent to cause harm to the Parties' common interest as expressed therein. This indemnification shall be limited to the absolute cap on damages established in Exhibit C. Bonneville shall also pay all costs, attorneys fees, and other expenses incurred by Contractor to defend against such damage claims or demands for injunctive relief to enforce that agreement, provided that Bonneville may at any time assume any such defense and Contractor agrees to assist Bonneville in such defense at Bonneville's expense.

Bonneville shall pay all costs, attorney fees and other expenses incurred by Contractor in asserting all applicable privileges and rights to protect the confidentiality of Attorney Work Product under the RTO West Joint Defense Agreement from disclosure pursuant to any discovery request or other formal or informal process, provided that Bonneville may at any time assume the defense of any such requests or demands and Contractor agrees to assist Bonneville in the defense at Bonneville's expense

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)  
(SEP 98)(BPI 19.8.1)**

In those instances where BPA provides access to sources of Government-owned vehicles for the Contractor's use, the Contractor agrees to indemnify and save and hold harmless BPA from any and all claims and damages or other costs where BPA was not at fault.

BONNEVILLE  
POWER ADMINISTRATION

CONTRACT

Mail Invoice To:

Contract : 00012535  
Release :  
Page : 1

Vendor:

PRESTON MICHIE & ASSOCIATES LLC  
1434 NE 17TH AVE  
PORTLAND OR 97232

Please Direct Inquiries to:

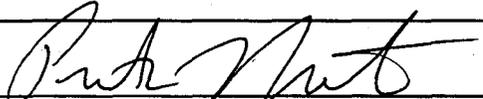
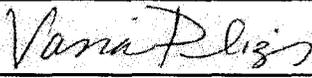
VASIA POLIZOS  
Title: CONTRACT SPECIALIST  
Phone: 503-230-4164  
Fax : 503-230-4508

Attn: PRESTON MICHIE

Contract Title: RTO WEST CONSULTING

Total Value : \$960,000.00  
Pricing Method: TIME & MATERIALS  
Performance Period: 02/01/03 - 01/31/09

**\*\* NOT TO EXCEED \*\***  
Payment Terms: % Days Net 12

 Contractor Signature	 BPA Contracting Officer
Preston Michie, President Printed Name/Title	30JAN07 Date Signed
1/30/07 Date Signed	

*This award contains the following - TEXT ATTACHED*

**SERVICE TIME AND MATERIAL**

Title : ADD FUNDS AND EXTEND PERFORMANCE PERIOD  
Amendment: 008  
Amended Performance Period: - 01/31/09  
Amendment Value: \$160,000.00  
Pricing Method :



Contract Continuation Page

Contract 00012535-Amendment 008  
Consulting Services

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This contract is hereby amended as follows:

- ❖ Adds an additional \$160,000 to the contract ceiling amount.
- ❖ The fee schedule for the duration of this contract will be as follows:

Period	Rate	Total Hours	Total Cost
02/01/07-01/31/08	Ex 4		\$158,550
02/01/08-01/31/09		TBD	TBD
Miscellaneous exp.			\$1,450

**Total With Expenses** **\$160,000**

- ❖ Extends the performance period of this contract for an additional two years, through January 31, 2009

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME**

**BONNEVILLE**  
**POWER ADMINISTRATION**

**CONTRACT**

Mail Invoice To:

See Page 2

Contract : 00040026  
Release :  
Page : 1

Vendor:

**PRESTON MICHIE & ASSOCIATES LLC**  
17900 S ANDERSON ROAD  
OREGON CITY OR 97045

Please Direct Inquiries to:

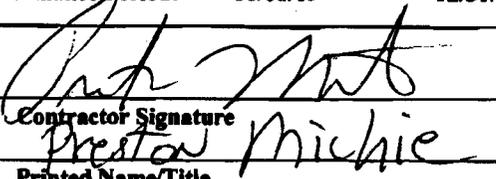
**RAY L. BYRD**  
Title: **CONTRACT SPECIALIST**  
Phone: 503-230-7558  
Fax :

Attn: **PRESTON MICHIE**

Contract Title: **CONSULTANT**

Total Value : **5280,000.00**  
Pricing Method: **TIME & MATERIALS**  
Performance Period: **01/01/09 - 12/31/10**

