



Department of Energy

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

FREEDOM OF INFORMATION ACT PROGRAM

April 24, 2020

In reply refer to: FOIA #BPA-2020-00648-F

Nicole N. Knudsen
SEIU Local 49
3536 SE 26th Avenue
Portland, OR 97202
Email: nicolek@seiu49.org

Dear Ms. Knudsen,

This communication is the Bonneville Power Administration's (BPA) final response to your request for records submitted under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your records request was received on March 31, 2020, and acknowledged on April 1, 2020.

Request

"Recent Request for Offers (RFO) for the property management contract for the Bonneville Power Administration's Ross Complex and BPA headquarters."

Response

BPA searched for responsive records with the agency's Grants & Agreements Team. BPA located 298 pages of records responsive to your request. The agency is releasing 295 pages in full, with minimal redactions applied to three pages under 5 U.S.C. § 552(b)(6) (Exemption 6).

Exemptions

The FOIA generally requires the release of all responsive agency records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)).

Exemption 6

Exemption 6 protects personally identifiable information (PII) when the disclosure of such information would constitute a clearly unwarranted invasion of personal privacy, provided there is no public interest that outweighs the privacy interest. In this case, BPA relies on Exemption 6 to withhold employee signatures. BPA can find no public interest in disclosing this information as it does not shed light on the BPA's operation as an agency. The privacy interest protected by

Exemption 6 belongs to the individual and therefore BPA cannot discretionarily release that information.

Fees

There are no fees associated with your FOIA request.

Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search and release described above. Your FOIA request BPA-2020-00648-F is now closed with all available agency records provided.

Appeal

The adequacy of the search may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to:

Director, Office of Hearings and Appeals
HG-1, L'Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

You may contact me at the address on this letter header for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770
Toll-free: 1-877-684-6448
Fax: 202-741-5769

Questions about this communication may be directed to BPA FOIA Public Liaison Jason Taylor at jetaylor@bpa.gov or at 503.230.3537.

Sincerely,

A handwritten signature in black ink, appearing to read "Candice D. Palen". The signature is fluid and cursive, with the first name being the most prominent.

Candice D. Palen
Freedom of Information/Privacy Act Officer

[Responsive agency records accompany this communication.](#)



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

CHIEF ADMINISTRATIVE OFFICE

June 28, 2019

REQUEST FOR OFFER (RFO) No. 4600 / Bonneville Integrated Facilities Management (IFM)

Bonneville invites your company to submit an offer in response to this solicitation. Your offer shall be valid for a minimum of 120 calendar days from the offer due date. Bonneville may reject late offers.

Offer due date: **30 AUGUST 2019, 1700 hours, PDT.**

Site Tour/Pre-bid Conference on: 31 July 2019 at 0900 hours PDT. Sites available for tour are:

1. BPA Headquarters (Portland, OR)
2. Ross Complex – Site, Ross Maintenance Headquarters, Plant Services Building (PSB) & Dittmer Control Center (Vancouver, WA)
3. Chemawa Substation – Salem District Headquarters Building (Keizer, OR)

Please read the *Instructions to Offeror and Evaluation Factors and Representation and Certification Requirements* carefully and complete and return those items requested. Offers must be submitted electronically to the undersigned at wisaway@bpa.gov. Hardcopy offers will NOT be accepted.

This RFO consists of the following parts:

Part 1. Instructions to Offerors and Evaluation Process, including Provisions

Part 1a. Required Offer Attachments

- a. Representations and Certifications
- b. Request for Offers and Award
- c. Subcontracting Plan Outline
- d. Past Performance Reference Form
- e. Schedule of Prices (Excel Document furnished with this RFO)

Part 2. Contract Clauses

- a. Unit 1 – Commercial Clauses
- b. Unit 2 – Other Clauses
- c. Unit 3 – Safety and Security Clauses
- d. Unit 4 – Labor Clauses
- e. Unit 5 – Construction Clauses
- f. Unit 6 – IT Clauses

Part 3. IFM Performance Work Statement (PWS)

Part 3a. Documents incorporated by reference in PWS and furnished with RFO

- a. IFM Award Fee Plan.pdf
- b. BPA Equipment Master File – Field Sites.xlsx
- c. BPA Equipment Master File – Non-Field Sites.xlsx
- d. Site Specific Service Profiles Current Service Levels.xlsx
- e. Site Specific Service Profiles Standardized Service Levels.xlsx
- f. Area Maps – Grounds Ross Complex.pdf
- g. Area Maps – Janitorial Ross Complex and PDX Hangar.pdf

h. Area Maps – Janitorial BPA Headquarters.pdf

Part 4. Dittmer Restroom Renovation Project (Awarded under Above-Base Task Order)

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions (BPI). The BPI is available on the internet at <http://www.bpa.gov>. For any questions or if you decide not to submit an offer, please contact Wesley Saway at 503-230-3985 or wjsaway@bpa.gov.

Sincerely,

(b) (6)

A large black rectangular redaction box covers the signature area. The text "(b) (6)" is written in red at the top left corner of the redaction.

Wesley J. Saway
Contracting Specialist

PART 1 - INSTRUCTIONS TO OFFERORS & EVALUATION PROCESS

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EXECUTIVE SUMMARY

BACKGROUND & GOALS

Workplace Services (NW) provides planning, management and governance of facilities asset management, facilities maintenance and operations, space management, printing services, mail services, and office services for the Bonneville Power Administration (BPA).

BPA owns and operates an estimated 2.7 million square feet of facilities valued at over \$1.15 billion across Oregon, Washington, Idaho, Montana, and California. This includes over 1,000 buildings at more than 400 sites that include critical infrastructure, such as control centers and substation control houses, in addition to maintenance shops, administrative offices and warehouses. Workplace Services is also responsible for the GSA-owned BPA Headquarters building, corporate commercially leased spaces, and various non-building assets at each site such as sewer systems, fences, and roads.

Historically, Workplace Services has met its facility related obligations through over a hundred contracts scattered across the region. Through this procurement, however, BPA is taking a different approach with a goal to enhance the overall program through a strategic alliance with a single qualified contractor. The goals of this effort include:

1. Improved cost management
2. O&M program standardization across BPA
3. Centralized facilities operations call center
4. Maintain non-electric facilities below current operating budget at an acceptable level of service
5. Provide execution resources (personnel and funding) to decrease the Facilities Condition Index (CRV/Deferred Mx)

6. Consolidate sustainability and energy efficiency performance targets by prioritizing requirements for execution.
7. Consolidate reporting requirements for regulatory, code, and safety compliance.
8. Benchmarking
9. Standardized operations (service levels and specs).
10. Standardized reporting: KPIs, and performance management.
11. Workgroups focus on core competencies.
12. Leverage contracting mechanisms for project execution.
13. Maximize operating efficiencies (Mx, Time to resolution).
14. Minimize soft costs (Contract Mgmt, Finance transactions).

REFERENCE INFORMATION

The resulting contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract with a base operations and maintenance component (firm-fixed price) and above –base services and construction components (time-and-materials). Due to the relative newness of BPA's foray into this approach and budget sensitivities, this procurement includes four scenarios for pricing. Descriptions are provided under Provision 11-2.

To assist offerors in their responses, information pertaining to baseline operating costs, corrective and preventive maintenance activity and current contracted services is provided in Exhibit A of this document.

INSTRUCTIONS

INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (11-2) (MAR 2018)(BPI 11.12.2.1(B,C))

(a) Submission of Offers.

- (1) Offers shall be valid for a minimum of 120 days from the date offers are due.
- (2) All offers and resultant contracts are subject to the conditions set forth in this solicitation and the Bonneville Purchasing Instructions (BPI). By submission of this offer, the offeror agrees to be bound to the Protest procedures specified in the BPI in BPI 21.3.
- (3) Bonneville may reject late offers. Bonneville reserves the right to not consider proposals from potential offerors other than those solicited by the CO.
- (4) Offerors shall submit their proposals in a timely manner, using an electronic format, as identified in the solicitation cover letter. The CO may disqualify offers which do not include the materials as set forth below, or which fail to adhere to any content restrictions herein.

(b) Required materials. Offerors shall submit the following materials subject to the formatting, content, and restrictions set forth below.

- (1) Business/Pricing Proposal: Offeror shall submit a Business Proposal that shows all price/cost proposed to fulfill the requirements of the solicitation. The Business Proposal shall provide the price/cost information which shall be used to assess whether the price/cost proposed is fair and reasonable. Price/cost shall be addressed only in this Business Proposal section, and in any transition/phase-out proposals if applicable, and nowhere else. The Business/Pricing Proposal, exclusive of the Schedule of Pricing tables, shall be no longer than 10 pages, sized no larger than 8.5x11 inches, with a font size no larger than 12 point, no smaller than 10 point, and shall be in a Portable Document Format (PDF).
 - (i) Completed and signed Request for Offers and Awards (Part 1a, Required Offer Attachments).

- (ii) Completed Representations and Certifications (Part 1a, Required Offer Attachments).
- (iii) The offeror's price/cost proposal shall consist of a completed Schedule of Prices Workbook furnished with this RFO. The Workbook shall be submitted in an unrestricted Excel format.
- (iv) The offeror's price/cost proposal shall also address the following areas:
 - (A) **Schedule of Prices Workbook:** The offeror shall complete the Schedule of Prices Workbook, under tab "Master Sheet" for the IFM services identified in the Statement of Work (PWS), tab "Table 1," and tab "Bathroom Renovation Project." The Master Sheet requires pricing for the four scenarios described below. Offerors are instructed to fill-in the columns labeled "Unit Price," the column labeled "Total Estimated Price" contains Excel formulas and **SHALL NOT** be modified or adjusted. CLINs x020 and x021 are for Above-Base Services, with corresponding estimated funds available for non-construction services (CLIN x020) and construction services (CLIN x021). These are government provided figures and **SHALL NOT** be adjusted or modified. Pricing shall only be provided in whole numbers.

Master Sheet Tab

Scenario All-In As Is (Green): IFM Services for CLINs 0001 – 0017 are included in the base period of the contract and subsequent option periods and are active at contract award. The North, South, and East field regions will transition to the IFM contract according to the quantity identified in the associated CLIN. By the end of the base period (i.e. year 3), all field regions will be fully activated. The required service level is As-Is, in accordance with "Site Specific – Service Profile Workbook: Current Service Levels" furnished with this RFO.

Scenario All-In Standard (Blue): IFM Services are the same as identified in Scenario All-In As Is; however, the required service level is Standard, in accordance "Site Specific – Service Profile Workbook: Standardized Service Levels" furnished with this RFO.

Scenario Optional Field As Is (Orange): IFM services for CLINs 0001 – 0006 begin immediately upon contract award. CLINs 0007 – 0017 are Optional CLINs, which may or may not be exercised during the base period of the contract. The service level standard is As Is, in accordance with "Site Specific – Service Profile Workbook: Current Service Levels" furnished with this RFO. If exercised, the estimated quantities will be revised to reflect actual quantities and price will be calculated using the proposed unit price.

Scenario Optional Field Standard (Purple): IFM services are the same as identified in Scenario Optional Field As Is; however, the required service level is Standard, in accordance with "Site Specific – Service Profile Workbook: Standardized Service Levels" furnished with this RFO. If exercised, the estimated quantities will be revised to reflect actual quantities and price will be calculated using the proposed unit price.

Table 1 Tab

Table 1: Offerors are instructed to provide fully-burdened hourly rates for staff for Above-Base construction and non-construction services. Additionally, offerors shall provide overhead and profit percentages for subcontract above-base services and self-performed above-base services. Columns are provided for each period of the contract through Option Period 2.

Dittmer Restroom Renovation Project Tab

Dittmer Restroom Renovation Project: Offerors are instructed to provide a Firm-Fixed-Price for the project in accordance with the work identified in the Bathroom Renovation Project SOW in Part 4 of the RFO. The price shall be supported with cost detail for labor, materials, other direct costs and OH&P.

- (v) Small Business Subcontracting Plan in accordance with BPI Provision 8-4 Subcontracting Plan Requirement, if applicable. Offeror may use Subcontracting Plan Outline (See 1a, Required Offeror Attachments) to meet this requirement. Offeror shall exclude Above-Base line items from plan.
 - (vi) Conflict of Interest Certification. The offeror shall provide information which describes in a concise manner all relevant facts concerning any potential, past, present or currently planned conflict of interest (financial, contractual, organizational, or otherwise) relating to the work to be performed.
- (2) **Technical/Management (Non-Price/Cost) Proposal:** Offeror shall submit a technical/management proposal that include the following items, which will be evaluated against the non-price/cost evaluation factors identified in the Award Decision clause, Clause 11-3 or Clause 11-4, as applicable, identified in this Attachment 1 to the RFO/RFQ. No reference to specific costs shall be made in the technical proposal.
- (i) Materials addressing offeror's ability to provide the quality and specifications of the products or services as identified in the Performance Work Statement or requirements document. Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor wanted. Additionally, copies of Bonneville provided materials are not needed.
 - (ii) Special Instructions:
 - (A) Technical Approach: Explain your plan to execute the various elements of work required in the PWS and describe proposed strategies and industry best practices you intend to implement during the prescribed performance period. The following is a list of elements the offeror shall address:
 - (1) Base Services: All requirements listed under Section 1.6 of the PWS.
 - (2) Above Base Services: All requirements listed under Section 1.11 of the PWS.
 - (3) General Safety Plan: All requirements listed under Section 16 of the PWS.
 - (4) Dittmer Restroom Renovation Project: Offerors shall submit a proposal for an anticipated task order for a bathroom remodel, as described in RFO Part 5 "PWS Restroom Remodeling Projects." Identify all work plan elements, project schedule, and key personnel in order to perform these elements. The following is a list of elements required:
 - a. Work Plan: Demonstrate a clear understanding of the necessary tasks to complete this project successfully.
 - b. Project Schedule: Provide a detailed timeline of the project. Assume a performance period of 1 May 2020 through 31 May 2020. Substantial completion is scheduled for 22 May 2020 and all closeouts completed by 31 May 2020. Offerors shall submit the project schedule in Microsoft Project or equivalent.
 - (B) Management Approach: Provide offeror's expertise in performing the elements identified below and detailed descriptions of best industry processes and procedures performed by contract staff versus corporate support. Identify all corporate, management, staff and subcontractors required to perform these elements, and how your innovation and expertise will lead BPA towards its goal of being a world class maintenance organization. Offerors shall address the following list of elements:
 - (1) Facilities Operations Call Center (FOCC) - All requirements listed under Section 1.8.1, Lines 1A-C of the PWS.

- (2) Critical Environment Management - All requirements listed under Section 1.8.6 and the equipment master file in Attachment P of the PWS,
 - (3) Performance Management Plan - All requirements listed under Section 4.0 of the PWS.
 - (4) Transition Management Plan - All requirements listed under Section 6.0 of the PWS.
 - (5) Relationship Management Plan - All requirements listed under Section 7.0 of the PWS.
 - (6) Transformation Management Plan - All requirements listed under Section 8.0 of the PWS.
 - (7) Key Personnel and Staffing for Geographically Dispersed Area Management – Define organizational charts for each site covered under a hub and spoke model and describe how the satellite sites will be covered under the self-performed requirement.
- (3) Past Performance. A Past Performance Reference Form is included as an attachment to this RFO/RFQ. Offeror shall identify itself in its transmittal cover letter as:
- (1) Having relevant experience with Bonneville;
 - (2) Having relevant non-Bonneville experience; or
 - (3) Having no relevant experience.

Relevant experience is defined as having more than one year experience within the three years prior to proposal submission.

- (i) Offeror shall send a copy of the Past Performance Reference Form to Offeror's references, instructing the recipient to forward the completed form to the CO at the address identified on the face sheet of the reference form.
- (ii) Offeror shall highlight at least three relevant past performance references identifying the following information:
 - (A) Contract number or similar identifier
 - (B) Type of work performed
 - (C) General size, scope and scale description.
 - (D) Describe relevancy of reference
 - (E) Quality metrics if available
 - (F) General description of how the Offeror successfully delivered services for the client
 - (G) Client contact information, including business name, phone number, e-mail address, and name of the administering contract representative responsible for the contract.
- (iii) No submission is required for firms having no relevant experience. However, in the proposal transmittal letter, the offeror shall attest to the fact that neither the firm nor its principals possess experience relevant to the RFO/RFQ requirements and that no proposal section on Past Performance was included in the proposal submission. See section (c) (4) of this clause for evaluation of offerors without relevant experience.

(c) Evaluation of Offers.

- (1) Evaluation Team. Proposals shall be reviewed by a panel of evaluators, if appropriate, or by the Contracting Officer as the source selection official. Each proposal shall be evaluated in accordance with the evaluation factors as identified in the Award Decision clause, Clause 11-3 or Clause 11-4 as applicable, included in this Attachment 1 to the RFO/RFQ. Bonneville may award a contract on the basis of initial proposals received, without negotiations or any opportunity for oral presentations. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Note that all scoring by an evaluation team is considered advisory only, and is not binding on the Contracting Officer.

(2) Business Proposal.

- (i) The Price/Cost Proposal shall be evaluated to determine the reasonableness of the offerors' proposed price/cost. The offerors' price/cost proposal shall be evaluated using price analysis as well as cost analysis, if appropriate. See BPI 12.5.2. Cost/price must be reasonable and will not be scored.
- (ii) Where the Business Proposal includes pricing for option years, Bonneville shall evaluate offers for award purposes by adding the total costs for all options to the total costs for the basic requirement. Evaluation of options shall not obligate Bonneville to exercise the options. In evaluating the total year costs, to include base year plus all option years, Bonneville will place more weight on the base year costs due to the uncertainty of award of option years.

(3) Technical Proposal.

- (i) Lowest Price Technically Acceptable. The evaluation factors as identified in the RFO/RFQ are evaluated against the stated minimum standard for acceptability and given a pass/no pass rating. Those offers meeting the minimum standard for acceptability are then evaluated for lowest price. The award shall be made to the offer representing the lowest price technically acceptable offer.
- (ii) Tradeoff. Under a tradeoff procurement, the non-price evaluation factors may be traded for pricing resulting in a best buy for Bonneville which is not the lowest price technically acceptable offer. The CO may award, without a tradeoff analysis, to the lowest price technically acceptable offer under a tradeoff procurement, if after evaluation that offer represents both the lowest evaluated price and the highest technical/management offer.

(4) Past Performance.

- (i) Bonneville focuses on information that demonstrates quality of performance relative to the complexity of the procurement under consideration. The offeror's references will assist Bonneville in collecting this information. Submission of past performance references utilizing the attached Past Performance Reference Form is required. References other than those identified by the offeror may be used by Bonneville. All such information may be used in the evaluation of the offeror's past performance.
- (ii) Bonneville reserves the right not to contact all the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.
- (iii) A firm without a record of relevant past performance and past effectiveness shall not be evaluated favorably or unfavorably for this category.

(d) Selection for Award.

- (1) Award shall be made to the offeror who has submitted an offer which provides the best buy to Bonneville as evaluated in accordance with the basis identified in the Award Decision clause, Clause 11-3 or Clause 11-4 as applicable, included in this Attachment 1 to the RFO/RFQ.
- (2) The Contracting Officer must determine contractor responsibility. If requested, offeror shall provide firm's financial statements (audited preferred) for the last three years. Financial statement shall include the income statement, balance sheet, cash flow statements and any accompanying footnotes if applicable. If financial Statements are not publicly available, contractor shall mark them as confidential information. Reference Clause 17-21, Non-disclosure for RFO.
- (3) Unsuccessful offerors must request a debriefing within three calendar days of receipt of notification of elimination from consideration, or of award notice, per BPI 12.8.3.

SUBCONTRACTING PLAN REQUIREMENT (8-4)
(MAR 2018) (BPI 8.3.4.1(A))

Offerors who are not small businesses as defined in the provision 8-1, Supplier Diversity Award Representation, shall:

- (a) Submit with their offer, either
 - (1) An estimate of the dollar amounts they plan to award to subcontractors who are one of the supplier diversity program categories; or
 - (2) A statement, with supporting reasons, that the nature of the contract does not offer subcontracting possibilities.
- (b) Negotiate a detailed subcontracting plan as described in BPI 8.3 prior to award if the nature of the contract offers subcontracting possibilities. The plan shall provide maximum practicable opportunity for small business, disadvantaged small business, HUBZone small business, veteran-owned small business, disabled veteran-owned small business, and women-owned small business to participate in performance of the contract. The plan will be incorporated into the contract.

BUY AMERICAN ACT NOTICE (9-7)
(MAR 2018) (BPI 9.2.4 (C)(D))

- (a) The Buy American Act (41 U.S.C. § 8301-8305) generally requires that only domestic construction material be used in the performance of this contract (see the clause entitled "Buy American Act - Construction Materials"). This requirement does not apply to the following construction materials:

(None)

- (b) Offers based on the use of other foreign construction material may be acceptable for award if the Government determines that –
 - (1) Comparable domestic construction material in sufficient and reasonably available commercial quantities, and of a satisfactory quality, is unavailable, or
 - (2) Use of comparable domestic construction material is impracticable or would unreasonably increase the cost.
- (c) When an offer is based on the use of one or more other foreign construction materials the offer shall include data clearly demonstrating, for each particular foreign construction material, that the cost thereof, plus 6 percent, is less than the cost of comparable domestic construction material. The cost of construction material shall be computed as including all cost of delivery to the construction site, and the cost of foreign construction material shall also include any applicable duty (whether or not a duty-free entry certificate may be issued).
- (d) For evaluation purposes, Bonneville shall add to the offer 6 percent of the cost of the foreign construction material qualifying under paragraph (c) above.
- (e) When offering other foreign construction material, offerors may also offer, at stated prices, any available comparable domestic construction material, in order to avoid the possibility that failure of a foreign construction material to be acceptable under this provision will cause rejection of the entire offer.

**SITE TOUR (11-6)
(SEP 1998) (BPI 11.13.8.1(A,B))**

Interested offerors should visit the site where the work is to be performed to ascertain the nature and location of services to be performed and the conditions which can affect the services or safe performance or the cost thereof. Failure to do so will not relieve offerors from responsibility for estimating properly the difficulty or cost of successfully performing the services. A formal tour and site visit is scheduled for **31 July 2019 at 9am PDT**. Sites include Bonneville Headquarters, Ross Complex (Dittmer, Ross Facilities Shop, and Ross Maintenance Headquarters), and Chemawa Maintenance Headquarters. Contact the contracting officer identified below to register for this tour no later than Noon on **29 July 2019**. A formal agenda will follow after registration.

Wesley J. Saway, Contracting Officer
905 NE 11th Ave.
Portland, OR 97232
503-230-3985
wjsaway@bpa.gov

EVALUATION

**AWARD DECISION – TRADE-OFF (11-4)
(MAR 2018) (BPI 11.13.4.2)**

- (a) Bonneville is seeking offers that provide the best combination of attributes in order to select the "best buy" offer. Bonneville shall determine which offer represents the best buy based on a tradeoff analysis between price and the evaluation factors identified below.
 - (1) Technical Approach
 - (2) Management Approach
 - (3) Past Performance Relevance and Confidence
- (b) In the tradeoff analysis, the combination of all of the above identified non-price evaluation factors are, relative to price:
 - (1) Significantly more important than cost or price;
 - (2) Approximately equal to cost or price; or
 - (3) Significantly less important than cost or price.
- (c) Bonneville may conduct a tradeoff analysis and may select other than the lowest price offer.
- (d) Bonneville may award a contract on the basis of initial offers received, without negotiations. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- (e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer may result in a binding contract without further action by either party.

**TYPE OF CONTRACT (7-1)
(MAR 2018)(BPI 7.2.4)**

Bonneville contemplates award of a Firm-Fixed-Price (FFP) commercial service contract, with ancillary cost-type (Time-and-Material) services for above-base service and construction project, resulting from this solicitation.

**TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS (7-31)
(MAR 2018) (BPI 7.7.2(F)(1))**

Provision applies only to Time-and-Materials or Labor Hour pricing.

- (a) Bonneville contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by –
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

**EVALUATION OF OPTIONS (7-36)
(MAR 2018) (BPI 7.9.8(C))**

Except when it is determined in accordance with 7.8.6(b) not to be in Bonneville's best interests, Bonneville will evaluate offers for award purposes by adding the total price of all pre-priced option periods to the total price of the basic requirement (base period). BPA has sole discretion in selecting the pricing scenario upon which award will be made, e.g., All-In As Is, All-In Standard, Optional Field As Is or Optional Field Standard.. Evaluation of options will not obligate Bonneville to exercise the option(s).

GENERAL

**NONDISCLOSURE FOR RFO (17-21)
(MAR 2018)(BPI 17.6.2.2.2(A))**

- (a) During the term of this Request for Offer (RFO) or Request for Quote (RFQ), Contractor may disclose sensitive or confidential ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than for the purposes of this RFO/RFQ. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under provision. Bonneville's confidentiality obligations hereunder shall not apply to any portion of the Disclosing Party's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;

- (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earlier of either the termination of this RFO/RFQ or the Contractor's written request.

**PROTESTS AGAINST AWARD (21-1)
(MAR 2018)(BPI 21.2.10.1)**

- (a) Interested parties agree that any protest against award will be filed with the Bonneville Head of the Contracting Activity prior to filing with any other forum, pursuant to 16 U.S.C. § 832a(f) and subpart 21.2 of the Bonneville Purchasing Instructions.
- (b) Interested parties who are unable to resolve disagreements informally with the Contracting Officer may send a formal, written protest to the Head of the Contracting Activity. In order to be considered by the Head of the Contracting Activity, a protest based on alleged apparent improprieties in a solicitation shall be received before the closing date for receipt of proposals. In all other cases, protests shall be received no later than 10 calendar days after the basis of protest is known or should have been known, whichever is earlier.
- (c) The protest shall contain: (1) the name and address of the protester, (2) the identity of the contracting officer and the solicitation or contract involved, (3) all facts relevant to and grounds in support of the protest, and (4) a request for a specific ruling by Bonneville. It shall be sent to: Head of the Contracting Activity, Bonneville Power Administration, P. O. Box 3621, Portland, Oregon 97208 (Street Address: 905 N. E. 11th Avenue, Portland, OR 97232).
- (d) For protests filed with the General Accountability Office (GAO), two copies shall be served on the Bonneville by obtaining written and dated acknowledgement of receipt. The copies of the protest and all other materials filed shall be received in the Bonneville CO's office and in the HCA's office, respectively, within one day of filing a protest with the GAO.

**DEBRIEFING REQUEST (12-1)
(JUN 2012)(BPI 12.8.3.2)**

Unsuccessful offerors shall request a debriefing within three (3) calendar days of receipt of notice of contract award.

**PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (10-15)
(OCT 2014)(BPI 10.1.4.3(B))**

An award in the amount of \$10 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$10 million or more) are found by the Office of Federal Contract Compliance Programs, on the basis of a compliance review, to be able to comply with Executive Order 11246.

**CONTRACTOR SAFETY EVALUATION (15-51)
(MAR 2018)**

All firms considered for award will be evaluated for safety past performance through a Bonneville approved contractor safety prequalification subscription service. Contractors shall subscribe to the subscription service and provide the information required to enable Bonneville to evaluate safety and health history. For subscription information, please visit <http://www.bpa.gov/Doing%20Business/Pages/Contractor-Safety.aspx>. The contractor shall have an acceptable safety rating within 45 days of selection for award.

EXHIBIT A – PROCUREMENT INFORMATION

1. Preventative & Corrective Maintenance and Service Requests

Table 1.1 Preventative Maintenance (PM) Task Totals for FY18:

FY 18 - PM Tasks				
Ross	Van Mall	Munro	HQ	Field Sites
5083	40	298	3729	Unknown

Table 1.2 Corrective Maintenance (CM) and Service Request (SR) Totals for FY18:

FY 18 –CM Tasks & Service Requests				
Ross	Van Mall	Munro	HQ	Field Sites
2235	724	57	1885	Unknown

2. Current BPA Service Contracts for Headquarters, Van Mall and the Ross Complex

Location	Proprietary Y/N	Service Contract Title	Vendor	Contract Start Date	Contract End Date	Contract Term	Current Option Year
Ross Complex	N	Ross Complex Elevator Maintenance	Thyssen Krupp Elevator Corporation	6/1/2019	5/30/2020	4	1
Ross Complex	N	Ross Complex And Bpa Hanger Landscaping Services	J S Custom Landscaping Inc	2/1/2016	1/31/2020	4	3
Ross Complex	N	Ross Complex Fire And Life Safety Services	Dts Systems Inc	9/1/2017	8/31/2019	2	1
Ross Complex	N	Crane Maintenance Fy 2018 - Ross Complex	Washington Crane & Hoist Co	6/25/2014	6/24/2019	5	4
Ross Complex	N	Ross Facilities Janitorial Services	Township-United Building Services Llc	12/1/2016	11/30/2019	3	2
Ross Complex	N	Ross General & Critical Facilities Hvac Maintenance & Repairs	Barness Controls Inc	6/1/2016	9/30/2020	4	2
Ross, HQ, Van Mall	N	Document Destruction	Safeguard	5/1/2019	4/30/2020	5	1
BPA Headquarters	N	3 rd Party Elevator Inspections	ATIS Elevator Inspections, LLC	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual No-Load Test Inspection	ATIS Elevator Inspections, LLC	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	5-Year Full Load Test Inspection	ATIS Elevator Inspections, LLC	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Landscape Plant Health Care	Bartlett Tree Experts	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Sprinkler Systems	Basic Fire Systems	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Backflow Prevention Tests	Columbia Cross Connection	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Fall Protection System Inspection / Re-certification – Café Roof	Excalibur & Associates – WA, Inc.	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Indoor Plant Maintenance Program	Foliage Services	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Kitchen Hood Cleaning	HOODZ of Clackamas	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Water Treatment	ITOH2	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	Building Automation	Johnson Controls, Inc.	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	Boiler Maintenance	Johnson Controls, Inc.	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	Chiller Maintenance	Johnson Controls, Inc.	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	3-Year Eddy Current Testing	Johnson Controls, Inc.	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Kitchen Hoods Fire Systems – Ansul	Johnson Controls Fire Protection, LP	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	NFPA 96 12-Year Hydrostatic Testing	Johnson Controls Fire Protection, LP	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Portable Fire Extinguisher Inspection	Johnson Controls Fire Protection, LP	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	6-Year Hydrostatic Testing	Johnson Controls Fire Protection, LP	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	12-Year Hydrostatic Testing	Johnson Controls Fire Protection, LP	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Building Alarm Monitoring	Johnson Controls Security Systems	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Pest Management	Liberty Pest Control	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Fire Door Testing	Metro Overhead Door	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Electrical Inspections	Millennium Power System Services	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	3-Year Electrical Inspection	Millennium Power System Services	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	FM 200 Suppression System	Northwest Fire Suppression	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Training	Northwest Fire Suppression	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Elevator Maintenance	OTIS Elevator Company	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual No-Load Testing	OTIS Elevator Company	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	5-Year Full Load Testing	OTIS Elevator Company	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Electrical Shutdown	Pacific Power	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	10-Year 2500 KV Transformer Inspection	Pacific Power	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	Emergency Generators Maintenance	Peterson Power	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	3-Year Generator Service	Peterson Power	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Fall Arrest System Inspection / Re-certification – HQ	Pro-Bel	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	10-Year Inspection / Re-Certification	Pro-Bel	6/1/2016	5/31/2019	5	2

Location	Proprietary Y/N	Service Contract Title	Vendor	Contract Start Date	Contract End Date	Contract Term	Current Option Year
BPA Headquarters	N	Window Cleaning	Pro Clean	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Refrigerant Compliance Management Software	Sphera Solutions	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Audio-Visual Equipment Maintenance	Spectrum Systems and Design, Inc. (T&M)	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Pressure Vessel Inspections	State of Oregon (Time & Materials)	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Audio-Visual Maintenance	Think AV (Time & Materials)	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Penthouse Hoist Inspection	US Crain & Hoist	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Compactor and Baler Maintenance	WESSCO	6/1/2016	5/31/2019	5	2
Critical Facilities Team	Y	UPS & STS Service Contract covering UPS & STS SYSTEMS AT DCC, MCC, HQ, & Z992	Schneider Electric	7/31/2015	7/31/2020	5	3
Critical Facilities Team	Y	Electrical Switchgear Maintenance Contract covering DCC, HQ, Z992	Eaton Corporation	6/1/2015	5/31/2020	5	3
Critical Facilities Team	Y	Dittmer Solar Turbines Contract	Solar Turbines	5/1/2017	4/30/2022	5	2
Critical Facilities Team	Y	Critical Facilities/Ross Facilities Barness HVAC Service Contract	Barness	6/1/2016	9/30/2019	4	3
Munro	N	Janitorial Service	Frontline Housekeeping Plus	7/1/2015	6/30/2020	5	4
Munro	N	Snow Removal Service	D&M Construction	11/1/2016	10/31/2021	5	3
Munro	N	HVAC Service	Integrated Services	11/1/2017	10/31/2022	5	2
Munro	N	Fire Alarm PM Service	Fire Power, Inc.	6/1/2019	5/31/2020	5	1
Munro	N	Automatic Door Systems PM Service	River City Glass, Inc.	6/1/2019	5/31/2020	5	1

3. Baseline Operating Costs

0001 FFP Transition Phase - HQ, Ross & Hangar



Base Period: 04/01/2020 - 03/31/2023

Base Operations and Maintenance Services

Baseline Operating Budgets

0002 Facilities Operations Call Center (FOCC)
 0002a FFP Government-Furnished
 0002b FFP Contractor-Furnished
 0003-0005 FFP HQ, Ross & Hanger
 0006 FFP Transition Phase - Field - North Region
 0007-0009 FFP North Region
 0010 FFP Transition Phase - Field - South Region
 0011-013 FFP South Region
 0014 FFP Transition Phase - Field - East Region
 0015-17 FFP East Region
 0018 Award Fee - Year 1 of Base Period
 0019 Award Fee - Year 2 of Base Period



\$ 8,896,000



\$ 876,000



\$ 1,253,000



\$ 824,000

Total HQ, Ross & Hangar \$ 8,896,000
Total Field \$ 2,953,000
Total \$ 11,849,000

**PART 3 – CONTRACT CLAUSES
INTEGRATED FACILITIES MANAGEMENT (IFM)
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UNIT 1 — COMMERCIAL

INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT- BASIC TERMS (28-1.2) (MAR 2018)(BPI 28.3.4(b))

- (a) This is a hybrid Firm-Fixed-Price and Time and Materials (T&M) Indefinite Delivery Contract for one three-year base period with options to extend for two additional one-year pre-priced option periods, and five additional one-year un-priced option periods. By signing the contract cover page, Bonneville and the Contractor agree, subject to the attached terms and conditions, that Contractor shall sell to Bonneville the services identified herein at the prices set forth in the Schedule of Pricing.
- (b) This Indefinite Delivery Contract shall become effective upon receipt of the signed Indefinite Delivery Contract and shall continue until the earlier of its expiration or termination pursuant to Clauses 28-9.1 and 28-9.2, Termination for Cause or Clauses 28-10.1 and 28-10.2, Termination for Bonneville's Convenience. Bonneville may extend the term of the base contract by exercising the pre-priced option, if any, by giving written notice to the Contractor.

SCHEDULE OF PRICING (28-2) (JUL 2013)(BPI 28.3.4(f))

Please fill out and return the Schedule of Prices workbook furnished with this procurement. The final negotiated price schedule will be reflected in this clause upon award.

INVOICE (28-3) (OCT 2014) BPI 28.3.4(g)

- (a) The Contractor shall submit an electronic invoice (or one hard-copy invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include –
- (1) Name and address of the Contractor;
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (5) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any discount for prompt payment offered;
 - (7) Name and address of official to whom payment is to be sent;
 - (8) Name, title, and phone number of person to notify in event of defective invoice; and
 - (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (10) Electronic funds transfer (EFT) banking information.
- (b) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

**PAYMENT-FIRM FIXED PRICE (28-4.1)
(MAR 2018)(BPI 28.3.4(h))**

(a) Payment.

- (1) Items accepted. Payment shall be made for items accepted by Bonneville that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer.
 - (i) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (ii) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.
 - (iii) Submission of EFT banking information to Bonneville. The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 61409
Vancouver, WA 98666-1409
ATTN: NSTS-4400_LL Vendor Maint.

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that Bonneville has otherwise overpaid on a contract financing or invoice payment, the Contractor shall:
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the –
 - (A) Circumstances of the overpayment (e.g. duplicate payment, erroneous payment, liquidation error, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or subline item, if applicable; and
 - (D) Contractor point of contact.
 - (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

- (i) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of Treasury as provided in Section 611 of the Contracts Disputes Act of 1978 (Public Law 95-563) (41 U.S.C. 7101-7109), which is applicable to the period in which the amount becomes due, as provided in (a) (6) (v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) Bonneville may issue a demand for payment to the Contractor upon finding that a debt is due under the contract.
- (iii) Final decision. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if:
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on –
 - (A) The date on which the designated office receives payment from the Contractor;
 - (B) The date of issuance of a Bonneville check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

**PAYMENT – TIME AND MATERIALS/LABOR RATE (28-4.2)
(MAR 2018)(BPI 28.3.4(i))**

- (a) Services accepted. Payments shall be made for services accepted by Bonneville that have been delivered to the delivery destination(s) set forth in this contract. Bonneville will pay the Contractor as follows upon the submission of proper invoices approved by the Contracting Officer:
 - (1) Hourly rate.
 - (i) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

- (ii) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
- (iii) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.
- (iv) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.
- (v) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.
 - (A) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.
 - (B) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.
 - (C) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(2) Materials.

- (i) If the Contractor furnishes materials that meet the definition of a commercial item at BPI 2.2, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the –
 - (A) Quantities being acquired; and
 - (B) Any modifications necessary because of contract requirements.
- (ii) Except as provided for in paragraph (a)(2)(i) and (a)(2)(iii)(B) of this clause, Bonneville will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the Contractor that are identifiable to the contract) provided the Contractor –
 - (A) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
 - (B) Makes these payments within 30 days of the submission of the Contractor's payment request to Bonneville and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (iii) To the extent able, the Contractor shall –
 - (A) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (B) Give credit to Bonneville for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.
- (iv) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

- (A) Other Direct Costs. Bonneville will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (a) (2) (ii) of this clause: NONE.
- (B) Indirect Costs (Material handling, Subcontract Administration, etc.). Bonneville will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: Each order must list separately the fixed amount for the indirect costs and payment schedule.
- (b) Total cost. It is estimated that the total cost to Bonneville for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to Bonneville for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to Bonneville for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, Bonneville has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.
- (c) Ceiling price. Bonneville will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (d) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):
- (1) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.
 - (2) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the Schedule), when timecards are required as substantiation for payment—
 - (i) The original timecards (paper-based or electronic);
 - (ii) The Contractor's timekeeping procedures;
 - (iii) Contractor records that show the distribution of labor between jobs or contracts; and
 - (iv) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
 - (3) For material and subcontract costs that are reimbursed on the basis of actual cost—
 - (i) Any invoices or subcontract agreements substantiating material costs; and
 - (ii) Any documents supporting payment of those invoices.

(e) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. Bonneville within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that Bonneville has otherwise overpaid on an invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number, if applicable;

(iii) Affected contract line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(f)

(1) All amounts that become payable by the Contractor to Bonneville under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.

(2) Bonneville may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(3) Final Decisions. The Contracting Officer will issue a final decision as required by BPI 21.3.11 if—

(i) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(ii) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(iii) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer.

(4) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(5) Amounts shall be due at the earliest of the following dates:

(i) The date fixed under this contract.

