



Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 98102

**FUNDING OPPORTUNITY ANNOUNCEMENT NO. 1530
RESIDENTIAL DEMAND RESPONSE PILOT PROJECTS**

Issue Date: February 18, 2010
Letter of Intent Due Date: March 19, 2010 at 2:30 pm Pacific Time
Application Due Date: April 19, 2010 at 2:30 pm Pacific Time

BPA invites you to submit an application for Residential Demand Response Pilot Projects under this announcement. Applications shall be submitted electronically to Rachel Kulak, Financial Assistance Officer's Representative, at rakulak@bpa.gov.

Applicants are reminded that Bonneville's financial assistance award decisions and administration are not governed by the same rules and regulations of other federal agencies. Bonneville assistance is subject to the policies and procedures outlined in the Bonneville Financial Assistance Instructions (BFAI) which may be purchased from the Head of the Contracting Activity – DGP-7, Bonneville Power Administration, PO Box 3621, Portland, OR 97208. The price of the hard copy is \$15.00, or it may be downloaded from BPA website link <http://www.bpa.gov/corporate/business/bfai/>.

If you have any questions, please contact the Financial Assistance Officer's Representative, Rachel Kulak, at 503-230-5091, FAX 503-230-4508, or email rakulak@bpa.gov.

Sincerely,

A handwritten signature in cursive script that reads "Krista L. McCracken".

Krista L. McCracken
Financial Assistance Officer

TABLE OF CONTENTS

PART I – FUNDING OPPORTUNITY DESCRIPTION	2
A. BACKGROUND	2
B. GOALS AND OBJECTIVES	2
C. PROJECT TYPES	3
D. DEFINITIONS	3
PART II – AWARD INFORMATION	5
A. TYPE OF AWARD INSTRUMENT	5
B. ESTIMATED FUNDING	5
C. ANTICIPATED NUMBER OF AWARDS AND AWARD SIZE	5
PART III – ELIGIBLE APPLICATIONS	5
A. ELIGIBLE APPLICANTS	5
B. COST SHARING	6
PART IV – APPLICATIONS AND SUBMISSION INFORMATION	6
A. SUBMISSION REQUIREMENTS	6
B. LETTER OF INTENT	6
C. CONTENT AND FORM	6
D. SUBMISSION DATES AND TIMES	7
E. FUNDING RESTRICTIONS	8
PART V – APPLICATIONS EVALUATION INFORMATION	8
A. CRITERIA	8
B. REVIEW AND SELECTION PROCESS	9
C. ANTICIPATED NOTICE OF SELECTION AND AWARD DATES	10
PART VI – FINANCIAL ASSISTANCE TERMS AND CONDITIONS	10
PART VII – QUESTIONS AND CONTACTS	19
A. QUESTIONS	19
B. CONTACT	20
C. PRE-APPLICATION TELECONFERENCE	20
APPENDIX I – PROPOSED BUDGET TEMPLATE	21
APPENDIX II – BUDGET JUSTIFICATION NARRATIVE TEMPLATE	22
APPENDIX III - REPRESENTATIONS AND CERTIFICATIONS	23

PART I – FUNDING OPPORTUNITY DESCRIPTION

A. BACKGROUND

The Bonneville Power Administration (BPA) Energy Efficiency Department is seeking applications for BPA utility Demand Response (DR) programs in the Pacific Northwest.

The BPA has, in the past, been able to meet peak capacity needs and address variations in daily electrical loads through the flexibility of its hydropower system. However, load growth, wind integration, and other operational constraints have reduced much of the flexibility of the Northwest power system. BPA's power system is not alone in this regard. The Northwest Power and Conservation Council's Sixth Power Plan encourages all Northwest utilities to begin exploring the use of DR to address an upward trend of increasing capacity constraints.

To meet the needs of individual utilities and the Northwest power system as a whole, BPA is seeking to develop DR strategies that work effectively with BPA's customer utilities and the end-use residential consumers within their service territories. The Power Plan notes that over the long-term, "the achievable technical potential for DR in the region is 1,500 to 1,700 megawatts of load reductions in the winter and summer."

BPA has supported DR pilots in the past; and now is looking to expand support for such projects, particularly those that either a) expand the base of technologies that have previously been tested elsewhere, or b) promote learning in a new area of DR. BPA envisions playing a key role in sharing learnings from pilots and other demonstrations to foster growth of this resource in the region.

BPA will help fund utility operated residential DR pilot projects that best fit the aims of this announcement. Importantly, this is a general announcement. The exact type of DR project is not pre-determined but is at the suggestion of the utility. Subsection C of this Part provides a partial list, not intended to be all inclusive, of DR types that might be considered.