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

  
Contractor Signature

Printed Name/Title

12/3/08  
Date Signed

  
BPA Contracting Officer

12/5/08  
Date Signed



## COVER SHEET CONTINUATION

**Contract# 40026**

**Consulting--Preston Michie**

Contracting Officer's Technical Representative – Rod Kelley/ 503-230-7546

Contracting Officer– Ray Byrd / 503-230-7558

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 1 January 2009 --- 31 December 2010
3. The contract ceiling for the duration of this contract is \$280,000.00 (NTE)
4. Limitation on Travel costs apply. See Clause 22-50
5. Please mail invoices marked with contract number to:

**Bonneville Power Administration  
Rodereck Kelley – GR/7  
P.O. Box 3621  
Portland, OR 97208-3621**

E-mail: [rlkelley@bpa.gov](mailto:rlkelley@bpa.gov)

Phone: (503) 230-7546

# ATTACHMENT 3

## CONTRACT

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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 08)(BPI 7.2.7.1)**

(a) This is a two year contract beginning 1 January 2009 through 31 December 2010.

**SCHEDULE OF PRICES (22-51M)**  
**(OCT 08)**

The contractor shall provide Business Consulting Services for Strategy Integration in accordance with the attached statement of work. The following rates will apply:

- Hourly Rates will be Ex4 per hour beginning 1 January 2009 through 31 December 2009
- Hourly Rates will be Ex4 per hour beginning 1 January 2010 through 31 December 2010
- The contract ceiling for the duration of this contract is \$280,000.00 (NTE)

**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)

**Preston Michie**

## 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) 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.

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

(1) Travel at the most advantageous prices available with due regard to securing prompt delivery of satisfactory 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.

(d) 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.

**LIMITATION ON TRAVEL COSTS (22-50)  
(JUL 04)**

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&noc=T](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943&noc=T)

The Federal Travel Regulation may be found at:

[http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=14161&contentType=GSA\\_OVERVIEW](http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=14161&contentType=GSA_OVERVIEW)

**PAYMENT (22-12)**  
**(FEB 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 (22-7M)**  
**(SEP 08)(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.

**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.

**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.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BPA FACILITIES (23-4)**  
**(MAY 07)(BPI 23.4.1)**

- (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 data" 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 data may include, but are 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 within the meaning of 18 U.S.C. 1905 and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled nuclear information within the meaning of 42 U.S.C. 2168; 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 that 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.
  - (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 therefor. 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.

**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.

**HOMELAND SECURITY (14-17)**  
**(MAY 07)(BPI 14.18.3)**

- (a) 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 or not it can allow an intangible export of BPA's Critical and Sensitive Infrastructure Information or if a Deemed Export License is required.
- (b) 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 Critical and Sensitive Infrastructure Information. 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 503-230-5088 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:

- (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.

**CONTRACTOR COMPLIANCE WITH BPA POLICIES (3-8)**  
**(OCT 05)(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 1073);
  - (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 and Sensitive Information, Including Information Pertaining to Critical Infrastructure (BPAM 1081); 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.

**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.

**PRIVACY ACT (5-1)**  
**(OCT 93)(BPI 5.1.2)**

- (a) The Contractor shall be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974, (5 U.S.C. 552a) and applicable DOE regulations.
- (b) The Contractor agrees to:
- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals.
  - (2) Include this clause in all subcontracts awarded under this contract which require the design, development, or operation of such a system of records.

- (c) In the event of violations of the Act, a civil action may be brought against BPA if the violation concerns the design, development, or operation of a system of records on individuals to accomplish a BPA function, and criminal penalties may be imposed upon the employees of BPA when the violation concerns the operation of a system of records on individuals to accomplish a BPA function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor and any employee of the Contractor are considered to be employees of BPA.

## BONDS AND INSURANCE

### INSURANCE (16-2.1M) ALTERNATE I (OCT 08)(BPI 16.3.3)

- (a) The following minimum kinds and amounts of insurance are applicable in the performance of the work under this contract. All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (1) **Workers' compensation and employer's liability.** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 shall be required. 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) **General liability.** The contractor shall provide general liability insurance 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 insureds with respect to the contractor's performance of services. The contractor's policy shall be primary to any insurance or self-insurance programs of BPA.
- (b) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.
- (c) Before commencing work under this contract, the Contractor shall provide to the Contracting Officer certificates of insurance from the insurance company stating the insurance required has been obtained and is in force. The certificate(s) shall identify the contractor and the contract(s) for which coverage is provided, and shall contain a statement that the insurer will give notice of cancellation or any material change to the CO at least 30 days before the effective date. In addition, the contractor shall provide certificates as the policies are renewed throughout the period of the contract. If the contractor's insurance does not cover the subcontractors involved in the work, the contractor shall provide certificates stating that the required insurance has been obtained by the subcontractors.
- (d) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--
- (1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the contract;
  - (2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or
  - (3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's director, officers, managers, superintendents, or other representatives who have supervision or direction of--
    - (A) All or substantially all of the Contractor's business;