(ii) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

- (6) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (i) The date on which the designated office receives payment from the Contractor;
 - (ii) The date of issuance of a Bonneville check/payment to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
 - (iii) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (7) The interest charge made under this clause may be reduced under the procedures prescribed in the Bonneville Purchasing Instructions 22.1.4.3(b) in effect on the date of this contract.
- (8) Upon receipt and approval of the invoice designated by the Contractor as the “completion invoice” and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall upon Bonneville’s request, execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging Bonneville, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
 - (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that Bonneville is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of Bonneville against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Prompt payment. Bonneville will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (i) Electronic Funds Transfer (EFT).
 - (1) Payments under this contract shall be made by electronic funds transfer (EFT). Contractor shall provide its taxpayer identification number (TIN) and other necessary banking information for Bonneville to make payments through EFT. Receipt of payment information, including any changes, must be received by Bonneville 30 days prior to effective date of the change. Bonneville shall not be liable for any payment under this contract until receipt of the correct EFT information from Contractor, nor be liable for any penalty on delay of payment resulting from incorrect EFT information. Bonneville shall notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
 - (2) If Contractor assigns the proceeds of this contract per Clause 28-18 Assignment, the Contractor shall require, as a condition of any such assignment, that the assignee agrees to be paid by EFT and shall provide its EFT information as identified in (iii) below. The requirements of this clause shall apply to the assignee as if it were the Contractor.

- (3) Submission of EFT banking information to Bonneville: The Contractor shall submit EFT enrollment banking information directly to Bonneville Vendor Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification, available from the CO or the Bonneville Vendor Maintenance Team. Contact and mailing information:

Bonneville Power Administration
PO Box 61409
Vancouver, WA 98666-1409
ATTN: NSTS-4400-LL Vendor Maint.

email: VendorMaintenance@bpa.gov
phone: 360-418-2800
fax: 360-418-8904

- (j) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

**INSPECTION/ACCEPTANCE-FIRM FIXED PRICE (28-5.1)
(MAR 2018)(BPI 28.3.4(j))**

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

- a) within a reasonable time after the defect was discovered or should have been discovered; and
- b) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

**INSPECTION/ACCEPTANCE – TIME AND MATERIALS/LABOR RATE (28-5.2)
(MAR 2018)(BPI 28.3.4(k))**

- (a) Bonneville has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. Bonneville may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. Bonneville will perform inspections and tests in a manner that will not unduly delay the work.
- (b) If Bonneville performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (c) Unless otherwise specified in the contract, Bonneville will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (d) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, Bonneville may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (f) of this clause, the cost of replacement or correction shall be determined under Clause 28-4.2(a) (1) (i), but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the “hourly rate” attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and when required, shall disclose the corrective action taken.
- (e)

- (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by Bonneville), Bonneville may:
 - (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for cause.
 - (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.
- (f) Notwithstanding paragraphs (e)(1) and (2) above, Bonneville may at any time require the Contractor to remedy by correction or replacement, without cost to Bonneville, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:
- (1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or
 - (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- (g) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (h) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at the time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (i) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Bonneville-furnished property shall be governed by the clause relating to Bonneville property, if included in this contract.

CHANGES (28-6)
(JUL 2013)(BPI 28.3.4(l))

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

STOP WORK ORDER (28-7)
(MAR 2018)(BPI 28.3.4(m))

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
- (1) Cancel the stop work order; or
 - (2) Terminate the work covered by the order as provided in the Termination for Bonneville's Convenience clause of this contract.
- (b) If a stop work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop work order is not canceled and the work covered by the order is terminated for the convenience of Bonneville, the Contracting Officer shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.
- (d) If a stop work order is not canceled and the work covered by the order is terminated for cause, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

**FORCE MAJEURE/EXCUSABLE DELAY (28-8)
(JUL 2013)(BPI 28.3.3.6(n))**

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

**TERMINATION FOR CAUSE – FIRM FIXED PRICE (28-9.1)
(MAR 2018)(BPI 28.3.4(o))**

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon request, with adequate assurances of future performance. In the event of termination for cause, Bonneville shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**TERMINATION FOR CAUSE – -TIME AND MATERIALS/LABOR RATE (28-9.2)
(MAR 2018)(BPI 28.3.4(p))**

Bonneville may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide Bonneville, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under Clause 28-4.2 Payment-Time and Materials/Labor-Hour, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by Bonneville shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in Clause 28-5.2(d) Inspection/Acceptance-Time and Materials/Labor-Hour, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to Bonneville for any and all rights and remedies provided by law. If it is determined that Bonneville improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

**TERMINATION FOR BPA'S CONVENIENCE-FIRM FIXED PRICE (28-10.1)
(MAR 2018)(BPI 28.3.4(q))**

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the

number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**TERMINATION FOR BPA'S CONVENIENCE-TIME AND MATERIALS/LABOR RATE (28-10.2)
(MAR 2018)(BPI 28.3.4(r), BPI 28.3.3.7(a))**

Bonneville reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of Bonneville using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give Bonneville any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

**WARRANTY (28-11)
(JUL 2013)(BPI 28.3.4(s))**

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. All express warranties offered by the Contractor shall be incorporated into this contract.

**LIMITATION OF LIABILITY (28-12)
(JUL 2013)(BPI 28.3.4(t))**

Except as otherwise provided by an express warranty, the Contractor shall not be liable to Bonneville for consequential damages resulting from any defect or deficiencies in accepted items.

**DISPUTE (28-13)
(JUL 2013)(BPI 28.3.4(u))**

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at BPI Clause 21-2 Disputes, which is incorporated by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute under the contract.

**INDEMNIFICATION (28-14)
(MAR 2018)(BPI 28.3.4(v))**

The Contractor shall indemnify Bonneville and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

**RISK OF LOSS (28-15)
(MAR 2018)(BPI 28.3.4(w))**

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to Bonneville upon:

- (a) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (b) Delivery of the supplies to Bonneville at the destination specified in the contract, if transportation is f.o.b. destination.

TITLE (28-16)
(MAR 2018)(BPI 28.3.4(x))

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to Bonneville upon acceptance, regardless of when or where Bonneville takes physical possession.

TAXES (28-17)
(JUL 2013)(BPI 28.3.4(y))

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

ASSIGNMENT (28-18)
(MAR 2018) (BPI 28.3.4(z))

The Contractor or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of a Bonneville purchase card), the Contractor may not assign its rights to receive payments under this contract.

OTHER COMPLIANCES (28-19)
(JUL 2013)(BPI 28.3.4(aa))

The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

REQUIREMENTS UNIQUE TO GOVERNMENT CONTRACTS – SERVICES (28-20.2)
(MAR 2018)(BPI 28.3.4(bb))

The Contractor shall comply with the following clauses that are incorporated by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial services:

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS:

- (a) The following clauses are applicable to all contracts and solicitations:
 - (1) Organizational Conflicts of Interest (Clause 3-2)
 - (2) Certification, Disclosure and Limitation Regarding Payments to Influence Certain Federal Transactions (Clause 3-3)
 - (3) Contractor Policy to Ban Text Messaging While Driving (Clause 15-14)
 - (4) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (5) Utilization of Supplier Diversity Program Categories (Clause 8-3)
 - (6) Restriction on Certain Foreign Purchases (Clause 9-8)
 - (7) Combating Trafficking in Persons (Clause 10-25)
 - (8) Printing (Clause 11-9)

- (9) Ozone Depleting Substances (Clause 15-7)
- (10) Refrigeration Equipment (Clause 15-8)
- (11) Energy Efficiency in Energy Consuming Products (Clause 15-9)
- (12) Recovered Materials (Clause 15-10)
- (13) Bio-Based Materials (Clause 15-1)
- (14) Acceleration of Payments to Small Business Contractors (Clause 22-21)
- (15) Subcontracting with Debarred or Suspended Entities (Clause 11-7)
- (16) Affirmative Action for Workers with Disabilities (Clause 10-2) except under the following conditions
 - (i) Work performed outside the United States by employees who were not recruited within the United States;
 - (ii) Contracts with State or local governments (or any agency, instrumentality, or subdivision) when that entity does not participate in work on or under the contract.
- (17) Equal Opportunity (Clause 10-1) except under the following conditions –
 - (i) Work performed on or within 40 miles of an Indian reservation where a Tribal Employment Rights Ordinance (TERO) is known to be in effect;
 - (ii) Work performed outside the United States by employees who were not recruited within the United States;
 - (iii) Individuals (as opposed to a firm with multiple employees); or
 - (iv) Contracts with State or local governments or any agency, instrumentality or subdivision thereof.
- (18) Minimum Wage for Federal Contracts (Clause 10-28), except for work performed outside the United States by employees recruited outside the United States.
- (19) Buy American Act – Supplies (Clause 9-3) except for the purchase of –
 - (i) Civil aircraft and related articles;
 - (ii) Supplies subject to trade agreement thresholds; or
 - (iii) Commercial IT equipment and supplies.
- (20) Examination of Records.
 - (i) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. app.), the Contracting Officer or authorized representatives thereof shall have access to and right to –
 - (ii) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract: and
 - (iii) Interview any officer or employee regarding such transactions.

- (iv) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until three years after final payment under this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting 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 are finally resolved.
- (v) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

APPLICABLE TO ALL SOLICITATIONS AND CONTRACTS ABOVE \$150K:

- (b) In addition to the requirements above, the following clauses are applicable to all contracts and solicitations that exceed or are expected to exceed \$150K:
 - (1) Equal Opportunity for Veterans (Clause 10-19)
 - (2) Employment Reports on Veterans (Clause 10-20)
 - (3) Contract Work Hours and Safety Standards Act – Overtime Compensation (Clause 10-21)
 - (4) Nondisplacement of Qualified Workers (Clause 23-5), except for:
 - (i) Contracts and subcontracts awarded pursuant to 41 U.S.C. chapter 85, Committee for Purchase from People Who Are Blind or Severely Disabled;
 - (ii) Guard, elevator operator, messenger, or custodial services provided to the Government under contracts or subcontracts with sheltered workshops employing the “severely handicapped” as described in 40 U.S.C. 593;
 - (iii) Agreements for vending facilities entered into pursuant to the preference regulations issued under the Randolph Sheppard Act, 20 U.S.C. 107; or
 - (iv) Service employees who were hired to work under a Federal service contract and one or more nonfederal service contracts as part of a single job, provided that the service employees were not deployed in a manner that was designed to avoid the purposes of this subpart.
 - (5) Employment Eligibility Verification (Clause 10-18). All solicitations, contracts and IGCs; unless one, or more, of the following conditions exists:
 - (i) Are only for work that will be performed outside the United States;
 - (ii) Are for a period of performance of less than 120 days; or
 - (iii) Are only for:
 - (A) Commercially available off-the-shelf items;
 - (B) Items that would be COTS items, but for minor modifications (as defined in BPI 2.2); or
 - (C) Commercial services that are –
 - (iv) Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);

- (v) Performed by the COTS provider; and,
- (c) Are normally provided for that COTS item,
- (d) Are with other U.S. federal government agencies.

ADDITIONAL REQUIREMENTS FOR SUBCONTRACTS

(c) The Contractor shall include the requirements in the following clauses in its subcontracts when these clauses are included in the Bonneville contract for commercial items or services:

- (1) Paragraph (c) Examination of Record of this clause. This paragraph shall be included in all subcontracts, except the authority of the Inspector General under paragraph (c)(2) does not flow down; and
- (2) Those clauses contained in this paragraph (d) (2). Unless otherwise indicated below, the extent of the requirement shall be as identified by the clause:
 - (i) Contractor Employee Whistleblower Rights (Clause 3-10)
 - (ii) Utilization of Supplier Diversity Program Categories (Clause 8-3), if the subcontract offers further subcontracting opportunities
 - (iii) Equal Opportunity (Clause 10-1)
 - (iv) Affirmative Action for Workers with Disabilities (Clause 10-2)
 - (v) Employment Eligibility Verification (Clause 10-18), unless subcontracting for commercial items
 - (vi) Equal Opportunity for Veterans (Clause 10-19)
 - (vii) Employment Reports on Veterans (Clause 10-20)
 - (viii) Contract Work Hours and Safety Standards Act (Clause 10-21)
 - (ix) Combating Trafficking in Persons (Clause 10-25)
 - (x) Minimum Wage for Federal Contracts (Clause 10-28)
 - (xi) Subcontracting with Debarred or Suspended Entities (Clause 11-7), unless subcontracting for COTS items
 - (xii) Acceleration of Payments to Small Business Contractors (Clause 22-21)
 - (xiii) Nondisplacement of Qualified Workers (Clause 23-5)
- (3) Text of clauses incorporated by reference is available at:
<http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.

ORDER OF PRECEDENCE (28-21) (JUL 2013)(BPI 28.3.4(cc))

Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule of Pricing.

- (b) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Requirements Unique to Government Contracts clauses of this contract.
- (c) Solicitation provisions if this is a solicitation.
- (d) Other documents, exhibits, and attachments, including any license agreements for computer software.
- (e) The specification or statement of work.

**APPLICABLE LAW (28-22)
(JUL 2013)(BPI 28.3.4(dd))**

United States law will apply to resolve any claim of breach of this contract.

**INTERNET PROTOCOL VERSION 6 (28-23)
(JUL 2013)(BPI 28.3.4(ee))**

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

Should the Contractor find that the Statement of Work/Specifications of this contract do not conform to IPv6 standards, it must notify the Contracting Officer of such nonconformance and act in accordance with the instructions of the Contracting Officer.

UNIT 2 – OTHER CLAUSES

PRIVACY ASSURANCE (5-1) (MAR 2018)(BPI 5.1.4 (a))

The contractor acknowledges and agrees that, in the course of its contract with Bonneville, contractor may receive or access personally identifiable information (PII) belonging to Bonneville. Contractor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PII will comply with all applicable privacy laws and regulations, including the Privacy Act (5 U.S.C. § 552a), the E-Government Act (44 U.S.C. § 101), and DOE regulations (10 CFR § 1008, et seq.). Contractor is responsible for the actions and omissions of its employees for the handling of PII. The contractor agrees not to share PII with any entity not explicitly authorized by the contract. The contractor agrees to report any security breach of PII within 24 hours of discovery of the breach. The contractor shall seek express consent from Bonneville before storing any PII on data servers, including redundant servers, which reside outside of the United States.

ORDERING (7-18) (MAR 2018) (BPI 7.6.6(a))

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 January 2020 through 30 December 2022.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or a task order and this contract, the contract shall control.
- (c) If mail, a delivery order or task order is considered “issued” when Bonneville deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods on if authorized in the Schedule.

ORDER LIMITATIONS (7-19) (MAR 2018) (BPI 7.6.6(b))

- (a) Minimum order. When Bonneville requires supplies or services covered by this contract in an amount less than \$1,000 Bonneville is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor –
 - (1) Any order for a single item in excess of \$30,000,000;
 - (2) Any order for a combination of items in excess of \$40,000,000; or
 - (3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.
- (c) Notwithstanding paragraph (b) of this section, the Contractor shall honor any order exceeding the maximum order limitation in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, Bonneville may acquire the supplies or services from another source.

INDEFINITE QUANTITY (7-22) (MAR 2018) (BPI 7.6.6(d))

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to Bonneville, when and if ordered, the supplies or services specified in

the Schedule up to and including the quantity designated in the Schedule as the "maximum." Bonneville shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. Bonneville may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the period of performance has expired.

**OPTION TO EXTEND SERVICES (7-39)
(MAR 2018) (BPI 7.9.8(f))**

Bonneville may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one business day of contract expiration.

**OPTION TO EXTEND THE TERM OF THE CONTRACT (7-40)
(MAR 2018) (BPI 7.9.8(g))**

- (a) Bonneville may extend the term of this contract by written notice to the Contractor; provided that Bonneville gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit Bonneville to an extension.
- (b) If Bonneville exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause; shall not exceed 10 years and six months.

**LIQUIDATED DAMAGES – SMALL BUSINESS SUBCONTRACTING PLAN (8-5)
(MAR 2018) (BPI 8.3.4.1(b))**

- () "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the subcontracting plan approved under this contract, or willful or intentional action to frustrate the plan.
- (a) If the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides that the Contractor failed to make a good faith effort to comply with its subcontracting plan, the Contractor shall pay Bonneville liquidated damages in an amount stated. The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the contractor failed to achieve each subcontract goal, or in the case of a commercial products plan, that portion of the dollar amount allocable to the Bonneville contract by which the Contractor failed to achieve each subcontract goal.
- (b) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If the Contracting Officer finds that the contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (c) With respect to approved commercial products plans, i.e., company-wide or division-wide subcontracting plans, the Contracting Officer of the agency that originally approved the plan will exercise the functions of the

Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.

- (d) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (e) Liquidated damages shall be in addition to any other remedies that the Government may have.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(MAR 2018)(BPI 14.1.5(b))

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's 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; (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of Bonneville; 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.

BANKRUPTCY (14-18)
(Oct 2005)(BPI 14.19.3)

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 identity 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.

POST AWARD ORIENTATION (14-19)
SEP 2007) (BPI 14.5.3.3)

The successful offeror will be required to participate in a post award orientation as designated by the Contracting Officer.

WORK ON A GOVERNMENT INSTALLATION (16-7)
(MAR 2018) (BPI 16.4.8.1)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in this contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective –
 - (1) For such period as the laws of the State in which this contract is performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

- (d) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**MINIMUM INSURANCE COVERAGE (16-8M)
(MAR 2018) (BPI 16.4.8.2)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract.

- a) Workers' compensation and employer's liability. Worker's compensation and employer's liability insurance as required by applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical to require this coverage. The employer's liability coverage shall be at least \$1,000,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- b) Commercial general liability. Comprehensive general (bodily injury) liability insurance of at least \$1,000,000 per occurrence.
- c) Automobile liability. Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$2,000,000 per occurrence. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- d) Pollution liability. The Contractor shall provide environmental impairment liability insurance of at least \$5,000,000 per occurrence. Such insurance will include coverage for the clean-up, removal, storage, disposal, transportation and/or use of pollutants. The insurance policy shall name BPA, its officials, officers, employees and agents as additional insureds. The contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville.
- e) Professional liability. The Contractor shall provide professional liability insurance. Coverage shall be at least \$1,000,000 per occurrence for claims arising out of negligent acts, errors or omissions.
- f) The Contractor's policy shall be primary and shall not seek any contribution from any insurance or self-insurance programs of Bonneville. The Contractor's insurance certificate shall contain a waiver of subrogation in favor of Bonneville. Where allowable, Contractor's insurance will name Bonneville and its agents, officers, directors and employees as additional insured's.

**CONTRACTOR USE OF GOVERNMENT-OWNED VEHICLES (19-3)
(MAR 2018)(BPI 19.8.1)**

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

**RELEASE OF CLAIMS (21-4)
(MAR 2018)(BPI 21.3.10.1)**

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 Bonneville arising out of the contract, other than claims specifically excepted from the operation of the release.

**WASHINGTON STATE SALES AND USE TAXES (22-17)
(MAR 2018)(BPI 22.5.6(C))**

- (b) The Supreme Court has ruled that the Washington State Sales and Use Taxes apply to Federal contracts. Therefore, it is the responsibility of the offerors to take Washington State Tax Statutes into account when preparing their offers.
- (c) Offerors should not take into account or include a factor for the State of Washington Sales or Use Tax which may be levied on Government-furnished materials or equipment in connection with performance of this contract. Any assessment by the State of Washington against the contractor shall be reported immediately to the CO. The contractor shall be reimbursed by Bonneville for payment of any tax authorized to be paid by the CO by an appropriate contract modification. The reimbursement shall be limited to the actual tax amount assessed by the State of Washington. The contractor hereby authorizes Bonneville to enter into such negotiations and arrangements with the State of Washington as it may deem appropriate in resolving the amount of applicable tax(es).

**STATE OF IDAHO USE TAX (22-18)
(MAR 2018)(BPI 22.5.6(D))**

The State of Idaho may endeavor to impose a use tax on the value of Government-furnished materials on this contract. Offerors should not include in their offers any factor for this tax. In the event the State of Idaho purports to assess or levy such a tax, the Contractor shall immediately submit copies of any documents reflecting such assessment or levy to the CO. Any inquiries from the State of Idaho relating to the value of equipment or materials furnished by Bonneville shall be referred to the CO. The Contractor shall not make any payments to the State of Idaho on account of such taxes unless authorized by the CO.

**LIMITATION ON TRAVEL COSTS (22-50)
(MAR 2018)**

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 the Bonneville Purchasing Instructions, Appendix 13A, and "Contract Cost Principles for Commercial Organizations". 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: <https://www.gsa.gov/policy-regulations/regulations/federal-travel-regulation/federal-travel-regulation-and-related-files>

**CONTINUITY OF SERVICES (23-1)
(MAR 2018)(BPI 23.1.7(a))**

- (b) The Contractor recognizes that the services under this contract are vital to Bonneville and must be continued without interruption and that, upon contract expiration, a successor, either Bonneville or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (c) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall be subject to the Contracting

Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at a high level of proficiency.

- (d) The Contractor shall also disclose necessary personnel records and allow the successor to conduct on-site interviews. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (e) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**KEY PERSONNEL (23-2)
(SEP 1998)(BPI 23.1.7(b))**

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.

**UNAUTHORIZED REPRODUCTION OR USE OF COMPUTER SOFTWARE (23-3)
(MAR 2018)(BPI 23.2.1)**

The contractor shall hold Bonneville 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.

UNIT 3 – SAFETY AND SECURITY CLAUSES

CLEAN AIR AND WATER (15-1) (JUL 2013)(BPI 15.1.3)

Facilities listed on the Environmental Protection Agency List of Violating Facilities shall not be used in the performance of this contract. The contractor agrees to meet Clean Air and Water standards as identified in 42 U.S.C. 7401 et seq., Executive Order 11738, and any implementation plan described in 42 U.S.C. 1342 as well as local government with pretreatment regulations (33 U.S.C. 1317). The contractor shall comply with all requirements of the Clean Air Act (42 U.S.C. 7414) and the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, and all regulations and guidelines.

PROPERTY PROTECTION (15-3M) (MAR 2018)(BPI 15.6.4.1(C))

- (a) The Contractor shall construct and maintain such temporary fences, gates and other facilities as shall be necessary for preservation of crops, control of livestock, and protection of property. Before cutting a fence, the Contractor shall take necessary precautions to prevent the loss of tension in or damage to adjacent portions of the fence. The Contractor shall immediately replace all fencing and gates that it cuts, removes, damages, or destroys with new materials to the original standard, with the exception that undamaged gates may be reused.
- (b) The Contractor shall comply with the request of the property owner relative to leaving gates open or closed.
- (c) The Contractor shall use all necessary precautions to avoid the destruction of surveying markers such as section corners, witness trees, property corners, mining claim markers, bench markers, triangulation stations, and the like. If any such marker must be destroyed, the Contractor shall first notify the agency responsible for the marker, as well as the CSR, and assume all responsibility for replacing markers.
- (d) The Contractor shall use care to prevent unnecessary damage caused by performance of its work to property in or near the work area. Unnecessary damage is that which can be avoided through efficient and careful performance of the work in a careful manner, taking into account the land rights which have been secured. If the Contractor damages any property, the contractor shall at once notify the owner or custodian and shall make or arrange to make prompt and full restitution.
- (e) Maps and specifications provided by Bonneville may not give the location of all water supply, drainage, irrigation, and other underground facilities. Prior to entering a tract of land for contract purposes, the Contractor shall ascertain from the property owner or other reasonably available source the location of any irrigation system, domestic water system, source of water, and drainage system existing on the property, whether serving that property or other property. The Contractor shall avoid damaging or obstructing these facilities or polluting water supplies.
- (f) The Contractor shall hold Bonneville harmless from any and all suits, actions, and claims for damages, including environmental impairment, to property arising from any act or omission of the contractor, its subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work or operations under this contract.
- (g) The Contractor shall indemnify and hold harmless the property owners or parties lawfully in possession against all claims or liabilities asserted by third parties, including all governmental agencies, resulting directly or indirectly from the Contractor's wrongful or negligent acts or omissions.

CONTRACTOR COMPLIANCE WITH BONNEVILLE POLICIES (15-4) (MAR 2018)(BPI 15.3.1.1(a))

- (a) The contractor shall comply with all Bonneville policies affecting the Bonneville workplace environment. Examples of specific policies are:

Bonneville Smoking Policy (Bonneville Policy 440-1),

Use of Alcoholic Beverages, Narcotics, or Illegal Drug Substances on Bonneville Property or When in Duty Station (BPAM 400/792C),

Firearms and Other Weapons (BPAM 1086),

Standards of conduct regarding transmission information (BPI 3.2),
Identification Badge Program (Bonneville Security Standards Manual, Chapter 200-3)
Information Protection (Bonneville Policy 433-1),
Safeguards and Security Program (Bonneville Policy 430-1);
Managing Access and Access Revocation for NERC CIP Compliance (Bonneville Policy 430-2);
Cyber Security Program(Bonneville Policy 434-1),
Business Use of Bonneville Technology Services (BPAM Chapter 1110),
Prohibition on soliciting or receiving donations for a political campaign while on federal property (18 U.S.C. § 607),
Guidance on Violence and Threatening Behavior in the Workplace (DOE G 444-1-1),
Inspection of persons, personal property and vehicles (41 CFR § 102-74.370),
Preservation of property (41 CFR § 102-74.380),
Compliance with Signs and Directions (41 CFR § 102-74.385),
Disturbances (41 CFR § 102-74.390),
Gambling Prohibited (41 CFR § 102-74.395),
Soliciting, Vending and Debt Collection Prohibited (41 CFR § 102-74.410),
Posting and Distributing Materials (41 CFR § 102-74.415)
Photographs for News, Advertising or Commercial Purposes (41 CFR § 102-74.420), and
Dogs and Other Animals Prohibited (41 CFR § 102-74.425).

(c) 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.

**PROTECTION OF EXISTING VEGETATION, STRUCTURES, AND IMPROVEMENTS (15-5)
(SEP 1998)(BPI 15.6.4.1(D))**

The Contractor shall preserve and protect all structures, equipment, utilities, other improvements, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workers, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the CO's representative.

If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

**HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (15-6)
(MAR 2018)(BPI 15.4.2)**

- (a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313C, for all hazardous material 5 days before delivery of the material whether or not it is listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.
- (b) "Hazardous material," as used in this clause, is as defined in Federal Standard, No. 313C, in effect on the date of this contract.
- (c) Neither the requirements of this clause nor any act or failure to act by Bonneville shall relieve the Contractor of any responsibility or liability for the safety of Bonneville, Contractor, or subcontractor personnel or property.
- (d) The Contractor shall comply with applicable Federal, state, and local laws, codes, ordinances, and with regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase orders) under this contract involving hazardous material.

**CONTRACTOR SAFETY AND HEALTH (15-12)
(MAR 2018)(BPI 15.6.4.1(a))**

- (a) The Contractor shall furnish a place of employment that is free from recognized hazards that cause or have the potential to cause death or serious physical harm to employees; and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-598). Contractor employees shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
 - (1) All construction contractors working on contracts in excess of \$100,000 shall comply with Department of Labor Contract Work Hours and Safety Standards (40 U.S.C. § 3701 et seq.).
 - (2) The Contractor shall comply with:
 - (i) National Fire Protection Association (NFPA) National Fire Codes for fire prevention and protection applicable to the work or facility being occupied or constructed;
 - (ii) NFPA 70E, *Standard for Electrical Safety in the Workplace*;
 - (iii) American Conference of Governmental Industrial Hygiene *Threshold Limit Values for Chemical Substances and Physical Agents* and Biological Exposure Indices; and,
 - (iv) Any additional safety and health measures identified by the Contracting Officer.
 - (3) This clause does not relieve the Contractor from complying with any additional specific or corporate safety and health requirements that it determines to be necessary to protect the safety and health of employees.
- (b) The Contractor bears sole responsibility for ensuring that all contractor's workers performing contract work possess the necessary knowledge and skills to perform the work correctly and safely. The Contractor shall make any training and certification records necessary to demonstrate compliance with this requirement available for review upon request by Bonneville.
- (c) The Contractor shall hold Bonneville and any other owners of the site of work harmless from any and all suits, actions, and claims for injuries to or death of persons arising from any act or omission of the Contractor, its

subcontractors, or any employee of the Contractor or subcontractors, in any way related to the work under this contract.

- (d) The Contractor shall immediately notify the Contracting Officer (CO), the Contracting Officer's Representative (COR), and the Safety Office by telephone at (360) 418-2397 of any death, injury, occupational disease or near miss arising from or incident to performance of work under this contract.
- (1) The Bonneville Safety Office business hours are 7:00 AM to 4:00 PM Pacific Time. If the Safety Office Officials are not available to take the phone call the contractor shall leave a voicemail that includes the details of the event, and the Contractor's contact information. The Contractor shall periodically repeat the phone call to the Safety Office until the Contractor is able to speak directly with a Bonneville Safety Official.
 - (2) The Contractor shall follow up each phone call notification with an email to SafetyNotification@bpa.gov immediately for any fatality or within 24 hours for non-fatal events.
 - (3) The Contractor shall complete Bonneville form 6410.15e Contractor's Report of Personal Injury, Illness, or Property Damage Accident and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
 - (4) In the case of a Near Miss Incident that does not involve injury, illness, or property damage, the Contractor shall complete Bonneville Form 6410.18e Contractor's Report of Incident/Near Miss and submit the form to the CO, COR, and Safety Office within five (5) working days of such an occurrence. The Contractor shall include photographs and witness statements with the report.
- (e) Notification of Imminent Danger and Workers Right to Decline Work
- (1) All workers, including contractors and Bonneville employees, are responsible for identifying and notifying other workers in the affected area of imminent danger at the site of work. Imminent danger is any condition or practice that poses a danger that could reasonably be expected to cause death or severe physical hardship before the imminence of such danger could be eliminated through normal procedures.
 - (2) A contract worker has the right to ask, without reprisal, their onsite management and other workers to review safe work procedures and consider other alternatives before proceeding with a work procedure. Reprisal means any action taken against an employee in response to, or in revenge for, the employee having raised, in good faith, reasonable concerns about a safety and health aspect of the work required by the contract.
 - (3) A contract worker has the right to decline to perform tasks, without reprisal, that will endanger the safety and health of themselves or of other workers.
 - (4) The Contractor shall establish procedures that allow workers to cease or decline work that may threaten the safety and health of the worker or other workers.
- (f) Bonneville encourages all contractor workers to raise safety and health concerns as a way to identify and control safety hazards. The Contractor shall develop and communicate a formal procedure for submittal, resolution, and communication of resolution and corrective action to the worker submitting the concern. The procedure shall (1) encourage workers to identify safety and health concerns directly to their supervisor and employer using the employer's reporting process; and (2) inform workers that they may raise safety concerns to Bonneville or the State OSHA. Workers may notify the Safety Office at (360) 418-2397 if the employer's work process does not resolve the worker's safety and health concern. Bonneville may coordinate the response to a contractor worker's safety and health concerns with the State OSHA when necessary to facilitate resolution.
- (g) Bonneville employees may direct the contractor to stop a work activity due to safety and health concerns. The Bonneville employee shall notify the Contractor orally with written confirmation, and request immediate

initiation of corrective action. After receipt of the notice the Contractor shall immediately take corrective action to eliminate or mitigate the safety and health concern. When a Bonneville employee stops a work activity due to a safety and health concern the Contractor shall immediately notify the CO, provide a description of the event, and identify the Bonneville employee that halted the work activity. The Contractor shall not resume the stopped work activity until authorization to resume work is issued by a Bonneville Safety Official. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule when Bonneville stops a work activity due to safety and health concerns that occurred under the Contractor's control.

- (h) The Contractor shall keep a record of total monthly labor hours worked at the site of work. The Contractor shall include a separate calculation of the monthly total labor hours for each subcontractor in the contractor's monthly data. Upon request by the CO, COR or Bonneville Safety Office, the Contractor shall provide the total labor hours for a completed month to Bonneville no later than the 15th calendar day of the following month. The requestor shall identify the required reporting format and procedures.
- (i) The Contractor shall include this clause, including paragraph (i) in subcontracts. The Contractor may make appropriate changes in the designation of the parties to reflect the prime contractor--subcontractor arrangement. The Contractor is responsible for enforcing subcontractor compliance with this clause.

**CONTRACTOR SAFETY AND HEALTH REQUIREMENTS (15-13)
(MAR 2018)(BPI 15.6.4.1(b))**

- (a) The Contractor shall prepare a site specific safety plan (SSSP) and submit the SSSP to the Contracting Officer (CO) or the CO's designee. The Contractor is prohibited from performing on site work without written authorization from the CO. The CO is prohibited from issuing an authorization to proceed with on-site work until the Bonneville Safety Office has reviewed the SSSP and any concerns are resolved.
- (b) The Contractor shall follow the work procedures provided in the *Contractor Safety and Health Requirements for Prime and Subcontractors*. The full text of the *Contractor Safety and Health Requirements for Prime and Subcontractors* is available at <http://www.bpa.gov/Doing%20Business/purchase/Pages/default.aspx>.
- (c) The Contractor shall include this clause in all subcontracts.

**SCREENING REQUIREMENTS FOR PERSONNEL HAVING ACCESS TO BONNEVILLE FACILITIES (15-15)
(MAR 2018) (BPI 15.7.2.1)**

- (a) The following definitions shall apply to this contract:
 - (1) "Access" means the ability to enter Bonneville facilities as a direct or indirect result of the work required under this contract.
 - (2) "Sensitive unclassified information" means information requiring a degree of protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosures, alteration, or restriction. Sensitive unclassified information may include, but is not limited to: personnel data maintained in systems or records subject to the Privacy Act of 1974, Pub. L. 93-579 (5 U.S.C. 552a); proprietary business data (18 U.S.C. 1905) and the Freedom of Information Act (5 U.S.C. 552); unclassified controlled information (42 U.S.C. 2168, DOE Order 471.3), and critical infrastructure information, energy supply data; economic forecasts; and financial data.
- (b) Bonneville personnel screening activities are based on the Homeland Security Presidential Directive 12 (HSPD-12), and DOE rules and guidance as implemented at Bonneville. 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 Bonneville with information to determine an individual's initial eligibility or continued eligibility for access to Bonneville 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 Bonneville 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 Bonneville 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 Bonneville facilities and/or computer systems is an acceptable risk which will not lead to improper use, manipulation, alteration, or destruction of Bonneville property or data, including unauthorized disclosure. Positive findings in any of these areas shall be sufficient grounds to deny access.
- (1) Any behavior, activities, or associations which may show the individual is not reliable or trustworthy;
 - (2) Any deliberate misrepresentations, falsifications, or omissions of material facts;
 - (3) Any criminal, dishonest or immoral conduct (as defined by local Law), or substance abuse; or
 - (4) Any illness, including any mental condition, of a nature which, in the opinion of competent medical authority, may cause significant defect in the judgment or reliability of the employee, with due regard to the transient or continuing effect of the illness and the medical findings in such case.
- (e) If the NACI screening process described above prompts a determination to disapprove access, Bonneville 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 COR 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 Bonneville's information resources must participate annually in a Bonneville-furnished information resources security training course.
- (i) The contractor is responsible for obtaining from its employees any Bonneville-issued identification and/or access cards immediately upon termination of an employee's employment with the contractor, and for returning it to the COR, 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 Bonneville facilities and/ or computer systems.

ACCESS TO BONNEVILLE FACILITIES AND COMPUTER SYSTEMS (15-16)
(MAR 2018)(BPI 15.8.3)

- (b) Contract workers with unescorted physical access to a Bonneville facility and/ or computer system shall follow the applicable procedures and requirements:
- (1) Bonneville Policy 434-1: Cyber Security Program;
 - (2) Bonneville Policy 430-2: Managing Access and Access Revocation for NERC CIP Compliance;
 - (3) Bonneville Policy 433-1: Information Security;
 - (4) Bonneville Control Center document, Dittmer Control Center Access – Frequently Asked Questions;
 - (5) If unescorted access to energized facilities, Bonneville Substation Operations Rules of Conduct Handbook: Policies and Procedures, Permits, Energized Access, and Clearance Certifications; and
 - (6) Additional requirements and procedures may be included in the statement of work and the technical specifications.
- (c) Notifying Bonneville of Contractor Personnel Changes:
- (1) The Contractor shall notify Bonneville within four (4) hours when a worker with unescorted physical access to a Bonneville facility or computer system is re-assigned to non-Bonneville work, terminates their employment with the contractor, or is removed for cause.
 - (2) The Contractor shall send notification to Bonneville Security Services by email to Revoke@bpa.gov or call (503) 230-3779 to provide notification.
 - (3) The Contractor shall provide written notification to the Contracting Officer, and if assigned the Contracting Officer's Representative, confirming that notification required in the above subsection (2) occurred and surrender the physical badge and computer access assets within 24 hours.
- (d) The provisions of this clause shall be included in all subcontracts where workers have unescorted access to Bonneville facilities or computer system access.

INFORMATION ASSURANCE (15-17)
(MAR 2018) (BPI 15.9.4)

- (a) In performance of this contract, the Contractor shall protect all information, data and information systems under its management and control at all times commensurate with the risk and magnitude of harm that could result to Federal security interests and Bonneville's missions and programs resulting from a loss or unauthorized disclosure of confidentiality, availability, and integrity of information, data or systems.
- (b) At a minimum, the Contractor shall safeguard Bonneville's information, data or systems commensurate with the minimum protection requirements set forth by the National Institute of Standards and Technology (NIST) in the Federal Information Processing Standard (FIPS) Publication 199 for a "low" categorization. If the contract Statement of Work or specifications document identifies a higher categorization of either "moderate" or "high", the contractor shall additionally comply with the requirements identified for the higher categorization in the Statement of Work or specifications document
- (c) The Bonneville Chief Information Officer (CIO), or representative, shall have the right to examine, audit, and reproduce any of the Contractor's pertinent information security and/or data security plan or program.
- (d) The Contractor, at its sole expense, shall address and correct any deficiencies and/or noncompliance with the terms of the contract as identified by Bonneville.

(e) The Contractor shall include the requirements of this clause 15-17 in all subcontracts.

HOMELAND SECURITY (15-18)
(MAR 2018) (BPI 15.10.3)

- (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 Bonneville to determine if the foreign country is on the Sensitive Country List or is a Terrorist Country as determined by the United States Department of State. Bonneville will notify the Contractor in writing whether or not it can allow an intangible export of Bonneville's Critical 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 Bonneville Critical Information. Bonneville will approve or reject consultation with the third party.
- (c) Notification of Security Incident. The Contractor shall immediately notify Bonneville's Office of the Chief Information Officer (OCIO) Chief Information Security Officer (CISO) of any security incident and cooperate with Bonneville 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. Bonneville 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.

SAFETY VERIFICATION SUBSCRIPTION (15-52)
(MAR 2018)

- (b) The Contractor agrees to maintain, a subscription with Bonneville's third party safety verification provider for the duration of this Contract. For subscription information, please visit <http://www.bpa.gov/Doing%20Business/Pages/Contractor-Safety.aspx>. The information requested will assist Bonneville in evaluation of the health, safety and environmental performance of the Contractor.
- (c) A minimum safety rating of "C" is required for performing the services requested in this contract. Depending on the size of this contract action and other scope-specific factors, contractors with a rating of "C" may be required by Bonneville to provide safety risk mitigation at no cost. This mitigation may include a requirement to have a full time safety professional at the contract location during the performance of the work.
- (d) In the event that the Contractor's safety rating falls below a "C" rating, Contractor shall promptly take all steps necessary to improve the rating to maintain a rating of "C" or better during the performance of the Contract. If the Contractor does not improve such rating within 30 days after the issuance of the rating, Contractor shall be considered to have an unacceptable safety performance rating and the Contracting Officer shall determine the course of action, up to and including contract termination.
- (e) Bonneville makes no representation about the quality of services being performed by the third party safety verification provider. The use of information obtained from the third party safety verification provider in connection with this contract shall not constitute, nor be construed as, an assumption of responsibility or liability for safety under the Contract by Bonneville. Use of information obtained by Bonneville does not relieve Contractor from its legal and contractual obligations. The third party safety verification provider is an independent contractor and is not an agent of Bonneville. Any acts or omissions by the third party safety verification provider shall not be considered an act or omission of Bonneville.