The pilots offer several opportunities to participants:

- BPA funding
- A partner with BPA in the form of sharing experiences from other DR projects
- BPA support in the form of marketing and evaluation assistance, depending on project type
- An opportunity to show end-customers leadership in forward thinking programs
- The potential to better manage Tier 2 Utility (as described in the Regional Dialogue Power Sales Contracts) costs and increased BPA demand charges in BPA's Fiscal Year 2012 and into the future

B. GOALS AND OBJECTIVES

BPA wants to further learning in the Pacific Northwest around DR and catalyze the creation of a resource which can help address issues surrounding peak demand, capacity and delivery constraints and wind integration. BPA's objectives are to:

1. Catalyze DR activity in the Pacific Northwest by supporting utility pilots and demonstrations;
2. Support projects that have potential for consumer, utility and regional learning benefit;
3. Collect data from projects that include programmatic learnings (technical, marketing, implementation) and consumer recruitment, response and participation incentives;
4. Share key learnings with the broader utility community within the region;
5. Gather data to develop regional DR protocols and methods for valuation; and,
6. Gather research on cost effectiveness of differing DR programs, technologies and reasons for implementation.

C. PROJECT TYPES

Applications are being considered not within a narrowly prescribed area, but in the spirit of DR programs that utilities have interest in pursuing that also meet BPA's goals. In line with goals of furthering learning in the Pacific Northwest, the expectation is that utilities will collaborate in sharing programmatic information including marketing, installation, implementation, operation, measurement and verification and analysis of program outcomes. In addition, BPA will want to discuss the potential of calling several test events subject to prior discussion and authorization of the utility.

As noted in the background section, this is a general announcement. The exact type of DR project is not pre-determined but is at the suggestion of the utility. The announcement is not intended to fund major infrastructure investments such as Automated Metering Infrastructure (AMI). The list of DR concepts below is provided solely as examples of the range of possible project types that might be considered, but is not intended to be a complete list of possible projects.

- ON/OFF direct control of electric water heaters
- HVAC control via thermostat temperature setting change
- Lighting controls
- Grid-ready appliances
- Other Direct Load Control
- Grid Friendly™ Devices
- In-Home displays
- Customer Portals
- Dispatchable DR
- Ancillary Services DR
- Load Shifting
- Electricity or Thermal Storage
- Other Automated DR Technologies

D. DEFINITIONS

"Applicant" means an entity that files a written application for financial assistance with BPA or with a recipient, i.e., for a subaward.

"Application" means a written document from an applicant that contains details of the project or program for which they are seeking BPA's financial assistance and support.

"Automated Metering Infrastructure" includes revenue grade solid state meters and/or hardware, software and secure telecommunications pathways to allow the electronic storage of meter readings at utility central server.

"Award" means the written instrument executed by a BPA Financial Assistance Officer (FAO) after an application is approved, which contains the terms and conditions for providing financial assistance to the recipient. "Award" can refer to any of the specific instruments referred to in the BFAI. An award authorizes funds for a specific project.

"BFAI" means Bonneville Financial Assistance Instructions.

"BPA Power Customer" means a public power customer that purchases Priority Firm power from BPA.

"BPI" means the Bonneville Purchasing Instructions.

"Contract" means a legal instrument reflecting an agreement between BPA and a contractor whenever the principal purpose of the instrument is the acquisition by purchase or lease of goods or services for the direct use or benefit of BPA.

"Cooperative agreement" means a legal instrument reflecting a relationship between BPA and a State or local government or other recipient whenever:

(1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State, local government, tribe or other recipient to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of BPA; and,

(2) substantial involvement is anticipated between BPA and the State, local government, tribe or other recipient during performance of the activity. (31 U.S.C. 6305)

"Field Representative" or "FR" means the individual who has been delegated responsibility by the Financial Assistance Official (FAO) for inspecting the project for compliance with plans and specifications. The field representative is not authorized to make changes to the award, direct the recipient to take specific actions, issue stop or resume work orders. Field representatives work under the direct supervision of the FAO and Project Technical Representative (PTR).

"Financial assistance" means any form of assistance instrument where the principal purpose of the relationship is the transfer of money, property, services or anything of value to a recipient in order to accomplish a public purpose of support or stimulation authorized by Federal statute rather than of acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of BPA. Specific types of financial assistance instruments include, but are not limited to, grants, cooperative agreements, and loans.

"Financial Assistance Officer" (FAO) means a BPA employee who possesses the delegated authority to obligate BPA funds through the use of financial assistance instruments.

"Financial Assistance Officer's Representative" or "FAOR" means the individual designated by the FAO to perform administrative work connected with the award.

"Financial Status Report" (FSR) means a periodic report regularly provided to the FAO or PTR to enable supervision of the recipient's project implementation and success.

"Government" means a State or local government or a federally-recognized Indian Tribal Government.

"Grant" means a legal instrument reflecting a relationship between BPA and a State or local government or other recipient whenever:

(1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State, local government, tribe or other recipient in order to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of BPA; and,

(2) no substantial involvement is anticipated between BPA and the State, local government, tribe or other recipient during performance of the contemplated activity. (31 U.S.C. 6304.)

