

Clause 4-1 REGULATIONS APPLICABLE TO BPA FINANCIAL ASSISTANCE. (BFAI 4.10)(Oct 94)M

The Bonneville Power Administration's financial assistance function is managed and executed solely in accordance with the Bonneville Financial Assistance Instructions (BFAI). Comments on the BFAI should be addressed to the Head of the Contracting Activity - at Bonneville Power Administration, P.O. Box 3621, Portland, OR 97208. You may obtain a copy of the BFAI at www.bpa.gov.

(End of Clause)

Clause 4-2 NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS. (BFAI 4.10)(Oct 94)

The recipient shall comply with 10 CFR Chapter II, Section 600.39 which provides that "...no person shall on the ground of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment, where the main purpose of the program or activity is to provide employment or when the delivery of program services is affected by the recipient's employment practices, in connection with any program or activity receiving Federal assistance from ..." BPA.

(End of Clause)

Clause 4-3 EXAMINATION OF RECORDS. (BFAI 4.10) (Oct 94)

(a) The recipient shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this award. The Financial Assistance Officer or a representative shall have the right of access to any books, documents, papers, or other records of recipients and subrecipients which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts.

(b) Such material shall be made available at the office of the recipient, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this award or for such longer period, if any, as is required by applicable statute. If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the 3 year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3 year period whichever is later.

(End of Clause)

Clause 4-4 REPORTING PROGRAM PERFORMANCE (BFAI 4.10)(Oct 94)

(a) Frequency. Unusual events having a negative impact on the project should be reported to the Project Technical Representative as soon as they are discovered. A progress report is due in (FAO insert specific requirements) covering the previous six months of effort. A final report on the project must be submitted no later than 90 days after completion of the project.

(b) Contents. The report should contain a comparison of the actual accomplishments to those planned for the period. If the project is not on schedule, a brief explanation of the reason is required. Unusual situations encountered which impacted the costs or effectiveness of the project should be identified and explained.

(c) Copies. Two copies of the reports required shall be submitted to the Project Technical Representative.

(End of Clause)

Clause 4-7 ENVIRONMENTAL PROTECTION. (BFAI 4.10)(Oct 94)

The recipient shall insure that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violation Facilities and that it will notify BPA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(End of Clause)

Clause 4-8 LIMITATION OF LIABILITY. (BFAI 4.10)(Oct 94)

The recipient agrees to hold BPA harmless against any direct or consequential damages claimed by the recipient or third parties arising from or related to Recipient's performance, during the period of this award.

(End of Clause)

Clause 4-9 ACKNOWLEDGMENT OF SUPPORT. (BFAI 4.10)(Oct 94)

Publication of the results of this award is encouraged. Any article or other announcement which is published shall include an acknowledgment that the research was supported, in whole or in part, by BPA (including the award number), but that such support does not constitute an endorsement by BPA of the views expressed therein.

(End of Clause)

Clause 4-10 DISPUTES. (BFAI 4.10) (Oct 94)

(a) Except as otherwise provided in this award, any unresolved dispute concerning a question of fact arising under this award shall be decided by the Financial Assistance Officer, who shall reduce that decision to writing and mail, or otherwise furnish a copy thereof to the Recipient. The decision of the Financial Assistance Officer shall be final and conclusive unless within 60 days from date of receipt of such copy, the recipient mails, or delivers a written notice of appeal to the Department of Energy Financial Assistance Appeals Board in accordance with 10 CFR Part 1024 (See Rule 1). The decision of the Department of Energy Financial Assistance Appeals Board shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the recipient shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final

decision of a dispute hereunder, the recipient shall proceed diligently with the performance of the award and in accordance with the Financial Assistance Officer's decision.

(b) This clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; provided, that nothing in this award shall be construed as making final the decision of any administrative official, representative, or board, based on a question of law.

(c) The use of alternate disputes resolution processes are encouraged, and may be used as negotiated between the parties.