- (B) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
  - (C) A separate and complete major industrial operation in connection with the performance of this contract.
- (f) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall--
- (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
  - (2) Authorize BPA representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
  - (3) Authorize BPA representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by BPA, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with BPA representatives in any such claim or litigation.

**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**

**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.

## PROPERTY

### **BPA-FURNISHED/CONTRACTOR-ACQUIRED PROPERTY (19-1) (SEP 02)(BPI 19.4)**

- (a) The Contractor shall manage BPA-furnished, contractor-acquired property in accordance with BPI Appendix 19-A if that appendix is made a part of this contract. If Appendix 19-A is not made a part of this contract, property should be managed in accordance with ASTM Property Management Standards and/or sound industry practices.
- (b) BPA shall deliver to the Contractor, at the time and locations stated in this contract, BPA-furnished property described in the Schedule, statement of work, or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause of the contract when--
  - (1) The Contractor submits a timely written request for an equitable adjustment; and
  - (2) The facts warrant an equitable adjustment.
- (c) Title to BPA-furnished property shall remain with BPA, unless specifically identified elsewhere in this contract. The Contractor shall use BPA-furnished property, except as provided for in BPI subpart 19.3, only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industry practices and will make such records available for BPA inspection at all reasonable times.
- (d) Upon delivery of BPA-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--
  - (1) For reasonable wear and tear;
  - (2) To the extent property is consumed in the performance of this contract; or
  - (3) As otherwise provided for by the provisions of this contract.
- (e) Unless specified elsewhere in this contract, title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in BPA upon the supplier's delivery of such property to the contractor.
- (f) Title to BPA property shall not be affected by its incorporation into or attachment to any property not owned by BPA, nor shall BPA property become a fixture or lose its identity as personal property by being attached to any real property.
- (g) Upon completion of this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all property, title to which is held by BPA, which was not consumed in the performance of this contract or previously delivered to BPA. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of BPA property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to BPA as directed by the Contracting Officer.

**BPA PROPERTY FURNISHED "AS IS" (19-2)**  
**(SEP 98)(BPI 19.7.1)**

- (a) BPA makes no warranty whatsoever with respect to BPA property furnished "as is", except that the property is in the same condition when placed at the f.o.b. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation, or if not inspected by the Contractor, as when last available for inspection under the solicitation.
- (b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of BPA.
- (c) If there is any change in the condition of BPA property furnished "as is," from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the CO detailing the facts, and, as directed by the CO, either (1) return the property at BPA's expense or otherwise dispose of the property, or (2) effect repairs to return the property to its condition when inspected under the solicitation, or if not inspected, its condition when last available for inspection under the solicitation. After completion of the directed action and upon written request of the Contractor, the CO will equitably adjust any contractual provisions affected by the return, disposition or repair, in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor and BPA shall not be otherwise liable for any delivery of BPA property furnished "as is" in a condition other than that in which it was originally offered.

**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.

## **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.

### **RELEASE OF CLAIMS (21-4) (SEP 98)(BPI 21.3.12)**

After completion of work, and prior to final payment, the Contracting Officer may, at his or her option, require the Contractor to furnish a release of claims against BPA arising out of the contract, other than claims specifically excepted from the operation of the release.

### **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

### Statement of Work

#### **Background:**

The Contractor shall provide business consulting services for Strategy Integration which includes industry restructuring in connection with the planning, formation, and implementation of Regional Transmission Operator, Resource adequacy, and Greenhouse Gas Policy Analysis and Legislative Review. Business consulting services shall be performed at the direction of the Director of Strategy Integration and Transmission Services, the Strategy Integration Program Manager, or other designated official.