"Grantee". See Recipient.

"Local government" means a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of government (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.

"Negotiation" means the process through which BPA and the applicant establish mutual agreement as to project purpose, definition, timing, BPA's role in the project, and the resources appropriate to support and carry out the project.

"Pacific Northwest" means (1) the region consisting of the States of Oregon and Washington, the State of Montana west of the Continental Divide, and such portions of the States of Nevada, Utah, and Wyoming within the Columbia drainage basin and of the State of Idaho as the Secretary may determine to be within the marketing area of the Federal Columbia River power system, and (2) any contiguous areas, not in excess of seventy-five airline miles from said region, which are a part of the service area of a rural electric cooperative served by the Administrator on Dec. 5, 1980 which has a distribution system from which it serves both within and without said region.

"Participant" means a non-Federal party which receives financial assistance by means of a cooperative agreement. At BPA the term "recipient" is used in lieu of "participant."

"Principal Investigator" means a person designated by the recipient in the award document as necessary to understand the goals of the project, direct and manage the project, and whose participation is required for successful completion of the project.

"Program Office" means the office that determines major program goals and policies, and allocates funds, personnel, and other resources among the programs for which it is responsible, and determines other major facets of the financial assistance effort.

"Project Technical Representative" or "PTR" means the individual designated by the FAO to perform technical award administration activities on behalf of the FAO within limits specified by the FAO.

"Recipient" means the organization that receives a financial assistance award from BPA and is financially accountable for the use of any BPA funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

"State" means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments.

PART II – AWARD INFORMATION

A. TYPE OF AWARD INSTRUMENT

BPA anticipates awarding cooperative agreements under this announcement.

B. ESTIMATED FUNDING

Approximately \$1,500,000 is available for new awards under this announcement.

C. ANTICIPATED NUMBER OF AWARDS AND AWARD SIZE

BPA estimates three to four awards resulting from this announcement with award size ranging potentially from \$100,000 to \$500,000.

PART III – ELIGIBLE APPLICATIONS

A. ELIGIBLE APPLICANTS

Eligibility under this Funding Opportunity Announcement is limited to BPA's Power Customers as defined in the "Definitions" subsection of Part I of this announcement. Eligible applicants may submit more than one application under this announcement.

B. COST SHARING

There is no minimum cost sharing requirement, however applicants are expected to fully fund direct labor costs, fringe benefits, and indirect costs.

PART IV – APPLICATIONS AND SUBMISSION INFORMATION

A. SUBMISSION REQUIREMENTS

The Letter of Intent and Application must be submitted electronically to Rachel Kulak at rakulak@bpa.gov.

B. LETTER OF INTENT

A Letter of Intent is required. Applicants must submit a Letter of Intent to apply under this announcement no later than March 19, 2010. There is no prescribed format for this requirement.

C. CONTENT AND FORM

The written application should address the following elements and be no more than 15 pages in length, excluding attachments relating to budget and resumes. The application should be submitted along with the Certifications and Representations form provided in Appendix III.

1. General Project Description. Provide a general overview of the proposed pilot and its scale. The summary should include:
 - a. General description of the project
 - b. Rationale for the project
 - c. Goals and objectives. Describe what is hoped to be learned (hypotheses).
 - d. Consumer Impact. Identify how a consumer will be impacted and/or interact with the technology.
 - e. Recruitment. Identify how consumers will be identified, selected, and incented (if applicable) to participate in the program.
 - f. Persistence of Assets. Describe if project assets will be used after study period, and how the pilot might fit into longer term plans.
2. Type of technology proposed. BPA seeks to know what kind of technology the proposed program will be using. Please provide details about the proposed technology, such as core capabilities of the technology, manufacturer (if known), size, etc. Depending on the project type, these technologies might include autonomous control, two-way communication AMI, programmable controllable thermostats, metering and the various telemetry being used. Please also include a description of the communication system being used and its capabilities.
3. Expected megawatt or kilowatt impact. Please specify the known or expected aggregate megawatt or kilowatt impact the DR resource will deliver with the test, and the potential if the pilot were expanded later on a broader scale (with more customers). Please supply the known or expected kilowatt impact per unit enrolled in the program and the expected number of units.
4. Readiness. Identify what steps will need to be taken in order to initiate the pilot, e.g. are core technologies in place, is management/board commitment in place, are internal resources available?

5. Tasks. Proposals should identify the specific steps or activities to be accomplished under the proposed pilot and be described in sufficient detail. Tasks should be identified by project phase, and any go/no-go decision points should be identified.
6. Project Timeline. Proposals should include a high-level timeline from start-to-finish including all test periods. The timeline should be broken out into key pilot phases such as:
 - a. Planning and design
 - b. Marketing, customer recruiting and outreach activity
 - c. Installation
 - d. Tests/operation
 - e. Evaluation of Results
7. Measurement and Verification. Address how the project will be evaluated for success and what data you will need to collect, recognizing that the DR event will result in a change in power (kW) used. As a part of this, please thoroughly explain baseline methodology. The baseline will be what the load would have been for that specific period of time in the absence of a DR event, knowing that the baseline is a hypothetical number that must be estimated. This section should address how the reduced kW will be calculated.