UNIT 4 – LABOR CLAUSES

SERVICE CONTRACT LABOR STANDARDS (10-3) (MAR 2018)(BPI 10.2.2.3)

(a) Definitions. As used in this clause-

- (1) "Act" means the Service Contract Labor Standards statute (41 U.S.C. § 6701-6707, et seq.).
- (2) "Contractor" when used in any subcontract, shall include the subcontractor, except in the term "Bonneville Prime Contractor."
- (3) "Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all service persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.
- (4) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR Part 4.

(b) Compensation.

- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.
- (2)
 - (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee not listed therein which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits which are determined pursuant to the procedures in this paragraph (c).
 - (ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer (CO) no later than 30 days after the unlisted class of employee performs any contract work. The CO shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the CO within 30 days of receipt that additional time is necessary.
 - (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
 - (iv) Establishing rates.

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination, depending upon the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contract succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the CO of the action taken, but the other procedures in paragraph (c)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits, which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of compensation. If the term of this contract is more than one year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after one year and not less often than once every two years, under wage determinations issued by the Wage and Hour Division.

(c) Obligation to furnish fringe benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments only in accordance with Subpart D of 29 CFR Part 4.

(d) Minimum wage. In the absence of a wage determination for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

- (e) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality, and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the wage determination for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR Part 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR Part 4.10, that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR Part 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for similar services in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (f) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.
- (g) Safe and sanitary working conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health and safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (h) Records.
- (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for three years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act:
- (A) Name, address and social security number;
- (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payment in lieu of fringe benefits and total daily and weekly compensation;
- (C) Daily and weekly hours worked by each employee; and

- (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
- (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (iii) of this clause. A copy of the report required by subdivision (c) (2) (IV) (B) of this clause will fulfill this requirement.
- (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.
- (3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the CO, upon direction of the Department of Labor and notification of the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.
- (4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (i) Pay periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (j) Withholding of payments and termination of contract. The CO shall withhold or cause to be withheld from the Bonneville prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests, or such sums as the CO decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the CO may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Bonneville may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.
- (k) Subcontracts. The Contractor agrees to include this clause in all subcontracts subject to the Act.
- (l) Collective bargaining agreements applicable to service employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Bonneville prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Bonneville prime contractor shall report such fact to the CO, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance on the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.
- (m) Seniority Lists. Not less than ten days prior to completion of any contract being performed at a Bonneville facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (29 CFR Part 4.173), the incumbent prime contractor shall furnish to

the CO a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The CO shall provide this list to the successor contractor at the commencement of the succeeding contract.

- (n) Rulings and interpretations. Rulings and interpretations of the Act are contained in 29 CFR Part 4.
- (o) Contractor's certification
 - (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code. 18 U.S.C. 1001.
- (p) Variations, tolerances and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.
 - (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.
- (q) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS) U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.
- (r) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum

wage required by section 2(a) (1) or section 2(b) (1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and regulations, 29 CFR Part 531. However, the amount of the credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
 - (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (s) Disputes concerning labor standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes concerning labor standards requirements within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.

**FAIR LABOR AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (10-4)
(MAR 2018)(BPI 10.2.3.3.2)**

- (a) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under paragraph (d) below.
- (b) The minimum monetary wages and fringe benefits required to be paid or furnished to service employees under this contract as set forth in the wage determination, shall be subject to adjustment if (1) the period of performance of this contract exceeds two years, (2) the contract contains option provisions specifying that a differing wage determination shall apply thereto, (3) an amendment to the Fair Labor Standards Act is enacted revising the minimum wage rate, (4) a contract modification significantly changes the nature of the work, or, (5) the Department of Labor otherwise directs.
- (c) The contract price or contract unit priced labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with the new rates, or the decrease is voluntarily made by the Contractor.
- (d) Any such adjustment shall be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, material costs, overhead, or profit. (For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour.)
- (e) The Contractor shall notify the Contracting Officer (CO) of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the CO. The Contractor shall promptly notify the CO of any decrease under this clause, but nothing in the clause shall preclude the Bonneville from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the CO may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on, or determination of, any such adjustment and its effective date.

- (f) The CO or an authorized representative shall have access to and the right to examine any pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

**SERVICE CONTRACT WAGE DETERMINATION (10-5)
(Oct 2014) (BPI 10.2.2.3(b))**

The wage determination(s) referred to in the clause 10-3, Service Contract Labor Standards, are incorporated into the contract, and are identified as follows and includes three CBA Wage Determinations and Standard Wage Determinations.

Decision Number: CBA-2016-0000 Date: 07/01/2016 Refer to Exhibit A
Last Modification Number: 0 Area: Clark

Employed on Bonneville Power Administration contract for Custodial Services. Collective Bargaining Agreement between contractor: *Township United Building Services LLC*, and union: *Service Employees International Union Local 49*, effective 7/1/2016 through 6/30/2020. In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Decision Number: CBA-2015-8244 Date: 4/01/2017 Refer to Exhibit B
Last Modification Number: 1 Area: Multnomah

Employed on Bonneville Administration Contract for Custodial Services. Collective Bargaining Agreement between contractor: *Centerra Integrated Facilities Services*, and union: *Services Employees International Union Local 49*, effective 4/1/2017 through 3/31/2020. In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

Decision Number: CBA-2015-8245 Date: 4/01/2017 Refer to Exhibit B
Last Modification Number: 1 Area: Clark

Employed on Bonneville Administration Contract for Custodial Services. Collective Bargaining Agreement between contractor: *Centerra Integrated Facilities Services*, and union: *Services Employees International Union Local 49*, effective 4/1/2017 through 3/31/2020. In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

WD	Rev #	Rev Date	State	County
2015-5589	9	12/26/2018	Oregon	Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
2015-5567	7	12/26/2018	Oregon	Benton
2015-5563	7	12/26/2018	Oregon, Washington	Oregon: Clackamas, Columbia, Multnomah, Washington, Yamhill Washington: Clark, Skamania
2015-5577	9	12/26/2018	Oregon	Clatsop, Tillamook

WD	Rev #	Rev Date	State	County
2015-5579	7	12/26/2018	Oregon	Coos, Curry, Douglas
2015-5581	9	12/26/2018	Oregon	Crook, Jefferson, Klamath, Lake
2015-5565	7	12/26/2018	Oregon	Deschutes
2015-5789	9	12/26/2018	Oregon	Gilliam
2015-5583	9	12/26/2018	Oregon	Hood River, Sherman, Wasco
2015-5571	7	12/26/2018	Oregon	Jackson
2015-5787	7	12/26/2018	Oregon	Josephine
2015-5569	7	12/26/2018	Oregon	Lane
2015-5575	9	12/26/2018	Oregon	Lincoln
2015-5587	7	12/26/2018	Oregon	Linn
2015-5573	7	12/26/2018	Oregon	Marion, Polk
2015-5559	7	12/26/2018	Washington	Adams, Ferry, Garfield, Grant, Lincoln, Whitman
2015-5521	9	12/26/2018	Washington	Asotin
2015-5527	7	12/26/2018	Washington	Benton, Franklin
2015-5541	7	12/26/2018	Washington	Chelan, Douglas
2015-5545	9	12/26/2018	Washington	Clallam, Jefferson
2015-5813	9	12/26/2018	Washington	Columbia
2015-5529	7	12/26/2018	Washington	Cowlitz
2015-5551	9	12/26/2018	Washington	Gray's Harbor, Mason
2015-5547	9	12/26/2018	Washington	Island, San Juan
2015-5535	7	12/26/2018	Washington	King, Snohomish

WD	Rev #	Rev Date	State	County
2015-5525	8	12/26/2018	Washington	Kitsap
2015-5557	9	12/26/2018	Washington	Kittitas, Okanogan
2015-5555	9	12/26/2018	Washington	Klickitat
2015-5553	9	12/26/2018	Washington	Lewis
2015-5549	9	12/26/2018	Washington	Pacific, Wahkiakum
2015-5537	7	12/26/2018	Washington	Pend Oreille, Spokane, Stevens
2015-5539	9	12/26/2018	Washington	Pierce
2015-5531	7	12/26/2018	Washington	Skagit
2015-5533	7	12/26/2018	Washington	Thurston
2015-5561	9	12/26/2018	Washington	Walla Walla
2015-5523	7	12/26/2018	Washington	Whatcom
2015-5543	7	12/26/2018	Washington	Yakima
2015-5399	7	12/26/2018	Montana	Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis and Clark, Madison, Meagher, Park, Powell, Silver Bow, Sweet Grass, Yellowstone National Park
2015-5397	7	12/26/2018	Montana	Big Horn, Blaine, Chouteau, Fergus, Glacier, Hill, Judith Basin, Liberty, Musselshell, Petroleum, Pondera, Stillwater, Teton, Toole, Wheatland
2015-5389	7	12/26/2018	Montana	Carbon, Golden Valley, Yellowstone
2015-5395	7	12/26/2018	Montana	Carter, Custer, Daniels, Dawson, Fallon, Garfield, McCone, Phillips, Powder River, Prairie, Richland, Roosevelt, Rosebud, Sheridan, Treasure, Valley, Wibaux
2015-5391	7	12/26/2018	Montana	Cascade
2015-5401	7	12/26/2018	Montana	Flathead, Lake, Lincoln, Mineral, Ravalli, Sanders
2015-5393	7	12/26/2018	Montana	Missoula

WD	Rev #	Rev Date	State	County
2015-5503	7	12/26/2018	Idaho	Ada, Boise, Canyon, Gem, Owyhee
2015-5513	7	12/26/2018	Idaho	Adams, Elmore, Payette, Valley, Washington
2015-5509	7	12/26/2018	Idaho	Bannock
2015-5517	7	12/26/2018	Idaho	Bear Lake, Bingham, Caribou, Clark, Custer, Fremont, Lemhi, Madison, Oneida, Power, Teton
2015-5511	7	12/26/2018	Idaho	Benewah, Bonner, Boundary, Clearwater, Idaho, Latah, Lewis, Shoshone
2015-5515	7	12/26/2018	Idaho	Blaine, Camas, Cassia, Gooding, Jerome, Lincoln, Minidoka, Twin Falls
2015-5507	7	12/26/2018	Idaho	Bonneville, Butte, Jefferson
2015-5499	9	12/26/2018	Idaho	Franklin
2015-5505	7	12/26/2018	Idaho	Kootenai
2015-5519	9	12/26/2018	Idaho	Nez Perce
2015-5495	7	12/26/2018	Utah	Beaver, Garfield, Iron, Kane
2015-5483	7	12/26/2018	Utah	Box Elder, Davis, Morgan, Weber
2015-5501	9	12/26/2018	Utah	Cache
2015-5497	7	12/26/2018	Utah	Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2015-5485	7	12/26/2018	Utah	Juab, Utah
2015-5493	7	12/26/2018	Utah	Millard, Piute, Sanpete, Sevier, Wayne
2015-5491	7	12/26/2018	Utah	Rich, Summit, Wasatch
2015-5489	7	12/26/2018	Utah	Salt Lake, Tooele
2015-5487	7	12/26/2018	Utah	Washington
2015-5591	7	12/26/2018	Nevada	Carson City
2015-5597	9	12/26/2018	Nevada	Churchill, Douglas, Lyon, Mineral

WD	Rev #	Rev Date	State	County
2015-5593	10	12/26/2018	Nevada	Clark
2015-5601	7	12/26/2018	Nevada	Elko, Eureka, Humboldt, Lander, Pershing, White Pine
2015-5599	9	12/26/2018	Nevada	Esmerelda, Lincoln, Nye
2015-5595	7	12/26/2018	Nevada	Storey, Washoe
2015-5623	8	12/26/2018	California	Alameda, Contra Costa
2015-5667	9	12/26/2018	California	Alpine
2015-5663	9	12/26/2018	California	Amador
2015-5605	7	12/26/2018	California	Butte
2015-5665	9	12/26/2018	California	Calaveras, Tuolumne
2015-5675	7	12/26/2018	California	Colusa, Glenn, Tehama
2015-5673	7	12/26/2018	California	Del Norte, Humboldt, Lake, Mendocino
2015-5631	8	12/26/2018	California	El Dorado, Placer, Sacramento, Yolo
2015-5609	8	12/26/2018	California	Fresno
2015-5607	8	12/26/2018	California	Imperial
2015-5669	9	12/26/2018	California	Inyo
2015-5603	9	12/26/2018	California	Kern
2015-5611	7	12/26/2018	California	Kings
2015-5679	9	12/26/2018	California	Lassen
2015-5613	11	12/26/2018	California	Los Angeles
2015-5615	7	12/26/2018	California	Madera
2015-5725	7	12/26/2018	California	Marin

WD	Rev #	Rev Date	State	County
2015-5661	9	12/26/2018	California	Mariposa
2015-5617	7	12/26/2018	California	Merced
2015-5677	9	12/26/2018	California	Modoc, Nevada, Plumas, Sierra, Siskiyou, Trinity
2015-5671	9	12/26/2018	California	Mono
2015-5633	7	12/26/2018	California	Monterey
2015-5621	7	12/26/2018	California	Napa
2015-5645	9	12/26/2018	California	Orange
2015-5629	9	12/26/2018	California	Riverside, San Bernardino
2015-5639	9	12/26/2018	California	San Benito
2015-5635	10	12/26/2018	California	San Diego
2015-5637	11	12/26/2018	California	San Francisco, San Mateo
2015-5653	7	12/26/2018	California	San Joaquin
2015-5643	7	12/26/2018	California	San Luis Obispo
2015-5647	7	12/26/2018	California	Santa Barbara
2015-5641	9	12/26/2018	California	Santa Clara
2015-5641	7	12/26/2018	California	Santa Cruz
2015-5627	7	12/26/2018	California	Shasta
2015-5655	7	12/26/2018	California	Solano
2015-5651	7	12/26/2018	California	Sonoma
2015-5619	9	12/26/2018	California	Stanislaus
2015-5659	7	12/26/2018	California	Sutter, Yuba

WD	Rev #	Rev Date	State	County
2015-5657	7	12/26/2018	California	Tulare
2015-5625	8	12/26/2018	California	Ventura
2015-5413	7	12/26/2018	Wyoming	Albany, Carbon, Converse, Goshen, Niobrara, Platte
2015-5407	7	12/26/2018	Wyoming	Big Horn, Fremont, Hot Springs, Park, Washakie
2015-5411	7	12/26/2018	Wyoming	Campbell, Crook, Johnson, Sheridan, Weston
2015-5405	7	12/26/2018	Wyoming	Laramie
2015-5409	7	12/26/2018	Wyoming	Lincoln, Sublette, Sweetwater, Teton, Uinta
2015-5403	7	12/26/2018	Wyoming	Natrona

**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (10-6)
(Oct 2014) (BPI 10.1.7.2)**

- (a) During the term of this contract, the contractor agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically. The notice shall include the information contained in the notice published by the Secretary of Labor in the Federal Register (Secretary's Notice).
- (b) The contractor will comply with all provisions of the Secretary's Notice, and related rules, regulations, and orders of the Secretary of Labor.
- (c) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor maybe declared ineligible for future Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13496. Such other sanctions or remedies may be imposed as are provided in Executive Order 13496, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.
- (d) The contractor will include the provisions of paragraphs (a) through (c) above in every subcontract entered into in connection with this contract (unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009), so that such provision will be binding upon each subcontractor. The contractor will take such action with respect to any such contract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: Provided, however, that if the contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONSTRUCTION WAGE RATE REQUIREMENTS (10-7)
(Oct 2014)(BPI 10.3.2.3(a))

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Construction Wage Rate Requirements statute on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled "Apprentices, Trainees, and Helpers." Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Construction Wage Rate Requirements (Davis-Bacon Act) poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) Additional wage classifications.

(1) The CO shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The CO shall approve an additional classification, and wage rate and fringe benefits therefore, only when all the following criteria have been met:

(i) Except with respect to helpers as defined in 29 CFR 5.2(n) (4), the work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(iv) With respect to helpers, such classification prevails in the area in which the work is performed.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the CO agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the CO to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the CO or will notify the CO within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the CO do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the CO shall refer the questions, including the views of all interested parties and the recommendation of the CO, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a

determination within 30 days of receipt and so advise the CO or will notify the CO within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) or (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification. Pending approval of the wage rate classification by the Wage and Hour Division per (b) (2) or (b) (3), the CO may unilaterally modify the contract to incorporate wage rates for interim use, as determined by the CO pursuant to (b) (1) of this clause. Whenever payment of such interim wage rate is made as prescribed by the CO pursuant to (b) (1), and the paid wage rate materially differs from the wage rate approved by the Wage and Hour Division pursuant to subparagraphs (b) (2) or (b) (3) of this clause, the CO shall make an equitable adjustment (upward or downward) in the contract price. The amount of the adjustment shall be the difference between the sum of interim wage rate paid and the wage rate approved by the Wage and Hour Division.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Construction Wage Rate Requirements statute have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

WITHHOLDING – LABOR VIOLATIONS (10-8)
(OCT 2014) (BPI 10.3.2.3(b))

The Contracting Officer (CO) may withhold, or cause to be withheld, from the Contractor under this contract, or any other federal contract with the same Prime Contractor, as much of the otherwise due payments, advances, or guarantee of funds, as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages and fringe benefits required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed, or working on the site of the work, all or part of the wages required by the contract, the CO may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

PAYROLLS AND BASIC RECORDS (10-9)
(OCT 2014) (BPI 10.3.2.3(c))

- (a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2) (B) (Construction Wage Rate Requirement statute)), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under paragraph (d) of Clause 10-7 Construction Wage Rate Requirements that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (b) Submission of payroll records to the Contracting Officer (CO) is not required under this contract unless specifically requested by the CO. Providing the payrolls, when requested, shall be prompt, and shall not be considered a change to the contract. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause for the periods identified by the CO. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (1) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify
- (2) That the payroll for the payroll period contains the information required to be maintained under paragraph of this clause and that such information is correct and complete;
- (i) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
- (ii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (b)(2) of this clause.
- (iv) The falsification of any of the above certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the CO or authorized representatives of the CO or the Department of Labor. The Contractor or subcontractor shall permit the CO or representatives of the CO or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the CO may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**APPRENTICES, TRAINEES, AND HELPERS (10-10)
(OCT 2014)(BPI 10.3.2.3(d))**

- (a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on

the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the DOL determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices.

(2) Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Helpers. Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedures set forth in paragraph (b) of the Contract Wage Rate Requirements clause. The allowable ratio of helpers to journeymen employed by the Contractor or subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words, not more than 40% of the total number of journeymen and helpers in each contractor's, or in each subcontractor's own workforce employed on the job site). Any worker listed on a payroll at a helper wage rate, who is not a helper as defined in 29 CFR 5.2(n)(4), shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any helper performing work on the job site in excess of the ratio permitted shall be paid not less than the applicable journeymen's (or laborer's, where appropriate) wage rate on the wage determination for the work actually performed.

(d) Equal employment opportunity. The utilization of apprentices, trainees, helpers and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246 and 29 CFR Part 30.

**SUBCONTRACTS (LABOR STANDARDS) (10-11)
(OCT 2014)(BPI 10.3.2.3(e))**

The Contractor or subcontractor shall include in any subcontracts the clauses entitled: "Construction Wage Rate Requirements," "Contract Work Hours and Safety Standards-Overtime Compensation" (if the clause is included in this contract), "Apprentices, Trainees and Helpers," "Payrolls and Basic Records," "Compliance with Copeland Act Requirements," "Withholding -- Labor Violations," "Subcontracts (Labor Standards)," "Contract Termination-Debarment," "Disputes Concerning Labor Standards," Certification of Eligibility," and "Construction Wage Determination." The Contractor shall include a clause requiring its subcontractors to include these clauses in any lower-tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

**CERTIFICATION OF ELIGIBILITY (10-12)
(OCT 2014) (BPI 10.3.2.3(f))**

- (a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b)(2) or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONSTRUCTION WAGE DETERMINATION RATES (10-13)
(OCT 2014) (BPI 10.3.2.3(g))**

The wage determination(s) referred to in Clause 10-7 Construction Wage Rate Requirements are incorporated into the contract, and are identified as follows:

Project Location - County, State	BPA Site Name	Wage Determination Decision Number and Modification	Date
Benton County, OR	<i>Marys Peak</i>	OR190052 MOD 1	02/01/2019
Columbia County, OR	<i>Allston Substation</i>	OR190054 MOD 1	01/25/2019
Coos County, OR	<i>Blue Ridge, Fairview Substation</i>	OR190064 0 MOD	01/04/2019
Curry County, OR	<i>Cape Blanco</i>	OR190065 MOD 0	01/04/2019
Deschutes County, OR	<i>Glass Butte, Redmond Substation</i>	OR190055 1 MOD	02/01/2019
Douglas County, OR	<i>Scott Mtn, Kenyon Mtn</i>	OR190066 1 MOD	02/01/2019
Harney, Gilliam, and Lake Counties, OR	<i>Slatt Substation, Burns, Adel, Coyote Hills, Indian Mountain</i>	OR190080 MOD 2	02/01/2019
Jefferson County, OR	<i>Grizzly Mountain</i>	OR190069 1 MOD	02/01/2019

Project Location - County, State	BPA Site Name	Wage Determination Decision Number and Modification	Date
Klamath County, OR <i>Butte, Swan Lake, Captain Jack Substation</i>	<i>Odell</i>	OR190071 MOD 1	02/01/2019
Lane County, OR <i>Lowell Butte, Lane Substation, Alvey Substation, Eugene Substation, Noti, Wolf Mtn</i>	<i>Goodwin Peak,</i>	OR190057 1 MOD	02/01/2019
Linn County, OR	<i>Albany Substation</i>	OR190073 MOD 1	02/01/2019
Marion County, OR <i>Substation, Salem Substation, Hall Ridge</i>	<i>Chemawa</i>	OR190058 MOD 1	02/01/2019
Multnomah County, OR	<i>West Portland</i>	OR190059 MOD 1	01/25/2019
Polk County, OR <i>Hill</i>	<i>Prospect</i>	OR190060 1 MOD	02/01/2019
Tillamook County, OR	<i>Mt. Hebo</i>	OR190076 MOD 5	02/25/2019
Umatilla County, OR	<i>Cabbage Hill</i>	OR190077 0 MOD	01/04/2019
Union County, OR	<i>Mt. Emily</i>	OR190078 0 MOD	01/04/2019
Wasco County, OR <i>Maupin Substation</i>	<i>Shaniko,</i>	OR190079 MOD 1	01/25/2019
Washington County, OR <i>Substation</i>	<i>Keeler</i>	OR190061 MOD 1	01/25/2019
Benton County, WA	<i>Kennewick</i>	WA190064 MOD 0	01/04/2019
Chelan County, WA <i>Sickler Substation</i>	<i>Malaga, Merritt,</i>	WA 190065 MOD 0	01/04/2019
Clallam County, WA	<i>Ellis</i>	WA190044 MOD 1	01/04/2019
Cowlitz County, WA <i>Substation</i>	<i>Longview</i>	WA190067 MOD 0	01/04/2019
Douglas County, WA <i>Waterville, Del Rio</i>	<i>Foster Creek,</i>	WA190068 MOD 0	01/04/2019
Garfield County, WA <i>Substation, Lower Granite Substation, Pomeroy</i>	<i>Central Ferry</i>	WA190062 MOD 1	01/18/2019

Project Location - County, State	BPA Site Name	Wage Determination Decision Number and Modification	Date
Grant County, WA	<i>Beverly</i>	WA190045 MOD 0	01/04/2019
Jefferson County, WA	<i>Blyn</i>	WA190048 MOD 0	01/04/2019
King County, WA <i>Ridge, North Bend RS, Covington Substation</i>	<i>Maloney</i>	WA190070 0 MOD	01/04/2019
Kittitas County, WA <i>Substation, Stampede Pass, Teanaway, Easton</i>	<i>Schutz</i>	WA190049 MOD 0	01/04/2019
Klickitat County, WA <i>Roosevelt</i>	<i>Haystack Butte,</i>	WA190050 MOD 0	01/04/2019
Lewis County, WA <i>Peak</i>	<i>Boisfort</i>	WA190051 MOD 0	01/04/2019
Okanogan County, WA	<i>Tunk Mtn</i>	WA190054 MOD 0	01/04/2019
Pacific County, WA	<i>Megler</i>	WA190055 MOD 0	01/04/2019
Pend Oreille County, WA	<i>Metaline</i>	WA190056 1 MOD	01/18/2019
Pierce County, WA <i>Lake, Tacoma RS</i>	<i>Lynn</i>	WA190072 MOD 0	01/04/2019
Skamania County, WA	<i>Augspurger Mtn</i>	WA190074 MOD 0	01/04/2019
Snohomish County, WA <i>Creek, Monroe Substation</i>	<i>Deer</i>	WA190075 0 MOD	01/04/2019
Spokane County, WA <i>Spokane, Bell Substation</i>	<i>Mt.</i>	WA190076 1 MOD	01/18/2019
Stevens County, WA <i>Mountain, Colville Substation</i>	<i>Granite</i>	WA190058 MOD 1	01/18/2019
Thurston County, WA <i>Olympia Substation</i>	<i>Capitol Peak,</i>	WA190077 0 MOD	01/04/2019
Walla Walla County, WA <i>Lower Monumental Substation, Skyrocket</i>	<i>Rainier,</i>	WA190060 MOD 0	01/04/2019
Whatcom County, WA <i>Lookout Mtn</i>	<i>Custer Substation,</i>	WA190078 MOD 0	01/04/2019
Yakima County, WA	<i>Sunnyside</i>	WA190079 MOD 0	01/04/2019

Project Location - County, State	BPA Site Name	Wage Determination Decision Number and Modification	Date
Bonner County, ID	<i>Schweitzer Mtn</i>	ID190040 1 MOD	01/18/2019
Boundary County, ID <i>Mountain</i>	<i>Black</i>	ID190041 1 MOD	01/18/2019
Bonneville County, ID <i>Creek Substation, Swan Valley, Thunder Ridge</i>	<i>Cattle</i>	ID190066 MOD 1	02/01/2019
Benewah and Clearwater Counties, ID <i>Creek</i>	<i>Teakean Butte, Lines</i>	ID190065 1 MOD	01/18/2019
Cassia County, ID	<i>Albion Butte</i>	ID190045 MOD 1	02/01/2019
Custer County, ID <i>Daisy, Tectonic, Willow Creek</i>	<i>Black</i>	ID190047 MOD 1	02/01/2019
Elmore County, ID <i>Mtn</i>	<i>Bennett</i>	ID190048 MOD 2	02/01/2019
Fremont County, ID <i>Lake</i>	<i>Henry's</i>	ID190049 1 MOD	02/01/2019
Nez Perce County, ID <i>Substation</i>	<i>Hatwai</i>	ID190070 MOD 0	01/04/2019
Teton County, ID	<i>Targhee Substation</i>	ID190061 MOD 1	02/01/2019

**APPROVAL OF WAGE RATES (10-14)
(MAR 2014) (BPI 10.3.2.3(h))**

All straight time wage rates and overtime rates based thereon, for laborers and mechanics engaged in work under this contract must be submitted for approval by the Contracting Officer or their representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Construction Wage Rate Requirements minimum wage determination included in the contract. Any amount paid by the Contractor to any laborer or mechanic in excess of the approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Bonneville. If the Bonneville refuses to authorize the use of overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

**EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (10-17)
(SEP 1998)(BPI 10.1.4.3(d))**

Notwithstanding the clause of this contract entitled "Subcontracts," the Contractor shall not enter into a first-tier subcontract for an estimated or actual amount of \$10 million or more without obtaining in writing from the CO a clearance that the proposed subcontractor is in compliance with equal opportunity requirements and therefore is eligible for award.

**PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (10-22)
(MAR 2018) (BPI 10.1.12.9)**

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2) –

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.

“Employee” –

(1)

(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV), or the Fair Labor Standards Act (29 U.S.C. chapter 8),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act’s minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

(iii) “Individual related by blood or affinity whose close association with the employees is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

(iv) “Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

(v) “Paid sick leave” means compensated absence from employment that is required by E.O. 13706 and 29 CFR 13.

(vi) “Parent”, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR 13.2.

(vii) “United States” means the 50 States and the District of Columbia.

(b) Executive Order 13706.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

- (2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.
- (c) *Paid sick leave.* The Contractor shall –
- (1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;
 - (2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;
 - (3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;
 - (4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;
 - (5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and
 - (6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.
- (d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).
- (e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including –
- (1) Any pay and/or benefits denied or lost by reason of the violation;
 - (2) Other actual monetary losses sustained as a direct result of the violation; and
 - (3) Liquidated damages.
- (f) Payment suspicion/contract termination/contractor debarment.
- (1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, Bonneville may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
 - (2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.
 - (3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.
- (g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

- (h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.
- (i) Recordkeeping.
 - (1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:
 - (i) Name, address, and social security number of each employee.
 - (ii) The employee's occupation(s) or classification(s).
 - (iii) The rate or rates of wages paid (including all pay and benefits provided).
 - (iv) The number of daily and weekly hours worked.
 - (v) Any deductions made.
 - (vi) The total wages paid (including all pay and benefits provided) each pay period.
 - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
 - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
 - (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706(d)(3).
 - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
 - (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
 - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
 - (xiii) The relevant contract.
 - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
 - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
 - (2)
 - (i) If the Contractor wishes to distinguish between an employees' covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor

adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

- (ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time the Contractor.
- (3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.
- (4)
- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
 - (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
 - (iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.
- (5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.
- (j) Interference/discrimination.
- (1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to –
 - (i) Miscalculating the amount of paid sick leave an employee has accrued;
 - (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

- (iii) Discouraging an employee from using paid sick leave;
 - (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
 - (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
 - (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
 - (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.
- (2) The Contractor shall not discharge or in any other manner discriminate against any employee for –
- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
 - (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
 - (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or
 - (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.
- (k) *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.
- (l) *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and Bonneville Power Administration, the Department of Labor, or the employees or their representatives.
- (m) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of the dollar value, that are subject to the Service Contract labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**COMPLIANCE WITH COPELAND ACT REQUIREMENTS (10-23)
(OCT 2014) (BPI 10.3.3.3)**

The Contractor shall comply with the requirements of the Copeland ("Anti-Kickback") Act, as amended (18 U.S.C. 874 and 40 U.S.C. 3145) and its implementing regulations (29 CFR Part 3), which require reasonable procedures in place to prevent and detect unlawful practices to induce or intimidate employees to accept lesser compensation than they are entitled to under a contract of employment. Contractor shall submit the prepared weekly statements required per 29 CFR Part 3 to the contracting officer only upon written request.

**CONTRACT TERMINATION – DEBARMENT (10-26)
(OCT 2014) (BPI 10.3.5.3)**

Breach of the following clauses may be grounds for termination of the contract and debarment as a contractor and subcontractor as provided in 29 CFR 5.12: Clause 10-7 Construction Wage Rates Requirements; Clause 10-9 Payrolls and Basic Records; Clause 10-10 Apprentices, Trainees and Helpers; Clause 10-11 Subcontract (Labor Standards); Clause 10-12 Certification of Eligibility; Clause 10-21 Contract Work Hours and Safety Standards Act-Overtime Compensation; and Clause 10-23 Compliance with Copeland Act Requirements.

**DISPUTES CONCERNING LABOR STANDARDS (10-27)
(MAR 2018)(BPI 10.3.6.3)**

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and Bonneville, the U.S. Department of Labor, or the employees or their representatives.

UNIT 5 – CONSTRUCTION CLAUSES

Clauses in this unit apply to task orders issued for Above-Base Construction Services. Clauses in this unit which conflict with Unit 1 or Unit 2 shall take precedence only for Above-Base Construction Services.

BUY AMERICAN ACT - CONSTRUCTION MATERIALS (9-5) (MAR 2018) (BPI 9.2.4 (a))

- (a) Agreement. In accordance with the Buy American Act (41 U.S.C. § 8301-8305), and Executive Order 10582, (as amended), the Contractor agrees that only domestic construction material will be used (by the Contractor, subcontractors, materialmen, and suppliers) in the performance of this contract, except for nondomestic material listed in the contract. In accordance with 41 U.S.C. § 1907, the component test of the Buy American Act is waived for construction material that is a COTS item as defined in BPI subpart 2.2.
- (b) Domestic construction material. Construction material means any article, material, or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Component means any article, material, or supply directly incorporated in a construction material.
- (c) Domestic component. A component shall be considered to have been "mined, produced, or manufactured in the United States" (regardless of its source in fact) if the article, material, or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the Government to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
- (d) Excluded materials. The requirements of this clause do not apply to the following raw material and construction material components:

Antimony, as metal or oxide.

Asbestos, amosite, chrysolite, and crocidolite.

Bauxite.

Cadmium, ores and flue dust.

Calcium cyanimides.

Chrome ore or chromite.

Cobalt, in cathodes, rondelles, or other primary ore and metal forms.

Cork, wood or bark and waste.

Diamonds, industrial, stones and abrasives.

Fibers of the following types: jute, jute burlaps, and sisal.

Graphite, natural, crystalline, crucible grade.

Hemp.

Leather, sheepskin, hair type.

Manganese.

Mica.

Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts.

Platinum and related group metals.

Quartz crystals.

Rubber, crude and latex.

Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available.

**AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (10-16)
(SEP 1998) (BPI 10.1.4.3(c))**

() Definitions.

"Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means—

Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(a) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for female participation: 6.9%

Goals for minority participation Refer to Table Below

Idaho:

166 Pocatello-Idaho Falls, ID:

Non-SMSA Counties.....4.0

ID Bannock; ID Bingham; ID Blaine; ID Bonneville; ID Butte; ID Camas; ID Caribou; ID Cassia; ID Clark; ID Custer; ID Fremont; ID Gooding; ID Jefferson; ID Jerome; ID Lemini; ID Lincoln; ID Madison; ID Minidoka; ID Power; ID Teton; ID Twin Falls; WY Teton.

167 Boise City, ID:

SMSA Counties:

1080 Boise City, ID..... 2.3

ID Ada.

Non-SMSA Counties4.4

ID Adams; ID Boise; ID Canyon; ID Elmore; ID Gem; ID Owyhee; ID Payette; ID Valley; ID Washington; OR Harney; OR Malheur.

Montana:

153 Great Falls, MT:

SMSA Counties.

3040 Great Falls, MT3.2

MT Cascade.

Non-SMSA Counties..... 4.1

MT Blaine; MT Broadwater; MT Chouteau; MT Fergus; MT Glacier; MT Hill;

MT Jefferson; MT Judith Basin; MT Lewis and Clark; MT Liberty; MT Meagher;

MT Petroleum; MT Phillips; MT Pondera; MT Teton; MT Toole; MT Valley; MT Wheatland.

154 Missoula, MT:

Non-SMSA Counties2.7

MT Beaverhead; MT Deer Lodge; MT Flathead; MT Granite; MT Lincoln; MT

Madison; MT Mineral; MT Missoula; MT Powell; MT Ravalli; MT Sanders;

MT Silver Bow; MT Lake.

155 Billings, MT:

SMSA Counties:

0880 Billings, MT..... 3.3

MT Yellowstone.

Non-SMSA Counties3.3

MT Big Horn; MT Carbon; MT Carter; MT Custer; MT Dawson; MT Fallon; MT Gallatin; MT Garfield; MT Golden Valley; MT McCone; MT Musselshell; MT Park; MT Powder River; MT Prairie; MT Rosebud; MT Stillwater, MT Sweet Grass; MT Treasure; MT Wilboux; MT Yellowstone Nat'l Park; WY Big Horn; WY Hot Springs; WY Park; WY Sheridan; WY Washakie.

Oregon:

172 Portland, OR:

SMSA Counties:

6440 Portland, OR-WA..... 4.5

OR Clackamas; OR Multnomah; OR Washington; WA Clark.

7080 Salem OR.....2.9

OR Marion; OR Polk.

Non-SMSA Counties: . . .

OR Benton; OR Clatsop; OR Columbia; OR Crook; OR Deschutes; OR Hood River;

OR Jefferson; OR Lincoln; OR Linn; OR Sherman; OR Tillammok; OR Wasco;

OR Yamhill; WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

173 Eugene, OR:

SMSA Counties:

2400 Eugene-Springfield, OR..... 2.4

OR Lane.

Non-SMSA Counties.....2.4

OR Coos; OR Curry; OR Douglas; OR Jackson; OR Josephine; OR Klamath; OR Lake

Washington:

168 Spokane, WA:

SMSA Counties:

7840 Spokane, WA..... 2.8

WA Spokane.

Non-SMSA Counties..... 3.0

ID Benewah; ID Bonner; ID Boundary; ID Clearwater; ID Idaho; ID Kootena; ID Latah;
ID Lewis; ID Nez Perce; ID Shoshone; WA Adams; WA Asotin; WA Columbia; WA
Ferry; WA Garfield; WA Lincoln; WA Pend Oreille; WA Stevens; WA Whitman.

169 Richland, WA:

SMSA Counties:

6740 Richland-Kennewick, WA..... 5.4

WA Benton; WA Franklin.

Non-SMSA Counties3.8

OR Baker; OR Gilliam; OR Grant; OR Morrow; OR Umatilla; OR Union;
OR Wallowa; OR Wheeler; WA Walla Walla.

170 Yakima, WA:

SMSA Counties:

9260 Yakima, WA9.7

WA Yakima.

Non-SMSA Counties7.2

WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

171 Seattle, WA:

SMSA Counties:

7600 Seattle-Everett, WA7.2

WA King; WA Snohomish. 8200 Tacoma, WA 6.2 WA Pierce.

Non-SMSA Counties.....6.1

WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap;
WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skaqil; WA
Thurston; WA Whatcom.

Compliance with the goals will be measured against the total work hours performed.

- (c) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the –

Name, address, and telephone number of the subcontractor;

Employer identification number of the subcontractor;

Estimated dollar amount of the subcontract;

Estimated starting and completion dates of the subcontract; and

Geographical area in which the subcontract is to be performed.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) The contractor shall take affirmative action steps at least as extensive as the following:

Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all onsite supervisory personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- (f) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).
- (g) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.
- (h) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (i) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (j) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.
- (k) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

**CONTRACTING OFFICER'S REPRESENTATIVES - CONSTRUCTION CONTRACTS (14-1)
(MAR 2018)(BPI 14.1.5(a))**

- (a) The Field Inspector is an authorized representative of the Contracting Officer's Representative (COR) for technical oversight of contract performance. This includes the functions of inspection and review of work performed.
- (b) The COR is responsible for all technical oversight of the contract. The functions of the COR include interpretation of specifications and drawings, and processing of payments.
- (c) These representatives are authorized to act for 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 Bonneville; and (3) final decisions on any matters subject to appeal, as provided in the disputes clause. In addition, the COR may not make final acceptance under the contract.

**CHANGES AND CHANGED CONDITIONS - CONSTRUCTION CONTRACTS (14-11)
(JUL 2013)(BPI 14.10.5.1.2)**

- (a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.
- (b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.
- (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon assertion of a claim by the Contractor before final payment under the contract.

- (d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless—
 - (1) The Contractor has submitted and the Contracting Officer has received the required written notice; or
 - (2) The Contracting Officer waives the requirement for the written notice.
- (e) Failure to agree to any adjustment shall be a dispute under a disputes clause, if one is included in this contract.