Business consulting services shall include:

- Strategic planning
- Policy advice
- Business risk assessment of policy alternatives
- Process and project planning
- Negotiation strategy

Contractor will be a key player on BPA's Strategy Integration Team and the Regional Transmission Operator negotiation team. Contractor will advise BPA in negotiations as directed or when requested by Director of Strategy Integration, designated BPA officials or the Strategy Integration Program Manager.

#### **Authority**

All decisions regarding the Columbia Grid project, budget, schedule and any changes will be made by the Director of Strategy Integration, the Strategy Integration Program Manager, and BPA officials. This contract is not a personal services contract. Consultants working under this contract will not be performing inherently governmental functions.

**Travel:**

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.

Reference: [http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=9646&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=9646&contentType=GSA_BASIC) and  
[http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=17943&contentType=GSA_BASIC)

**Work Product:**

Mr. Michie will be required to report on technical and legal issues pertaining to the Columbia Grid in addition to submitting written and oral reports as directed by BPA staff.

**Time and Attendance:**

Contractor is expected to work as necessary on Strategy Integration and Regional Transmission Operator matters to meet BPA's deadlines (except for absences due to illness, vacation, or other justifiable absences).

Contractor's work effort shall be accounted for in one-half hour increments in a manner that identifies date, time, activity, issue, location, and contact, and travel, if any.

BPA will supply contractor with a workstation, including a computer and related equipment at the Headquarters building for purposes of undertaking work covered by the scope of this contract. Contractor will be granted use of BPA LAN network, Internet access, copying materials, fax machine, telephone, office supplies and equipment, and administrative supplies as needed.

**Rates:**

Hourly Rates: **Ex4** per hour from 01/1/2009 through 12/31/2009

Hourly Rates: **Ex4** per hour from 01/1/2010 through 12/31/2010

## Operations Analyst 3– Policy & Strategy Outreach

Period: 01/04/2010 to 01/01/2011

RATE: Ex4

### General Requirements:

- Bachelor of Science in Computer Science, Engineering, Systems Management, Organizational Development or a related field is preferred.
- 10+ years of experience

### General Position Overview – Operations Analyst:

Formulate and apply various techniques to develop and interpret information that assists management with decision making, policy formulation, process development or other managerial functions. Frequently concentrates on collecting and analyzing data, tracking and analyzing workflow, and developing decision support documents.

### General Tasks may include but not limited to:

- Observe the current systems in operation and gather and analyze information about each of the parts of component problems, using a variety of sources.
- Analyze information obtained from management to conceptualize and define operational problems.
- Collaborate with senior managers and decision makers to identify and solve a variety of problems and to clarify management objectives.
- Break processes into their component parts and examine the relationships between them.
- Define data requirements and gather and validate information, applying judgment and any applicable tests.
- Study and analyze information about alternative courses of action to determine which plan will offer the best outcomes.
- Prepare management reports defining and evaluating problems and recommending solutions.
- Develop business methods and procedures, to implement solutions adopted by management.
- Collaborate with others in the organization to ensure successful implementation of chosen problem solutions.

### General Skill Requirements – Operations Analyst:

- Knowledge of business and management principles involved resource allocation, production methods, and coordination of people and resources.
- Identifying problems and reviewing related information to develop and evaluate options and implement solutions.
- Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Understanding the implications of new information for both current and future problem-solving and decision-making.
- Considering the relative costs and benefits of potential actions to choose the most appropriate one.
- Knowledge of and proficient skill in applying:
- Compliance standards and how policy and process interrelate;

- Configuration and change management concepts and practices;
- Process Life cycle management concepts
- Access control for both physical and cyber resources
- Cyber security patching, configuration, and risk mitigation;
- Process coordination concepts and principles
- Record management processes and best practices
- Inventory control and asset tracking concepts

**Additional Position Information:**

General Requirements

The Contract Worker will provide services as listed below for Strategy Integration which includes industry restructuring in connection with the planning, formation, and implementation of Regional Transmission Operator, Resource adequacy, and Greenhouse Gas Policy Analysis and Legislative Review.

These services will be performed at the request of the Director of Strategy Integration and Transmission Services, the Strategy Integration Program Manager, or other designated individuals.

Requested services shall include, but are not limited to:

- Strategic planning and thinking;
- Policy advice;
- Business risk assessment of policy alternatives;
- Process and project planning; and
- Negotiation strategy

Contract worker will be a key player on BPA's Strategy Integration Team and the Regional Transmission Operator negotiation team. Contract worker may represent BPA in negotiations as requested by the Director of Strategy Integration and Transmission Services, the Strategy Integration Program Manager, or other designated individuals.