If known, please address in what format test data will be available, and whether there is the capability to cleanse data such that the identity of the end-customer's privacy is protected when results are shared with BPA.

8. Deliverables. Identify proposed deliverables and due dates including, but not limited to, the following:
 - a. A refined workplan within a specified period after award;
 - b. Regular status reports;
 - c. Description of proposed test events with the pilot; and,
 - d. Relevant data and reporting results for evaluation purposes.

Due dates should be expressed in terms of the number of days after award, e.g., 60 days after award.

9. Challenges. Address the primary expected challenges in designing and conducting the proposed project.
10. Key Personnel. Provide the names, background and roles of key personnel (or vendors) involved in executing this project, and note relevant experience these individuals bring to the proposed project. Please identify if vendors will be used/have been selected, and if a specific vendor is anticipated to be used, explain the nature of the services. Relevant resumes, restricted to one page each, should be provided as an attachment to the application. The attached resumes do not count towards the page limitation.
11. Budget. Provide a proposed budget for the program, and address any cost sharing that may be provided (cash or in-kind). The budget should include a breakdown across cost categories – personnel, equipment, contracted services, marketing, and other specified costs – being mindful of the costs associated across all phases of a project, e.g., marketing and outreach, design, installation, test, and evaluation. The budget must be accompanied by a budget justification narrative. The budget and budget justification narrative should be provided as separate attachments and will not count towards the page limitation. See provided templates in Appendices I and II.

D. SUBMISSION DATES AND TIMES

1. Letter of Intent Due Date

- The Letter of Intent is due by March 19, 2010, not later than 2:30 pm Pacific Time.

2. Application Due Date

- The Application is due by April 19, 2010, not later than 2:30 pm Pacific Time.

E. FUNDING RESTRICTIONS

Cost Principles. Costs for educational institutions, nonprofit organizations and state, local and Indian tribal governments must be allowable in accordance with the applicable Federal cost principles. The cost principles for commercial organization are in located in the Bonneville Purchasing Instructions (BPI), Appendix 13A, Contract Cost Principles for Commercial Organizations. The BPI is located at <http://www.bpa.gov/corporate/business/bpi/>.

Pre-Award Costs. BPA does not intend to authorize pre-award costs.

PART V – APPLICATIONS EVALUATION INFORMATION

A. CRITERIA

1. Initial Evaluation Criteria

Prior to a comprehensive evaluation, BPA will perform an initial review to determine that (1) the Applicant is eligible for an award; (2) the information required by the announcement has been submitted; (3) all mandatory requirements are satisfied; and (4) the proposed project is responsive to the objectives of the funding opportunity announcement.

2. Comprehensive Evaluation Criteria

a. Technical

i. Project Approach

Comprehensiveness and completeness of the proposed pilot in addressing key elements as described in the Subsection C, Content and Form, of Part IV of this announcement. This includes the general project description (goals, rationale, customer recruitment, and so forth), type of technology, and plan for measurement and verification of the achieved changes in load.

Degree to which the proposed approach meets the goals and objectives of the announcement as defined in subsection B of Part I of this announcement.

ii. Project Viability and Readiness

The degree to which the proposed pilot has anticipated and addressed challenges, e.g. viability of technologies (including communication pathways), consumer recruitment, proposed consumer impacts, etc.

The degree to which the proposing utility is ready to begin the pilot, e.g. expressed senior management/board support and foundational technologies being in place.

iii. Scalability of the Proposed Project

If successful, can the project be broadened to more consumers within the utility?

If successful, can the same concept be adopted by other utilities?

How will the proposed project further regional learning around DR?

iv. Project Team

The relevant experience of the proposed project team, particularly in regards to project management, installation of technology, marketing and measurement & verification.

Qualifications of the proposed individual team members as described in the proposal and attached resumes.

b. Non-Technical

i. Budget Plan and Cost Share

Appropriateness of budget with regard to the proposed scale of the project.

The amount or percentage of cost-share offered by the applicant.

3. Other Selection Factors

BPA may consider the following program policy factors in the selection process:

It may be desirable to select for award a group of projects which represents a diversity of technical approaches and methods;

It may be desirable to support complementary and/or duplicative efforts or projects, which, when taken together, will best achieve the pilot's goals and objectives;

It may be desirable to select different kinds and sizes of organizations in order to provide a balanced programmatic effort and a variety of different technical perspectives;

It may be desirable, because of the nature of the type of projects envisioned, to select a group of projects with a broad or specific geographic distribution;

It may be desirable to select project(s) of less technical merit than other project(s) if such a selection will optimize use of available funds by allowing more projects to be supported and not be detrimental to the overall objectives of the program; and

It may be desirable to select project(s) of less technical merit than other project(s) if such a selection is likely to present a significantly lower level of risk for successful execution due to the higher proposed level of cost share.