**STOP WORK ORDER (14-14)
(JUL 2013)(BPI 14.12.7)**

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

**PERFORMANCE AND PAYMENT BONDS (16-1)
(MAR 2018)(BPI 16.2.3.3)**

- (b) Definition. "Original contract price," as used in this clause, means the award price of the contract, or, for indefinite-delivery contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.
- (c) Amount of required bonds. Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:
 - (1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.
 - (2) Payment bonds (Standard Form 25A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.
 - (3) Additional bond protection.
 - (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
 - (ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

- (iii) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 60 days, but in any event, before starting work.
- (iv) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F0
Hyattsville, MD 20782

Or via the internet at <http://www.fms.treas.gov/c570/>.

ADDITIONAL BOND SECURITY (16-3)
(MAR 2018) (BPI 16.2.7.4(a))

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if –

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
- (b) Any surety fails to furnish reports on its financial conditions as required by the Government;
- (c) The contract price is increased so that the penal amount of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

PLEDGE OF ASSETS (16-5)
(MAR 2018) (BPI 16.3.5.1)

- (a) Offerors shall obtain from each person acting as an individual surety on a performance bond or a payment bond –
 - (1) Pledge of assets; and
 - (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety shall be in the form of evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in BPI 16.3.4.2 (except see 16.3.4.2(b)(2) with respect to Government securities held in book entry form).

**IRREVOCABLE LETTER OF CREDIT (16-6)
(MAR 2018) (BPI 16.3.6.4)**

- (a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.
- (b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.
- (c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and if used as an alternative to corporate or individual sureties as security for a performance or payment bond,
- (1) The offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance; and the ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment.
- (2) The period of required coverage shall be:
- (i) For contracts subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of-
- (A) One year following the expected date of final payment;
- (B) For performance bonds only, until completion of any warranty period; or
- (C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.
- (ii) For contracts not subject to 40 U.S.C. chapter 31, subchapter III, Bonds, the later of –
- (A) 90 days following final payment; or
- (B) For performance bonds only, until completion of any warranty period.
- (d) (1) Only federally insured financial institutions rated investment grade by a commercial rating service shall issue or confirm the ILC.
- (1) Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.
- (2) The Offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institutions have the required credit rating as of the date of issuance of the ILC.
- (3) The current rating for a financial institution is available through any of the following rating services registered with the U.S. Securities and Exchange Commission (SEC) as a Nationally Recognized Statistical Rating Organization (NRSRO). NRSRO's can be located at the website <http://www.sec.gov/answers/nrsro.htm> maintained by the SEC.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]	Issue Date _____
Irrevocable Letter of Credit No.	_____
Account party's name	_____
Account party's address	_____
For Solicitation No.	_____ (for reference only)
To: Bonneville Power Administration [Contracting Office address]	
1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$_____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.	
2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.	
3. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.	
4. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. _____ (Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition") and to the extent not inconsistent therewith, to the laws of _____ [State of confirming financial institution, if any, otherwise State of issuing financial institution].	
5. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.	
Sincerely,	

[Issuing financial institution]	

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]	Issue Date _____
Our Letter of Credit Advice No.	_____
Beneficiary: Bonneville Power Administration	
Issuing Financial Institution	_____
Issuing Financial Institution's LC No.	_____
To _____	Date _____
1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars	

_____/ US. \$ _____ and expiring with our close of business on _____
[the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.
3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.
4. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, International Chamber of Commerce Publication No. _____ (*Insert version in effect at the time of ILC issuance, e.g., "Publication 600, 2006 edition"*) and to the extent not inconsistent therewith, to the laws of _____ [*State of confirming financial institution, if any, otherwise State of issuing financial institution*].
5. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT	
<i>[Name and address of financial institution]</i> _____	Date _____
Pay to the order of Bonneville Power Administration the sum of United States \$ _____.	
This draft is drawn under Irrevocable Letter of Credit No. _____	
<i>[City, State]</i> _____	_____ [Contracting Officer] Bonneville Power Administration

**INSPECTION AND ACCEPTANCE - CONSTRUCTION (18-5)
(MAR 2018)(BPI 18.3.1(C))**

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to Bonneville. All work shall be conducted under the general direction of the Contracting Officer and is subject to Bonneville inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Bonneville inspections and tests are for the sole benefit of Bonneville and do not—
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or

- (4) Affect the continuing rights of Bonneville after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of a Bonneville inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. Bonneville may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. Bonneville shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by Bonneville not to conform to contract requirements, unless in the public interest Bonneville consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from Bonneville property.
- (g) If the Contractor does not promptly replace or correct rejected work, Bonneville may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, and may (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, Bonneville decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, acceptance by Bonneville will be in writing and shall be made as promptly as practicable after completion and inspection of all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Bonneville's rights under any warranty or guarantee.

WARRANTY - CONSTRUCTION (18-12)
(MAR 2018)(BPI 18.5.1(e))

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If Bonneville takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date Bonneville takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of –
- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished by the Contractor.

- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Bonneville shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of Bonneville, if directed by the Contracting Officer; and
 - (3) Enforce all warranties for the benefit of Bonneville, if directed by the Contracting Officer.
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by Bonneville nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (i) This warranty shall not limit Bonneville's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

**PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (22-11)
(MAR 2018)(BPI 22.2.7(B))**

- (a) Prompt Payment Act. This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. § 3901 et seq.) and the regulations at 5 CFR Part 1315. All payments will be made in accordance with the regulations at 5 CFR Part 13154.
- (b) Payment Due Dates: For purposes of determining interest penalty only, work will be deemed accepted not later than 30 calendar days after the contractor has completed the work or services. According to the Prompt Payment Act, a proper invoice to a Federal Agency must include bank account information requisite to enable Electronic Funds Transfer (EFT) as the method of payment.
 - (1) Progress payments shall be due not later than fourteen (14) calendar days after receipt of the payment request by the Bonneville designated billing office. Bonneville shall make progress payments monthly as the work proceeds, or at more frequent intervals as may be agreed to by the CO, on estimates of work accomplished which meets the standards of quality established under the contract.
 - (2) Payment of any withholding shall be due not later than 30 days after approval for release to the Contractor by the CO.
 - (3) Partial payments and final payments shall be due not later than thirty (30) calendar days after the later of the date on which Bonneville actually receives a proper invoice or the date of Bonneville acceptance of the work or services completed by the Contractor.
- (c) 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 requisite 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 Bonneville). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.

- (2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO. The contractor may submit invoices electronically (e-mail, fax, etc.).
- (d) 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 Bonneville.
- (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 611 of the Contract Disputes Act of 1978 (PL 95-563, 41 U.S.C. § 7109).
- (f) Subcontract Requirements.
 - (1) The Contractor shall include in each subcontract:
 - (i) A payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment by Bonneville under this contract.
 - (ii) An interest penalty clause which obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause.
 - (iii) A clause requiring each subcontractor to include a payment clause and an interest penalty clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
 - (2) If a Contractor, after making a request for payment to Bonneville, discovers that all or a portion of the payment otherwise due a subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall—
 - (i) Furnish a notice to the subcontractor specifying (1) the amount to be withheld; (2) the specific cause for the withholding; and (3) the remedial actions to be taken by the subcontractor in order to receive payment of the amount withheld;
 - (ii) Give the CO a copy of the notice furnished to the subcontractor;
 - (iii) Notify the CO of the beginning and end dates of any withholding of subcontractor payments;
 - (iv) Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency; and
 - (v) Pay interest to Bonneville from the 8th day funds are held by the Contractor to the date the funds are either paid to the subcontractor or are returned to Bonneville.
 - (3) The Contractor may not request payment from Bonneville of any amount withheld or retained from a subcontractor until such time as the Contractor has determined the subcontractor is entitled to the payment of such amount.

BASIS OF PAYMENT – CONSTRUCTION (22-2)
(MAR 2018)(BPI 22.1.3(a))

- (a) Progress payments. Bonneville shall make progress payments as the work proceeds based on its assessment of the stage or percentage of work accomplished. Bonneville may include in the calculation of progress, 75 percent of the cost of material delivered to the site but not yet installed. The Contractor shall submit supplier invoices to verify such cost of material. The Contractor shall furnish a breakdown of the work as a percentage of total contract price, in such detail as required by the CO. (See the clause 24-10, Price Data Sheet).
- (b) Interest on unearned amounts. After making a request for progress payment, if all or a portion of the request constitutes a payment for performance by the Contractor (or any subcontractors or suppliers) that fails to conform to the requirements of the contract, the Contractor shall (1) notify the CO of the performance deficiency and (2) pay Bonneville an amount equal to interest on the unearned amount from the date of receipt of the unearned amount until the date that the performance deficiency has been corrected or until the contractor reduces the amount of any subsequent request for progress payments by the unearned amount.
- (c) Title to all material and work covered by progress payments made shall pass to Bonneville at the time of payment. This shall not be construed as—
 - (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 - (2) Waiving the right of Bonneville to require the fulfillment of all of the terms of the contract.
- (d) Performance and payment bond premiums paid by the Contractor will be reimbursed by Bonneville after the Contractor has furnished evidence of full payment to the surety.
- (e) Partial Payments. Unless otherwise specified, payment shall be made after acceptance of any portion of the work delivered or rendered for which a price is separately stated in the contract.
- (f) Final Payment. Bonneville shall pay the amount due the Contractor under this contract after completion and acceptance of all work and after presentation of a release of all claims against Bonneville arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of any assignee if the Contractor's claim to amounts payable under this contract has been assigned. The release forms will be provided by Bonneville.

WITHHOLDING (22-9.1) ALTERNATE I
(MAR 2018)(BPI 22.1.5.1)

- (a) The CO reserves the right to withhold an amount not to exceed 10 percent of the contract price if determined necessary to protect Bonneville's interests.
- (b) Upon completion and acceptance of each severable item of work for which the price is stated separately in the contract, payment shall be made for the completed work, less liquidated damages (if any), without withholding of a percentage.
- (c) In the event this contract requires a specific written warranty, equipment operating instructions, owner's manual, or other documentation the CO may process an interim payment for completed work, retaining a maximum of 10 percent of the contract amount until such documentation that is in compliance with the contract is received by the CO. If a manufacturers' inspection is required, the interim payment shall not be made until the manufacturer certifies that the work was accomplished to their satisfaction and in accordance with contract requirements. Upon determination of acceptability of all required documentation, payment of the amount withheld will be made without further invoicing from the contractor.

DISMANTLING AND DEMOLITION OF PROPERTY (24-1)
(MAR 2018)(BPI 24.5.1)

The Contractor shall receive title to all property to be dismantled or demolished that is not specifically designated in the contract as being retained by Bonneville. The title shall vest in the Contractor immediately upon Bonneville's issuing the notice of award, or if a performance bond is to be furnished after award, upon Bonneville's issuance of a notice to proceed with the work. Bonneville shall not be responsible for the condition of, or any loss or damage to, the property.

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (24-3)
(MAR 2018)(BPI 24.5.3)

- (b) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Bonneville, information available to the public from local government agencies, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for properly estimating the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to Bonneville.
- (c) Bonneville assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by Bonneville. Nor does Bonneville assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

DIFFERING SITE CONDITIONS (24-7)
(MAR 2018)(BPI 24.5.7(b))

- (b) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer (CO) of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent to the type of work provided for in the contract. Unless specifically identified in the contract, discoveries of archaeological or historical remains such as graves, fossils, skeletal materials and artifacts protected by the Archaeological Resources Protection Act (36 CFR 1214) are considered Type 2 conditions.
- (c) Bonneville shall investigate the site conditions promptly after receiving the notice. If the CO determines that the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.
- (d) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the CO.
- (e) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

SPECIFICATIONS, DRAWINGS, AND MATERIAL SUBMITTALS FOR CONSTRUCTION (24-9.1)
ALTERNATE I
(MAR 2018)(BPI 24.5.9)

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer (CO) access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the CO, who shall promptly make a determination in writing. Any adjustment by the

Contractor without such a determination shall be at its own risk and expense. The CO shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended, and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract, unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) Standard Details or Specification Drawings are applicable when listed, bound with the specifications, noted on the drawings or referenced elsewhere in the specification. Where the notes on the drawings indicate modifications, such modifications shall govern. In the case of difference between Standard Details or Specification Drawings and the specifications, the specifications will govern. In case of difference between the Standard Details or Specification Drawings and the drawings prepared specifically for this contract, the later shall govern.
- (e) Omissions from the drawings and specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. They shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- (f) The Contractor shall check all drawings furnished by Bonneville prior to starting work and shall promptly notify the CO of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to other like portions of the work. The Contractor shall compare all drawings and verify the figures before laying out the work, and will be responsible for any errors which might have been avoided thereby.
- (g) Shop drawings means drawings submitted to Bonneville by the Contractor, Subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. Bonneville may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (h) If this contract requires material submittals (e.g., shop drawings, catalog cuts, certificates of conformance, etc.), the Contractor shall coordinate all such submittals, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Submittals sent to the CO without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer's Representative will indicate an approval or disapproval of the submittal, and if not approved as submitted, shall indicate Bonneville's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the CO, or by his or her representative, shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) below.
- (i) If submittals show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the submittal, at the time of submission. If the CO approves any such variation, the CO shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued. Upon completing the work under this contract, the Contractor shall furnish a complete reproducible set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (j) Unless otherwise provided in this contract, or otherwise directed by the CO, shop drawings, coordination drawings and schedules shall be submitted to the CO, with a transmittal letter, sufficiently in advance of construction requirements to permit no less than 10 working days for checking and appropriate action.

- (k) The Contractor shall submit to the CO for approval four (4) copies (unless otherwise indicated) of all submittals as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all submittals, will be retained by the CO and one set will be returned to the Contractor.
- (l) This clause shall be included in all subcontracts at any tier.

WORKING HOURS – CONSTRUCTION (24-11M)
(MAR 2018)(BPI 24.5.11)

- (a) All site work (except work during outages which may be required to be performed after normal working hours) shall be performed between 8 AM and 4:30 PM, Monday through Friday. No on-site work shall be permitted outside that workweek or on Federal Holiday observances, except as authorized in writing by the Contracting Officer (CO).
- (b) Application for varying working hours shall be submitted sufficiently in advance to enable the CO to determine the desirability of allowing such performance, to determine if equitable adjustment to the contract must be made (to reimburse Bonneville for additional inspection or other costs) and to enable arrangements to be made for inspecting the work during those times.

MATERIAL AND WORKMANSHIP (24-13)
(MAR 2018)(BPI 24.5.13)

- (a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. Reference in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgement of the Contracting Officer (CO), is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) The Contractor shall obtain the CO's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the CO the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the CO, the Contractor shall also obtain the CO's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (c) All work under this contract shall be performed in a skillful and workmanlike manner. The CO may require, in writing, that the Contractor remove from the work any employee the CO deems incompetent, unsafe, or otherwise objectionable.

SUPERINTENDENCE BY THE CONTRACTOR (24-14)
(MAR 2018)(BPI 24.5.14)

- (a) At all times during performance of this contract, and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (b) If the Contractor's crew consists primarily of individuals whose primary language is other than English, the superintendent must be able to communicate effectively and efficiently in the English language and the language(s) of the crew. In addition, there shall be at least one other person on the crew who is fluent in both English and the primary language of the crew.

PERMITS AND RESPONSIBILITIES (24-15)
(MAR 2018)(BPI 24.5.15)

The Contractor shall, without additional expense to Bonneville, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, state, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor is responsible for proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

OTHER CONTRACTS (24-16)
(MAR 2018)(BPI 24.5.16)

Bonneville may undertake or award other contracts for additional work, or may utilize in-house construction forces, at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Bonneville employees, and shall carefully adapt scheduling and performance of the work under this contract to accommodate simultaneous performance, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractors or by Bonneville employees.

CLEANING UP (24-19)
(MAR 2018)(BPI 24.5.19)

- (a) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Bonneville. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.
- (b) Unless specifically set forth in the contract, the Contractor shall not burn any material on site, on the right-of-way, or on the access roads to the sites. All material and debris shall be hauled to an appropriate recycler or disposal site.

ROAD MAINTENANCE (24-21)
(SEP 1998)(BPI 24.5.2)

The Contractor shall maintain all roads used by it, and upon completion of the job shall leave them in as good a condition as when first used. A road grading machine - not a bulldozer - shall be used for maintenance and final grading. In no event shall the Contractor interfere with the property owner's use of roads existing prior to the Contractor's entry.

CONTRACTOR'S DAILY REPORT (24-24)
(MAR 2018)(BPI 24.5.24)

The Contractor is required to submit a "Daily Report to Inspector," Bonneville Form 6410.11. The form shall be completed daily and delivered to the designated Bonneville Contracting Officer's Representative or Field Inspector. Information to be reported on the form includes, but is not limited to: workers by classification, the move-on and move-off of construction equipment, materials and equipment delivered to the site, inspections and tests performed, and total cumulative hours worked.

ORAL MODIFICATION (24-26)
(SEP 1998)(BPI 24.5.26)

Notwithstanding other provisions herein, only the Contracting Officer is authorized to orally modify or affect the terms of this contract. Contractor response to oral contract changes from any other source is at its own risk of liability.

**SUBCONTRACTS – CONSTRUCTION
(MAR 2018) (BPI 24.5.34)**

- (a) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and Bonneville. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.
- (b) The Contractor shall be responsible to Bonneville for acts and omissions of his own employees and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors and suppliers.
- (c) Bonneville will not undertake to settle any differences between or among the Contractor, subcontractors, or suppliers.

UNIT 6 — IT CLAUSES

The options for government-furnished or contractor-provided CMMS will determine the IT clauses incorporated in the contract award. The following reflects the range of potential clauses.

RIGHTS IN DATA – CREATION OF NEW WORK (17-5.1) (MAR 2018)(BPI 17.5.4.3.1(C))

- (a) Except as otherwise provided herein, the Contractor grants to Bonneville a fully paid-up, non-exclusive, irrevocable, worldwide, perpetual license to copy, prepare derivative works and perform or display publicly, by or on behalf of Bonneville, for all the material or subject matter produced under this contract, hereinafter referred to as Work Product. Work Product means recorded information, regardless of form or the media on which it is stored, including any other copyrightable products or materials arising from performance under this contract.
- (b) Contractor shall defend, at its expense, and hold Bonneville harmless from any claim or suit brought against Bonneville alleging that the Work Product furnished hereunder infringes a U.S. patent or copyright, violates trade secrets, rights of privacy, or any libelous or other unlawful matter contained in such Work Product, and shall pay all costs and damages finally awarded, provided Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense of the claim, Contractor shall obtain for Bonneville the right to continue using the Work Product, replace or modify the Work Product to be noninfringing, or if such remedies are not reasonably available, grant Bonneville a refund for the work Product and accept its return. The provisions of this clause do not apply to material furnished to the Contractor by Bonneville and incorporated in the Work Product to which this clause applies.

RIGHTS IN DATA-CREATION OF NEW WORK, RESTRICTED (17-5.2) (MAR 2018)(BPI 17.5.4.3.1(D))

- (a) Except as otherwise provided herein, the Contractor grants to Bonneville a fully paid-up, non-exclusive, irrevocable, worldwide, perpetual license to copy, prepare derivative works and perform or display publicly, by or on behalf of Bonneville, for all the material or subject matter produced under this contract, hereinafter referred to as Work Product. Work Product means data (recorded information, regardless of form or the media on which it is stored) as well as any other copyrightable products or materials arising from performance under this contract.
- (b) Contractor agrees that its use of the Work Product shall be restricted as defined by Bonneville in the statement of work or requirements document. Contractor shall protect the Work Product from disclosure to third parties without Bonneville's prior written consent, except as reasonably necessary to perform the services under this contract. The obligations under this provision shall survive any termination of this contract. Contractor's obligation to protect the Work Product from disclosure shall terminate upon Bonneville's disclosure without further restrictions.
- (c) Contractor shall defend, at its expense, and hold Bonneville harmless from any claim or suit brought against Bonneville alleging that the Work Product furnished hereunder infringes a U.S. patent or copyright, violates trade secrets, rights of privacy, or any libelous or other unlawful matter contained in such Work Product, and shall pay all costs and damages finally awarded, provided Contractor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense of the claim, Contractor shall obtain for Bonneville the right to continue using the Work Product, replace or modify the Work Product to be noninfringing, or if such remedies are not reasonably available, grant Bonneville a refund for the Work Product and accept its return. The provisions of this clause do not apply to material furnished to the Contractor by Bonneville and incorporated in the Work Product to which this clause applies.

**COMMERCIAL COMPUTER SOFTWARE – NO CONTRACTOR LICENSE (17-6)
(MAR 2018)(BPI 17.2.1.2(C))**

- (a) As used in this clause, "proprietary computer software" means any computer program, computer data base, or documentation thereof, that has been developed at private expense and either is a trade secret, is commercial or financial and confidential or privileged, or is published and copyrighted.
- (b)
- (1) The proprietary computer software delivered under this contract may not be used, reproduced or disclosed by Bonneville, except as provided in subparagraph (b)(2) of this clause or as expressly stated otherwise in this contract.
 - (2) The proprietary computer software may be—
 - (i) Used or copied for use in or with the computer or computers (or its replacements) for which it was acquired, including use at any Bonneville installation to which such computer or computers may be transferred;
 - (ii) Used or copied for use in or with a backup computer if any computer for which it was acquired is inoperative;
 - (iii) Reproduced for safekeeping (archives) or backup purposes;
 - (iv) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, proprietary computer software shall be subject to same restrictions set forth in this purchase order/contract; and
 - (v) Disclosed to and reproduced for use by Bonneville support service contractors or their subcontractors, subject to the same restrictions set forth in this purchase order/contract.
 - (3) If the proprietary computer software delivered under this purchase order/contract is published and copyrighted, it is licensed to Bonneville, without disclosure prohibitions, with the rights set forth in subparagraph (b)(2) of this clause, unless expressly stated otherwise in this purchase order/contract.
 - (4) To the extent feasible the Contractor shall affix a Notice substantially as follows to any proprietary computer software delivered under this purchase order/contract; or, if the Contractor does not, Bonneville has the right to do so: "Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of Bonneville regarding its use, reproduction and disclosure are as set forth in Bonneville Contract (or Purchase Order) No. _____."
- (c) If any proprietary computer software is delivered under this contract with the copyright notice of 17 U.S.C. 401, it will be presumed to be published and copyrighted and licensed to the Bonneville in accordance with subparagraph (b)(3) of this clause, unless a statement substantially as follows accompanies such copyright notice: "Unpublished – rights reserved under the copyright laws of the United States."

**COMMERCIAL SOFTWARE-CONTRACTOR LICENSE (17-10)
(MAR 2018)(BPI 17.2.1.2(B))**

Contractor grants a license to Bonneville to utilize its commercial software in compliance with the attached software license agreement. Bonneville shall comply with the terms of the software license agreement, or modified software agreement as appropriate.

**MODIFICATIONS TO COMMERCIAL SOFTWARE (17-12)
(MAR 2018)(BPI 17.2.5.2, BPI 17.4.2.1(D))**

Contractor shall retain the rights to modifications to its commercial software made at Bonneville's expense; however, Contractor grants to Bonneville a fully paid-up, nonexclusive, irrevocable, world-wide license to use such modifications, provided Bonneville is licensed for use of the commercial software.

**SURVIVAL OF PERPETUAL LICENSE (17-19)
(MAR 2018)(BPI 17.2.1.2(D); BPI 17.2.12.3; BPI 17.5.3.4.2(A))**

Notwithstanding any expiration of the Bonneville contract, any perpetual use licenses granted to Bonneville by Contractor shall survive the expiration of the contract.

WAGE DETERMINATION EXHIBITS

EXHIBIT A – CBA-2016-0000

EXHIBIT B – CBA-2015-8244 and CBA-2015-8245

EXHIBIT A



MASTER COLLECTIVE BARGAINING AGREEMENT

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 49

in effect from

JULY 1ST, 2016

through

JUNE 30TH, 2020

3536 SE 26TH AVE PORTLAND, OR 97202



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RFO No. 4600

www.SEIU49.ORG

EXHIBIT A

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SEIU Local 49 Master Collective Bargaining Agreement

July 1st, 2016-June 30, 2020

AGREEMENT

This Agreement and its incorporated appendices are between the Employers signatory to this Agreement, hereinafter designated as the Employer, and Service Employees International Union, Local No. 49 affiliated with Service Employees International Union, CTW, hereinafter designated as the Union.

The footnotes and appendices have the same force and effect as if they are included in the main body of this Agreement.

ARTICLE 1 • NON-DISCRIMINATION/NON-HARASSMENT

Section 1. Neither the Employer nor the Union shall discriminate against any employee in the Bargaining Unit on account of race, color, religion, national origin, political belief, sex, age, Union activity, marital status, citizenship, mental or physical disability, sexual orientation or any other status protected under applicable local, state or federal civil rights laws and regulations.

It is the intent of the Employer and Union that all employees work in an environment where the dignity of each individual is respected. Harassment because of an individual's race, color, religion, national origin, political belief, sex, age, Union activity, marital status, citizenship, mental or physical disability, sexual orientation or any other status protected under applicable local, state, or federal civil rights laws and regulations is unacceptable.

Section 2. Special Provisions Regarding Sexual Harassment or Misconduct

Sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:

- (a) Submission to, or rejection of, such conduct is used as the basis for promotions or other employment decisions;
- (b) The conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.

No manager or supervisor shall threaten or imply that an employee's refusal to submit to sexual advances will adversely affect that person's employment, compensation, advancement, assigned duties, or any other term or condition of employment or career development. Sexual joking, lewd pictures, and any conduct that treats employees of one gender as sex objects are prohibited.

Employees who have complaints of sexual harassment should (and are encouraged to) immediately report such complaints to their first-level supervisor or to the Human Resource contact. If the person that is the cause of the offending conduct is their first-level supervisor the employee may report the matter directly to their second-level supervisor or to Human Resources. Employees who have complaints of sexual assault, which may be considered a criminal offense, may immediately report such complaints to the police, and inform the Employer if it is in any way work related.

In receiving a complaint of sexual harassment, Employer personnel will abide by proper standards of professionalism and respectful conduct towards employees while taking reports and performing investigations into complaints of sexual harassment. The Union and the Employer agree that the Employer should maintain confidentiality of reports and investigations of sexual harassment to the greatest extent possible.

In the event that an employee makes a report involving persons not employed by the Employer, e.g. a building tenant, building employee, or visitor, the Employer will forward copies of such report to the property owner or manager, in addition to notifying the Union, and request that they take immediate and appropriate steps to assure that any harassment stops.

When an Employer conducts an investigation into a complaint(s) of sexual harassment from one (1) or more employees covered under this Agreement, the Employer will make all possible efforts to conduct a prompt, thorough, and impartial investigation, and the Employer and the Union shall cooperate with one another in such investigations.

ARTICLE 2 • SCOPE OF UNION RECOGNITION

Section 1. Union Recognition

The Employer recognizes the Union as the sole collective bargaining representative for all persons that come under the classifications of work under this Agreement or who perform the duties of those classifications, within the Union's jurisdiction, of Columbia, Clackamas, Multnomah and Washington Counties in Oregon and Clark County in Washington.

Section 2. Classifications Not Covered

- A.** This Agreement does not apply to salaried supervisors, professional, office/clerical employees, instructors, confidential employees and guards as defined by the NLRB, or any other job title not specifically identified in this Agreement.

- B. This Agreement does not apply to any individual who has been placed in the Employer's management training program and has not successfully completed such program. The Employer agrees to notify the Union of such individuals and their training period.
- C. With the exception of Article 24, this Agreement does not apply to subcontractors.

ARTICLE 3 • TERMS OF UNION EMPLOYMENT

Section 1. Indemnification

The Union shall indemnify the Employer and save it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the provisions of this Article or in reliance upon any authorization form, list or information which shall have been furnished by an employee or the Union to the Employer.

Section 2. Union Security

It shall be a condition of employment that all employees currently covered by this Agreement and those hired on or after its effective date shall, not later than the thirty-first (31st) calendar day of employment or following the effective date of this Agreement, whichever is later, pay in accordance with the Constitution and bylaws of the Union, the initiation fee and periodic dues or fees customarily required by the Union.

When an employee fails to pay such obligations, the Employer shall terminate such employee within fifteen (15) calendar days of receipt of written notice from the Union.

Section 3. Informing New Employees

The Union shall be responsible for providing sufficient copies of this Agreement and the "New Membership Information" packet to the Employer in order for the Employer to distribute them to new hires. Failure of the Union to provide sufficient copies of this Agreement and the "New Membership Information" packet shall mean new hires shall not receive a copy of this Agreement and the "New Membership Information" packet. The Union shall inform the member of their union dues structure.

The Employer will facilitate an initial meeting between new bargaining unit members and a Union Representative or Union Steward regarding the collective bargaining agreement and other

representational issues, when possible this will be done in conjunction with an initial orientation period or in conjunction with a safety or other training session. The parties agree that such meetings are on non-work time for all participants. The Employer agrees to provide the Union Representative and Union Stewards identified by the Union as responsible for union orientations notice of the location, date and time of the initial orientation meeting for new employees, at the time such meetings are scheduled. The Employer will work with the Union Stewards to attempt to schedule orientations at a time that it is feasible for a Union Steward to attend. If the Employer provides less than twenty-four (24) hours' notice, or no Union Representatives or Union Stewards are able to attend the employees' initial orientation, the Employer will work with the Union Representative and/or Union Stewards to arrange an alternate meeting time. The Employer also agrees to allow a Union Representative or Union Steward one (1) hour to conduct a union orientation with the new employees being hired. The Employer will provide the Union Representative and/or Union Steward an appropriate meeting place to conduct such meeting, when meeting space is available. The parties agree that such meetings are on non-work time for all participants. The Employer, in accordance with Section 5, will provide contact information for new hires to the Union on a monthly basis.

Section 4. Membership and Payroll Authorization

A. Authorization Forms

The Employer shall present new employees with a payroll deduction authorization and membership form(s), which shall be supplied by the Union. Employees electing to contribute additional contributions to the Committee on Political Education (COPE) shall require a separate authorization for this deduction. The Employer shall be the agent for receiving such monies and the deduction of such monies by the Employer shall constitute payment of such monies by the employee. In cases where the Employer has not submitted a payroll dues authorization form from an employee and did not report the matter to the Union within thirty-one (31) calendar days of the date of hire, the Employer will be liable for the amount of the deduction.

If the Employer fails to appropriately deduct dues, the Employer will notify the affected employees and the Union of the error and, if possible, the Employer will correct the error in the employee's next paycheck.

The Employer will provide, upon request, written documentation of all affected employees and the union explaining the origin and reason for any errors in payroll deductions and the corrective actions taken by the Employers to rectify the discrepancy.

B. Monies Deductible

Upon notice of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee all the applicable Union dues, fees, initiation and COPE contributions. Monies so deducted shall be transmitted/postmarked to the office of the Union on or before the fifteenth (15th) calendar day of each month and shall be accompanied by a list of the employees and the amount deducted. Late payments will be assessed a fee of one percent (1%) per month.

C. Rates

The Union shall notify the Employer of the amounts that are to be deducted from the employee for all dues, fees, initiations, and COPE contributions. Employer will not be required to make estimates of future earnings or other calculations calling for interpretations by Employer. The Union will provide no less than forty-five (45) calendar days' notice to the Employer prior to adjustment of the Union rates.

Section 5. Information on Membership and Worksites

The Employer's remittance of monthly dues shall be accompanied by a list showing employees' names, social security numbers or unique identifier, dates of hire, amounts deducted, wage rates, hours worked, main work location and address (if in code, the Employer will provide a legend), current recorded address and primary contact telephone number given to the Employer. The list will be submitted electronically in a mutually agreed upon format. If the Union becomes aware of any incorrect information on the monthly report, the Union will inform the Employer. The Employer will correct its records and will provide the updated contact information on future monthly reports.

ARTICLE 4 • EMPLOYER RIGHTS

Section 1. Employer Rights

Except as expressly limited by a specific provision of this Agreement or law, the Employer retains and reserves all functions, prerogatives and rights to manage the Employer's business and all aspects of it, including, but not limited to, the rights to: be the sole judge of all applicants; reject any applicant for employment; select and hire new employees from any source; set qualifications, standards and requirements for each position; direct the work force; maximize productivity consistent with staffing allocations in customer contracts, assign work to employees; evaluate employees; promote, recognize employees who bring prior work skills and experience through placement on the pay scale; transfer or reassign employees; establish performance standards; discipline, suspend, demote or discharge employees; set training requirements for

employees; decide the number and location of its facilities, departments and employees; establish, modify or eliminate job classifications; introduce new responsibilities to existing classifications; determine the need to add to or reduce numbers and classifications of employees; relieve employees from duty because of lack of work or other reasons consistent with efficient operations and business and customer needs; determine and implement the Employer's financial and budgetary needs and accounting procedures; to close departments, facilities, or business units or portions thereof; determine the services to be rendered to customers and the methods for providing such services; and to introduce new or different methods or procedures.

The parties acknowledge that this delineation of Employer rights constitutes a residual rights clause and that it in no way relieves the Employer of its ongoing duty to bargain during the term of this Agreement on all mandatory subjects of bargaining (wages, hours and working conditions) that are not otherwise addressed in a specific provision of this Agreement.

Section 2. Customer Rights

The customer has the right to have their business decisions and business operations respected, including requesting the removal of an Employer's employee. When requested, the Employer shall provide the Union a copy of such written request or email confirmation with the customer of such verbal request. The Employer may redact the user name but will not redact the domain name of customer emails provided to the Union. The Employer will request that the customer provide written confirmation of the removal to the Employer and the Employer shall provide to the Union verification that such a request was made. If the customer confirms the request in writing, such confirmation shall be given to the Union unless the customer specifically prohibits its release. If this removal is not disciplinary, in other words, the removal does not meet the just cause requirements of Article 8 • Discipline Standards for termination, the employee will be placed by the Employer in a comparable position in the same geographic area without loss of seniority and in accordance with Article 12 - Seniority. If the employee cannot be immediately placed in a comparable position, the employee will be given priority in assignments for positions filling in for absent coworkers while their placement is being arranged. The customer has the right to exclude individuals from their property for cause without harassment or judgment by the Union or employee.

If the Union is in need of information from the customer in the course of an investigation, the Union will first request that the Employer provide such information, and will only contact the customer if the information is not provided by the Employer. The Union will not contact the customer regarding the removal of an employee unless the employee suffers a loss of pay or benefits as a result of their removal from the worksite.

The union will first notify the Employer of the intent to contact the customer.

ARTICLE 5 • UNION RIGHTS

Section 1. Bulletin Boards

The Union may purchase and maintain bulletin boards with permission of the Employer's customer, for all worksites with five (5) or more employees. Binders may be used if space is not available for bulletin boards. The Union will pay for, install and maintain these bulletin boards and binders. Where security requirements are rigorous, the Union will seek to update these bulletin boards through their Union Stewards who are designated for that particular location.

A. Size and Placement

The bulletin boards shall not exceed six (6) square feet. One bulletin board may be placed per worksite of five (5) or more employees in an area frequented by employees. The bulletin boards must be placed so they can be viewed by employees without obstruction. Where possible, bulletin boards will be placed in nonpublic spaces, e.g., break rooms, supply rooms and janitor closets. Further, with the exception of Section 1 C3 of this Article, the Employer shall not take action that results in the obscuring, removing, relocating or censoring of bulletin boards. However, if a customer requests the removal or relocation of a Union bulletin board, the Union will make said accommodations within twenty-four (24) hours.

B. Informing Employer

As a courtesy to the Employer, the Union shall send to the Employer a copy of all Union postings. The Union shall send a copy of its posting to the Employer prior to posting. Copies of the posting shall be sent to the Employer's administration office via facsimile.

C. Content

1. Authorization Process

All information and materials must be reviewed and initialed by the staff or a steward of the Union prior to being posted.

2. Posting Removal

Any unauthorized posting must be immediately reported to the Union. The Employer has the right to remove immediately any unauthorized posting and will send, via facsimile, a copy of the removed posting to the Union within twenty-four (24) hours of removal.

3. Content Restrictions

To promote trust and mutual respect in the workplace, the Union shall not post material which:

- a. Has derogatory or defamatory information regarding the Employer, customer or co-worker; or
- b. Has information that is patently false; or
- c. Inflames employees against each other; or
- d. Directly solicits the Employer's customer to abandon the services of the Employer; or
- e. Is objectionable to the Customer.

Section 2. Rights of Enforcement

A. Access to the Workplace

A duly authorized Union representative shall be permitted at the Employer's worksites to investigate grievances and observe the Employer's administration of this Agreement. In recognition of the Employer's customer's security requirements, the Union will try to arrange regular pre-scheduled meetings. Where possible, written arrangements must be made by the Union with the Employer at least twenty-four (24) hours in advance. Arrangements with the Employer must be made above the worksite supervisor level.

A request made by the Union with less than twenty-four (24) hours will not be unreasonably denied.

The Union representative shall meet with employees and the shop steward in designated non-work areas and during the employees' and shop stewards' regularly scheduled breaks.

Upon arrival at the worksite, the Union representative will check-in with the site supervisor or other designated Employer representative. The Union representative will also contact the site supervisor or other designated Employer representative upon conclusion of their visit.

The Union recognizes that the customer's security requirements may require the Employer's supervisor to escort the Union representative during their visit.

Also, the Union recognizes that the customer's security requirements may prevent the Union representative to be at the worksite. Upon written request from the Union, the Employer shall provide the Union a copy of communication from the customer excluding Union representatives from the worksite, if such document exists. If no such document exists, the Employer will provide email confirmation with the customer of such verbal communication, unless the customer specifically prohibits its release. If the document is an email, the Employer may redact the user name but will not redact the domain name of customer emails provided to the Union. In such instances, the Union and the Employer will establish an alternative location.

B. Access to Records

Upon request from a duly authorized Union representative, the Employer agrees to provide records for the purpose of substantiating claims of the aggrieved employee or the Union, unless the documents are privileged or not relevant. Any dispute over release of documents shall be resolved by the expedited arbitration procedure. The Employer will be given three (3) business days to comply with the request.

C. Stewards

The Employer agrees to recognize Union stewards who are designated by the Union. The Union shall supply the Employer in writing, and shall maintain with the Employer on a current basis, a complete list of all authorized Job Stewards, together with the designation of the group of employees each is authorized to represent. There shall be no retaliation against stewards for Union activity. The Shop Steward shall not interfere with the management of the Employer's business nor shall they direct the work of any employee. The shop steward may consult with the Employer and employees regarding the administration of this Agreement.

The Shop Stewards will depart their work area to engage in the administration of this Agreement only with the prior permission of their direct supervisor. When requesting permission, the stewards will inform the supervisor of the purpose for their absence, the party or parties with whom they wish to meet, and the expected duration of their absence. The Employer will attempt to accommodate the needs of the shop stewards in accordance with the intent of this Agreement. Upon completion of their functions, the shop stewards will contact their direct supervisor and promptly report back to work.

Shop stewards with two (2) years or more seniority will have super seniority in case of layoffs, as noted in Article 12 Section 1 C. Where more than one Union Steward represents a given worksite, only the most senior employee/Union Steward will be provided super seniority for purposes of layoff.

Designated union representatives visiting the job sites will be required to carry a

state-issued identification card and business card at all times. Union representatives will be subject to the same security checks, at no cost to the Employer, required for all other individuals entering the job site.

ARTICLE 6 • NO STRIKE - NO LOCKOUT

There shall be no strikes or lockouts indulged in by either party during the duration of this Agreement. In the event of any violation of this Article, the violating party, whether it be the Union or the Employer will, in good faith and without delay, publicly disavow the violation and attempt to bring about a quick termination of the violation.

It shall not be a violation of this Agreement and it shall not be cause of disciplinary action for any employee covered by this Agreement to refuse to go through or work behind any picket line established because of a strike authorized by the Northwest Oregon Labor Council, AFL-CIO, or CTW. Employees who refuse to go through or work behind an authorized picket line may be given work at alternate sites. Employees must contact the designated Employer representative for possible work assignment.