Additional Specifics

Specific tasks will include:

- Review, analysis and oral and/or written documentation of said review of proposed legislation from Congress, FERC Proposed and Final Orders, State and Local legislation, and other industry development that may have an affect on the way BPA does business. Review and analysis may be requested by the Director of Strategy Integration and other individuals within Strategy Integration, or by individuals elsewhere in the Bonneville Power Administration.

Hours will be tracked by specific reviews/analysis that are requested. Reviews/analysis may include work to which he is assigned by BPA staff.

- Review, analysis and oral and/or written documentation of said review of Green House Gas developments, regulatory developments affecting resource and transmission infrastructure development, integration of intermittent resources into BPA system, resource adequacy,

Transmission Rights including transmission financial rights, transmission and resource planning and other specific matters.

- Research of technical and legal issues surrounding the specific tasks listed above.

Invoice  
5/23/2008 TO 6/5/2008

Non-responsive

**Invoice**  
6/6/2008 TO 6/19/2008

Non-responsive

Invoice  
6/20/2008 TO 7/3/2008

Non-responsive

Billing Period  
June 20, 2008

Project Billing Sheet

Preston Michie & Associates, LLC

Name/Project	Fri 6/20	Sat 6/21	Sun 6/22	Mon 6/23	Tues 6/24	Wed 6/25	Thurs 6/26	Fri 6/27	Sat 6/28	Sun 6/29	Mon 6/30	Tues 7/1	Wed 7/2	Thurs 7/3	Totals
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Non-responsive

Terry Oliver

BEF	1.50				2.00	1.00	1.00				0.25				5.75
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Non-responsive

Invoice  
7/4/2008 TO 7/17/2008

Non-responsive

Billing Period  
July 4, 2008

Project Billing Sheet

Preston Michie & Associates, LLC

Name/Project	Fri 7/4	Sat 7/5	Sun 7/6	Mon 7/7	Tues 7/8	Wed 7/9	Thurs 7/10	Fri 7/11	Sat 7/12	Sun 7/13	Mon 7/14	Tues 7/15	Wed 7/16	Thurs 7/17	Totals
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Non-responsive

Terry Oliver

BEF				2.00		1.50		0.50			0.25		0.25		
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Non-responsive

Invoice  
7/18/2008 TO 7/31/2008

Non-responsive

Billing Period  
July 18, 2008

Project Billing Sheet

Preston Michie & Associates, LLC

Name/Project	Fri 7/18	Sat 7/19	Sun 7/20	Mon 7/21	Tues 7/22	Wed 7/23	Thurs 7/24	Fri 7/25	Sat 7/26	Sun 7/27	Mon 7/28	Tues 7/29	Wed 7/30	Thurs 7/31	Totals
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Non-responsive

Terry Oliver

BEF	2.00			1.00		0.25									3.25
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Non-responsive

Invoice  
8/1/2008 TO 8/14/2008

Non-responsive

Billing Period  
August 1, 2008

Project Billing Sheet

Preston Michie & Associates, LLC

Name/Project	Fri 8/1	Sat 8/2	Sun 8/3	Mon 8/4	Tues 8/5	Wed 8/6	Thurs 8/7	Fri 8/8	Sat 8/9	Sun 8/10	Mon 8/11	Tues 8/12	Wed 8/13	Thurs 8/14	Totals
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Non-responsive

Terry Oliver

BEF							0.75	1.50			2.00	1.00	2.00	1.00	8.25
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Non-responsive

Invoice  
8/15/2008 TO 8/28/2008

Non-responsive

Billing Period  
August 15, 2008

Project Billing Sheet

Preston Michie & Associates, LLC

Name/Project	Fri 8/15	Sat 8/16	Sun 8/17	Mon 8/18	Tues 8/19	Wed 8/20	Thurs 8/21	Fri 8/22	Sat 8/23	Sun 8/24	Mon 8/25	Tues 8/26	Wed 8/27	Thurs 8/28	Totals
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Non-responsive

Terry Oliver	BEF			1.00		2.75	0.50				1.50	3.50	3.00		12.25
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Non-responsive

Invoice  
8/29/2008 TO 9/11/2008

Non-responsive

Billing Period

August 29, 2008

Name/Project

Project Billing Sheet

Preston Michie & Associates, LLC

Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals
8/29	8/30	8/31	9/1	9/2	9/3	9/4	9/5	9/6	9/7	9/8	9/9	9/10	9/11	