B. REVIEW AND SELECTION PROCESS

1. Comprehensive evaluation

Applications that pass the initial evaluation will be subjected to a comprehensive review based on the evaluation criteria identified in this announcement.

2. Selection

The Financial Assistance Officer will consider the comprehensive evaluation recommendation and the amount of funds available for award.

3. Discussions and Award

The Financial Assistance Officer may enter into discussions with a selected Applicant for any reason deemed necessary, including but not limited to: (1) the budget is not appropriate or reasonable for the requirement; (2) only a portion of the application is selected for award; (3) the BPA needs additional information to determine the recipient's financial management capabilities; and/or (4) special terms and conditions are required. Failure to resolve satisfactorily the issues identified by the Government will preclude award to the Applicant.

A financial assistance award is made at the sole discretion of BPA, and is not subject to appeal or review.

C. ANTICIPATED NOTICE OF SELECTION AND AWARD DATES

BPA anticipates notifying Applicants selected for award by mid-May 2010 and making awards beginning in May and June 2010.

PART VI – FINANCIAL ASSISTANCE TERMS AND CONDITIONS

The following terms and conditions are standard with Bonneville Power Administration financial assistance awards. Any concerns with the terms and conditions must be clearly identified in the cover letter submitted with the application.

CLAUSE 4-1 REGULATIONS APPLICABLE TO BPA FINANCIAL ASSISTANCE (BFAI 4.10) (SEP 04)

The Bonneville Power Administration's financial assistance function is managed and executed solely in accordance with the Bonneville Financial Assistance Instructions (BFAI). The BFAI is available without charge on the Internet at <http://www/bpa.gov>. Copies of the BFAI may be obtained for \$15.00 each. Requests and comments should be sent to Head of the Contracting Activity - GK, Bonneville Power Administration, P.O. Box 3621, Portland, OR 97208. Subscriptions are not available.

CLAUSE 4-2 NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS (BFAI 4.10) (SEP 04)

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.

CLAUSE 4-3 EXAMINATION OF RECORDS (BFAI 4.10) (SEP 04)

- (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.

**CLAUSE 4-4 REPORTING PROGRAM PERFORMANCE
(BFAI 4.10M)(FEB 10)**

- (a) Frequency. Unusual events having a negative impact on the project should be reported to the Project Technical Representative (PTR) 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.

**CLAUSE 4-6 REIMBURSEMENT PAYMENT AND FINANCIAL REPORTING REQUIREMENTS
(BFAI 4.10)(SEP 04)**

- (a) Payment for services performed under this award will be reimbursed by Vendor Express payment after performance of the services. Recipient requests for reimbursements, and recipient financial reporting requirements shall be made as follows:
 - (1) Reimbursements. Standard Form 270e, Request for Advance and Reimbursement, shall be used when requesting reimbursement for costs incurred on the project. Requests should not be made more frequently than monthly. An original and two copies should be submitted to the Project Technical Representative (PTR).
 - (2) Interim cost reports. Interim cost reports on SF-269a, Financial Status Report (short Form), shall be submitted to the Project Technical Representative (PTR) quarterly, within 30 days after the end of the reporting period.
 - (3) Final Cost Report. The final cost report shall be submitted to the PTR within 90 days after the end of the effective period. It shall be submitted in the same format as the budget as awarded. The final cost report shall compare the amounts allocated in the award budget to the amounts expended for each budget element.

**CLAUSE 4-7 ENVIRONMENTAL PROTECTION
(BFAI 4.10)(SEP 04)**

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.

**CLAUSE 4-8 LIMITATION OF LIABILITY
(BFAI 4.10)(SEP 04)**

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.

**CLAUSE 4-9 ACKNOWLEDGMENT OF SUPPORT
(BFAI 4.10)(SEP 04)**

Publication of the results of this award is encouraged. The recipient shall include in any article or other announcement that is published 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.

**CLAUSE 4-10 DISPUTES
(BFAI 4.10) (SEP 04)**

- (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 (FAO), 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. The FAO's decision may be appealed to the BPA HCA. The decision of the BPA HCA shall be final and conclusive.
- (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.

**CLAUSE 4-11 TRAVEL
(BFAI 4.10)(SEP 04)**

- (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.

**CLAUSE 4-12 FINANCIAL ASSISTANCE OFFICER'S REPRESENTATIVE
(BFAI 4.10)(SEP 04)**

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.