(End of Clause)

Clause 4-11 TRAVEL. (BFAI 4.10)(Oct 94)

(a) Domestic travel may be an appropriate charge to this award, and prior authorization for specific trips is not required. In accordance with the applicable cost principles, reasonable, necessary, and allowable travel costs may be charged on an actual basis or per diem basis in lieu of actual costs incurred, provided the method used results in charges consistent with those normally allowed by the organization in its regular operations and travel is at less than business class common carrier fare, unless otherwise approved in advance by the Financial Assistance Officer.

(b) Foreign travel may be charged to this award without prior approval if detailed in the approved budget. If foreign travel is required, but not detailed in the approved budget, it must be approved in writing by the Financial Assistance Officer prior to beginning the travel. Foreign travel will be reimbursed on the same basis as domestic travel.

(End of Clause)

Clause 4-12 FINANCIAL ASSISTANCE OFFICER'S REPRESENTATIVE. (BFAI 4.10)(Oct 94)

The Financial Assistance Officer's Representative (FAOR) shall have all the rights, powers, and privileges of the Financial Assistance Officer necessary to the administration of the award: provided, however, that the FAOR is not empowered to execute modifications to the award, to make a final decision of any matter which would be subject to appeal, or to suspend or terminate for any cause the recipient's right to proceed.

(End of Clause)

Clause 4-13 PROJECT TECHNICAL REPRESENTATIVE. (BFAI 4.10)(Oct 94)

(a) The Project Technical Representative (PTR) is the authorized representative of the Financial Assistance Officer for technical actions performed in relation to the award. This includes the functions of (1) review of work performed; and (2) interpretation of technical program requirements.

(b) The PTR is not authorized to act for the Financial Assistance Officer in the following matters pertaining to the award: (1) modifications that change the amount of award, technical requirements

or time for performance; (2) suspension or termination of the recipient's right to proceed; and (3) final decisions on any matters subject to appeal.

(End of Clause)

Clause 4-17 SUSPENSION OR TERMINATION. (BFAI 4.10)(Oct 94)

(a) Definitions.

(1) Termination. Termination means the cancellation of BPA sponsorship, in whole or in part, at any time prior to the date of completion.

(2) Suspension. Suspension is an action by BPA that temporarily suspends BPA support under the award pending corrective action by the Recipient or pending a decision by BPA to terminate the award.

(b) Termination or suspension for cause.

(1) Notice of Suspension. Prior to issuing a suspension notice, efforts will be made by BPA and the recipient to informally resolve disagreements. If informal efforts fail, BPA may issue a notice of suspension which specifies the date on which the suspension will take effect. During the suspension, BPA may withhold further payment and prohibit the recipient from incurring additional obligations of funds pending corrective action by the recipient or a decision by BPA to terminate. BPA shall allow all necessary and proper costs that the recipient could not reasonably avoid during the period of suspension provided that they would otherwise be allowable.

(2) Notice of Termination for Cause. Prior to issuing a termination notice, efforts will be made by BPA and the recipient to informally resolve disagreements. If informal efforts fail, BPA may issue a notice of termination which will take effect as stated in the letter. The Financial Assistance Officer shall determine the severity of the violation which caused the termination for cause, and determine what costs are appropriate for reimbursement.

(c) Termination for convenience. BPA or the recipient may request that the award be terminated in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The recipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. BPA shall allow full credit to the recipient for the BPA share of the noncancellable costs, properly incurred by the recipient prior to termination.

(d) Authority to issue notices. The Financial Assistance Officer is the only person authorized to suspend or terminate the award.

(End of Clause)

Clause 4-28 INCREMENTAL FUNDING (BPI 4.10) (Oct 94)

This project is not fully funded at the time of the award. It is anticipated that further BPA funding will be provided on an incremental basis. If funds are not available for any reason, BPA shall be under no obligation to provide funding for any additional portion of the project. If BPA does not fund the balance of the effective period, the award will be terminated when the funds committed by BPA have been expended.

(End of clause)