ARTICLE 7 • GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Purpose

Grievances are defined as disputes arising between the Employer and Union solely with respect to the application of the terms of this Agreement. The grievance procedure is not intended as a substitute for communication and problem solving in the workplace. All employees will take an active role in problem solving with their supervisors and management whenever possible.

The Employer and S.E.I.U. Local 49 shall encourage employees to contact the Employer's Human Resources or Payroll staff to respond directly to questions or concerns. The Employer agrees to schedule meetings, if necessary, with the Union to review unresolved issues. The Union agrees prior to hand-billing, demonstrating or engaging in other direct action to attempt to informally resolve issues with the Employer. The Union will encourage employees to first meet with their supervisor/manager, when possible with a Union steward, or use the chain of command before filing a grievance.

It is understood that the Employer shall have the right to continue to implement any action which is the subject of a grievance under this section during the time the grievance and arbitration process is underway.

Section 2. Format to File a Grievance

All grievances shall be referred in writing and signed by the employee prior to the grievance moving to step 2. Grievances shall include the following:

- A. The date the grievance was filed;
- B. Name of the employee;
- C. The facts upon which the grievance is based (i.e.: what occurred, who was involved, when and where it occurred); and explain how the union investigated the facts and validity of the grievance;
- D. Reference to the section of this Agreement alleged to have been violated; and
- E. The remedy sought.

Section 3. Steps in the Grievance Procedure Prior to Arbitration

For disciplinary and discharge issues, the date of the notice shall be regularly considered the date when the employee was aware of the occurrence. For wage claim issues, the date of the receipt of the check shall be regularly considered the date when the employee was aware of the occurrence. Any delay in the Union filing the grievance in the proper format will reduce the grievance filing timeline. Any delays in worksite access will equally extend the grievance filing timeline(s). All settlements agreed to by the employee, Employer and the Union shall be considered final and binding and the grievance process shall end.

Step 1. Informal Complaint

Except in the case of a discharge, the affected employee, either alone or with a steward, will informally discuss any complaint under the contract with his/her supervisor within seven (7) calendar days following the occurrence. If the issue involves the employee's relationship with his/her supervisor, the employee will discuss the issue with the supervisor's manager or the Employer's human resources department. All settlements agreed to at this step shall be considered non-precedent setting resolutions.

Step 2. Formal Grievance

If the grievance is not settled at the step 1, the grievance must be submitted in writing to the Employer within fourteen (14) calendar days from when the Union is aware that the employee's case (complaint) was not resolved through the Step 1 process. (The fourteen (14) days starts on the day following the day that the Union is aware of the occurrence.) Grievances not regarding an employee's pay must be filed within twenty-one (21) days of

the employee becoming aware of the occurrence. Upon request by either party, the employee and Union representative will meet with the Employer representative within fourteen (14) calendar days of receipt of the grievance. The Employer shall give its response to the grievant and/or Union representative within fourteen (14) calendar days after the Employer's receipt of the grievance. All settlements between the Employer and the Union at this step shall be considered non-precedent setting resolutions. All grievances for discharge will move directly to Step 4 after Step 2.

Step 3. Grievance Meeting

If the grievance is not resolved at Step 2, it must be submitted in writing to the Employer no later than fourteen (14) calendar days from the date of receipt of the Employer's response.

The Employer's representative shall meet the Union representative and the employee within fourteen (14) calendar days of the Employer's receipt of the grievance at this step and attempt to resolve the grievance. The Employer and the Union may invite advisory personnel or witnesses to be present at this meeting. Time spent as advisory personnel or witness shall not be construed as working time under the provisions of this Agreement if done during non-working hours. The Employer representative shall give its written response to the Union representative within fourteen (14) calendar days after the meeting.

Step 4: Final Step before Arbitration

In the event that the parties are unable to resolve the dispute at the Step 3 level, within fourteen (14) calendar days of the written response from Human Resources, the Union will refer the grievance to the Employer's senior management. A meeting will be scheduled with the Union and employee within fourteen (14) calendar days from the Union referring the grievance to Step 4, with the intent to find resolution to the dispute. The Employer's senior management will give its written response to the Union representative within fourteen (14) calendar days of the Union referring the grievance to Step 4.

Option for Mediation. In the event that the Parties are unable to resolve the dispute at Step 4, upon mutual agreement, within fourteen (14) calendar days from the date the final Step 3 4 response is due or received, whichever is later, the Parties may refer the grievance in writing to Mediation. The parties will meet to resolve the grievance at this level once they are notified by the Federal Mediation and Conciliation Service of the first available mediator. A mutually acceptable mediator will be selected, and reimbursed equally by the Union and the Employer. The entire mediation process following referral to mediation shall take no longer than thirty (30) calendar days unless the parties mutually agree to an extension.

Section 4. Arbitration

A. Use of Arbitrator

If any grievance is not settled on the basis of the foregoing procedures, or by mutual agreement of the parties without going through the step process, the aggrieved party may submit the issue to arbitration within fourteen (14) calendar days or the grievance is waived.

B. Selection of Arbitrator

Within twenty-one (21) calendar days of referral to arbitration, a list of five (5) arbitrators from the Portland, Oregon metropolitan area shall be requested from the Federal Mediation and Conciliation Service. Within five (5) calendar days from receipt of such list of arbitrators, the Union and the Employer, in that order, shall select the arbitrator by alternatively striking a name from the list until one (1) name remains as the chosen arbitrator.

C. Payment of the Arbitrator

The arbitrator's pay and his/her incidental expenses of the arbitration shall be borne by the losing party. However, each party shall separately bear the expense of presenting their own case.

D. The Decision of the Arbitrator

The Arbitrator shall not, without specific written agreement of the Employer and the Union with respect to the arbitration proceeding, be authorized to add to, detract from, or in any way alter the provisions of this Agreement.

The Arbitrator is only authorized to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

The Arbitrator shall render a decision as promptly as possible and in any event, within thirty (30) calendar days of the hearing or receipt of briefs. The Arbitrator's decision shall be final and binding.

Section 5. Grievance and Arbitration Table

For the purpose of clarity, the table below outlines the steps to be taken in the event of a dispute between the union and the employer.

EXHIBIT A

Steps	Timeline	Action
Step 1	Within 7 days of the occurrence:	Employee speaks with supervisor about concern, with or without union steward
Step 2	<p>- Within 14 of the Union becoming aware of the occurrence <u>(for pay grievances):</u></p> <p>- <u>within 21 days of employee becoming aware of the occurrence (for non-pay grievances):</u></p>	Formal grievance is filed
	Within 14 days of the grievance being filed:	Meeting between Employer, Union and employee if requested
	Within 14 days of the grievance being filed:	Employer gives Step 2 response to grievance
Step 3	Within 14 days of the employer's Step 2 response:	Union informs employer if grievance is not resolved
	Within 14 days of the union's response:	Employer meets with grievant and union steward or organizer
	Within 14 days of the meeting:	Employer gives Step 3 response to grievance
Step 4	Within 14 days of the Employer's Step 3 response:	Union informs of Employer's senior management if grievance is not resolved
	Within 14 days of the union's response:	Employer's senior management meets with union and grievant to try and resolve issue
	Within 14 days of the union's response:	Employer's senior management gives response to grievance
Mediation (optional)	Within 14 days of the employer's Step 4 response:	Employer and union can agree to mediation
Arbitration:	Within 14 days of the employer's Step 4 response (if you do not use mediation), or within 14 days of unsuccessful mediation:	Union informs employer of intent to seek arbitration
	Within 21 days of union informing employer of intent to seek arbitration:	List of 5 arbitrators requested from Federal Mediation and Conciliation Services (FMCS)
	Within 5 days of receiving list from FMCS	Union and employer strike names until one is left, contact arbitrator to schedule hearing

Section 6. Expedited Arbitration

In the event that the parties are unable to resolve any dispute concerning this Agreement, the issue may be submitted to Expedited Arbitration upon written agreement of both parties. The parties agree to follow the expedited arbitration rules of the American Arbitration Association, as they relate to items not discussed in this section.

The parties shall notify the Arbitrator of their intent to have the issue presented and the Arbitrator shall convene the hearing within seven (7) calendar days.

Both parties shall present their case before the Arbitrator at that hearing, who shall render a decision within twenty-four (24) hours.

Within ninety (90) calendar days of the signing of this Agreement, the parties shall select a mutually agreeable panel of three Arbitrators (from which to strike names in the event of arbitration under this Section) whose expenses shall be borne by the losing party. Each party shall be responsible for the expenses of their own presentation.

Section 7. Waivers

A. Steps

Upon mutual agreement of the Parties, a grievance may be advanced to a higher step up to and including arbitration in the grievance procedure.

B. Timelines

The time limitations specified in the grievance procedure may be waived by mutual consent of the Employer and the Union in writing. If either party fails to respond in writing within the prescribed time limits, the grievances shall be deemed settled in favor of the other party. A waiver of any time limit for grievance procedures shall not constitute a waiver of any other time limitation.

C. Union Dismissal at the Arbitration Level Only

If the Union decides not to pursue a grievance to arbitration over the wishes of the employee, the Employer agrees to grant a waiver of the time limitations of Section 4 A of this Article to allow the employee to appeal the dismissal of the grievance to the proper Union authorities. Said extension shall not exceed thirty (30) calendar days from the date of Union dismissal.

The Union shall notify immediately the Employer in writing of such appeals and their outcome. The written Union communication shall include the following:

For Appeals: Employee Name, Date of Initial Union Dismissal, Date of Employee Appeal, and Date of Union Hearing of Appeal.

For Union Decision on Appeal: Notice of Final Decision.

In cases in which the initial Union decision is reversed, the Employer shall not be obligated for any wage claims from the date of the initial union dismissal to the date of receipt of the Union's final decision.

Section 8. Filing Grievances with Governmental Entities

All parties agree to exhaust the above defined grievance and arbitration procedure before filing charges with any governmental agency which has jurisdiction over the issue, except as prohibited by law, and except for issues arising under Article 6, No Strike-No Lockout and Article 25, Contracting.

Grievants will not be prohibited from filing an action with a governmental agency to protect statutory timelines while attempting to resolve that issue under the contractual grievance procedure.

Section 9. Wage Claim Limitation

Wage claims made by the Union shall not precede the filing date of such grievance by more than thirty (30) days. Wage claims awards may extend forward to the conclusion of the grievance procedure. Pay shall be based on the employee's work schedule for the preceding ninety (90) calendar days. Overtime worked during this period shall not be included in the pay award.

ARTICLE 8 • DISCIPLINE STANDARDS

Section 1. Probationary Employees

Employees will be considered on probationary status during the first five hundred and twenty-two (522) hours of regular employment. During the probationary period, employees may be disciplined and discharged without recourse to the grievance procedure. Probationary status may be extended in writing with mutual agreement between the Employer, the employee and Union.

Excluding discipline and discharge, probationary employees are covered under all other terms and conditions of this Agreement.

Section 2. Just Cause and Progressive Discipline

A. Just Cause

Employees who have completed the probationary period will be subject to discipline according to the principles of Just Cause. "Just Cause" has been interpreted to include the following guidelines: notice of the Employer's work rules, a reasonable investigation by the Employer and adequate proof of misconduct or deficiency prior

to imposing discipline, fair and equal treatment to all employees a level of discipline appropriate for the offending behavior and progressive discipline. Some behaviors justify verbal and written warnings at the first offense, others justify higher levels of discipline including suspension or even termination. The parties have attempted to outline below the instances which would justify different levels of discipline.

B. Progressive Discipline

If an employee's work performance or conduct is unsatisfactory in the Employer's judgment, the employee shall be informed in writing of the deficiency and expectations and given a period of time, consistent with efficient operations and business and customer needs, to correct the deficiency. Progressive discipline shall be followed, but both parties recognize that the seriousness of some offenses may be such that one or more of the normal progressive steps may be skipped. Progressive discipline may consist of oral or written warning, final warning, suspension or termination.

Section 3. General and Serious Offenses

Employees may be disciplined for a variety of general or serious offenses. Consistent with the just cause standard cited in Section 2 above, the appropriate level of discipline that can be imposed by the Employer will vary depending on the specific act of misconduct.

A. General Offenses: The parties agree that the following lists of offenses warrant discipline:

- Repeated unsatisfactory work performance
- Repeated tardiness and/or repeated absences
- Refusal to perform assigned work and other acts of insubordination
- Violation of reasonable standards of behavior
- Violation of written safety practices or procedures or security requirements
- Being in areas the Employee has no authorization to be in (this does not include designated common areas during meal and rest breaks)
- Leaving work before the end of the shift without permission
- Asking customer for food or gifts
- Employee-initiated or extensive socializing with Customer during scheduled work times

- Violating Employer's or Customer's dress code (does not include wearing Union buttons/stickers)

B. Serious offenses: Examples of other offenses, some of which may result in immediate suspension or termination include, but are not limited to:

1. Safety

- Threatened or initiated use of violence
- Possession of knives, firearms and explosives (does not include cutting tools used for work purposes).

2. Security

- Unauthorized use of uniforms, badges or keys
- Duplication of keys
- Failure to return Employer's or Customer's keys, ID cards and uniforms upon request or unauthorized use of customer keys, security badges and equipment

3. Inappropriate Conduct On The Job

- Falsification of timecards, records or documentation
- Dishonesty as it affects employment
- Working for another company while on leave when such work is inconsistent with the purpose of the leave
- Job abandonment (except for personal or family emergency with notice as soon as possible)
- Theft
- Sexual or racial harassment (or other harassment based on any other legally protected category)
- Possession of pornography in the workplace
- On-the-job possession of illegal non-prescription drugs or alcohol or reporting to work under the influence of such substances (drug and/or alcohol)

testing by a certified agency is required to establish that an employee has reported to work under the influence). The parties recognize that a positive test for the presence of an illegal drug does not, in itself, establish that an employee was under the influence while at work. However, a positive drug test may be presented to corroborate other evidence that an employee may have been under the influence while at work.

- Disclosing information related to the Employer's business affairs for the purpose of undermining the Employer's business affairs or attempting to convince a Customer not to use Employer's services
- Sleeping on the job
- Opening Customer's files, cabinets or desks
- Reading Customer's documents or information (this does not include publicly posted materials)
- Intentionally damaging Customer, Employer or Employee property

The foregoing lists of causes set forth examples only, and are not intended to exclude other reasonable causes for disciplinary action.

Section 4. Documentation

The Employer will provide the employee with a copy of their warning, suspension or termination notices at the time of disciplinary action. The employee shall sign the document indicating he/she received it. The document shall clearly state that the employee's signature is for "Receipt Only." Failure of or refusal by the employee to sign the warning, suspension or termination notice shall be noted by the Employer. In addition to the copy that will be placed in the employee's personnel file, a copy of such disciplinary notice will be given to the employee to take with him/her immediately following its issuance and a copy of the notice will be provided to the Union upon request.

Section 5. Personnel File

Upon request by employee, the Employer agrees to give copies of all evaluations to employees and allow employees to see their personnel files. Employees have the right to add comments to their evaluations or discipline notices within thirty (30) calendar days of their receipt.

ARTICLE 9 • CONDITIONS OF WORK

Section 1. Hours of Work and Workweek

For the purposes of determining holiday and vacation benefits only, eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. An employee's workweek will be defined as Sunday through Saturday.

In the event a client transitions to day cleaning the Employer will inform the Union thirty (30) days prior to the customer's requested implementation date or as soon as the customer informs the Employer of such change.

Employees called into work on their day off, or called back to work on a regular workday, will be compensated for a minimum of two (2) hours. Except in cases beyond the control of the Employer, all employees (including rovers and floaters) will be scheduled with a minimum of ten (10) hours between shifts and employees will not be required to work more than thirteen (13) hours in any twenty-four (24) hour period.

Section 2. Overtime

All hours worked in excess of forty (40) hours within the Employer's seven (7) day work week shall be paid at the rate of time and one-half (1 ½).

Union and collective bargaining leave are not hours worked for the Employer and therefore are not included in the calculation of overtime pay for the Employer.

The Employer will not reduce or reorganize regularly scheduled hours to avoid the payment for overtime.

For Employers with more than seventy-five (75) employees, overtime will not be mandatory and will be subject to the rules of seniority and qualifications for that worksite under the terms of Article 12, Section 3.

For Employers with less than seventy-five (75) employees, the above sentence is not in effect. Employees have the right to refuse to work overtime, providing they do so in advance and in writing to the Employer. In addition, overtime will be subject to the rules of seniority under the terms of Article 12, Section 3.

Section 3. Breaks

Employees are entitled to one (1) fifteen (15) minute break period with pay for each four (4) hours of work, or major portion thereof. Unless there is a legitimate business reason, employees shall be allowed to leave the premises during lunch breaks. The Employer may not assign a

meeting or task during break time. If employees are required to take their breaks only in designated areas, the break begins once the employee has reached the closest designated area.

Section 4. Equipment

Employees shall not be obligated to furnish any equipment to perform his or her duties and are encouraged to make equipment purchasing recommendations to the Employer.

Section 5. Accidental Damages

Employees shall not be liable for accidental loss or damages to the Employer's or customer's equipment or property.

Section 6. Courtesy

Courtesy in day-to-day communications between union personnel, employees, supervisors, customers and managers of the Employer should always be present in Employer and employee relations. Employees, Union, supervisors, and managers should treat each other with dignity and respect. The terms of this provision with respect to the Union shall be consistent with the provisions of Section 8(b)(1) of the National Labor Relations Act.

Section 7. Extreme Weather

A. Safety

An employee unable to arrive to work and/or regularly call in to the Employer due to extreme weather (e.g. ice storm) shall not be held responsible for such situations.

Employers will not threaten or take adverse action against employees who are not able to come to work due to extreme weather conditions. Employees will not be required to drive between worksites if it is unsafe to do so.

B. Holidays

If an extreme weather situation prohibits an employee from reporting to work on a day adjacent to a holiday, the employee will be paid for the holiday.

C. Proof of extreme weather

If a government agency advises motorists to stay off the road in an area where an employee lives or works, the employee will not be required to provide proof of extreme weather. If no such advisory exists, other acceptable methods of proving an extreme weather incident include, but are not limited to, pictures, government or media reports, and signed statements of witnesses attesting to such extreme weather. If an employee does not provide proof of extreme weather when there is no government advisory

warning motorists to stay off the road, the Employer may withhold payment for adjacent holidays until such time as proof is provided.

Section 8. Direct Deposit

All Employers will provide direct deposit of employee paychecks at the request of the employee.

Section 9. Cell Phones

Employees will be permitted to carry cell phones at work for safety and emergency purposes, unless expressly prohibited by the customer. The Employer will provide a copy of the customer's cell phone policy to the Union if it expressly prohibits employees from carrying cell phones. Personal use of cell phones will be restricted to break times and lunch times. The Employer, showing reasonable cause, may require an employee to show their work time cell phone history, provided that this can be obtained at no cost to the employee.

ARTICLE 10 • SAFETY

Section 1. Safety Compliance

The Employer shall follow all State and Federal safety guidelines, provide all needed equipment to comply with such guidelines, and assign work so as to safeguard the health and safety of all employees. In accordance with State and Federal safety guidelines, the Employer will maintain and make available appropriate personal protective equipment (e.g. rubber gloves, aprons, boots, face masks) necessary to prevent employee contact with sewage or other biohazards. The Employer will not require employees to clean sewage or other biohazards until the Employer provides the appropriate personal protective equipment.

Employees shall immediately report on-the-job injuries to their supervisor.

Section 2. Safety Training

The Employer will provide safety training to all new employees. The safety training will include all safety precautions specific to the area(s) where the employee will be assigned, including biohazard training if applicable to the employee's work assignment. Employees (including substitutes) will not be assigned to medical facilities without first receiving proper training on blood-borne pathogens, biohazards and safe handling of needles and other medical equipment.

All safety training or meeting time shall be paid and not reduce the employee's break or lunch periods. When safety training or meetings intrude into regular work time, except when overtime

is required, the employee shall not be responsible for failure to complete assigned tasks. In such cases, when possible the Employer will schedule the work to reasonably accommodate the transportation and child care needs of workers. Safety trainings will be conducted in a manner that employees are capable of understanding. If the Employer has an employee who is capable of providing translation (including in Spanish, Russian and Vietnamese), the Employer will make reasonable efforts to schedule such employee to translate safety trainings. If the Employer does not have an employee who is capable of providing translation for employees who are not fluent in English, the Employer will conduct trainings using visual demonstrations. If there is the need for an urgent safety training at a worksite, and there is no employee at the worksite capable of providing translation for employees who are not fluent in English, the Employer may conduct the training using visual demonstrations.

The Employer will provide the Union with a copy of any new safety policy when requested.

Section 3. Drug Testing

The Employer reserves the right to establish any lawful policy concerning employee use, possession or transfer of alcohol, controlled substances or drugs as a condition of employment, provided that such policy does not conflict with the provisions of this Agreement. Drug and/or alcohol testing will not, however, be conducted randomly unless required by law, or requested by the customer through written communication and/or stated in the customer's contract. In the event of a positive drug test, a second forensic test of the specimen initially collected will automatically be conducted, consistent with the federal workplace standards.

Section 4. Recycling

The Employer shall not obligate an employee to sort through trash to recycle or otherwise recover material unless it is in a clean and safe process.

Section 5. Stairs

Employees shall not be assigned to use the stairs to transport supplies, carts or equipment between floors if there is a working elevator.

Employees shall not be assigned to use the stairs to transport supplies, carts or heavy equipment without the assistance needed for safety.

Section 6. Safety from Crime and Violence

All employees have the right to work in safety from crime and violence. The Employer will investigate and take any available and appropriate action to protect the security of employees, customers and the general public. The Employer and Union agree that the definition of violence includes threats (either verbal or behavioral) and the violent act itself.

Examples of verbal threats may include, but are not limited to language that is abusive, insulting, intimidating or expressing an intent to hurt, punish or inflict injury to co-workers, supervisors, management, customers and the general public.

Examples of behavioral threats may include, but are not limited to actions that indicate imminent danger or harm to co-workers, supervisors, management, customers and the general public.

When hours of work require employees to arrive at or depart from worksites between the hours of 9:00 p.m. and 6:00 a.m., as a safety precaution the Employer will make a good faith effort to secure onsite parking at no cost to the employee.

Section 7. Access to Water

The Employer recognizes the physically demanding nature of janitorial work and the need for employees to remain hydrated for their health. Accordingly, employees are allowed to carry water bottles in approved containers, to drink from customer faucets or water fountains in break rooms or in public areas. Employees are not, however, authorized to drink from customer supplies of privately purchased water (bottles, filtration systems, etc.).

Section 8. Use of Personal Vehicles

Employees will not be required to carry trash, equipment, chemicals, or supplies in their personal vehicles or on any form of public transportation.

ARTICLE 11 • INDUSTRIAL INSURANCE

The Employer will furnish worker's compensation insurance and the premiums shall be paid by the Employer.

ARTICLE 12 • SENIORITY

Section 1. General Rules

A. Beginning Date

1. Part time, full time, probationary, on-call, and other employees covered by this Agreement earn seniority on an equal basis.
2. An employee's seniority date is the date of hire with an Employer or, in case of successorship with an SEIU contractor, the hire date at a Union job location or route, whichever is longer. Proof of successorship shall be supplied by the Union in writing.

Further, in the case of successorship, said seniority date of employment shall be used solely to determine eligibility for wages and benefits.

3. For employees who are hired on the same date, the hours worked would determine seniority (i.e. the most hours would be most senior).

B. Location

1. Worksites: A building is a worksite.

If a common property management has a worksite with multiple buildings, then it shall be treated as a single job location, provided it meets the following criteria:

- a. Common property management, and
- b. All buildings within the worksite were awarded in one service agreement, and
- c. All buildings considered to be within the worksite are no farther than one (1) mile from the nearest other building within that worksite.

For future large contracts, which is defined as a single contract awarded to a signatory contractor to clean over 500,000 square feet, which falls under the criteria of clauses one (1) and two (2) above but does not fit the criteria described in the above clause three (3), the Employer and the Union will agree in writing how to define the worksite within six (6) months of the Employer beginning service to the customer.

For multiple common sites that do not fit criteria described above, a building will be considered a worksite.

2. Route Work: Route work, as defined by the Employer, shall be treated as a single location regardless of the number of locations worked.

C. Application

Provided the employee is qualified to perform the work, the most senior employee shall have the right of first refusal, priority or otherwise prevail in the event of regular openings, layoffs (excluding shop stewards pursuant to Article 5, Section 2.C. – Union Rights), reductions in staff or hours, assignment of overtime, shift scheduling, vacation scheduling and the scheduling of work on holidays. Determination of qualifications shall be the sole discretion of the Employer.

In cases of layoffs, shop stewards shall have "super" seniority in their worksite only. Shop stewards shall be last worker laid off and the first worker recalled, if they have sufficient seniority to qualify pursuant to Article 5, Section 2.C. – Union Rights.

Section 2. Openings, Transfers and Promotions

A. Intent

The purpose is to establish a procedure to determine among multiple applicants who is granted a position in cases of openings, transfers or promotions. The following provisions do not allow employees with more seniority in one building or account to displace, bump or remove employees with less seniority in another building or account who are satisfactorily performing their assigned work.

B. Transfer and Recall List

The Employer will maintain a single transfer and recall list and post openings in their office. The list will include the name of the employee seeking a transfer or re-employment after layoff and the position(s) to which the employee seeks to transfer or be re-employed. The transfer and recall list will be arranged by seniority and the most senior employees will be given first priority for open positions corresponding with their request.

Within two (2) business days of a position becoming open, the Employer will call the phone number provided by the employee on the transfer and recall list to offer the position to the most senior employee whose request corresponds with the open position, and will expediently place the employee once they have accepted the position. When calling through the list, if an employee is not immediately available, the Employer will leave a message and provide the employee with twenty-four (24) hours to call back to accept or decline the position before offering it to the next employee on the list. In the event the Employer needs to quickly fill a position to staff a job, the Employer may temporarily fill the position with a substitute employee, until the Employer can permanently fill the position from an employee on the list.

C. Opportunity for Full-Time Employment

Employees employed less than full-time will have the opportunity to be reassigned to full-time employment, where openings exist, prior to the employment of new employees. Part-time employees will make their request for full-time employment known to the Employer in writing. If additional hours become available at a worksite where a part-time employee who desires full-time work is regularly scheduled to work, the part-time employee will have preference over any employee on the transfer and recall list for those hours. In the event that two (2) or more part-time employees at the same worksite seek full-time work, the part-time employee with the most seniority will be awarded the full-time work.

D. Employee's Length of Service

An employee must have completed at least five hundred and twenty-two (522) hours of continuous service in her/his present position to be eligible.

E. Employees Must Make Such Request in Writing

The employee will provide written notice to the Employer to request a transfer or promotional opportunity. Such a request will remain active for no less than one year. The Employer will provide the employee with a dated copy of the request showing proof of receipt. The date on the copy will be the effective date that the employee will be considered to be on the transfer and recall list.

F. Qualified

The employee will be granted such position based on seniority if they are qualified to do the available work. If the most-senior employee whose request corresponds to an open position does not have a required qualification for the position, the Employer will provide the employee with a written explanation of the reason(s) why the work was not offered upon written request by the employee, Union representative or Union Steward. The Employer will specify a plan for the employee to gain the required qualifications if it is possible for the employee to do so. If the employee completes the plan and gains the required qualifications, the employee will then be eligible to fill open positions from the transfer and recall list where the qualification in question is a requirement of the job.

Section 3. Overtime

Overtime connected with the regular shift and duties of an employee and which is normally performed by on-site employees shall first be offered to the employee who regularly performs that work and, secondly shall be offered to the other qualified employees working at the site or in the respective floor or carpet crew, with the most senior employees holding the right of first refusal. The employer will post a list at worksites with five (5) or more employees where employees can sign up if they are interested in overtime. The overtime will be awarded to the most senior employee at the worksite on the list. Determination of qualifications shall be the sole discretion of the Employer.

Section 4. Lead Positions

The Employer will appoint such positions on the basis of merit and ability. Any employee accepting promotion shall be given up to two (2) weeks' opportunity to perform the duties of the lead position. The employee can waive this two (2) week period if he/she decides not to pursue the lead position. An employee who fails to perform the promotional duties or who otherwise elects to decline the promotion within the two (2) week trial period will be given the opportunity to return to their previous work ~~according to the Bumping Procedure of Section 5 of this Article.~~

Section 5. Layoffs

A. Notice to Employee

In the event of a layoff, an employee shall be given written notice in no less than one (1) week, which shall include instructions on the Employer's return to work policy and the relevant terms of this Agreement. For the purpose of determining which employees will be subject to layoff, the Employer will first take volunteers by worksite. If there is not a sufficient number of volunteers at the worksite, the least-senior employee will be subject to layoff, with the exception of Union Stewards in accordance with Article 5, Section 2C. The layoff will be determined by worksite, and not across the Employer's workforce. Notice of where to find listings of available openings will be provided to the employee, including electronic bulletin board postings, when feasible.

In the event that the employee is laid off, he/she shall be placed on the Transfer and Recall list for six (6) months.

Section 6. Wage Continuation

For voluntary transfers, the employee shall be paid the wage rate that properly corresponds to their new job.

For involuntary transfers, the employee's wages shall not be reduced unless the employee was being paid above Union scale, or unless mutually agreed to by the Employer and the employee.

ARTICLE 13 • CLASSIFICATIONS OF WORK

Section 1. Classifications

A. Janitor

Janitor responsibilities include, but are not limited to, the following: trashing, dusting, restroom cleaning, office and corridor cleaning, entrance cleaning, wall cleaning, vacuuming, stocking basic supplies, polishing metal fixtures and trimmings and dry and wet mopping, cleaning entryway glass, door glass, partition glass and re-lite glass as long as such cleaning does not use the tools of the window cleaning trade (e.g. a ladder over six (6) feet or a squeegee over twelve (12) inches). The Janitor may use their personal or Employer's vehicles to perform their duties at multiple worksites.

B. Maintenance/Utility

Maintenance/Utility responsibilities include, but are not limited to, the following: periodic or irregular carpet and floor care work, pressure washing, minor repairs, general maintenance and moving or rearranging furniture.

C. Carpet and Floor Care

Carpet and floor care responsibilities include, but are not limited to, the following: regular carpet shampooing and extraction and floor stripping and finishing.

D. Leadperson

Working Lead person responsibilities include, but are not limited to, the following: overseeing employees performing periodic work, training probationary employees, and maintaining communication with building management in addition to janitorial, carpet and floor care duties.

E. Route Leads

Route lead duties include, but are not limited to, overseeing employees' work in multiple worksites, training probationary employees, delivering supplies, maintaining communication with building management and filling in for absent coworkers.

F. Airport Food Court Attendant

Airport Food Court Attendant responsibilities may include but are not limited to, the following: removing food trays, cleaning food trays, cleaning tables, spot carpet cleaning, spot vacuuming, cleaning counters and cleaning up spills.

G. Designated Custodian

Designated custodian responsibilities are those specific to K-12 facilities, including janitorial and maintenance and utility job duties, such as but not limited to, checking exterior of building for broken windows, checking heating plant and boilers, flushing building water lines, putting out the flag, setting up for daily activities, answering signal bells, writing orders for repairs, ordering supplies and meeting with Principal or other administrative staff.

H. Cleanroom Technician

Cleanroom Technicians work in the following areas: 1. Under Raised Floor, 2. Interstitial, 3. Chemical Transfer, 4. Sub-Fab. Tasks include, but are not limited to, the following: removal of particles from walls and furniture; vacuum under raised floors and ceilings; garbage, including the removal of glass, plastic, metals, acids, and hazardous chemicals; utilization of HEPA/ULPA filtered vacuum equipment; emergency spill response; and complete clean space decontamination.

I. Cabin Cleaners

Cabin cleaner duties include, but are not limited to, cleaning the inside of airline cabins, and airline janitorial maintenance.

J. Recycle Tech

Recycler Tech duties include, but are not limited to, recycling, salvaging, and/or sorting of cardboard, computer parts, heavy materials, plastic and/or foam, and these employees are required to be forklift certified. The definition of Recycler Tech does not include janitors responsible for emptying recycling receptacles in non-industrial settings such as office buildings, universities, nor does it include employees who are not required to maintain forklift certification.

Section 2. Working Out of Classification

Employees shall not refuse to perform work temporarily out of classification provided that the employee is qualified to do the work.

A. Above Classification

Employees must work at least one (1) hour in the higher classification to receive the higher pay scale.

Examples:

From Airport Food Court Attendant to Janitor: The employee will receive the janitor wage rate.

From Janitor to Carpet/Floor Care: The employee will receive the carpet or floor care wage rate.

B. Below Classification

Examples:

From Carpet/Floor care work to Janitor: The employee will receive the Carpet/Floor care rate.

From Carpet/Floor Care Work or Janitor or Airport Food Court Attendant: The employee will receive the Carpet/Floor Care or Janitor Rate.

Also, excluding permanent job reassignment or temporary reassignment to accommodate a disabling condition, the employee will receive the higher wage rate.

ARTICLE 14 • WAGES

Section 1. Janitor Pay Scales and Geographic Zone Definitions

The following represent the minimum Janitor wage scales. The scope of this agreement is divided into four (4) geographic areas, which are defined below with the applicable wage scale for that zone.

A. AREA 1: Central City, Lloyd District

This applies to the BOMA-defined areas comprising Portland’s Central Business District comprising the following geographic areas defined as follows:

- 1. Downtown Portland area** in the City of Portland defined as follows: That area bounded on the North by the Broadway Bridge and Lovejoy Street; on the South by the Ross Island Bridge; on the East by the Willamette River and on the West by Barbur Boulevard and I-405 which shall be considered the Downtown Area.
- 2. Lloyd District area** in the City of Portland defined as follows: That area in the City of Portland bounded on the North by NE Broadway St.; on the South by I-84; on the East by NE 9th Ave. and on the West by the Willamette River.

Wages for this zone are as follows:

	7/1/2016	7/1/2017	7/1/2018	7/1/2019
start	10.15	11.65	12.40	12.90
1040 hrs	12.25	12.70	13.10	13.50
2080 hrs	12.80	13.25	13.65	14.05
3120 hrs	13.35	13.80	14.20	14.60
4160 hrs	14.00	14.45	14.85	15.25

Entry level pay for years 2, 3, and 4 of the agreement will be increased to 40¢ above the Oregon, as shown above, minimum wage with adjustments made on July 1 of each contract year.

B. AREA 2: Washington Square, Kruse Way/Lake Oswego, Barbur Boulevard/John’s Landing, Tualatin/Wilsonville

This area consists of the BOMA-defined submarkets of Washington Square, Kruse Way/Lake Oswego and Barbur Boulevard/John’s Landing, and applies to those areas within the Counties of Multnomah, Washington and Clackamas defined as follows:

- 1. John’s Landing/Barbur Boulevard** is the area in the County of Multnomah that is defined as follows: That area bounded on the North by the Ross Island bridge and Barbur Boulevard; on the South by the Clackamas/Multnomah

County line; on the West by Barbur Boulevard to the Beaverton-Hillsdale Hwy, Washington/Multnomah County Line; and on the East by the Willamette River.

2. **Washington Square** is the area within Washington County that is defined as follows: That area that is bounded on the West by the Metro-defined urban growth boundary; on the East by I-5 and the Washington/Clackamas County Border; on the North by Hwy. 210 to the Hwy. 217 Interchange, Washington Square Mall, SW Oleson Rd. and SW Multnomah Rd and on the South by the Tualatin/Tigard City Line.
3. **Kruse Way/Lake Oswego** is that area of Clackamas County that is defined as follows: That area bounded on the North by the Clackamas/Multnomah County Line; on the West by I-5; on the East by the Willamette River and on the South by the Lake Oswego City limits.
4. **Tualatin/Wilsonville** is defined as follows: The areas within Washington and Clackamas Counties that are in and around the cities of Tualatin and Wilsonville that fall within the Metro-defined urban growth boundary.

Wages for this zone are as follows:

	7/1/2016	7/1/2017	7/1/2018	7/1/2019
start	10.15	*	*	*
1040 hrs	12.10	12.55	12.95	13.35
2080 hrs	12.65	13.10	13.50	13.90
3120 hrs	13.20	13.65	14.05	14.45
4160 hrs	13.75	14.20	14.60	15.00

**Entry level pay for years 2, 3, and 4 of the agreement will be increased to 40¢ above the Oregon minimum wage with adjustments made on July 1 of each contract year.*

C. AREA 3: Greater Tri-County Area

This area is defined as follows: The area within the geographical jurisdiction of Multnomah, Washington, Clackamas and Columbia Counties within the State of Oregon, which does not fall into the definitions of Area 1 or 2 above.

EXHIBIT A

Wages for this zone are as follows:

	7/1/2016	7/1/2017	7/1/2018	7/1/2019
start	10.15	*	*	*
1040 hrs	12.10	12.55	12.95	13.35
2080 hrs	12.65	13.10	13.50	13.90
3120 hrs	13.20	13.65	14.05	14.45
4160 hrs	13.75	14.20	14.60	15.00

**Entry level pay for years 2, 3, and 4 of the agreement will be increased to 40¢ above the Oregon minimum wage with adjustments made on July 1 of each contract year.*

D. AREA 4: Clark County

This area applies to the geographical area to include all of Clark County, Washington.

Wages for this zone are as follows:

	7/1/2016	7/1/2017	7/1/2018	7/1/2019
start	9.87	*	*	*
1040 hrs	11.90	12.35	12.75	13.15
2080 hrs	12.65	13.10	13.50	13.90
3120 hrs	13.20	13.65	14.05	14.45
4160 hrs	13.75	14.20	14.60	15.00

** Entry level pay for years 2, 3, and 4 of the agreement will be increased to 40¢ above the Washington minimum wage with adjustments made on July 1 of each contract year.*

Section 2. Floor and Carpet Pay Scales:

Floor and Carpet Care members will receive \$1.50 per hour above the janitorial rates.

Floor and Carpet Care Leads will receive \$2.00 per hour above the janitorial rates.

Section 3. Working Foreperson Premium:

An employee performing the duties of a working Foreperson shall receive not less than five percent (5%) above those working under their supervision.

Section 4. Route Leads

Route leads will receive 25% above the journeyman rate for each year of the contract.

Section 5. Maintenance/Utility Premium:

Maintenance/Utility work shall receive an additional \$.35 per hour.

Section 6. Clean room

Clean Room Technicians will receive an additional \$.25 per hour.

Section 7. Recycle Tech

Industrial Recyclers will receive an additional \$.25 per hour.

Section 8. Longevity differential

Employees will receive an additional \$0.25 per hour after their twentieth (20th) anniversary. Effective July 1st, 2018, employees will receive an additional \$0.25 per hour after their fifteenth (15th) anniversary.

Section 9. Scale for Window Cleaning

Employees performing window cleaning work shall be paid the wage and fringe benefit levels specified in the SEIU Local 49 Window Cleaner Agreement. The Union shall inform the Employer in writing of said wage and fringe benefits. Exceptions to this requirement are: cleaning entryway glass, door glass, partition glass and re-lite glass as long as such cleaning does not use the tools of the trade [e.g., a ladder over six (6) feet or a squeegee over twelve (12) inches].

Section 10. Prevailing Wage

Employees who work in buildings covered by prevailing wage laws (for example, C-Tran) will receive a notice in their first paycheck detailing: 1) Their contractual base rate; 2) the prevailing wage differential; and 3) a line-item description of fringe benefits and their costs. Any time that the employee's hourly wage changes, the employee will receive an updated explanation accompanying the first paycheck in which the change occurs explaining the reason for the change.