**CLAUSE 4-13 PROJECT TECHNICAL REPRESENTATIVE
(BFAI 4.10)(SEP 04)**

- (a) The Project Technical Representative (PTR) is the authorized representative of the Financial Assistance Officer (FAO) 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 FAO in the following matters: (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.

**CLAUSE 4-14 FIELD REPRESENTATIVE
(BFAI 4.10)(SEP 04)**

- (a) A Field Representative (FR) may be appointed by Financial Assistance Officer (FAO) or the Project Technical Representative (PTR) and is authorized by the PTR for reviewing project accomplishments and recipient's technical reports, and interpretation of award requirements.
- (b) The Field Representative (FR) is not authorized to act in the following matters: (1) modifications that change the award amount or general direction of the project; (2) suspension or termination of the recipient's right to proceed; (3) approval of financial requests and reports, and (4) final decisions on any matters subject to appeal.

**CLAUSE 4-15 COST REIMBURSEMENT BASIS
(BFAI 4.10)(SEP 04)**

This award is funded on a cost reimbursement basis without fee or profit, not to exceed the amount awarded as indicated on the face page and is subject to a refund of unexpended funds to BPA.

**CLAUSE 4-16 BPA-FURNISHED EQUIPMENT OR MATERIAL
(BFAI 4.10)(SEP 04)**

- (a) The recipient hereby releases and agrees to hold BPA, or persons acting upon behalf of the BPA harmless for any and all liability of every kind and nature whatsoever resulting from the receipt, shipping, installation, operation, handling, condition, use and maintenance of the material furnished by BPA under this award.
- (b) Neither BPA nor persons acting on behalf of BPA make any warranty or other representation, express or implied, that the material provided under this award will accomplish the results for which it is requested or intended.

**CLAUSE 4-17 SUSPENSION OR TERMINATION
(BFAI 4.10)(SEP 04)**

- (a) Definitions.
- (1) "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.
- (2) "Termination" means the cancellation of BPA sponsorship, in whole or in part, at any time prior to the date of completion.
- (b) Suspension or Termination 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 that 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 that will take effect as stated in the letter. The Financial Assistance Officer shall determine the severity of the violation that 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.

**CLAUSE 4-18 CHANGE OR ABSENCE OF THE PRINCIPAL INVESTIGATOR OR DESIGNATED KEY PERSONNEL
(BFAI 4.10)(SEP 04)**

Since BPA funding of this project is based, to a significant extent, on the qualifications and level of participation of the Principal Investigator(s), or key personnel, a change of Principal Investigator(s), or key personnel, or their level of effort is considered a change in the approved project. The approval of BPA must be obtained prior to any change of the Principal Investigator or key personnel who have been identified as key personnel. In addition, any continuous absence of the Principal Investigator or key personnel in excess of 3 months, or plans for the Principal Investigator or key personnel to become substantially less involved in the project than was indicated in the approved application requires BPA prior approval. The recipient must contact the Financial Assistance Officer (FAO) immediately upon becoming aware that any of these changes are likely and must receive FAO approval before effecting any such change.

**CLAUSE 4-19 PAPERWORK REDUCTION
(BFAI 4.10)(SEP 04)**

(a) This award is subject to the requirements of the Paperwork Reduction Act of 1996 as implemented by the Office of Management and Budget rules, "Controlling Paperwork Burdens on the Public," published at 5 CFR 1320 (47 FR 13666, 3-31-43) if the recipient will collect information from ten or more respondents either:

(1) At the specific request of BPA, or

(2) If the award requires specific BPA approval of the information collection or the collection procedures.

(b) A statement outlining proposed information collection under (a) above shall be submitted by the recipient to the Financial Assistance Officer named on the face page of this award at least 90 days prior to the intended date of information collection. BPA will seek the requisite approval from the Office of Management and Budget and will promptly notify the recipient of the disposition of the request.

**CLAUSE 4-20 NOTIFICATION TO OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS
(BFAI 4.10)(SEP 04)**

The recipient is required by Title 41 of the Code of Federal Regulations, Chapter 60, Part 4, to notify the Office of Federal Contract Compliance Programs of any construction contract awarded under this financial assistance award. The proper OFCCP office to be notified can be determined by calling the Seattle Regional Office at (206) 398-8000.

**CLAUSE 4-21 REQUIREMENT FOR AUDIT
(BFAI 4.10)(SEP 04)**

The recipient is required to obtain an audit in accordance with OMB Circular A-133.