Non-responsive

Terry Oliver

BEF	0.25				6.00	2.00	1.50	4.50			0.50	6.25			21.00
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Non-responsive

Invoice  
9/12/2008 TO 9/25/2008

Non-responsive

Billing Period

September 12, 2008

Name/Project

Project Billing Sheet

Preston Michie & Associates, LLC

Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals
9/12	9/13	9/14	9/15	9/16	9/17	9/18	9/19	9/20	9/21	9/22	9/23	9/24	9/25	

Non-responsive

Terry Oliver

BEF				0.50	2.50	0.50						1.00	0.25	0.50	5.25
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Non-responsive

Invoice  
9/26/2008 TO 10/9/2008

Non-responsive

Billing Period                      Project Billing Sheet                      Preston Michie & Associates, LLC  
 September 26, 2008                      Fri    Sat    Sun    Mon    Tues    Wed    Thurs    Fri    Sat    Sun    Mon    Tues    Wed    Thurs  
 Name/Project                      9/26   9/27   9/28   9/29   9/30   10/1   10/2   10/3   10/4   10/5   10/6   10/7   10/8   10/9   Totals

Non-responsive

Terry Oliver															
BEF	0.50				3.00	5.00	3.75	3.00			1.00	4.00	4.00	3.00	27.25

Non-responsive

Invoice  
10/10/2008 TO 10/23/2008

Non-responsive

Billing Period

Project Billing Sheet

Preston Michie & Associates, LLC

October 10, 2008

Fri Sat Sun Mon Tues Wed Thurs Fri Sat Sun Mon Tues Wed Thurs

Name/Project

10/10 10/11 10/12 10/13 10/14 10/15 10/16 10/17 10/18 10/19 10/20 10/21 10/22 10/23 Totals

Non-responsive

Terry Oliver

BEF					1.00	0.75									1.75
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Non-responsive

Invoice  
10/24/2008 TO 11/6/2008

Non-responsive

Billing Period

October 24, 2008

Project Billing Sheet

Preston Michie & Associates, LLC

Name/Project	Fri 10/24	Sat 10/25	Sun 10/26	Mon 10/27	Tues 10/28	Wed 10/29	Thurs 10/30	Fri 10/31	Sat 11/1	Sun 11/2	Mon 11/3	Tues 11/4	Wed 11/5	Thurs 11/6	Totals
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Non-responsive

Terry Oliver

BEF	0.25			1.00											1.25
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Non-responsive

Invoice  
11/7/2008 TO 11/20/2008

Non-responsive

Billing Period Beginning  
November 8, 2008

Project Billing Sheet

Preston Michie & Associates, LLC

Name/Project

Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals
11/7	11/8	11/9	11/10	11/11	11/12	11/13	11/14	11/15	11/16	11/17	11/18	11/19	11/20	

Non-responsive

Terry Oliver

BEF			0.50			1.25				0.50	1.00			3.25
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Non-responsive

**Invoice**  
11/21/2008 TO 12/4/2008

Non-responsive

Billing Period Beginning  
November 21, 2008  
Name/Project

Project Billing Sheet

Preston Michie & Associates, LLC

Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals
11/21	11/22	11/23	11/24	11/25	11/26	11/27	11/28	11/29	11/30	12/1	12/2	12/3	12/4	

Non-responsive

Terry Oliver

BEF	1.00			1.25	2.00	3.50					0.25	1.25	4.25	1.75	15.25
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Non-responsive

**Invoice**  
12/5/2008 TO 12/18/2008

Non-responsive

Billing Period Beginning	Project Billing Sheet				Preston Michie & Associates, LLC										
December 5, 2008	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals
Name/Project	12/5	12/6	12/7	12/8	12/9	12/10	12/11	12/12	12/13	12/14	12/15	12/16	12/17	12/18	

Non-responsive

Terry Oliver															
BEF	0.75			0.25	4.00	0.50	1.50	3.00					1.50		11.50

Non-responsive

Invoice  
12/19/2008 TO 1/1/2009

Non-responsive

Billing Period Beginning	Project Billing Sheet														Preston Michie & Associates, LLC
December 19, 2008	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals
Name/Project	12/19	12/20	12/21	12/22	12/23	12/24	12/25	12/26	12/27	12/28	12/29	12/30	12/31	1/1	