ARTICLE 15 • WORK RELATED TRAVEL REIMBURSEMENT

Section 1. Mileage Reimbursement

A. Rate

Employees who use non-Employer-owned vehicles in performance of duties for the Employer shall be reimbursed in accordance with the current IRS guidelines for business miles.

B. Provisions

1. Distance Paid

Mileage shall not be paid for the distance from home to the first work location, or from the last location of work to home. Mileage shall be paid for the distance from the first work location to the last work location.

2. Mileage Log

Mileage must be recorded on the employee's timecard or a special log, as required by the Employer. The Employer reserves the right to establish a reasonable route.

3. Pay Period

At the minimum, mileage shall be paid monthly according to the Employer's payroll procedures.

4. Work Expenses

Cell phone charges and other work related expenses must have prior written authorization from Employer's management before reimbursement, except for emergencies.

Section 2. Time

A. Route Work Travel Time

All travel time between work locations shall be paid as time worked for employees who are required to move from location to location to location in the course of performing his/her work. Employers will not require employees to take the bus if employees are able and willing to drive between sites and comply with the employer's driving policy.

B. Overnight Travel

All travel time shall be paid as time worked and all accommodations and meals will be paid for by the Employer when the employee is assigned to stay at a location overnight by the Employer.

**ARTICLE 16 • BIDDING ACCOUNTS CURRENTLY UNDER
AN SEIU LOCAL 49 AGREEMENT**

Whenever the Employer bids or takes over the servicing of any job location where the present employees are working under the terms of a Collective bargaining agreement to which the Union is a signatory, the Employer will bid according to the wage scale and fringe benefits contained in such existing agreement, and the Employer will continue to provide such wages and fringe benefits according to the pre-existing Collective bargaining agreement in the event the Employer takes over the servicing of the account.

The outgoing Employer will notify the Union at least fifteen (15) calendar days prior to the termination of its cleaning contract at a location covered by the Agreement, if possible. The notice from the outgoing Employer will include a list of all previously approved vacations scheduled to occur after the termination of the Employer's cleaning contract. The outgoing Employer is responsible for paying all eligible employees for all unused and accrued wages and benefits under this Agreement (including accumulated vacation, prorated to the employee's last day of work).

The successor Employer agrees to notify the Union at least fifteen (15) calendar days prior to the start of a new work location covered by this Article, if possible. The successor Employer shall request from the Union the names of workers employed at the location, their anniversary dates and wage rates. The Employer agrees to hire all current employees at the location with no reduction in wage rates, benefits or seniority. Notice of opportunity for continued employment will be provided in writing.

The successor Employer agrees to hire all current employees at the location with no reduction in wage rates, benefits or seniority (including eligibility for State and Federal Family Leave laws) under the current Agreement if the employees pass all the regular Employer screening criteria and hiring processes. These may include: passing required drug testing, security checks and criminal history screening.

The successor Employer will recognize the employees' original seniority date with the outgoing Employer for the purposes of calculating benefits based on seniority. Employees will be permitted to use vacation as they accrue it with the successor Employer, without an additional waiting period. The Union will provide the successor Employer with a list of all vacations approved by the outgoing Employer as soon as such list is provided to the Union by the outgoing Employer, and the employee may inform the successor Employer of the scheduled vacation. If the successor Employer receives the notice of scheduled vacation from the employee or the Union before the successor Employer begins work on the new account, the successor Employer will provide unpaid time off for those dates, and will allow the employee to use any accrued vacation time with the successor Employer. If the successor Employer does not receive notice until after work has started on the account, the Employer may grant the employee time off.

**ARTICLE 17 • BIDDING ACCOUNTS NOT CURRENTLY UNDER
AN SEIU AGREEMENT**

All terms and conditions of this Article will be in effect for the first twenty-four (24) months for wages and thirty-six (36) months for health and welfare and pension benefits from the start date of each new site started. The twenty-four (24) month wage, health and welfare and pension provisions from the 2008 – 2012 Master Contract will apply to all employees hired prior to July 1, 2012.

The Employer agrees to notify the Union prior to the start date of any site that is to be covered by this Article. This notice is to include: location, start date, and previous contractor (if known).

Nothing in this Article prevents the Employer from accelerating the phase-in of this Article.

Section 1. Wages

The Employer may pay at a rate of fifty cents (\$.50) per hour less than the wage scale rate that is in effect on the service start date for each site, for the first twenty-four (24) months they service the account.

Section 2. Health and Welfare Benefits

The Employer will be relieved for the first thirty-six (36) months they service the account of paying healthcare contributions. Employees must meet all other eligibility standards as defined in this Agreement.

Section 3. Pension Benefits

There will be no pension contribution during the first twenty-four months this Article is in effect.

Section 4. Benefits Other than Health and Welfare Benefits and Pension

Employees working under this Article will be eligible for all benefits enumerated elsewhere in this Agreement after working continuously for five hundred twenty two (522) hours and completing one year of employment. After fulfilling these requirements, employees must meet all other eligibility standards as defined in this Agreement.

Section 5. New Union Contract Hiring

When the Employer takes over the servicing of an establishment that previously was not being serviced by a Union contractor and the Union can demonstrate that the changeover of contractors was a direct result of the Union's organizing efforts, the Employer shall hire the employees of the previous contractor or other Union referrals. Workers hired under this provision shall be

considered new hires and are subject to the Employer's hiring procedure, including determining qualifications during the probationary period of employment.

Section 6. Notification of Terms

The Employer will provide any employee being offered work in accounts falling under this Article an explanation of the wages and benefits associated with the work, in writing, at the time that the work is offered, unless this information was provided at time of hire.

ARTICLE 18 • HOLIDAYS

Section 1. Observed Holidays

The following days shall be observed as holidays with pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day (1/2 day only), Christmas Day and New Year's Eve Day (1/2 day only), and the Employee's birthday as specified below.

Employees whose buildings are closed on a holiday that is not listed above, and who are not directed to report to work as scheduled, will have the following options:

- A.** Take an unpaid day off work,
- B.** Use accumulated vacation or a floating holiday to cover the day off, or
- C.** Request to work a shift at a different location. In this case, employees will be assigned to different locations in order of seniority, provided that work is available.

Floating Holiday: Employees with two (2) or more years of service will be granted one (1) floating holiday per contract year. Floating holidays must be used during the contract year (July 1 to June 30) in which they are earned and can be used for any purpose.

Employee's Birthday: Employees with seven (7) years of continuous service will have their birthday observed. For such cases, the employee shall have the option to request a day off with pay within three (3) months of their birthday, or to receive an extra day's pay. If an employee fails to take a day off with pay within three (3) months of their birthday or to affirmatively elect to receive an extra day's pay, the employee will be paid for the birthday on the payday following the three (3) month window. Alternatively, the Employer may elect to provide the employee with a paper check (not direct deposit) for the number of hours regularly-worked by that employee in one day. The check will be issued before the fifth (5th) day of the month in which the employee's birthday falls. The check will include a note explaining that the check is intended to cover a day that the employee takes off in order to celebrate their birthday, or can be deposited without the employee taking a day off, if they so desire. Employees whose regularly-scheduled hours vary throughout the workweek will be eligible for the number of hours they regularly work per week divided by five (5).

Section 2. Scheduling

- A.** The calendars in Appendix A show the days that each holiday will be observed. The Employer may change the day on which the holiday is observed in accordance with Subsections B – D of this Section, provided that the Employer informs the employees affected as soon as practicable.
- B.** For employees working Monday-Friday schedules, if a holiday falls on a Saturday, then the Employer may elect to observe it on the previous Friday. If the holiday falls on a Sunday, the Employer may elect to observe it on the following Monday.
- C.** For employees working on a Sunday–Thursday schedule, if a holiday falls on a Friday, Saturday, Sunday or Monday, then the Employer may elect to observe it on that Sunday.
- D.** The Employer may schedule an alternate holiday date with pay when the original holiday date does not meet the Employer's customers' regular work requirements or employees' preferences. In those cases where employees must work a holiday due to the customer's work requirements and an alternate day is scheduled, the employee's requested alternate day shall not be unreasonably denied.

Section 3. Start Date

For the purpose of establishing the holiday date, the date on which a shift begins will be considered the workday.

Section 4. Eligibility

A. Regular Employees Only

Employees must have worked continuously for the Employer for a period five hundred and twenty-two (522) hours or more, and must

- Regularly work five (5) days per week, or
- Regularly work forty (40) hours per week

to qualify for the holiday.

B. Schedule of Work

Employees must work their scheduled day before and scheduled day after a holiday to receive holiday pay, unless the employee has taken an authorized day of vacation, other paid leave of absence, or has reported ill, or is unable to come to work due to inclement weather (provided the employee meets the burden of proof as set forth in Article 9, Section 7). In case of illness, reasonable proof will be required. Employees laid off by

the Employer up to seven (7) calendar days before a holiday, or laid off the day after a holiday shall be entitled to the holiday pay.

C. Holiday Worked Pay

Eligible employees working holidays, in addition to straight time earned, shall be paid at the rate of time and one-half (1½) for the time worked by such employee. Employees not otherwise eligible for holiday pay shall be paid at the rate of time and one-half for the time worked on the holiday.

D. Holiday Not Worked Pay

Employees who do not work on a holiday shall receive holiday pay at straight time based on the hours of work usually performed by them and upon their classification rate. Employees who work less than forty (40) hours per week shall be paid prorated holiday pay in accordance with their work schedules for the preceding ninety (90) calendar days.

E. Holiday During Vacation

Vacation pay will not be used as a substitute for holiday pay if a holiday falls within an employee's vacation. In such instances, the employee will receive holiday pay.

ARTICLE 19 • VACATION

The Parties recognize that Oregon's Sick Time law (ORS 653.601 to ORS 653.661) provides a minimum amount of paid time off to employees under this Agreement who are absent from work for a "qualifying absence." It is the intent of the parties that this Article exceeds the minimum requirements of the Oregon Sick Time law.

Section 1. Earned Vacation

A. Basis for-Accrual

Vacation shall be earned based on compensated hours and prorated on an hourly basis.

B. Rate of Accrual

Vacation shall accrue from the date of hire. Full-time employees shall accrue vacation at the following rate:

Years of service	Days of Vacation Accrued per Year
One (1) year of continuous service	Five (5) days
Two (2) years of continuous service	Ten (10) days
Six (6) years of continuous service	Eleven (11) days
Seven (7) years of continuous service	Twelve (12) days
Eight (8) years of continuous service	Thirteen (13) days
Nine (9) years of continuous service	Fourteen (14) days
Ten (10) years of continuous service	Fifteen (15) days
Eighteen (18) years of continuous service	Twenty (20) days

For the purpose of this Article, a year of service is based on an employee's anniversary date of hire (or, in the case of successorship with an SEIU contractor, the date of hire at a Union job location or route, whichever is longer). For example, an employee hired on June 1, 2014 will accrue vacation at the two (2) years-of-service rate beginning on June 1, 2015. In this case, provided that the employee works full time, they will accrue ten (10) days of vacation between June 1, 2015 and June 1, 2016.

Accrual rate for employees with less than one (1) year of service: Employees with less than one (1) year of service will accrue vacation at the rate of one (1) hour for every thirty (30) compensated hours. Once the employee has accrued forty (40) hours, no more vacation will accrue until the employee reaches their one (1) year anniversary date.

C. Eligibility

Employees will be eligible to use accumulated vacation upon completion of ninety (90) days of employment (based on their anniversary date). The Employer will allow employees with less than one (1) year to take approved unpaid days off if requested in accordance with employer policy.

D. Informing Employees

Employers will inform employees in writing, at a minimum, every three (3) months of the number of vacation hours that have been accrued. Employers who provide this information on employee paystubs will be considered to be in compliance with this requirement.

Section 2. Payment for Earned Vacation

A. Cash Out and Rate of Pay

Employees may elect to be compensated in cash for their unused vacation. Employers will only cash out employees' vacation when the employee has made an affirmative election for such payment. Vacation time, when used throughout the year, will be paid to the employee on his/her next paycheck following usage, and will be paid at the rate of pay in effect at the time of payment. Cash out of vacation pay is to be paid the second payday after the pay period of the employee's anniversary date of hire at the rate of pay in effect at the time of payment.

B. Payment on Termination

Employees who have completed the probationary period and are terminated any time after six (6) months of employment and have given the Employer at least one (1) week's notice shall receive prorated vacation pay, effective from the date of hiring, except employees who forfeit vacation pay due to reasons stated in subsection C of this Article.

C. Forfeiture

An employee terminating or resigning will forfeit their vacation pay for:

1. Failure to turn in their ID card, security badge, keys, or uniform; or
2. Failure to provide one (1) weeks' notice except for reasons beyond the employee's knowledge and control; or
3. Termination for Just Cause, for acts of misconduct where progressive discipline is not required.
4. In the event an employee forfeits vacation under this provision and is re-hired by the Employer within six (6) months, the employee will have access to up to forty (40) hours of forfeited vacation, less any hours used for a qualifying absence in the twelve (12) months prior to termination.

D. Withholding

No more than the regular withholdings shall be deducted from vacation pay.

Section 3. Vacation Scheduling

- A. Vacation will be granted on a first-come, first-serve basis. However, should two or more employees request the same days of vacation on the same day, seniority will prevail in deciding who is granted leave.

- B. The employer will respond to vacation requests within two (2) weeks of receipt of the request which will be submitted in accordance with company policy.
- C. If an employee's original request for vacation is denied, upon request, the Employer will provide the employee with a list of alternate dates available for the employee to take vacation.
- D. Employee's pre-scheduled vacation will not be canceled once it has been approved due to unforeseen absences.

Section 4. Employer Policies

Any employer policy regarding vacation that restricts employees in any way other than those outlined in this Agreement is a mandatory subject of bargaining. Employees may utilize accrued vacation to cover authorized absences of any length. Employees may use vacation in increments of one (1) hour.

There will be no restriction on maximum amount of vacation an employee may take, however, employee requests may be denied based on business needs during the time requested.

ARTICLE 20 • SICK LEAVE

Section 1. Earned Sick Pay

A. Basis for Accrual

Sick pay shall be accrued based upon all compensated hours.

B. Eligibility

On July 1st, 2015 and July 1st, 2016, all employees will be granted one (1) sick day. Beginning on July 1st, 2017, all employees will be granted two (2) sick days per year, with new days being granted on July 1st of each year. The sick day(s) will be based on the regular hours worked by the employee. For employees whose hours vary throughout the week, the sick day(s) will be based on the total number of hours worked in a week divided by five (5).

C. Use

Employees may use sick days to cover their own injury or illness and for all other purposes allowable by law. Sick days must be used by June 30th, of each year.

Section 2. Payment on Termination

Employees will not be paid for unused sick days if they terminate employment.

ARTICLE 21 • LEAVES OF ABSENCE

Section 1. Request for Leave of Absence

Requests of notifications for leave of absence must be made in writing to the Employer and must comply with State and Federal law.

Section 2. Types of Leave

A. Illness, Pregnancy, and Family Medical Leave Not Covered by Law

The Employer will grant an unpaid leave of absence for the employee to recover from accident, illness or pregnancy for a period not to exceed twelve (12) months. When/if the employee is eligible for FMLA leave, this leave time will be deducted from the twelve (12) months.

B. Illness, Pregnancy, and Family Medical Leave Covered by Law

The Employer will comply with all terms and conditions of the State and Federal Family Medical Leave Acts (FMLA). FMLA leaves may apply for:

Leave to care for a family member; or

Leave for the Employee's serious health condition; or

Leave for the birth, adoption, or placement of a foster child; or

Leave to spend time with a family member who is in imminent danger of dying

On-the-job injury compensable under workers' compensation if the injury is a serious health condition.

The Employer will, upon notice of an employee taking FMLA leave, provide the employee with a detailed notice of his or her legal rights and responsibilities.

C. Bereavement

The Employer will grant a leave from work up to ten (10) days, only three (3) of which shall be paid, for the observance of a death of an immediate family member.

Bereavement pay will be based on the regular hours worked by the employee, and must be taken within sixty (60) days of the employee becoming aware of the death. An additional six (6) days of travel time will be allowed upon presentation of proper documentation. Such leave or travel time may be extended upon employer approval. Members in the immediate family are defined as the employee's siblings, children, grandchildren, parents, parents-in-law, grandparents, spouse or domestic partner, and these relationships are considered equal whether by law or by biological tie. The employee must furnish proof of relationship and proof of death upon request.

D. Jury Duty

Day employees are eligible for jury duty leave after they have completed five hundred twenty-two (522) probationary hours and when they are required to act as a juror on a day when the employee is scheduled to work. The employee also must notify the Employer in writing and at least ten (10) calendar days in advance of service. For daily calls, the employee must notify the employer immediately upon receiving notice of said service. Employer shall pay the employee, in lieu of any other compensation received by the employee for jury duty for that day, the difference between the amount of compensation received by the employee during jury duty and the amount of compensation the employee otherwise would have received from the Employer for that day for up to twenty (20) calendar days. For an employee who works less than forty (40) hours per week, jury duty pay shall be prorated in accordance with the employee's work schedules for the preceding ninety (90) days. In order to receive payments under this section, the employee must provide the Employer with timely proof of jury duty service. The Employer reserves the right to request that any employee performing essential services for the Employer be excused from jury duty. Probationary employees agree to cooperate with the Employer in requesting deferral of jury duty.

E. Unpaid Personal Leave

For employees who have completed their probationary period and have completed a total of six (6) months of continuous employment, the Employer may grant an unpaid leave of absence for personal reasons for up to sixty (60) calendar days and such requests shall not be unreasonably denied. Personal unpaid leaves of absence shall not be taken more than once every two (2) years.

With advance notice of three (3) days, except in an emergency, employees will be provided unpaid personal leave to attend school conferences that cannot be scheduled outside the employee's work hours.

Section 3. Reinstatement

A. Time Frame

- 1. Illness, Pregnancy and Family Medical Leave Not Covered by Law:** The employee will be placed on the job according to the date referenced in the approved request. If the employee wants to return to work earlier than the approved request, the Employer shall have seven (7) calendar days to return the employee to the job.

FMLA and Workers' Compensation: The Employer will comply with Federal and State law.

Bereavement and Jury Duty: The employee will return to the job on the next working day.

Military Service, Unpaid Personal Leave, ICE Leave: The employee will be placed on the job according to the date referenced in the approved request. If the employee wants to return to work earlier than the approved request, the Employer shall have seven (7) calendar days to return the employee to the job.

B. Standards

With the exception of unpaid personal leave, the employee shall be reinstated to the former classification, shift, and location even if it has been filled during the employee's leave unless the employee would have been displaced had the leave not been taken. If the position has been eliminated, or if the employee is returning from a leave for illness, pregnancy, and family medical leave not covered by law or leave taken under Article 28 after being absent for more than six (6) months, the Employer must restore the employee to an equivalent available position. If no equivalent job is available at the former jobsite, then the employee must be restored to an equivalent job at another site within twenty (20) miles. For Employers with less than thirty (30) employees, if an equivalent position is not available, the employee will have the right to bump the least senior employee on his/her shift within that twenty (20) mile radius.

Section 4. Termination of Employment if Working for Another Company

Excepting military service, union leave, collective bargaining leave, during a layoff and other instances prohibited by law, an employee who engages in gainful employment without the permission of the employer while on leave shall be terminated from employment.

Section 5. Union and Collective Bargaining Leave

A. Notice to Employer Prior to Taking Leave

- 1. Union Leave:** The Union shall provide five (5) business days' notice to the Employer prior to an employee taking Union leave.
- 2. Collective Bargaining Leave:** The Employer shall be notified of the names of such employees and the time off requested for bargaining related activities.

B. Number of Employees on Leave at Any One Time

- 1. Union Leave:** The Union shall be entitled to withdraw one (1) full time (40 hours/week) employee for an Employer which has twenty-five (25) to one hundred (100) employees, or one percent (1%) of the employees for an Employer which has over one hundred (100) employees, for a Union leave of absence per calendar year.

No more than two employees per shift per worksite may be on Union leave at a time or more than one (1) employee per worksite with five (5) or fewer employees. Also, no more than one (1) employee on any floor or carpet crew may be on Union leave at a time. The Union will make reasonable efforts to accommodate periodic work plans of the Employer based on Employer's business needs.

The Union may withdraw a combination of part-time employees whose combined time limits would equal the allowable limits stated above.

The above limitation may be waived by mutual consent of the Employer and Union in writing. The Employer's waiver must be approved above the direct supervisor level.

- 2. Collective Bargaining Leave:** In addition to regular Union leave, during the period of negotiation with the Employer the Union may designate a reasonable number of additional employees to serve on the negotiating team for collective bargaining. The Employer will not interfere with the employees' ability to participate in collective bargaining, including any preparatory and planning meetings necessary.

C. Duration of Leave

Union leave may not exceed sixty-five (65) work days per calendar year per individual. Union leave shall not carry over from year-to-year.

The above limitation may be waived by mutual consent of the Employer and Union in writing. The Employer's waiver must be approved above the direct supervisor level.

D. Employee Return to Work

1. Employer Notice

Union Leave: The Union shall provide two (2) business days' notice to the Employer prior to the employee returning to work.

Collective Bargaining Leave: No notice is required.

2. Assignment

An employee returning from union or collective bargaining leave shall have the option to return to the same worksite, job classification, number of work hours and pay level that continuous employment would have provided.

E. Seniority

Employees on union and collective bargaining leave shall continue to accrue seniority.

F. Employees' Wages, Mileage and Benefits

The Union shall pay directly to the employee his/her wages and mileage while on Union and collective bargaining leave. Any withholdings and/or garnishments for which the Union has received proper legal notice will be withheld from employee's pay and/or expenses and paid as required by law.

In addition, the Union shall compensate the Employer for any employee's accrual of vacation time.

The Union shall pay directly to the Employer a pro-rata share of the employee's monthly benefits according to past practice. Further, the Union shall pay directly to the Employer the appropriate pension contribution for each hour worked under the Union and collective bargaining leave.

If the Union fails to make any payment by the fifteenth (15th) calendar day of the month following receipt of billing, a late payment fee of one percent (1%) per month will be assessed.

G. Indemnification

The Union shall indemnify and hold harmless the Employer from any and all claims for damages in the event of the Union's failure to make timely payment of wages and benefits to the Employee.

ARTICLE 22 • HEALTH AND WELFARE BENEFITS

Section 1. Identity of Trust

Service Employees International Union Local 49 (“Union”) and employees signatory to a labor agreement with Union created Service Employees International Union Local 49 Health and Welfare Trust (“Trust”) to provide health and welfare benefits on behalf of employees of signatory employers.

Section 2. Contribution Amounts for Healthcare, Dental and Vision, Short-Term Disability and Death and Dismemberment Benefits.

The Employer agrees to pay the following contributions to the SEIU Local 49 Trust on behalf of each eligible employee and their dependent children under the Kaiser Permanente Plan B or Plan C/SEIU Local 49 Trust or successor plans, and the Kaiser dental insurance plan and VSP vision plan or successor plans as determined by the Trustees. Premiums to cover employee-only coverage, and Employee and children, will be paid from Employer contributions, as outlined below, and surplus SEIU Local 49 Trust Fund reserves as determined by the Trustees.

Employees opting for Kaiser Permanente Plan C/SEIU Local 49 Trust to cover healthcare benefits for themselves and their dependent children, will pay \$40 per month throughout the term of the collective bargaining agreement.

	7/1/16	1/1/17	1/1/18	1/1/19	1/1/20
Employee only	\$600.52	\$625.44	\$669.22	\$709.38	\$751.94
Employee and children	\$678.24	\$706.39	\$755.83	\$801.18	\$849.26

Section 3. Contribution Due Date

Contributions are due and payable on or before the 10th day of the month following the accumulation of sufficient hours of work to be eligible for benefits from Trust. Contributions not received by the 20th of the month in which they are due and payable are delinquent. Delinquent contributions shall be assessed interest and liquidated damages in an amount set by the trustees of the Trust.

Section 4. Employer Bound by Terms of Trust Agreement and Acts of Trustees

The Employer accepts as its representatives the Employer Trustees who serve on the board of Trustees of Trust. The Employer agrees to be bound by the terms of the Service Employee

International Union Local 49 Health and Welfare Trust, and all past and future lawful acts of its Trustees. The Service Employees International Union Local 49 Health and Welfare Trust Agreement is incorporated herein and made a part hereof. The Employer will receive a copy of the Trust Agreement upon making a request to the administrative manager of the Trust.

Section 5. Eligibility for Participation in Trust

An employee shall qualify for benefits at the first (1st) of the month following fulfillment of the following qualifications.

A. Initial Eligibility

An employee becomes eligible for individual coverage under the health and welfare plan on the first (1st) day of the next calendar month after the employee has worked one thousand forty (1,040) hours. The employee is eligible for healthcare coverage for dependent children under Kaiser Permanente/SEIU Local 49 Trust Plan C after the employee has worked twelve (12) calendar months of continuous employment-

Completion of twelve (12) months of continuous employment will constitute a qualifying event for enrolling dependent children under Plan C, thereby allowing the employee to immediately enroll their dependent children. Employees enrolling their dependent children in Plan C will be required to switch to Plan C at the same time.

Employees who have a break in service, defined as being separated from employment for ninety (90) days or more, shall be required to reestablish their eligibility.

B. Continuing Eligibility

After an employee has qualified for initial eligibility the employee must have been compensated for one hundred twenty (120) hours in the previous month with the Employer for coverage in the following month.

C. Portability

Employees who initially qualify and who transfer within ninety (90) days or less between Employers contributing to the Trust, will have their hours counted toward their ongoing eligibility for health and welfare insurance. Employees must provide proof of hours worked. Contributions are due from the Employer for whom the employee works when the employee attains one hundred and twenty (120) compensated hours.

D. Use of Part-Time Employees

The Employer will not use part-time employees to avoid paying health and welfare contributions.

E. Questions of Eligibility

All questions concerning eligibility of employees for coverage, including the commencement and termination of coverage, shall be determined by the Trustees of Trust.

F. Opting Out of Plan Coverage

Employees may opt out of plan coverage by providing proof, annually and upon request, of alternative health coverage.

Alternative coverage is defined as:

1. Other group insurance (such as insurance through a spouse's or parent's employer)
2. Veterans Administration (VA)
3. Medicaid (Oregon Health Plan and Washington Apple)

By opting out, employees forego individual and family coverage.

Employees who elect to opt out of plan coverage will receive a monthly bonus of sixty dollars (\$60.00) per month less applicable taxes and withholdings.

Section 6. FMLA Compliance

The Employer shall comply with the provisions of State and Federal Family and Medical Leave Acts.

Section 7. COBRA Continuation Coverage

In case of a qualifying event, the Employer will notify the administrative manager of the Trust.

Section 8. Enrollment Information Provided by Employer

The Employer will distribute to all employees any benefit information and enrollment applications as provided by the Trust. The Employer is responsible for requesting an adequate stock of such documents. All employees shall receive applications and informational packets at their date of hire.

Section 9. Pre-Tax Payment of Premiums

Employee and dependent premiums may be paid as pre-tax payroll deductions as allowed under IRS Code 125 and in accordance with the Trust.

Section 10. Cost Adjustment

Cost adjustments for the plan coverage shall go into effect at the date determined by the Trustees of Trust.

Section 11. Plan Options

The Trustees of Trust will determine which plan(s) will be available, except in a case where the Employer has exercised an alternate plan option under Section 13 of this Article or where the parties have agreed to a specific plan under this collective bargaining agreement.

Section 12. Alternate Plan Purchase Option

The Employer, upon approval of the Trustees of the Trust, may select an alternate benefit plan that equals or is better than the benefits under the Trust plans. Dependent benefits must be made available at equal or lesser cost to the employee for the plans offered by the alternate provider and such benefits must be equal to or exceed the Trust plans. Any questions regarding comparability of benefits will be resolved by the Trustees of the SEIU Local 49 Trust, in consultation with their professional advisors.

Section 13. Dental and Vision Benefits

Employees may opt to self-pay for these benefits to cover their spouses, their dependent children or both.

ARTICLE 23 • PENSION

Section 1. Signatory

Employer is Signatory to the Service Employees International Union National Industry Pension Fund.

Section 2. Coverage

- A.** The Employer agrees to make periodic contributions on behalf of all employees covered by this collective bargaining agreement to the Service Employees International Union National Industry Pension Fund (“Fund”) in the amounts specified in Section 4 below.
- B.** The Employer will make contributions on behalf of all regular full-time and regular part-time employees after ninety (90) days of employment.
- C.** The Employer will make contributions on behalf of all temporary, seasonal and on-call employees after one thousand (1000) hours of employment.

Section 3. Term

The Employer agrees to become and remain a participating Employer in the Fund throughout the term of this Collective bargaining agreement, including any extensions thereof.

Section 4. Contributions

The Employer will make contributions to the Fund according to the following schedule:

- A. Starting July 1, 2012, the Employer shall pay into the Fund thirty cents (\$0.30) per compensable hour.

For employees who have worked previously as a covered employee for another Employer contributing to the Service Employees International Union National Industry Pension Fund, all hours of service for the previous Employer shall be counted for the purposes of the ninety (90) day exemption.

Contributions required by this provision shall be paid to the Fund on or before the fifteenth (15th) day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine.

Contributions shall be transmitted together with a remittance report containing such information, in such manner and on such form, as may be required by the Fund or their designee.

Section 5. Trust Agreement

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that Agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

Section 6. Cooperation

The Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

Section 7. Approval by Trustees

The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to,

failure of the Employer to timely pay contributions and expiration of a Collective bargaining agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective bargaining agreement is limited only to the categories of employment covered by the Collective bargaining agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

Section 8. Rehabilitation Plan

The parties to this Agreement adopt the Preferred Schedule of benefit changes and contribution increases provided in the Rehabilitation Plan adopted by the Service Employees International Union National Industry Pension Fund and set out in a memorandum dated November 25, 2009.

Section 9. 401(k)

The parties recognize that the State of Oregon is scheduled to implement the Oregon Retirement Savings Plan in July 2017. After that date, upon written request from the Union, the parties agree to meet and negotiate the implementation of the Oregon Retirement Savings Plan for employees covered by this Agreement who work in Oregon.

ARTICLE 24 • NO COMPETITION

No employee shall contract work on his/her own in competition with the Employer without the written permission of the Employer and the Union. Such permission shall not be unreasonably withheld.

The Employer may immediately terminate an employee who violates the terms of this Article.

ARTICLE 25 • SUBCONTRACTING

Employer shall not subcontract work performed by members of the bargaining unit except when the:

- Employer lacks special equipment, or tools, skills or straight time hours for performing the work; or
- Location of the work is in a geographical area that cannot be covered effectively by the Employer; or
- Customer has special requirements and requests.
- Start-up of a new contract or location (or emergency situation connected therewith) which involves at least a thirty percent (30%) or 100 employee increase in bargaining unit staff for the contractor.

The Employer shall provide to the Union all relevant information to document the validity of such exceptions prior to the start of subcontract work.

The Employer may use a subcontractor for up to one hundred and eighty (180) calendar days at a worksite. If the Employer has extenuating circumstances that need more than 180 days, Employer will notify the Union in writing before the 180 days expires to document the reason for the need to extend. The subcontract may be extended by mutual agreement.

For subcontracted work, the Employer will notify the subcontractor of the wages and fringe benefits to be paid to the subcontractor's employees, in accordance with this Agreement. Fringe benefits are defined as health and welfare and pension contributions. The Employer will be responsible for obtaining and providing verification to the Union of the subcontractor's compliance with this Agreement.

The Employer shall be held harmless and not liable for a subcontractor's failure to compensate its employees the wages and fringe benefits specified in this Agreement, provided that failure of the subcontractor to provide wage and fringe benefits shall result in termination of the sub-contract within thirty (30) calendar days.

ARTICLE 26 • CONTRACTING

Section 1. No Use of Other Business

The Employer will not attempt to avoid its obligation under this Agreement through, but not limited to engaging in, or contracting for any bargaining unit work through the use or device of any other business, including but not limited to: a sole proprietorship, partnership, joint venture, corporation or any other type of association.

Section 2. Double Breasting

To protect and preserve all work performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed as follows:

If the Contractor performs work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity (including a joint venture), wherein the Contractor, through its officers, directors, partners, owners or stockholders exercises (directly or indirectly) management, control or majority ownership (including through family members), the terms and conditions of this Agreement shall be applicable to all such work.

Section 3. Failure to Comply

The Union may immediately resort to all legal means including remedy or economic action to compel compliance of this Article. In the event that this Article has been violated, the Employer's liability shall include but not be limited to all owed periodic dues and initiation fees, discovery costs, attorney's fees and court fees.

In the event that this Article has not been violated by the Employer, the Union shall pay any economic damages to the Employer and all of the Employer's legal costs, including but not limited to discovery costs, attorney's fees and court fees resulting from wrongful union retaliation.

ARTICLE 27 • MOST FAVORED NATIONS

Section 1. For Profit Companies

The Union shall not enter into an Agreement with any maintenance contractor or company with more favorable economic terms within the jurisdiction of this Agreement. The Employer shall be entitled to and shall have the full benefit of any such favorable agreement.

Section 2. Phase-In Exception

The provisions of this Article shall not be deemed to apply to any agreements relating to the initial phase-in of standards, rates and benefits with any new signatory to this Agreement.

Upon request, the Union shall provide to the Employer copies of any “phase-in” agreements or agreements with terms less favorable than those included herein.

ARTICLE 28 • PRIVACY RIGHTS; IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)

Section 1. Non-Discrimination

The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure.

Section 2. Notification

The Employer shall notify the Union, unless otherwise prohibited by federal law, judicial order, or other government agency, by phone and give oral notice to the Union Steward, as quickly as possible, if any Department of Homeland Security (“DHS”) or U.S. Immigration and Customs

Enforcement (“ICE”) agent, or successor agency, appears on or near the premises to enable a Union representative or attorney to take steps to advise employees of their legal rights. Additionally, the Employer shall notify the Union immediately upon receiving notice from the DHS, ICE or the Social Security Administration that an audit of employee records (for any purpose) is scheduled, proposed or contemplated, and shall provide the Union with any list received from such governmental agencies identifying employees with documentation or Social Security problems, unless otherwise prohibited by federal law.

Section 3. Information

The Employer shall not violate the privacy rights of employees, without their express consent, by revealing to third parties, including the DHS, any employee’s name, address or other similar information, unless required by law. The Employer shall notify affected employees and the Union in the event it furnishes such information to any third party unless prohibited by law.

Section 4. Absence for Immigration Proceedings

The Employer shall reinstate any employee who is absent from work due to court or agency proceedings relating to immigration matters, and who returns to work with a valid work authorization, within one hundred and ninety calendar days of commencement of the absence. The Employer may grant an additional ninety (90) calendar day extension to the absence, if the request is made in writing and the employee provides proof that documents are in process within the ninety (90) day period. The Employer may grant an additional extension to the absence at its discretion if the employee request is made in writing with proof that additional time is required. The Employer may require documentation of appearance at such proceedings and/or updated documentation of valid authorization to work in the United States. The employee shall not be entitled to benefit accrual during the above leave period. Reinstatement shall be in accordance with Article 20, Section 3.

Section 5. Change of Name or Social Security Number

Employees shall not be discharged, disciplined or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number unless the employer is required to do so by Federal law.

Section 6. No-Match Letter

A “No-Match” letter from the Social Security Administration shall not itself constitute a basis for taking adverse action against an employee or for requiring an employee to reverify work authorization. The Employer shall promptly forward a copy of any “No-Match” letter that it receives to the Union and to affected employee(s).

Section 7. DACA and DAPA

Notwithstanding any other provision herein, an employee may not be discharged or otherwise disciplined because the employee has been granted work authorization through the Federal Deferred Action for Childhood Arrivals (DACA) or the Federal Action for Parents of Americans (DAPA) program since being hired, if such authorization is accompanied by an unexpired work authorization document.

ARTICLE 29 • SEPARABILITY

Should any provision of this Agreement be found by a court of competent jurisdiction to be in violation of law, the remainder of this Agreement shall remain in full effect. Further, the Union and Employer agree to immediately, jointly, revise the portion(s) to comply with the law. If any portion of this Agreement is determined to be in any way contrary to law by a court or otherwise proper governmental agency the remainder of this Agreement will be in full effect. Further, the Union and Employer agree to immediately jointly revise the portion(s) to comply with the law.

ARTICLE 30 • WORKLOAD

Section 1. Workload Increase:

The Employer will not impose an unreasonable workload upon any employee. The workload will be determined by the Employer, and there shall be no unreasonable increase in the established workload. There will be no increase in workload or decrease in compensation due to the enactment of this Agreement.

Section 2. Workload Expectations:

The Employer and Union agree it is important for employees to have clear expectations of the work expected to be performed during each shift. It is the responsibility of the Employer to provide clear expectations to employees and it is the responsibility of the employee to request clarification if they do not understand the instructions they are given. Employees are responsible for completing work that has been clearly communicated by the Employer.

The Employer should provide or post a tool, such as Route Sheets or equivalent, to clearly communicate the work expected to be performed during a shift. Upon an individual employee's request, the Employer will provide the individual employee with a route sheet or equivalent. Route sheets are proprietary and belong solely to the Employer. The route sheets or equivalent should include the following:

- The areas to be cleaned
- The tasks to be performed
- The frequency of each task

- The amount of time allotted for each area
- Break times and durations

If an employee's expected work is changed, the Employer will also update the route sheet or equivalent, and if there is a reduction in the time allotted for an area, the Employer, upon request, will provide an explanation of the reason for the reduction.

Section 3. Covering for Absent Employees:

In the event a temporary employee is not available to cover the work of an absent employee, employees will not be expected to perform every task of their regular duties and every task of the absent employee during the same shift. The Employer will provide employees with clear expectations of the work expected to be performed on a shift when employees are covering for an absent employee. These instructions will include tasks that are reasonably calculated to be completed within the employee's regularly scheduled hours. The Employer will comply with Article 9, in the event overtime is required to complete the necessary tasks.

Section 4. Additional Tasks and Special Projects:

If additional tasks or special projects are added to an employee's route, the Employer will provide additional help, additional hours or explain what tasks in the employee's regular assignment should not be completed so that they are able to complete the additional tasks or special project.

Section 5. Equipment Failure:

In case of equipment hazard, failure, or replacement, the employee will make efforts to check for replacement equipment and will inform the Employer. The employee shall not be responsible for any resulting slowdown or the failure to complete regular or assigned tasks, if the employee has reasonably notified the Employer of the situation.

Section 6. Reduction in hours or number of employees:

If the Employer's customer reduces the number of employees or hours at an account or building, the Employer will adjust employee work assignments to ensure a reasonable workload.

Section 7. Dispute Resolution

In the event there is a grievance related to workload, either party may request a walkthrough of the employee's assigned work area (or the portion of the employee's assigned work area that the employee has identified as related to the grievance) as part of any step in the grievance process. Building access will be governed by Article 5.

ARTICLE 31 • DRESS CODE

Employees will be required to wear neat and workman-like clothing in accordance with Employer policy.

If employees are required to wear uniforms, the Employer will provide a minimum of three (3) uniforms in appropriate sizes at no cost to the employee. The Employer will replace, at no cost to the employee, uniforms it determines are worn, in poor condition or do not meet the Employer's standard for professional appearance. Upon employee request, the Employer will replace uniforms one time per year at no cost to the employee. For employees working outside, the Employer will either allow employees to wear their own outerwear or provide outerwear that is warm enough for the employee to work comfortably at no cost to the employee.

Uniforms provided by the Employer are property of the Employer and employees are expected to return Employer property, including uniforms, upon termination.