**CLAUSE 4-23 PERSONAL PROPERTY MANAGEMENT
(BFAI 4.10) (SEP 04)**

- (a) This clause provides guidance for the utilization and disposition of personal property furnished by BPA or acquired in whole or in part with BPA funds, or whose cost was charged to a project supported by BPA funds. Also see BPI Clause 19-1.
- (b) BPA-owned personal property.
- (1) The following BPA property will be provided for use in this award:
- None*
- (2) Title remains vested in BPA. The recipient shall submit an annual reconciled physical inventory listing by October 1 of each year of such property in its custody to the PTR.
- (3) Upon completion of the award, or when the property is no longer needed, the recipient shall provide an inventory of the property to BPA and request disposition instructions.
- (c) Recipient-acquired personal property.
- (1) When the recipient acquires personal property using BPA funds, in whole or in part, title vests with the recipient.
- (2) BPA will request the recipient to transfer title to the following property at the end of the project:
- None*
- (3) BPA reserves the right to transfer title to the property listed below to itself or a third party at the completion of the project.
- None*
- (4) If BPA does not provide disposition instructions for property identified in (b)(3) within 120 days of the end of the project, BPA relinquishes the right to transfer title and the recipient may retain the property, or dispose of it as appropriate.
- (5) BPA does not reserve the right to transfer title to the following personal property. The recipient may retain, use or dispose of this property.
- None*
- (6) The recipient shall submit a reconciled physical inventory listing by October 1 every second year of the award of personal property in its control.
- (d) Property Management Standards for property which BPA will, or reserves the right to, require the transfer of title at the conclusion of the award:

- (1) Property records shall be maintained which include a description of the property, source of property, including award number, acquisition date, location, use and condition of the property and the date the information was reported, unit acquisition cost, ultimate disposition of property, and date of disposition.
- (2) The recipient shall maintain a system to insure adequate safeguards to prevent loss, damage, or theft of the property.
- (3) The recipient shall follow adequate maintenance procedures to keep the property in good condition.

**CLAUSE 4-26 BUDGET CHANGES AND LINE ITEM TRANSFERS
(BPI 4.10) (SEP 04)**

If unanticipated project needs arise, the recipient is authorized to make budget line item transfers not exceeding ten per cent of the total approved budget (or Financial Assistance Officer (FAO) may change this to "current year's budget" as appropriate to the transaction). Reallocation of funds exceeding this amount must have the prior written approval of the FAO. The recipient shall send a written request for such budget changes to the FAO through the Project Technical Representative. The FAO will respond to the request within 30 days.

Recipients or subrecipients shall obtain prior approval whenever any of the following changes are anticipated:

- (a) Changes in the scope or the objective of the project or program that will require a budget revision.
- (b) The need for additional funding.

**CLAUSE 3-3 CERTIFICATION, DISCLOSURE, AND LIMITATION REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(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.

**CLAUSE 3-6 DRUG-FREE WORKPLACE
(SEP 98)(BPI 3.6.4)**

- (a) The contractor agrees that with respect to all employees to be employed under this contract it will provide a drug-free workplace as described in this clause.
- (b) Definitions. As used in this clause "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812), as from time to time amended, and as further defined in regulation at 21 CFR 1308.11-1308.15, as amended.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employees who have other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (c) The Contractor, if other than an individual, shall -- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an on-going drug-free awareness program to inform such employees about--
 - (A) The dangers of drug abuse in the workplace;
 - (B) The contractor's policy of maintaining a drug-free workplace;
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (D) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (c)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (c)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (c)(4)(B) of this clause, from an employee, or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subparagraph (c)(4)(B) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (A) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (B) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (c)(1) through (c)(6) of this clause.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (c) of this clause may, pursuant to BPI 3.6.3 render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

PART VII – QUESTIONS AND CONTACTS

A. QUESTIONS

Questions regarding this announcement must be submitted electronically to the contact identified below no later than March 4, 2010. BPA will respond to questions at the pre-application teleconference. A summary of the question and answers will be provided to all interested applicants within one week of the teleconference.

B. CONTACT

Name: Rachel Kulak
Email: rakulak@bpa.gov
Telephone: 503-230-5091
Fax: 503-230-4508

C. PRE-APPLICATION TELECONFERENCE

A pre-application teleconference will be conducted on March 10, 2010 at 12:00 pm. Applicants are encouraged to participate in this teleconference, as questions will be answered. Participants may access the teleconference by phoning 877-336-1839, access code 2305557.

APPENDIX I – PROPOSED BUDGET TEMPLATE

There is no prescribed format for submitting the application budget; however, the following categories and columns are required as a minimum. Please consider costs incurred across the envisioned stages of the proposed pilot, e.g. design, marketing/recruitment, training, installation, test, on-going project management, data collection, and support. It may be necessary to add additional cost categories. In the column titled proposed "BPA Cost Share (%)," please indicate the percentage of the total costs you propose BPA to fund. The Proposed BPA Costs column should be a factor of Total Project Costs (\$) and the Proposed BPA Cost Share (%). It is BPA's expectation that applicant's personnel costs (A), fringe benefits (B), and indirect costs (H) will be fully absorbed by the applicant. Please use the accompanying Budget Justification Narrative Template to provide supporting information on each budget category, and how the budget was calculated.