Non-responsive

<b>Terry Oliver</b>	BEF										1.00	1.50	1.50		4.00
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Non-responsive

Invoice

1/2/2009

TO

1/15/2009

Non-responsive

Billing Period Beginning	Project Billing Sheet														Preston Michie & Associates, LLC													
January 2, 2009	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals													
Name/Project	1/2	1/3	1/4	1/5	1/6	1/7	1/8	1/9	1/10	1/11	1/12	1/13	1/14	1/15														

Non-responsive

Terry Oliver	BEF				0.50		0.50	2.00	2.00		1.00	3.50	5.00	2.25	1.75	18.50
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Non-responsive

**Invoice**

1/16/2009

TO

1/29/2009

Non-responsive

Billing Period Beginning	Project Billing Sheet														Preston Michie & Associates, LLC													
January 16, 2009	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals													
Name/Project	1/16	1/17	1/18	1/19	1/20	1/21	1/22	1/23	1/24	1/25	1/26	1/27	1/28	1/29														

Non-responsive

Terry Oliver																
BEF	2.00				1.00	2.25	1.50							0.25	7.00	

Non-responsive

Invoice

1/30/2009

TO

2/12/2009

Non-responsive

Billing Period Beginning	Project Billing Sheet				Preston Michie & Associates, LLC										
January 30, 2009	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals
Name/Project	1/30	1/31	2/1	2/2	2/3	2/4	2/5	2/6	2/7	2/8	2/9	2/10	2/11	2/12	

Non-responsive

Terry Oliver															
BEF	1.50			1.50	0.50						0.25	0.75	0.50	0.25	5.25

Non-responsive

Invoice

2/13/2009

TO

2/26/2009

Non-responsive

Billing Period Beginning	Project Billing Sheet								Preston Michie & Associates, LLC							
February 13, 2009	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals	
Name/Project	2/13	2/14	2/15	2/16	2/17	2/18	2/19	2/20	2/21	2/22	2/23	2/24	2/25	2/26		

Non-responsive

Terry Oliver	BEF					0.50									0.50
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Non-responsive

Invoice

2/27/2009

TO

3/12/2009

Non-responsive



Invoice  
3/13/2009 TO 3/26/2009

Non-responsive

Billing Period Beginning  
March 13, 2009

Project Billing Sheet

Preston Michie & Associates, LLC

Name/Project	Fri 3/13	Sat 3/14	Sun 3/15	Mon 3/16	Tues 3/17	Wed 3/18	Thurs 3/19	Fri 3/20	Sat 3/21	Sun 3/22	Mon 3/23	Tues 3/24	Wed 3/25	Thurs 3/26	Totals
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Non-responsive

Terry Oliver

BEF														1.00	0.75	1.75
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Non-responsive

Invoice  
3/27/2009 TO 4/9/2009

Non-responsive

Billing Period Beginning	Project Billing Sheet							Preston Michie & Associates, LLC							Totals
March 27, 2009	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals
Name/Project	3/27	3/28	3/29	3/30	3/31	4/1	4/2	4/3	4/4	4/5	4/6	4/7	4/8	4/9	

Non-responsive

Terry Oliver															
BEF							0.25	0.25							0.50

Non-responsive

Invoice

4/10/2009 TO 4/23/2009

Page 1

Non-responsive

Billing Period Beginning  
April 10, 2009

Project Billing Sheet

Preston Michie & Associates, LLC

Name/Project	Fri 4/10	Sat 4/11	Sun 4/12	Mon 4/13	Tues 4/14	Wed 4/15	Thurs 4/16	Fri 4/17	Sat 4/18	Sun 4/19	Mon 4/20	Tues 4/21	Wed 4/22	Thurs 4/23	Totals
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Non-responsive

Terry Oliver

BEF				0.75			0.25								1.00
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Non-responsive

**Invoice**

4/24/2009

TO

5/7/2009

Non-responsive

Billing Period Beginning	Project Billing Sheet								Preston Michie & Associates, LLC							
April 24, 2009	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Totals	
Name/Project	4/24	4/25	4/26	4/27	4/28	4/29	4/30	5/1	5/2	5/3	5/4	5/5	5/6	5/7		

Non-responsive

Terry Oliver															
BEF				0.25			0.50						0.25		1.00

Non-responsive