ARTICLE 32 • UNION MERGER, REORGANIZATION OR CONSOLIDATION

The Employer agrees that should SEIU Local 49 merge, reorganize or consolidate with another SEIU Local (such as SEIU Local 6, located in Washington State) during the term of this contract, the Employer will recognize the newly merged Local as if it were SEIU Local 49, with all of the rights, duties and responsibilities that it has with SEIU Local 49 just prior to the merger, reorganization or consolidation. In such event, the Employer agrees to amend the name of the union on this collective bargaining agreement to reflect this change without modifying any other provisions of the contract, including but not limited to fully honoring employees' seniority and benefits earned with SEIU Local 49 under the current collective bargaining agreement.

ARTICLE 33 • TERMS OF AGREEMENT

Section 1. Duration

This Agreement shall begin on July 1st, 2016 and shall terminate June 30, 2020.

Section 2. Opening for Negotiation

This Agreement may be opened not more than one hundred and twenty (120) calendar days and not less than ninety (90) calendar days prior to its termination. Notice to open this Agreement must be sent via certified mail by either party.

For the Union:

Maggie Long
Chief Negotiator,
SEIU Local 49

Kathryn Beecher
ABM Onsite Services

Anthony Bompadre
ABM Onsite Services

Pedro Cruz-Olmedo
State Building Maintenance

Maria Garcia
ABM Onsite Services

Vladimir Geller
Able Building Maintenance

Luis Hernandez-Rojas
Servicemaster of Swan Island

Augustin Junco
SBM Site Services

Nicole Knudsen
SEIU Local 49

Bryan Leeder
Able Building Maintenance

For the Employer:

Kyle Abraham
Chief Negotiator,
Barran Liebman LLP

Adam Foltz
Able Building Maintenance

Charlie Jones
ABM Onsite Services

Carson Campbell
GCA Services Group

Stuart Singleton
State Building Maintenance

Paul Emperador
SBM Site Services

Sam Okafor
ServiceMaster of Swan Island

Victor Sa
Skyline Building Maintenance

Terms and Conditions of Employment Covering Small Accounts

Section 1. Definition

“Small accounts” are accounts of 30,000 square feet or less which are located in Zones Two, Three, or Four as defined in Article 14 -Wages and which were not previously covered by the SEIU Local 49 Master Janitorial Collective Bargaining Agreement (Master Contract). They will also include non-commercial or commercial buildings located in Zones Two, Three, or Four, not previously covered by the SEIU Local 49 Master Janitorial Collective Bargaining Agreement, which are cleaned less than twenty (20) hours per week. However, no publicly funded facilities shall qualify as a “small account” under this Letter of Agreement (LoA), regardless of size or hours cleaned per week.

Section 2. Terms and Conditions of Employment for Small Accounts

All Articles of the SEIU Local 49 Master Janitorial Collective Bargaining Agreement shall apply to “small accounts” except the following provisions: Article 14 - Wages, **and** Article **22** Health and Welfare Benefits. See below for the substitute provisions that apply to “small accounts.”

A. WAGES

1. The starting wage for “small accounts” will be no less than five cents (\$0.05) above the applicable minimum wage.
2. After completing six (6) months of employment, the employee will receive an increase of twenty cents (\$0.20) per hour.
3. After completing one (1) calendar year of employment, the employee will receive an additional twenty cents (\$0.20) per hour.
4. Every subsequent year, the employee will receive a yearly increase of fifteen cents (\$0.15) per hour.
5. On January 1st of each year in Washington, and July 1st of each year in Oregon, all employees’ wage rates will be increased by the same amount that the applicable minimum wage is increased.

This wage scale will be the minimum amount that an employee may be paid at these accounts. Nothing will prevent the Employer from paying above these amounts.

Section 3. Full-time work

The Employer will not structure work in “small accounts” to avoid the creation of full-time work.

Section 4. Additional provisions

- A. Employees may be assigned to work full-time or part-time in “small accounts”, as defined in this LoA.
- B. If employees are assigned to work a combination of accounts consisting of accounts that fall under this provision and accounts that do not, the following rules will apply:
 - 1. The Employer will not structure work in a combination of “small accounts” and accounts that are not “small accounts” to avoid paying health and welfare contributions under Article 21 of the Master Contract.
 - 2. The Employer will not re-assign employees working in accounts that are not “small accounts” to “small accounts”. This does not prevent the Employer from offering “small account” work to part-time employees or employees whose hours have been reduced as the result of the loss or reduction in hours at their worksite.
 - 3. The Employer will provide any employee being offered work in “small accounts” an explanation of the wages and benefits associated with the work, in writing, at the time that the work is offered, unless this information was provided at time of hire.
 - 4. Employees who are regularly assigned to non-small accounts, and who are assigned to substitute or fill in for a regularly-assigned employee who is temporarily absent from a “small account” will not have their wages reduced for the hours worked in the “small account”.
 - 5. Transfer List: All transfers will be handled pursuant to the provisions in Article 12, Section 2.

This Letter of Agreement will expire on June 30, 2020.

Letter of Agreement

Between: ServiceMaster of Swan Island and SEIU Local 49

Re: Moda Center and Memorial Coliseum, (hereafter the Rose Quarter)

The Parties to this letter of agreement are Terell Enterprises, Inc. dba ServiceMaster Building Maintenance of Swan Island and ServiceMaster Building Maintenance of Oregon City/Swan Island, and Terell Enterprises, Inc., including any entity resulting from merger (hereafter, collectively, "ServiceMaster of Swan Island" or "Employer") and Service Employees International Union, Local 49, including any entity resulting from merger (hereafter, "the Union" or "SEIU").

The Employer is a signatory to the SEIU Local 49 Master Collective Bargaining Agreement (hereafter known as "Master") and those of the anticipated successor to the Master Collective Bargaining Agreement, except as modified by this letter of agreement.

Hours of Work and Workweek

Employees at the Rose Quarter will be guaranteed a minimum of four (4) hours of pay per shift for scheduled events that are not "changeover events". Minimum shift pay for changeover events will be covered by Article 9, Section 1 of the "Master".

Vacation

Article 19 of the "Master" Agreement will apply with the exception of Section 1. B. The rate of accrual for the Rose Quarter will be the following:

- Employees who have one (1) to two (2) years of employment shall earn five (5) days' vacation with pay.
- Employees with three (3) to seven (7) years shall earn ten (10) days of vacation with pay.
- Employees with eight (8) to ten (10) years of employment shall earn eleven (11) days of vacation with pay.
- Employees with over ten(10) years shall earn twelve days of vacation with pay.

Accrual rate for employees with less than two (2) years of service: Employees with less than two (2) years of service will accrue vacation at the rate of one (1) hour for every thirty (30) compensated hours. Once the employee has accrued forty (40) hours, no more vacation will accrue until the employee reaches their next anniversary date of employment.

Health and Welfare

Article 22 of the "Master" shall not apply to the Rose Quarter

Appendix A – Holidays by Year**Monday – Friday**

2016	
Independence Day	Monday, July 4
Labor Day	Monday, September 5
Thanksgiving Day	Thursday, November 24
Christmas Eve Day (1/2 day only)	Friday, December 23
Christmas Day	Monday, December 26
New year's Eve Day (1/2 day only)	Friday, December 30

2017	
New Year's Day	Monday, January 2
Memorial Day	Monday, May 29
Independence Day	Tuesday, July 4
Labor Day	Monday, September 4
Thanksgiving Day	Thursday, November 23
Christmas Eve Day (1/2 day only)	Friday, December 22
Christmas Day	Monday, December 25
New year's Eve Day (1/2 day only)	Friday, December 29

2018	
New Year's Day	Monday, January 1
Memorial Day	Monday, May 28
Independence Day	Wednesday, July 4
Labor Day	Monday, September 3
Thanksgiving Day	Thursday, November 22
Christmas Eve Day (1/2 day only)	Monday, December 24
Christmas Day	Tuesday, December 25
New year's Eve Day (1/2 day only)	Monday, December 31

EXHIBIT A

2019	
New Year's Day	Tuesday, January 1
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Thanksgiving Day	Thursday, November 28
Christmas Eve Day (1/2 day only)	Tuesday, December 24
Christmas Day	Wednesday, December 25
New year's Eve Day (1/2 day only)	Tuesday December 31

2020	
New Year's Day	Wednesday, January 1
Memorial Day	Monday, May 25

Appendix A – Holidays by Year**Sunday – Thursday**

2016	
Independence Day	Monday, July 4
Labor Day	Sunday, September 4
Thanksgiving Day	Thursday, November 24
Christmas Eve Day (1/2 day only)	Thursday, December 22
Christmas Day	Sunday, December 25
New year's Eve Day (1/2 day only)	Thursday, December 29

2017	
New Year's Day	Sunday, January 1
Memorial Day	Sunday, May 28
Independence Day	Tuesday, July 4
Labor Day	Sunday, September 3
Thanksgiving Day	Thursday, November 23
Christmas Eve Day (1/2 day only)	Sunday, December 24
Christmas Day	Monday, December 25
New year's Eve Day (1/2 day only)	Sunday, December 31

2018	
New Year's Day	Monday, January 1
Memorial Day	Sunday, May 27
Independence Day	Wednesday, July 4
Labor Day	Sunday, September 2
Thanksgiving Day	Thursday, November 22
Christmas Eve Day (1/2 day only)	Monday, December 24
Christmas Day	Tuesday, December 25
New year's Eve Day (1/2 day only)	Monday, December 31

EXHIBIT A

2019	
New Year's Day	Tuesday, January 1
Memorial Day	Sunday, May 26
Independence Day	Thursday, July 4
Labor Day	Sunday, September 1
Thanksgiving Day	Thursday, November 28
Christmas Eve Day (1/2 day only)	Tuesday, December 24
Christmas Day	Wednesday, December 25
New year's Eve Day (1/2 day only)	Tuesday December 31

2020	
New Year's Day	Wednesday, January 1
Memorial Day	Sunday, May 24

COLLECTIVE BARGAINING AGREEMENT

between
Centerra Integrated Facilities Services, Inc.
and
SEIU Local 49

April 1, 2017 to March 31, 2020

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AGREEMENT

THIS AGREEMENT, made and entered into this day of April 1, 2017 by and between Centerra Integrated Facilities Services, Inc. hereinafter designated as the "Employer", and Service Employees International Union, Local 49, of Portland, Oregon, hereinafter designated as the "Union", for the purpose of governing their mutual business relationship at the BPA Federal Building, Portland, Oregon by fixing the following schedule of hours and regulations affecting the members of the organization of the Union.

ARTICLE 1 - UNION RECOGNITION

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the employment of all persons coming under the jurisdiction of Service Employees International Union, Local No. 49, with respect to wages, hours and working conditions as set forth above.

ARTICLE 2 - UNION SECURITY

Section 1: It shall be a condition of employment that all employees currently covered by this Agreement and those hired on or after its effective date shall, not later than the thirty first (31st) calendar day of employment, or following the effective date of this Agreement, whichever is later, pay in accordance with the Constitution and by-laws of the Union, the initiation fee and periodic dues or fees customarily required by the Union. The Employer must notify the Union within thirty-one (31) days if the employee fails to submit a payroll authorization for dues check-off. The Employer and the Union jointly agree to waive the timelines for the handling of grievances relating to initiation, fees, and periodic dues. Upon written notice from the Union, the Employer agrees to terminate employees for delinquency of such payments.

Section 2 - Indemnification: The Union will completely defend and indemnify the Employer, and hold the Employer free and harmless against any and all claims, damages, suits or other forms of liability whatsoever that shall arise out of or by reason of action taken by the Employer at the Union's request for the purpose of complying with any provisions of this Article, including the Employer's termination of any employee for the failure to pay dues or an agency fee, including court costs and reasonable attorney fees. The Union shall have the right to select counsel to represent the Employer to contest, litigate, administer, and/or settle any legal action with the Employer's consent, which shall not be unreasonably withheld.

Section 3: Employees shall be considered probationary employees during the first sixty (60) days of employment. During the probationary period, employees may be discharged without recourse to the grievance procedure.

ARTICLE 3 - HIRING

Section 1: In the interest of maintaining and preserving the legitimate interests of employees in the employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following:

(a) The Employer may hire persons from any source;

(b) The Employer shall be the sole judge of all applicants and retains the right to reject any applicant for employment. The Employer agrees within thirty (30) days of the date of hiring to notify the Union of the name and address of all new employees; and

(c) In both the hiring process and in all Employer operations, it is the policy of the Union and the Employer not to discriminate against any employee because of race, religion, color, sex, age, national origin, sexual orientation, union affiliation or handicap as required by law.

(d) An integral part of each employee's tenure with the Employer is an understanding of the Collective Bargaining Agreement ("CBA") and the role of the Union in the employment setting. As such, each new employee, as part of the Employer's initial orientation, will be required to attend a mandatory one (1) hour session where they will receive an overview of the union and its program. The session will be conducted by Union representatives designated by the Union. The Employer and the Union agree that the Employer will be absent from the room during the Union orientation. If the Employer provides the Union with less than twenty-four hour' advance notice of the Employer's orientation, or no designated union representative is able to attend the employee's initial orientation, the Employer will work with the union representative to arrange an alternate meeting time.

Section 2 - Drug Testing: The Employer reserves the right to establish and enforce any lawful policy concerning employee use, possession, or transfer of drugs or testing for drugs as a condition of employment. In the event there are reasonable grounds to suspect an employee is using drugs or under the influence of drugs on the job, the Employer reserves the right to impose any and all discipline, including termination for refusal to submit to lawful testing.

ARTICLE 4- GRIEVANCE PROCEDURE

Section 1 - Grievance Process: The grievance process supports cooperation, open communication, and mutual respect between management and employees to prevent and/or solve workplace problems and grievances.

This grievance procedure is not, however, intended as a substitute for communication and problem solving in the workplace. All employees will take an active role in problem solving with their supervisors and management whenever possible.

The Employer and the Union encourage employees to contact the Employer Human Resources or Payroll staff to respond directly to questions or concerns. The Employer can be reached at (503) 230-5729.

The Union or Employer may file a grievance on the behalf of an individual or on the behalf of all members depending upon the scope of the alleged violation. A grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, the law, Past Practice, or the challenge of any disciplinary action taken against a non-probationary employee. Any workplace problems arising in connection with the application or the interpretation of this

agreement, policy, or rights of law may be submitted as a grievance pursuant to the guidelines as follows.

Section 2 - Format to File a Grievance: All grievances shall be referred in writing and shall include, the date the grievance was filed, the facts upon which the grievance is based, reference to the section or sections of the agreement, policy, or rights of law alleged to have been violated, and the remedy sought.

Section 3 - Grievance Step Processes: Except as otherwise provided in this Agreement, grievances must be submitted in writing to the responding party within ten (10) business days from when the grievant should have reasonably been aware of the occurrence or the grievance shall be deemed waived.

Step 1 - Upon request by any party (grievant, Union, or Employer), the grievant, union representative (if requested by the employee) and Project Manager (or designee) will meet to discuss the grievance. The Project Manager (or designee) shall give his response to the grievant and the representative of the union within ten (10) business days after presentation of the grievance.

Step 2 - If the problem is not resolved to the grievant's satisfaction at Step 1, the grievant may present the grievance in writing to the Employer's Vice-President (or designee) within five (5) business days of the Step 1 response. The parties shall meet to discuss the merits of the grievance. It is agreed that this meeting may take place telephonically. The Vice-President (or designee) shall reply in writing within ten (10) business days following receipt of the grievance.

Section 4 - Option for Joint Conference Board: In the event the Parties are unable to resolve the dispute at the Step 2 level, upon mutual agreement, the Parties may refer the grievance in writing within five (5) business days to a committee made up equally of one (1) or two (2) designated representatives of both the Employer and of the Union who shall meet within ten (10) business days for the purpose of resolving the grievance. A written response shall be given to the parties within five (5) business days of the conclusion of the Joint Conference.

Section 5 - Arbitration:

(a) Use of Arbitration: In case either of the parties reject the resolution of the grievance process, or the Joint Conference, that Party may refer the grievance to arbitration. Arbitration may also be sought by mutual agreement of the parties. The grieving party will notify the respondent (in the case of a union grievance, the respondent will be the Employer's Director of Labor Relations) no later than ten (10) business days after the receipt of the Step 2 grievance rejection or decision of the Joint Conference Board.

(b) Selection of Arbitrator Panel: The grieving party will be responsible for requesting a seven (7) panel list of arbitrators from the Federal Mediation and Conciliation Service ("FMCS") and all associated costs for the list. The Employer and Union shall select according to the following process:

If the parties cannot reach mutual agreement, the Arbitrator will be selected from the list provided from the FMCS. The final selection shall be made by each party alternately striking names from the list until only one (1) is left. The party to first strike shall be determined by the flip of a coin, which will take place in the presence of the Employer's Project Manager and the Union representative or shop steward.

(c) Payment of the Arbitrator: The Arbitrator's fee and all incidental expenses of the arbitration shall be borne equally by the Union and the Employer. However, each party shall separately bear the expense of presenting their own case.

(d) Decision of the Arbitrator: The Arbitrator shall render a decision as promptly as possible and will take no longer than thirty (30) days from the date the case was presented or the submission of post hearing briefs (if applicable). The Arbitrator's decision shall be final and binding upon the Parties, however the Arbitrator shall not be authorized to add to, detract from, or in any way alter the provisions of the agreement with respect to the arbitration proceeding before her/him.

Section 6 - Other Waivers:

(a) Steps - Upon mutual agreement of the parties a grievance may be advanced to a higher Step in the grievance procedure.

(b) Timelines - The time limitations specified in the grievance procedure may be waived by the mutual agreement of the Union and the Employer.

(c) Union Dismissal - If the Union chooses to dismiss a grievance at any Step, the Employer agrees to grant an automatic waiver of the time limitations to allow the member to appeal the dismissal of her/his grievance per the policy and the Constitution of the Union. The Union shall immediately notify the Employer as to the disposition of such grievances and shall provide the Employer with a current copy of the Union's internal grievance dismissal procedures. Wage claims shall be suspended for the duration of the Union's internal process.

Section 7 - Failure to Respond: If either party fails to respond in writing within the prescribed time limits, the grievance shall be deemed settled in favor of the other party.

Section 8 - Filing Grievances with Governmental Entities: The Union and Employer agree to exhaust this grievance process before filing the grievance with any governmental entity, except in the case of an Unfair Labor Practice, or as otherwise specified in this Agreement. Individual employees are not limited as such.

Section 9 - Wage Claim Limitation: Wage claims made by the Union shall not precede the filing date of such grievance by more than thirty (30) days. Wage claim awards may extend forward to the conclusion of the grievance and/or arbitration process.

Section 10 - Observance of No Strike, No Lockout Clause: It is the intent of the parties to observe the no strike, no lockout clause. A violation of this clause shall allow the other party to

obtain injunctive relief and damages in court.

ARTICLE 5 – HOLIDAYS

Section 1: The following shall be recognized as legal holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

Section 2: All regular employees shall receive pay for the above holidays not worked by them, based on the hours of work usually performed by them and upon their classification rate. All employees must work their last scheduled day before and their first scheduled day after a holiday to receive holiday pay, except in the case of personal or family injury or illness or other reasons protected by law. A regular employee is an employee who works five (5) consecutive days per week and has worked for the Employer for a period of ninety (90) days (three calendar months), or more and have worked at least three-hundred-sixty (360) hours.

In addition thereto, employees working on holidays shall be paid at the rate of time and one-half (1 ½) for time worked by them. Employees laid off by the Employer five (5) days before a holiday, or the day after a holiday, through no fault of their own shall be entitled to holiday pay based upon the hours usually performed by them.

ARTICLE 6 – PAID TIME OFF

Section 1: All employees who have been continuously in the employment of the Employer shall receive Paid Time Off ("PTO") according to the following schedule:

Length of Service	PTO
One (1) year	Ten (10) days
Five (5) years	Fifteen (15) days
Eleven (11) years	Sixteen (16) days
Twelve (12) years	Seventeen (17) days
Thirteen (13) years	Eighteen (18) days
Fourteen (14) years	Nineteen (19) days
Fifteen (15) years	Twenty (20) days

Employees will be credited with forty (40) hours of PTO on their 91st day of employment. After that, PTO will be credited on the employee's anniversary date of employment each year. The Employer will issue a quarterly report to each employee indicating the number of hours of PTO and personal days he/she has available for use.

Section 2: PTO may be used for all absences away from work, including any absence permitted by federal, state, or local law. PTO is paid at the rate of pay the employee would have earned during the time that PTO was used, not considering overtime rates. Employees who are terminated any time after six (6) months service shall be paid pro-rated PTO, except employees who have not turned in their identification cards or have been terminated for any of the reasons under Article 15 of this Agreement.

Section 3: Employees shall be allowed to carry over a maximum of forty (40) hours of PTO time each anniversary year.

Section 4: Employees who quit prior to six (6) months service will not be paid pro-rated PTO pay. An employee who quits after the first six (6) months of employment without giving the Employer two (2) weeks' notice will forfeit prorated PTO pay.

Section 5 - Holiday during PTO: If a holiday falls within an employee's PTO, an additional day's pay or an additional day of PTO will be granted.

Section 6: The Employer shall abide by the provisions of the Oregon Sick Time Law. It is the intent of the parties that this Article meets or exceeds the minimum requirements of the Oregon Sick Time Law. If an employee uses PTO for a purpose specified by the Oregon Sick Time Law, the absence will be considered an excused leave of absence and will not count for purposes of considering an employee's attendance under the Employer's absence control policies. No employees taking leave under this policy will be retaliated or discriminated against for inquiring about, requesting, or taking PTO. Further, the Employer will not condition the use of PTO on employees searching for or finding a replacement worker. Nor will employees using PTO be required to work an alternate shift to make up for their absence.

Section 7: Leave Usage and Notice Requirements: Pre-approved PTO and PTO used to cover absences for all reasons protected by law (including but not limited to Family Medical Leave and Oregon Sick Time Law) will be considered an excused leave of absence and will not count for purposes of considering employee's attendance. All employees requesting PTO will notify the Project Manager or their designee. When the need to use PTO is foreseeable, employees must provide notice at least ten (10) days prior to the first day of leave (provided the employee was aware of the need for leave at that time) or, if not, as soon as practicable. If an employee's need for PTO is not foreseeable, such as in the case of an emergency, employees will notify the Project Manager or their designee of the need to be absent from work by the start of the employee's scheduled work shift or as soon as thereafter practicable.

Employees may be required to provide a doctor's note once they have been absent for more than three (3) consecutively scheduled work shifts due to an illness or if the Employer can identify a pattern of abuse. The Employer recognizes employee's rights under the Health Insurance Portability and Accountability Act (HIPAA) and will ensure that management personnel do not inquire as to the nature of an employee's illness when an employee calls off work for medical reasons. Employees will indicate how they wish to be paid for days they are absent on the appropriate form, provided by management, when they return to work.

ARTICLE 7 - LEAVES OF ABSENCE

Section 1 - Personal Time: Employees will be eligible for compensated personal time at the rate of three (3) personal days per year. Personal time may be taken in thirty (30) minute increments. Employees are allowed to carry over up to forty (40) hours of Personal Time annually. There shall be no cash-out of personal time.

Section 2 - Unpaid Leaves of Absence: For employees who have completed their probationary period and have completed a total of six (6) months of continuous employment, the Employer shall make a good faith effort to grant an unpaid leave of absence for personal reasons for up to sixty (60) calendar days that in the Employer's sole and unrestricted discretion is considered valid. Personal unpaid leaves of absence shall not be taken more than once every two (2) years. Uncompensated leave granted under this policy will not count towards the employee's ongoing eligibility for Health & Welfare contributions, unless otherwise dictated by law. However, the employee will not be required to re-establish initial eligibility for Health & Welfare contributions upon their return.

Section 3 - Union Leave:

(a) **Notice to Employer Prior to Taking Leave**

Union Leave: The Union shall provide ten (10) business days' notice to the Employer prior to an employee taking Union leave.

(b) **Restrictions and Limitations:** The Employer shall grant up to thirty-five (35) days of union leave in any one calendar year to employees designated by the union. Union leave shall be restricted to one employee at any given time.

The above limitations may be waived by mutual consent of the Employer and Union in writing. The Employer's waiver must be approved above the direct supervisor level.

(c) **Compensation and Conditions of Union Leave:** Employees on union and collective bargaining leave shall continue to accrue seniority. Additionally,

(1) The Union shall pay directly to the employee his/her wages and mileage while on Union and collective bargaining leave. Any withholdings and/or garnishments for which the Union has received proper legal notice will be withheld from employee's pay and/or expenses and paid as required by law. Such notices shall be exclusively the responsibility of the affected employee. There shall be no liability on the part of the Employer for the non-payment of any such withholdings/garnishments during this time.

(2) In addition, the Union shall compensate the Employer for any employee's accrual of vacation time.

(3) The Union shall pay directly to the Employer a pro-rata share of the employee's monthly benefits. Further, the Union shall pay directly to the Employer the appropriate pension contribution for each hour worked under the union and collective bargaining leave. If the Union fails to make any payment by the fifteenth (15th) calendar day of the month following receipt of billing, a late payment fee of one percent (1%) per month will be assessed.

(d) **Indemnification:** The Union shall indemnify and hold harmless the Employer from

any and all claims for damages in the event of the Union's failure to make timely payment of wages and benefits to the Employee.

Section 4 - Collective Bargaining Leave: The Employer agrees to allow a reasonable number of employees time off for the purposes of negotiating the collective bargaining agreement that covers them. The Employer and the Union will agree to a process in which the two parties share responsibility for covering lost wages for no more than two (2) employees. Nothing in the above sentence shall implicitly limit the number of employees on the bargaining team.

Section 5 - INS Leave: The Employer shall grant an unpaid leave to any employee who is absent from work due to court or agency proceedings related to immigration matters and who returns to work within thirty-eight (38) calendar days. The Employer shall grant a reasonable extension of the period of absence if the request is made within the ten (10) calendar day period. The Employer will require documentation of appearance at such proceedings.

ARTICLE 8 - HOURS OF WORK & OVERTIME

Section 1: For all employees, eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. All work in excess of eight (8) hours per day and forty (40) hours per week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½).

Section 2 - Overtime: The Employer will not reduce or reorganize regularly scheduled hours to avoid the payment of overtime. Overtime may be regularly required, however employees with personal or family emergencies may refuse overtime. Overtime pay will not be compounded or paid twice for the same hours worked.

Section 3 - Regular Shift Change: The Employer must provide forty-eight (48) hours' notice for the employee to adjust to any regular shift changes, except in cases beyond the Employer's control. Employees hired for the night shift that have agreed, as a term of employment, to cover for day shift staff, must respond and work such shift when needed. Prior notification may not always be possible. If a swing shift employee is called to fill in for a day shift position, the Employer will reimburse the employee for the actual cost of parking or public transportation, not to exceed \$10 per day. Employees must provide receipts in order to receive reimbursement.

ARTICLE 9 - HEALTH & WELFARE BENEFITS

Section 1: Employer is Signatory to the Service Employees International Union Health and Welfare Trust.

(a) Signatory: Employer agrees by virtue of this Agreement that he/she is signatory to and bound by all provisions of the Service Employees International Union Local 49 Health and Welfare Trust (hereafter referred to as Trust) Agreement and hereby acknowledges prior receipt of a current copy of said Agreement.

(b) Notice of Terms of Agreement: Employer shall receive a copy of the current Trust Agreement, a copy of any revisions to said Agreement, and minutes of the meetings of the Joint Trustees of the Trust (hereafter referred to as the Joint Trustees) specifically relating to the costs

and benefits of the plan and specifically excluding confidential matters relating to employee claims or conditions.

Section 2 - Employer Provided Benefits: The Employer will provide the medical, prescription, dental, life, health and welfare benefits as provided under this Agreement.

Section 3 – Qualification: An Employee shall newly qualify for benefits at the first (1st) of the month following the fulfillment of the following qualifications:

(a) Hours Worked in the Month: Employees must have worked, or earned under the following provisions, at least eighty (80) hours in the previous month with the Employer or eighty (80) hours for another Employer subject to the terms of the Trust Agreement.

(b) Hours Worked Total: New employees must have worked, or earned under the following provisions, at least sixty (60) days for the Employer. If the new employee worked for another Employer subject to the terms of the Trust Agreement for at least sixty (60) days, the sixty (60) day waiting period is waived.

(c) Additional Non-Work Hours Counted: Paid vacation, paid holiday shall be included to compute continuing benefit qualification.

(d) Union Leave Qualification: Employees on Union leave will continue to qualify for all medical, dental, prescription, life, and health and welfare benefits. If the employee drops below their qualifying hours of work due to Union leave, the Union shall pay a prorated share based on the eighty (80) hour standard.

(e) Prior Union Employer Qualification: Employees transferring from one Employer to another that are both subject to the terms of the Trust Agreement will, if previously qualified, continue to receive medical, prescription, dental, life, and health & welfare benefits for no less than one (1) month following date of hire with the Employer, and after that shall continue to qualify if they work over eighty (80) hours per month.

Section 4 - Questions of Eligibility: All questions concerning eligibility of employees for coverage including the commencement and termination of coverage shall be determined by the Employer in accordance with the directions of this Agreement and of the Joint Trustees and their designated administrators.

Section 5 - Benefit Levels:

(a) Guarantee to Maintain

Effective April 1, 2017, the Employer will pay \$1525.09 per eligible employee, per month, to the trust for employee' health care coverage.

(b) The Trust Administrator will reserve excess funds for potential future increases over the amount listed above. If the amount listed above, along with the reserves, are insufficient to cover the cost of health and welfare benefits, the parties agree to re-open the contract to address

this issue. Any agreed upon changes to the contract will be effective with the exercise of the next option period between the Employer and BPA or, during the base period of performance, upon the anniversary date of the contract between the Employer and BPA.

Section 6 - Dependent Coverage: Employees who choose to pay for such services may obtain health and welfare coverage for a dependent(s) subject to the enrollment requirements of the plan(s).

Section 7 - FMLA Continuation: Employer shall comply with the provisions of state and federal Family and Medical Leave Acts ("FMLA") If an employee was qualified for benefits in the month preceding a FMLA qualifying leave from work, the Employer will continue to pay for and provide equivalent benefits during that leave as required by State and Federal FMLA laws. If such an employee returns to work within the time allowed under the FMLA, benefits will immediately continue for a period of no less than one month after returning to work.

Section 8 - COBRA Continuation: In case of termination or any other loss in benefit the Employer will notify the designated administrator of the trust and offer the employee the option to self-pay their premium(s) under the provisions of COBRA.

Section 9 - Enrollment Information Provided by Employer: Employer will distribute to all employees any benefit information and enrollment applications as provided by the Trust, or their designated administrator. The Employer is responsible for requesting adequate stock of such documents. All employees shall receive applications and informational packets at the date of hire.

Section 10 - Pre-Tax Payment on Premiums: Employee and dependent premiums will be paid as pre-tax payroll deductions as allowed under IRS Code 125, or as otherwise provided, and in accordance with the Trust and its designated administrator. The Employer will inform and provide the employees of all payroll deduction arrangements necessary.

Section 11 - Plan Options: The Joint Trustees will determine which plan and carrier options will be available, except in case where the Employer has exercised an alternate plan option under Section 12 of this Article, where different controls apply.

Section 12 - Alternate Plan Purchasing Option:

(a) Alternate Provider: Employer, upon approval of the Joint Trustees of the Trust, may select an alternate provider or benefit plan that equals or exceeds the benefits of the Trust plans otherwise in effect.

(b) Maintain Benefits: Under an approved alternate plan, dependent benefits must be made available at equal or lesser cost to the employee as the plans offered by the Trust, and such benefits must equal or exceed the benefits.

(c) Records Availability: If the Employer selects an approved alternate benefit plan, the Union, Joint Trustees and the designated administrators will be given total access to plan

records and accounts in order to verify the quality of service and the level of benefits provided to the employees.

Section 13 - Employer Benefit Standards: Employer agrees to comply with the Trust Agreement to provide the established benefits in accordance with the decisions made by the Joint Trustees.

(a) **Records Availability:** Employer shall make available any such data and records as required by the Joint Trustees and/or their designated administrator for audit and/or regular reporting.

(b) **Rules Compliance:** Employer will comply with all rules and procedures as may be established by the Joint Trustees and/or their designated administrator.

(c) **Payments to the Trust:** Employer will submit payment in full to the designated trust administrator by the tenth (10th) of every month. This deadline may change at the discretion of the designated trust administrator; however such a change would require sixty (60) days' notice.

Section 14 - Eligibility Statement: Employer shall act in good faith to establish the eligibility of employees for these benefits. For example, the Employer will not hire part-time employees to avoid hiring employees who would qualify for benefit coverage.

Section 15 - Trust Agreement Compliance: Failure to comply with any such rules and procedures, including delinquency in payment, entitles the employee, Union or the designated administrator to collect a fine or to file a suit or action in court, immediately without proceeding through the grievance process of this contract or having any limit to the retroactivity of the award due. The judgment or fine may incorporate court costs, attorneys and investigation fees, owed contributions, interest, and penalties. These costs may be collected in the form of liquidated damages.

Section 16 - Opt-out: Employees may choose to opt out of the health and welfare coverage, provided that they can present evidence of equivalent alternative health insurance coverage. The Employer will not attempt to convince or coerce employees to opt out of health and welfare coverage.

ARTICLE 10 - PENSION

Section 1: Employer is Signatory to the Service Employees International Union National Industry Pension Fund

Section 2 - Coverage: Employer agrees to make periodic contributions on behalf of all employees covered by this Collective Bargaining Agreement to the Service Employees International Union National Industry Pension Fund ("Fund") in the amounts specified in Section 4 below.

Section 3 - Term: Employer agrees to become and remain a participating Employer in the Fund throughout the term of this Collective Bargaining Agreement, including any extensions thereof.

Section 4 - Contributions:

(a) Employer shall pay into the Service Employees International Union National Industry Pension Fund, fifty-five cents (\$.55) per hour for each and every compensable hour worked by each eligible employee which includes overtime.

(b) Contributions required by this provision shall be paid to the Fund on or before the fifteenth (15th) day of the month following the period for which contributions are due or before such other date as the Trustees may hereafter determine.

(c) Contributions shall be transmitted together with a remittance report containing such information, in such manner and on such form, as may be required by the Fund or their designee

(d) The parties agree to adopt the Preferred Schedule of Supplemental Contributions and agree to contribute to the National Industry Plan in accordance with any updated Preferred Schedule of Supplemental Contributions rate table that may be adopted.

Section 5 - Trust Agreement: Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that Agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

Section 6 – Cooperation: Employer and Union agree to cooperate with the Trustees of the Fund in distributing Plan booklets, literature, and other documents supplied by the Fund Administrator and in obtaining and providing such census and other data as may be required by the Fund's Administrator or Trustees to enable them to comply with the applicable provisions of the Employee Retirement Income Security Act.

Section 7 - Approval by Trustees: The undersigned parties acknowledge that the provisions of this Article and the participation of the employees covered by it are subject to approval by the Trustees of the Fund and that the Trustees reserve the right to terminate, at their sole and unreviewable discretion, the participation of the employees covered by this Agreement and to establish the level(s) of benefits to be provided. Termination may be directed by the Trustees for reasons including, but not limited to, failure of the Employer to timely pay contributions and expiration of a Collective Bargaining Agreement. The parties further acknowledge that the Trustees' acceptance for participation in the Fund of the employees covered by the Collective Bargaining Agreement is limited only to the categories of employment covered by the Collective Bargaining Agreement at the time application for acceptance occurs and the admission of other categories of employment to participate in the Fund will require specific acceptance by the Trustees.

ARTICLE 11 - 401(k) SAVINGS PLAN

Non-probationary employees shall be eligible to participate in the Employer's 401(k) Savings Plan with an Employer match of up to 100% of the Employee's first 5% of contribution. Employees are eligible to contribute more than 5% of their compensation within federal guidelines, pursuant to plan terms and with no Company match. All terms and conditions are outlined in the Plan document. Changes to the Plan document that do not conflict with the provisions of this Agreement are not subject to the grievance/arbitration provisions of this Agreement.

ARTICLE 12 - INDUSTRIAL INSURANCE

The Employer shall furnish State Industrial Accident Insurance, or its equivalent, and the premium shall be paid for by the Employer. Each Employer shall furnish the Union with a certificate or letter of proof that this coverage is in effect and agrees to notify the Union immediately in case of cancellations or modification of said insurance.

ARTICLE 13 - UNION CONDITIONS

Section 1 - Bulletin Boards: The Union may create and maintain bulletin boards. The Union will pay for, install, and maintain these bulletin boards. The Union will install and maintain these bulletin boards.

(a) **Viewability:**

(1) **Size:** These bulletin boards may be up to but may not exceed six (6) square feet. The Union may choose a smaller size.

(2) **Placement:** The Union may place one union bulletin board in the B-1 janitors' closet, unless the location should become unsuitable, and then an alternate regularly viewable area shall be mutually selected by the Union Representative and the Employer. If a customer requests the relocation of a union bulletin board in writing, the Union will make reasonable accommodations. The bulletin board must be placed in such a way as to be viewable to employees without obstruction. Furthermore, the Employer shall take no action that results in the obscuring, removing, relocating or the defacto censoring of these bulletin boards.

(b) **Responsibility for Content:**

(1) **Authorization Process:** All information and materials must be reviewed and initialed by the staff or a steward of the Union prior to being posted.

(2) **Posting Removal:** Any unauthorized posting must be immediately reported to the Union. Any authorized posting believed to be in violation of the content restriction (subsection (3) of this section) may be grieved and removed only if the claim prevails through the grievance process.

(3) Content Restrictions: No authorized noticed or articles of information shall contain elements which defame the Employer that are patently false, or that inflame the employees against each other. The Union will otherwise solely determine what information or materials it will have posted or displayed.

Section 2 - No Picket Line Crossing: Employees shall not be required by the Employer to cross a picket line or perform work at a struck location when such strike has been sanctioned by the respective County Labor Council or the Union. Employees shall not be subject to discipline, discharge, or replacement for refusal to cross any picket line.

Section 3 - Competition: No employee shall do work in competition with the Employer without the written permission of the Employer and the Union. Such permission shall not unreasonably be withheld.

Section 4 - Accidental Damages: Employees shall not be liable for accidental loss or damages to the Employers' or customers' property or equipment. However, employees may be subject to progressive discipline if the Employer can establish under the rules of Just Cause that the loss or damage was the result of an employees' carelessness.

Section 5 - Equipment & Uniform Provided: No employee shall be required to furnish any equipment or Uniform required to perform her or his duties.

Section 6 - Hourly Basis: The Employer shall employ members of the Union on an hourly basis.

ARTICLE 14 - GENERAL WORKING CONDITIONS

Section 1- Rights of Enforcement:

(a) Access to the Workplace:

(1) Standing Procedures: The Employer agrees to provide complete access to the workplace. Where customer security bars ready access, the Employer agrees to arrange on site access within two (2) business days of any request of a Union Representative or her/his designee. Such security delay(s) will equally extend the grievance filing timeline(s).

(2) Procedures to Develop: For locations where security restricts access, the Employer and Union are instructed to create a workable access process to meet the access requirement of this Agreement.

(b) Access to Records: The Employer agrees to provide any and all relevant documents or information to the Union Representative or her/his designee upon request in order to determine whether any provision of the Agreement has been violated

(c) Stewards: The Employer agrees to recognize Union stewards who are designated by the Union. The Employer and the Union stewards will cooperate in enforcing this Agreement. There shall be no retaliation against stewards for Union activities.

Section 2 - Breaks and Lunch: Employees are entitled to one (1) fifteen (15) minute break period with pay each four (4) hours of work, or major portion thereof. One lunch period of one half (1/2) hour shall be allowed. Lunch-time shall be on the employee's time. The Employer may not make any meeting or task a requirement during a break or lunch.

Section 3 - Workload Increases: There shall be no increase in workload without a commensurate increase in staffing levels.

Section 4 - Recycling: The Employer may assign employees to process pre-sorted recyclables or otherwise recoverable materials in a clean and safe process only.