Cost Category	Total Project Costs (\$)	Proposed BPA Cost Share (%)	Proposed BPA Costs (\$)
A. Personnel			
B. Fringe Benefits			
C. Travel			
D. Equipment			
E. Supplies (non-durable goods)			
F. Contractual Services			
G. Other Direct Costs (permits as applicable, marketing materials, and other direct costs not noted elsewhere)			
Total Direct Costs			
H. Indirect Costs (e.g. administrative costs/overhead)			
Total Indirect Costs			
Total Costs			

APPENDIX II – BUDGET JUSTIFICATION NARRATIVE TEMPLATE

Provide information that supports the high level budget numbers by cost category, e.g., key line items in each cost category. For example, under “Equipment,” identify types of equipment, number of units, and cost per unit. Under contracted services, identify type of service and vendor if known. The narrative should address any relevant information and assumptions used in developing the proposed budget.

A. Personnel

<content here>

B. Fringe Benefits

<content here>

C. Travel

<content here>

D. Equipment

<content here>

E. Supplies

<content here>

F. Contractual Services

<content here>

G. Other Direct Costs

<content here>

H. Indirect Costs

<content here>

APPENDIX III - REPRESENTATIONS AND CERTIFICATIONS

TABLE OF CONTENTS

TAXPAYER IDENTIFICATION NUMBER (4-1)	23
TYPE OF BUSINESS ORGANIZATION (11-1)	23
PREFERENCE AWARD REPRESENTATION (8-1)	24
DRUG-FREE WORKPLACE (3-6)	24

TAXPAYER IDENTIFICATION NUMBER (4-1)
(DEC 98)(BPI 4.1.2.1)

NOTE:

- (1) Taxpayer Identification Number (TIN) reporting does not apply to a Federal agency, a foreign government or a foreign business not engaged in business or trade or without an agent capable of receiving payment within the United States.
- (2) The TIN for BPA is 93-0334712.

All offerors, other than noted above, are required to submit its Taxpayer Identification Number requested below in order to comply with the Department of Treasury payment processing requirements of 31 U.S.C. 3332 and 7701, and the reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service. If the resulting contract is subject to those requirements, the failure or refusal by the offeror to furnish the information may result in a suspension of payment and a thirty-one (31) percent reduction of payments otherwise due under the contract.

Taxpayer Identification Number _____.

TYPE OF BUSINESS ORGANIZATION (11-1)
(SEP 02)(BPI 11.10.2.1)

The offeror, by checking the applicable box, represents that-

- (a) It operates as / / a corporation incorporated under the laws of the State of _____, / / an individual, / / a partnership, / / a nonprofit organization, or / / a joint venture; or
- (b) It is a / / local, / / state, / / federally recognized Indian tribe, or / / other governmental entity, (*describe* _____); or
- (c) If the offeror is a foreign entity, it operates as / / an individual, / / a partnership, / / a nonprofit organization, / / a joint venture, or / / a corporation, registered for business in _____ (country) and / / does / / does not have an office or fiscal paying agent in the United States; or
- (d) It is / / a type of business organization not otherwise listed above (*describe* _____).

PREFERENCE AWARD REPRESENTATION (8-1)
(SEP 98)(BPI 8.1.3)

(a) The offeror represents that:

- (1) it is / , is not / a small business concern and that, if supplies/equipment are offered, all / , not all / end items to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, or Puerto Rico, or the Trust Territory of the Pacific Islands.
- (2) it is / , is not / a small disadvantaged business concern.
- (3) it is / , is not / a women-owned small business concern.

(b) Definitions.

- (1) Small Business Concern. The North American Industry Classification System (NAICS) code for this announcement is 221122. A firm is small if, including its affiliates, it is primarily engaged in the generation, transmission, and/or distribution of electric energy for sale and its total electric output for the preceding fiscal year did not exceed 4 million megawatt hours.
- (2) Small Disadvantaged Business Concern: See BPI Appendix 8-A for a detailed definition.

DRUG-FREE WORKPLACE (3-6)
(SEP 98)(BPI 3.6.4)

(a) The contractor agrees that with respect to all employees to be employed under this contract it will provide a drug-free workplace as described in this clause.

(b) Definitions. As used in this clause "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812), as from time to time amended, and as further defined in regulation at 21 CFR 1308.11-1308.15, as amended.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employees who have other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(c) The Contractor, if other than an individual, shall -- within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an on-going drug-free awareness program to inform such employees about--
 - (A) The dangers of drug abuse in the workplace;
 - (B) The contractor's policy of maintaining a drug-free workplace;
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (D) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (c)(1) of this clause;
 - (4) Notify such employees in writing in the statement required by subparagraph (c)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (5) Notify the Contracting Officer in writing within ten (10) days after receiving notice under subdivision (c)(4)(B) of this clause, from an employee, or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subparagraph (c)(4)(B) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (A) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (B) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (c)(1) through (c)(6) of this clause.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (c) of this clause may, pursuant to BPI 3.6.3 render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.