Section 5 - Discussion of Terms and Condition of Work: Employees shall not be instructed against or intimidated from discussing among each other and with their Union Stewards and Staff all issues and facts relating to the terms and condition of work including but not limited to wages, work assignments.

Section 6 - Courtesy: Courtesy in day-to-day communications between employees and supervisors and managers of the Employer should always be present in Employer - employee relationships. Employees, supervisors, and managers should treat each other with dignity and respect.

Section 7 - Subcontracting and Contracting: No Employer shall subcontract, contract out, or enter into any contract or arrangement with any person or business entity including independent contractors for current or future positions which could be traditional bargaining unit work.

Section 8 - No Strike, No Lockout: The Union agrees that during the life of this Agreement and during any period of arbitration or negotiations, there shall be no strikes, boycotts, or other stoppages of work. The Employer agrees that during the life of this Agreement and during any period of arbitration or negotiations, there shall be no lockouts of employees. This Section does not prohibit employees from refusing to cross a picket line in accordance with Article 13, Section 2.

ARTICLE 15 - EMPLOYER RIGHTS

The Employer shall have the sole and exclusive right to manage, direct and operate its business, except where expressly limited under the terms of this Agreement or by the provision of applicable Local, State, or Federal law.

- (a) Defined Rights: The Employer shall have the right to:
- (1) Determine the scope and nature of its business operations;
 - (2) Hire and fire employees under its supervision;
 - (3) Manage and direct its workforce;
 - (4) Increase or reduce its workforce in its discretion as sound business judgment dictates;
 - (5) Assign, promote or demote employees under its supervision;

- (6) Lay-off employees due to a lack of work; and
- (7) Enact reasonable work rules and regulations.

(b) Undefined Rights: Notwithstanding the enumerated rights of Section 1 Subsection A of this Article, the Employer has certain residual rights that have not been ceded or limited by virtue of their omission.

ARTICLE 16 - DISCIPLINE

Section 1 - Just Cause:

(a) Just Cause: Discipline and discharge shall occur according to the following principles of Just Cause. Where this Article specifies acceptable levels of the penalty, the Employer must still comply with the other tests of Just Cause.

(b) Seven Tests: Just Cause holds any disciplinary action up to the following seven (7) tests:

(1) Notice: Did the Employer give the employee fair notice of the policy or order and of the possible consequences?

(2) Reasonable Rule or Order: Was the Employer's rule or managerial order reasonable related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might reasonably expect of the employee?

(3) Investigation: Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order?

(4) Fair Investigation: Was the Employer's investigation conducted fairly and objectively?

(5) Proof: At the investigation was there substantial evidence or proof that the employee was guilty as charged?

(6) Equal Treatment: Has the Employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?

(7) Penalty: Was the degree of discipline administered by the Employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his service with the Employer?

Section 2 - Grounds for Termination: Immediate termination may be a reasonable degree of discipline in case of:

(a) Drugs & Alcohol: Being under the influence of, in the possession of, engaging in the distribution of, engaging in the sale of, or engaging in the transference of alcohol, marijuana, or illegal drugs while on duty or while in control of Employer and/or Client-owned vehicles or equipment.

(b) Theft:

(1) Customer - Theft of customer property, equipment, records, or information.

(2) Co-worker - Theft of co-worker property or equipment.

(3) Employer - Theft of Employer property or equipment.

(c) Disclosure: Disclosure of terms or conditions of work to a customer or another employer, with the exception of Union related actions and activities.

(d) Possession of a Firearm: Possession of a firearm or explosives while on the customer or Employer premises or property.

(e) Violence: To threaten or to initiate the use of physical violence.

(f) Key Duplication: Unauthorized duplication of keys that lock or secure Employer or customer premises, property, or equipment.

(g) Unauthorized Vehicle Use: Use of a customer or Employer vehicle in violation of Employer policy and instruction.

(h) Falsification: Falsification of Employer and Customer documents.

Section 3 - Immediate Discipline: Immediate discipline may also be reasonably applied in case of:

(a) No Call/No Show: Employees failing to report for work without giving four (4) hours' notice.

(b) Harassment/Discrimination: Discrimination against or the harassment of any applicant, employee, visitor or customer on the basis of gender, race, national origin, color, religion, age, disability, sexual orientation or marital status. In light of the seriousness of the offense, immediate termination may also be appropriate under just cause.

(c) Unauthorized Equipment Use: Use of customer or Employer equipment in violation of Employer policy and instruction.

(d) Sleeping on the job.

(e) Insubordination.

(f) Leaving work early.

(g) Refusal to work.

(h) Proven dishonesty.

In light of the seriousness of the offense, termination may also be appropriate under just cause.

Section 4: Warning, Suspension, & Termination Documentation: Upon written warning, suspension, or termination the Employer shall immediately provide the employee a dated and signed written statement citing the grounds for the discipline, witnesses, if any, and all relating action(s) taken by the Employer as a result (e.g., investigation, suspension, or termination). The Union shall receive a copy of such notice(s) upon request.

Section 5 - Job Abandonment: An employee failing to report to work for three (3) days in a row shall be deemed to have resigned if they fail to show mitigating circumstances (e.g., personal or family emergencies).

ARTICLE 17 - WAGES

Section 1 - Wages: The following wages shall be in effect for the duration of this Agreement:

Classification	Current Wage	June 1, 2017 (3%)	June 1, 2018 (3%)	June 1, 2019 (2.75%)
Janitor	\$15.47	\$15.93	\$16.41	\$16.86
Utility	\$16.36	\$16.85	\$17.36	\$17.84
Lead	\$17.96	\$18.50	\$19.06	\$19.58

Section 2 - Job Description of Utility Person: Employee performing the following work shall be classified as Utility Person and paid accordingly: Moving or rearranging office furniture, the set-up and operation of audio, visual and electronic equipment; floor care, including use of the auto-scrubber and burnisher; de-icing and leaf removal; operation of the cardboard compactor; emptying glass recycling and shred bins; cleaning stairwells, computer terminals, the fitness center, ventilation ducts, and walls; cleaning high-security areas; operating the garage sweeper (Zamboni) and forklift; and special projects.

Section 3 - Automobile Mileage: Employees who use their own automobiles for transportation between jobs shall receive reimbursement per mile for the use of their automobiles while in the performance of duties for the Employer, provided it is recorded by the employee on his or her time card. A separate check or a separate statement showing the amount paid for mileage will be issued at payroll periods by the Employer. Mileage is that mileage between the first and last job and not mileage from home to the first job or from the last job home. Adjustments to the rate shall be in accordance with IRS guidelines.

Section 4: The Employer shall furnish all necessary tools and equipment in good condition to perform the operations of the trade. The employee shall be responsible for all tools and

equipment during working hours. Loss or damage due to negligence could result in the employee being required to pay for damage or replacement.

Section 5: Paychecks will be issued on a bi-weekly basis every other Friday. The Employer will identify on the check stub the withholdings, the straight-time hourly rate, and the overtime hourly rate.

Section 6: All travel time shall be paid for by the Employer when the Employer requires an employee working under this Agreement is required to stay overnight. Meals and motel accommodations will be paid for by the Employer consistent with federal travel regulations in effect at the time.

Section 7: Based on emergencies that are approved by the Employer management, an employee may request and may be granted a cash advance on wages for the hours already worked and wages earned in that pay period.

Section 8: The Employer agrees that direct deposit will be made available to employees covered by this agreement

ARTICLE 18 - FEDERAL & STATE LAWS

It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by legislation, court decision, or Executive Order to be in contravention to any state or federal law, the parties agree that the remainder of this contract shall continue in full force and effect, and to immediately jointly revise any portion which is determined invalid to conform with state and federal laws. In such case, both parties agree to construe any provision held to be contrary to the law as closely to its bargained-for purpose as is permissible by law and to agree on a revised provision that as closely as legally possible mirrors the purpose of such invalidated provision.

ARTICLE 19 - CHECK-OFF OF DUES & INITIATION FEES

The Employer shall present new employees upon request with a payroll deduction authorization and membership form(s) which shall be supplied by the Union. Employees electing to contribute additional contributions to the Committee on Political Education (COPE) may require a separate authorization for this deduction. The Employer shall submit to the Union's designated official dues withheld in accordance with the authorization.

The parties agree that the term "authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for deduction of dues and fees from wages or payments for remittance to the Union, and authorization for deductions from wages for remittance to COPE funds, subject to the requirements of state and federal law. The Employer will accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for the purposes of

this Agreement.

The Employer's remittance of monthly dues shall be accompanied by a list showing each employee's name, address, telephone number, personal and work email address (if available), base hourly pay rate, language preference (if available), unique identification number, date of hire, union dues, and COPE amounts deducted for the previous month. The list shall be provided on an agreed-upon date and in an agreed-upon format that shall be transmitted electronically.

ARTICLE 20 - SENIORITY

Section 1 - General Applications of Seniority: Provided that the employee is qualified to perform the work, and in accordance with the following Sections of this Article, the most senior employee shall have the right of first refusal, priority, or otherwise prevail in the event of regular openings, layoffs, reductions in staff, reductions in hours, assignment of overtime, shift scheduling, vacation scheduling, and the scheduling of work on holidays.

(a) **Equal Basis:** Part-time, Full-time, Probationary, Regular, On-Call or Temporary employees shall be entitled to earn seniority rights on an equal basis. An employee's seniority date is the date of hire with the Employer or the date of employment at a Union job location, or route, whichever is longer.

(b) **Location:**

(1) **Multiple Common Sites:** If a common property management has worksites with multiple buildings, then it shall be treated as a single job location.

(2) **Route Work:** Route work shall be treated as a singular location regardless of the number of locations worked.

(c) **Union Leave:** Employees on Union leave shall continue to accrue seniority.

Section 2 - Openings, Transfers, & Promotional Opportunities:

(a) **Employer Must Give Notice of Openings:** The Employer will post a readily viewable and current listing of all unfilled and temporarily filled positions at every office location. The list will include the location, wage, hours of work, duration of the position, and the start date.

(b) **Employees Must Make Such Request in Writing:** The employee will provide written notice to the Employer for a request to transfer or for a promotional opportunity. The Employer will acknowledge receipt of such request in writing. Such a request will remain active for no less than one year.

(c) **On-Call or Temporary Placement:** In case that an opening must be filled immediately, an on-call, new, or otherwise less senior employee may perform the work until the position can be posted and filled according to the terms of this Agreement. If the Employer immediately fills such a position in this way, they will have no longer than twenty (20) business days to

adequately post the opening and then ten (10) additional business days to fill the position properly according to the terms of this Agreement.

Section 3 - Overtime: Overtime connected with the regular shift and duties of an employee and which is normally performed by on-site employees shall first be offered to the employee who regularly performs that work and secondly shall be offered to the other employees working at the site with the most senior employees holding the right of first refusal. Overtime work may be mandatory if deemed necessary by Employer or Employer's client. Employer will attempt to give advance notice of overtime. However, dependent on shift staffing levels and Employer or Employer client needs, this may not always be possible. Overtime work may be mandatory if deemed necessary by the Employer or the Employer's client under the terms of Article 8 of this Agreement.

Section 4 - Supervisory or Lead Promotions:

(a) Employees Seeking Promotional Opportunities: Management will appoint such positions on the basis of merit and ability. Management will facilitate training opportunities for lead promotions according to the following procedure: Employees will be offered the opportunity to fill in for the lead worker when he or she is absent. Employees will be assigned according to seniority among those who wish to participate in this voluntary training opportunity. Each employee will serve as the back-up lead for a period of six months, after which time period the next-most senior employee will be offered the position. Employees will not receive lead pay for the times that they are filling in. Nothing in this clause will be interpreted as implying an obligation upon management to appoint employees who have served as back-up lead to lead position(s) in the event of a permanent vacancy.

(b) Employees Failing to Perform Promotional Duties: Any employee accepting promotion shall be given no less than two (2) weeks opportunity to perform the duties of the supervisory or lead position. An employee who fails to perform the promotional duties or who otherwise elects to decline the promotion will be given the opportunity to return to their previous work according to the Bumping Process of Section 5 of this Article.

(c) Employees Declining Promotional Opportunities: The Employer may not intimidate or discriminate in any way against an employee for refusing to seek or accept a promotion.

Section 5 - Layoff and Reductions in Work:

(a) Policy: Employees on layoff or otherwise reduced in work due to economic considerations may immediately bump the hours or full position of less senior employees under the following terms:

(1) Bumping Process: The Employee will be given the immediate opportunity to return to their previous/current work classification, wage rate, and shift where the employee worked. Such bumping will displace the least senior employee within such classification.

(2) Exemption: Such bumping will not displace an employee specifically requested in a building by a customer. Such requests must be made in advance in writing.

(3) Hours of Work: Bumped hours acquired must fully replace but need not exceed the hours previously worked by such employee.

(b) Policy Notice: An employee on layoff shall be given written notice, which shall provide them with instructions on the Employer's return to work policy and the relevant terms of this Agreement.

(c) No Discrimination for Employee Preference: The Employer may not discriminate in any way against an employee on layoff for refusing to accept an opening.

(d) Continuation of Seniority: Any employee on layoff shall continue to accrue her/his seniority and all concomitant benefits for a period of ninety (90) days, unless the employee was discharged for just cause.

ARTICLE 21 - FUNERAL LEAVE

Non-probationary employees shall be entitled to funeral leave of up to three (3) scheduled working days to make arrangements for the services in the event there is a death in the immediate family, defined as mother, father, spouse, and children.

ARTICLE 22 - DURATION OF AGREEMENT

Section 1: This Agreement shall be in full force and effect for the period of April 1, 2017 to March 31, 2020, and thereafter from year to year. This Agreement may be fully opened no more than ninety (90) days and no fewer than thirty (30) days prior to March 31, 2020.

Section 2: In the event that neither party hereto notifies the other party in the above manner they desire to open this Agreement for modification, all terms herein shall remain in full force and effect from year to year thereafter.

Section 3: This Agreement can only be modified or be re-negotiated prior to the expiration date set forth in Section 1 of the Article by the express, written, and signed agreement of both parties, except in cases foreseen under Article 9 - Health and Welfare and Article 18 – Federal and State Laws.

SIGNATURE PAGE

DATED this 31st day of March, 2017

FOR THE EMPLOYER:

CENTERRA INTEGRATED SERVICES, INC.

(b) (6)

Michael W. Goodwin, Director of Labor Relations

(b) (6)

Michael P. Wiese, Project Manager

FOR THE UNION:

SERVICE EMPLOYEE INTERNATIONAL UNION, LOCAL NO. 49

(b) (6)

Meg Niemi, President

(b) (6)

Anna Roberts, Organizer

(b) (6)

Julia Wick, Shop Steward

(b) (6)

Carlos Gonzalez, Committee Member

PART 3 – IFM PERFORMANCE WORK STATEMENT

BONNEVILLE POWER ADMINISTRATION

INTEGRATED FACILITIES MANAGEMENT (IFM)

June 27, 2019



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1 Integrated Facilities Management (IFM)

1.1 Scope

The Integrated Facilities Management (IFM) Contractor (known from here on as The Contractor) shall provide all goods, services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

1.2 Contract Framework and Background

The Contractor shall manage the IFM Services within an outcome-based contractual framework, ensuring the developed Desired Outcomes, Objectives and Performance Standards are consistently met over the life of the Contract. The Bonneville Power Administration (known from here on as BPA) expects that this will create a long term, mutually beneficial relationship based on shared and aligned interests between BPA and The Contractor to achieve BPA's Desired Outcomes.

1.2.1 Desired Outcomes & Statement of Objective

BPA has identified Desired Outcomes and Statement of Objective that shall be the focus of the outcome-based approach and this Contract. The Desired Outcomes that BPA and The Contractor shall jointly work to achieve in the performance of this Contract can be found in PWS Section 2.

1.2.2 Requirements Roadmap

BPA and The Contractor shall utilize a Requirements Roadmap throughout this Contract that links the Performance Standards to each of BPA's Desired Outcomes and Statement of Objective, as outlined in PWS Section 2.

It is expected the Desired Outcomes shall remain consistent with PWS Section 2, but associated Statement of Objective, Performance Standards, and KPIs may vary based on the customer centric needs of each facility.

1.3 Performance Management

Tracking performance against the Requirements Roadmap is essential to the success of BPA and The Contractor. The Performance Management Plan for tracking performance on certain metrics outlined on the Requirements Roadmap can be found in PWS Section 3.

1.4 Transition Management Plan

The Transition Management Plan can be found in PWS Section 5.

1.5 Relationship Management Framework/Mechanisms

1.5.1 Roles and Governance

An outcome-based framework requires a highly collaborative and proactive governance structure that should enable BPA and The Contractor to deliver against outcomes, facilitating business transformation and continual service delivery innovation as opportunities for efficiencies arise.

The table in PWS Section 7 identifies the resources BPA intends to commit to this Contract. BPA intends to at least have a Contracting Officer (CO), Contracting Officer's Representative (COR), and Transition Manager in place by the Effective Date of the Contract. It is BPA's expectation that The Contractor shall provide appropriately aligned resources utilizing The Contractor's Key Personnel and Relationship Management framework in Contract Attachment F at the corporate level.

As the needs of BPA change, this Governance structure may change as well. It shall be the joint and combined responsibility of the Management team to recommend such changes to the Board of Advisors (as shown in PWS Section 6) for approval.

1.5.2 Updates to Requirement Roadmap Elements

It is expected that the Desired Outcomes will remain consistent over the course of the Contract, but the Objectives, Performance Standards and Performance Measures are not expected to remain static over the Term of the Contract. The mutually defined governance structure will be used to enable changes to these elements due to the dynamic and evolving needs of BPA under the Contract.



1.6 Base Services (B) - Integrated Facilities Management (IFM)

The Contractor will provide Base Services per performance-based specifications shall be responsible to provide qualified management, supervision, certified and licensed labor where applicable, materials, equipment, travel, and supplies and is responsible for the efficient, effective, economical, and satisfactory operation of services described in Section 1.6.1.

BPA considers IFM Services to be a critical component in providing customer centric services to the employees of BPA. The current services that are considered Base Services are outlined in Section 1.6.1. It should be noted that this list is not exhaustive of all services that could be provided to BPA by The Contractor.

The Contractor shall utilize bio-based products wherever necessary in Section 1.6.1 in accordance with federal bio-based purchasing requirements per the [USDA Bio-Preferred Catalog](#) and provide Safety Data Sheets (SDS) for BPA approval. The Contractor will provide a report of its purchases to the COR within 30 days after the end of each BPA Fiscal Year and upon contract expiration. BPA's fiscal year runs October 1 to September 30.

1.6.1 Integrated Facilities Management (IFM) Services

Includes, but may not be limited to the following:

1. Facilities Operations Call Center (FOCC)
 - a. Workflow Management
 - b. Computerized Maintenance Management System (CMMS)
 - c. Call Center
2. Maintenance Management (including, but not limited to)
 - a. All Critical and Non-Critical Systems and Equipment included in BPA's Field and Non-Field Equipment Master Files
3. Critical Environment Management
4. Janitorial
 - a. Custodial
 - b. Interior Pest Management
 - c. Room Set-Up Services
 - d. Interior Plant Maintenance (BPA HQ Only)
5. Grounds
 - a. Landscaping
 - b. Roadways and Parking Lots
 - c. Snow Removal
 - d. Exterior Pest Management
6. Waste Management
 - a. Solid Waste
 - b. Recycling
 - c. Composting
 - d. Confidential Document Destruction
 - e. Bio-med Waste (sharps containers)
7. Materials and Purchasing Management (facilities-related consumables)
8. CAD and Drawings Management (critical and non-critical environments)
9. The services listed below are considered standard Integrated Facilities Management (IFM) Services and are within the broad scope of the contract. Such services may be negotiated subject to the changes clause and competition requirements during the course of the contract.
 - a. Moves, Adds and Changes (MAC)
 - b. Lease Management
 - c. Motor Pool Management
 - d. Conference Room Scheduling
 - e. Loading Dock Management



The final procedural requirements for Section 1.6.1 will be developed and approved collaboratively with BPA and The Contractor during programmed transitions workshops and The Contractor will document the business processes in a playbook.

1.6.2 Miscellaneous Services

Miscellaneous service include facilities services not listed elsewhere and requiring less than (2) two person hours to accomplish and documented in the CMMS. Miscellaneous services include hanging of bulletin boards, framed pictures, photographs, whiteboards, charts, and similar items; revising building directories; and other activities incidental to normal office operations.

1.6.3 Initial Deficiency List

Within ninety (90) days after Contract award start, The Contractor shall perform a complete inspection of all building systems and infrastructures. The Contractor shall provide the COR a detailed written report of deficiencies to include a complete description of those deficiencies and digital photographs for CMMS input. All items identified as requiring additional work shall be identified individually and include a price for repairing the item. The Contractor shall not include any items that would be replaced, repaired or adjusted during performance of normal preventive maintenance.

1.6.4 Limit of Liability for Repairs

The Contractor shall be responsible for all corrective, preventative, routine and emergency repairs and maintenance including parts and materials. The Contractor shall be responsible for labor, parts and materials up to and including \$3,000 per work order. When parts and materials are expected to exceed \$3,000, and the equipment is not on the initial deficiency list, The Contractor shall submit a bid sheet to the COR for approval to include competitive bid documentation to determine fair and reasonable pricing. Upon approval, The Contractor shall perform the work and submit an invoice for payment by BPA for the remaining cost of the repair less the \$3000. All parts and materials shall be of equivalent or better quality than the existing and that energy conservation and accreditation standards have been considered.

1.6.5 Maintenance Program and Strategy

The Contractor shall develop, implement and manage a long-term Maintenance Strategy (preventative, predictive, proactive, RCM) designed to maintain each Facility and its equipment, systems, fixtures, and contents in optimal working condition while still functional to prevent failure or defect and accumulating additional deferred maintenance. These systems shall be maintained at OEM suggested maintenance recommendations or BPA Maintenance Standards and Prescribed Maintenance Plans, whichever is more stringent. This requirement will be accomplished collaboratively with BPA and The Contractor during programmed transitions workshops.

1.6.6 Service Requests and Corrective Maintenance Program

Including tenant requested work orders and general repair of systems and structures.

1. Electronic Work Order System to capture and track service.
2. 24/7 Service Response System, including a call center and web-based system.
3. The Contractor shall receive, investigate, consider and act upon service requests and complaints (and any other defects that otherwise come to contractor's attention through inspection or otherwise) pursuant to The Contractor's scope of responsibilities hereunder in a systematic fashion.
4. The Contractor shall maintain appropriate records to document each request, complaint or other means of notice and show the action taken with respect thereto.
5. The system shall provide for proper before and after service follow-up, as applicable, with the affected tenant or occupant and the servicing subcontractor, The Contractor or third party vendors.
6. For each service request, The Contractor shall provide for the dispatch of appropriate and properly equipped service personnel in accordance with service level standards agreed upon by The Contractor and BPA.
7. Emergency service effectiveness shall not differ significantly from Facility to Facility. A service request shall be considered an "emergency" if it involves or threatens to involve injury to persons, material



damage to property or inability to make productive use of the affected Facility, or is made by a designated group of people determined during the Transition Period.

1.6.7 Critical Environment Management

The Contractor shall provide at a minimum; (2) critical systems electricians and (1) critical systems mechanical (HVAC) technician to support the critical systems requirement during normal operating hours (6am – 6pm). The critical environment team shall provide hub and spoke support from the Dittmer Control Center to the remaining critical environments located in Portland Headquarters, Celilo and Munro.

The Contractor shall collaborate with BPA's Critical Facilities Team in SME workshops to coordinate, develop and implement communication plans, first responder call down lists, OEM proprietary contract site transitions, resource planning from the local union shops and training for access to control centers to maintain a Tier III uptime requirement.

1.6.8 Emergency Facilities Management Services

In addition to the regular operational services provided hereunder, The Contractor shall take whatever measures The Contractor believes, in the exercise of prudent judgment and at BPA's expense, are necessary on an emergency basis to support general physical security and safety for each Facility, tenants and each person at a Facility, in accordance with BPA's Occupant Emergency Plan (OEP) or equivalent. If expenses for providing these services are expected to exceed normal base coverage, the CO or their designee should be notified immediately to provide necessary approvals for these unusual expenses. Any necessary additional requirements regarding The Contractor discretion will be jointly determined through the governance structure.

1.7 Performance Metrics

BPA and The Contractor shall jointly conduct an annual review of The Contractor's performance as part of the governance process. Results shall be tabulated by The Contractor and submitted for review by BPA, or, if requested by BPA, The Contractor shall request all such results to be sent directly to BPA from The Contractor.

The Contractor's performance shall be measured using Key Performance Indicators (KPI) found in PWS Section 3.

1.8 Incidents Reporting/Management

The Contractor shall interact with BPA in the management, response, and remediation to all incidents occurring at any Facility that result in property damage, physical injury or death, or when the threat of the foregoing or liability is perceived.

1.9 Computerized Maintenance Management System (CMMS)

1.9.1 Option 1

BPA is in the process of implementing an internal CMMS (Asset Works EAM) program in parallel with this Contract. If BPA determines the internal system will be utilized, BPA will provide, at no expense to The Contractor, all the training, access, and workflow management necessary to manage the system.

1.9.2 Option 2

If The Contractor recommends the use of The Contractor provided CMMS for ease of business operations for The Contractor and BPA determines the recommended system will be sufficient, BPA may proceed with The Contractor provided system.

If BPA elects to use a contractor-provided technology solution The Contractor must work with BPA to transfer any collected data stored by The Contractor requested by BPA to BPA in a format and on a schedule acceptable to BPA.

Business process mapping, system data setup, data modeling, and training will be provided to BPA during the transition workshops after Contract award.



The Contractor and BPA shall work together to develop protocols for the transfer of data from The Contractor-provided technology solution to BPA's technology solution(s) in accordance with PWS Section 8 if a BPA system is implemented during the term of this contract.

The Contractor and BPA shall work together to define and implement disaster recovery objectives and procedures that are acceptable to BPA for BPA data stored by The Contractor.

1.10 Reporting

The Contractor shall prepare on an accurate and timely basis, and submit to BPA, any reports requested by BPA that are housed in the CMMS or Project Management Information System (PMIS). The Contractor shall meet as requested by BPA from time to time to review and discuss any reports submitted by The Contractor hereunder, to answer questions and provide supporting detail and other data, and to revise and correct any reports as may be necessary in order to make such reports accurate and complete.

The Contractor shall prepare for execution and filing of forms and reports required by any governmental authority having jurisdiction over the real estate aspects of each Facility, and shall cooperate with BPA in providing necessary information for all other forms, filings and reports related to each Facility.

If BPA requests The Contractor to provide financial or other property data reports there shall be no extra charge to BPA for such additional reports provided:

1. Such reports can be produced by The Contractor using the data fields and ad hoc reporting capabilities of The Contractor provided technology solution or BPA's computer software platforms,
2. No data supplementation or manual reporting (e.g., Excel or Word reports requiring data entry or manipulation outside of the computer software platforms) is required.

Additional Data requirements can be found in PWS Section 8 While these data standards directly apply to BPA Data Standards, BPA expects to materially adhere to these standards. Any necessary deviations or special requirements around data should be outlined in the PWS Attachment I and agreed through the Governance process.

1.11 Above Base (AB) Services

Above Base (AB) services are considered requests outside of base contract and shall not impact the delivery of base contract support. AB services will follow an approval process defined by BPA in the execution of this requirement. Site-specific approvals, tracking and invoicing shall be as defined by the assigned BPA representative prior to commencement of the extra work. Service Requests started prior to the BPA approval will be at Contractor's risk of non-payment for work completed. Examples of AB services may include, but not be limited to, the following:

1. Project related reconfiguration of Architectural & Structural, Mechanical, Electrical, HVAC and Plumbing systems
2. Construction or maintenance projects limited by thresholds in PWS Section 15
3. Design, engineering and project management
4. Expense and capital project planning
5. Asset management and lifecycle analysis
6. Occupancy and space planning support
7. Energy audits
8. Recommissioning and optimization projects
9. Master planning and operating playbook production
10. Moves, Adds and Changes (MAC) coordination
11. Professional services for document and technical writing delivery

Above Base Methodologies for engagement, governance and approval can be found in PWS Section 6.

1.12 Service Level Standards of Performance

The Contractor shall maintain Service Level Standards of Performance, at a minimum, at the current level BPA is



maintaining. It is possible that some Facilities will desire higher levels of service than they currently have. The Contractor will work with the Board of Advisors and SMEs to determine the desired level of service as part of the customer centric solution they develop as part of the Transition and Onboarding process. BPA understands that an increase in the Service Levels could require a reinvestment of some of BPA's savings and may be adjusted through contract modification.

1.13 Government-Furnished Property and Services

In connection with The Contractor's rendering of the IFM Services, BPA shall provide The Contractor's Employees, at BPA's expense at BPA locations where The Contractor's Employees are assigned, existing space, furniture, parking and such other equipment, as may be reasonably necessary for The Contractor's performance of the IFM Services throughout the Term of the Contract.

The Contractor's level of access control will vary by Facility. Each Facility Subject Matter Expert (SME) will address necessary level of access control.

The Contractor and a Facility SME will need to mutually agree on how to handle the equipment when developing the maintenance standard. Specifically, the maintenance standard will need to address areas such as transitioning of existing equipment, responsibility and permitted use around specific equipment, any transfer or disposal of surplus property via the Investment Recovery Center (IRC) process. Any equipment that BPA allows The Contractor to use in order to fulfill its contractual obligations will be provided at no additional cost to The Contractor.

The Contractor may not charge BPA for use of equipment that is Contractor-owned and that The Contractor intends to use for multiple purposes outside of fulfilling obligations outlined in the scope of this Contract.

In the event that movable equipment needs repair, The Contractor shall be responsible for the repair process and BPA will be responsible for paying for the repair.

1.14 Subcontractors and Vendors

1.14.1 Subcontractors

The Contractor shall provide sub-contracted services for third-party contracts that will not be performed in-house by The Contractor. The list will include vendors that provide inspections and certifications required by the Authority Having Jurisdiction (AHJ), e.g. Fire Protections Systems, Elevators, Cranes & Hoists.

1. Within ninety (90) calendar days of the Effective Date of contract start, BPA and The Contractor shall review the Third-Party Contracts (and any other contracts or work in progress) to mutually determine:
 - a. How to transition the Third Party Contracts with no lapse of service;
 - b. Identify single-source proprietary contracts that must be sub-contracted by The Contractor;
 - c. How The Contractor shall enter into subcontracts with Subcontractors in accordance with the terms and provisions of Sections 1.14.2 (the "The Contractor Contracts").

1.14.2 The Contractor Contracts

The Contractor shall enter into subcontracts (the "The Contractor Contracts") with Subcontractors in accordance with the terms and provisions of this Section.

1. The Contractor contracts shall not be inconsistent with the terms and conditions of this Contract. Subcontractors shall be selected by The Contractor in its discretion, based on The Contractor's due diligence and customary contracting requirements, provided, that The Contractor shall be responsible for the Subcontractors as set forth in this Contract.
2. The Contractor contracts shall be consistent with BPA's current Service Level Standards and Specifications with proprietary vendors providing current services.
3. Notwithstanding the subcontracting of any portion of the services by The Contractor, The Contractor shall remain BPA's sole point of contact with respect to the IFM Services.
4. All The Contractor Contracts shall:
 - a. be in the name of and executed by The Contractor;
 - b. include a provision for cancellation by The Contractor upon not more than thirty (60) calendar days



- written notice (or such longer period approved by BPA);
- c. require that all Subcontractors maintain appropriate insurance; and
- d. Provide that all warranties provided by Subcontractors under The Contractor Contracts shall be expressly for the benefit of, and shall be enforceable by, BPA (or The Contractor on BPA's behalf).

1.14.3 Competition in Subcontracting

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

Selection of sources of labor, material, and equipment necessary to accomplish the work is governed by this section. For the purpose of this section, "subcontractor" also includes suppliers.

1. The Contractor shall solicit subcontractor bidding for all services and construction work except repair work which is specifically exempted by BPA in PWS Section 1.6.4 – Limit of Liabilities for Repair.
2. The Contractor shall seek to develop subcontractor interest in the work and shall furnish to BPA a list of potential qualified subcontractors from whom bids may be requested. BPA may identify additional potential qualified subcontractors from whom the Contractor shall request bids.
3. The Contractor shall develop the criteria (qualifications and price) that will be used to analyze bids for each element of the work. If requested by BPA, bid solicitation documents shall be provided to BPA for review not less than five (5) business days prior to issuance of bid solicitation.
4. If the Contractor or an affiliate or subsidiary of the Contractor will be included in the subcontract selection process to perform particular services or construction work on the project, the Contractor shall disclose that fact in the selection process documents and announcements. All affiliations and subsidiary relationships shall be made known to BPA 15 days prior to initiating the selection process.
5. Contractor shall obtain a minimum of three subcontractor bids for each element of the work, unless BPA waives the three-bid-minimum requirement after reviewing the Contractor's good faith efforts to obtain bids or the estimate for the work is less than \$10,000.00.
6. All bids shall be submitted electronically to BPA's Contracting Officer's Representative via email using a bid tabulation summary document. All bids over \$10,000 are routed to the Contracting Officer or designee for approval.
7. After evaluation, the Contractor shall share the results of the evaluation with BPA. Upon completion of BPA's review and subject to BPA approval, the Contractor shall then award the contract to the selected bidder and announce the results to all subcontractors who submitted bids for that element of the work. .
8. BPA will not resolve or be involved in the resolution of protests of the Contractor's selection of subcontractors and suppliers.
9. BPA retains the right to monitor the subcontracting process, including contract review(s), in order to protect BPA's interests and to confirm the Contractor's compliance with the contract, applicable statutes, administrative rules, and other legal requirements.
10. Upon execution of any subcontract, the Contractor shall provide BPA with a copy or copies of the contract(s) for work and services covered by the subcontract(s).

1.14.4 Self-Performance and Exemption from the Competitive Selection Process

Unless already exempted by BPA, the Contractor shall submit for BPA approval each element of the work the Contractor proposes of self-perform. The Contractor shall fully respond to any questions or comments submitted to the Contractor by BPA in regard to the non-competitive process.

Each element of the work the Contractor proposes to subcontract without the competitive selection process must include an explanation as to why self-performance or exemption from the competitive selection process is in BPA's best interest. The proposal shall also describe the process the Contractor will use to qualify and select prospective subcontractors for work that are not subject to the qualification and selection process.



To determine whether self-performance or exemption from the competitive selection process is in BPA's best interest, BPA will consider some or all of the following factors including, but not limited to:

1. emergency circumstances,
2. the Contractor's need to utilize a key subcontractor member of the Contractor's project team consistent with the Contractor's project proposal,
3. the need to meet other specified contract requirements,
4. the continuation or expansion of an existing subcontractor agreement that was awarded through a "competitive process" along with facts supporting the continuation or expansion of the subcontract agreement,
5. special requirements for the work,
6. special advantages or capabilities of the Contractor's or subcontractor to perform the work,
7. the significance of the work as a critical path item,
8. market availability of the requested series or products, and
9. demonstration that the costs are fair and reasonable.

Except for emergencies, a formal written request shall be provided 15 days before bid documents are released for bids to the community.

1.15 BPA and The Contractor Deliverables

Prior to any work being performed for BPA, The Contractor must identify any information needed such as facility, equipment, proprietary vendor contracts, and accounting work order codes, etc.

Throughout the Term, BPA will provide copies of new Facility information documents, modifications, and any other material new information or changes to new or existing Facility information documents, as they occur during the Term.

BPA may satisfy obligations for these deliverables by providing The Contractor access to BPA databases, archived files or computer systems, and orientation to the organization and operation of such databases, files and systems.

BPA may identify information or deliverables needed from The Contractor prior to transitioning the selected IFM Services to The Contractor. Any necessary Contractor deliverables, with associated timelines, must be outlined in the Transition Management Plan (PWS Section 5).

1.16 KPIs

The Contractor shall be responsible for meeting or exceeding agreed-upon KPIs and Performance Measures throughout the Term of this Contract. As part of the Governance process, The Contractor and BPA shall meet each quarter (or as outlined in the Relationship Management Framework in PWS Section 6) to review The Contractor's success in achieving its annual performance objectives for the prior year (or, as applicable, the prior partial year). Such performance shall be measured in accordance with selected Performance Measures based upon objective and clearly defined measurable criteria designed to measure quality and cost issues.

KPIs and a proposed scoring methodology, to be attached as PWS Section 4, shall be established and agreed upon. Upon the determination of BPA, BPA may adjust, delete or add KPIs as deemed appropriate; however, Performance Measures may only be adjusted by the Board of Advisors as part of the Governance process. After the execution of this Contract, BPA will utilize the Governance process for approving any necessary KPI adjustments. BPA acknowledges that The Contractor's ability to perform under this Contract and attain high KPI scores is subject to BPA performing its obligations under this Contract. For KPIs or Performance Measures that require a baseline, actual results for the preceding twelve (12) months shall be used as the baseline.



2 Requirements Roadmap

Desired Outcomes	Performance	
	Objective	Standard
1 Provide safe, appealing and high quality facilities and grounds through operational excellence	Ensure both interior and exterior spaces meet agreed-upon appearance standards	Establish standards and scope for facilities maintenance, janitorial and grounds within 90 days via SME workshops.
		Validate work against standards, correct deviations and report through Quality Assurance (QA) process quarterly.
	Meet or exceed agreed-upon service levels for routine and priority service requests	Review/examine work requests for Corrective Maintenance (CM) and other requests by priority and measure against agreed-upon standards.
	Maximize asset life cycle	Validate VFA Asset Registry and Inventory all assets and determine asset conditions for major building elements and age within 180 days and update annually.
		Prescribe Preventative Maintenance (PM) and schedules for all assets and generate PM schedule within 90 days from contract award and update as agreed per SME workshops.
		Perform Cost-Benefit analysis for CM and PM identified issues to repair vs. replace, and implement agreed-upon corrective actions.
	Determine the condition of the facilities under management	Provide Facility Condition Assessments of all facilities annually.
	Ensure continuity of systems and services	Eliminate controllable unplanned downtime.
	Adhere to regulatory and code requirements	100% of applicable staff will attend codes training.
		Reduce violations to zero within agreed time period and maintain thereafter.
	Utilize safety and risk management programs to reduce incidents	100% of staff attends applicable safety training.
		Reduce safety incidents to level below previous year.



Desired Outcomes	Performance	
	Objective	Standard
2 Exhibit good stewardship of BPA resources	Achieve optimal cost savings within responsible budgets	Achieve annual 1.5% savings of year-to-year operating budgets from baseline.
	Reduce BPA's environmental footprint	Reduce overall energy consumption per SF by 2.5% of 2019 baseline.
		Reduce overall water usage per SF by 2.0% of 2019 baseline.
		Divert a minimum of 50% of waste from landfill.
		Establish and maintain site specific recycling programs where appropriate.
100% of annual storm water inspections completed as determined by AHJ.		
3 Foster an environment and culture that promotes flexible customer centric solutions	Be accountable for service delivery to requestors and affected parties	Work order survey response about communication results average equal satisfied or very satisfied.
		All mutually agreed scheduled reports issued on time.
		Follow mutually agreed communication standards for: <ul style="list-style-type: none"> • unique scheduled events • recurring events • emergency/urgent events
	Improve customer satisfaction	Achieve / maintain a customer satisfaction level of "85%" or greater.
	Establish a customer service training program	All employees complete appropriate customer service training annually
4 Enable employees to be engaged, motivated and innovative	Provide training programs and cross-training at all levels	Achieve a standard of 10% improvement over year 1 baseline on employee engagement survey that incorporates all Objectives.
	Provide employment growth opportunities	
	Establish and maintain a high level of employee morale to ensure engagement	
5 Sustain collaboration, transparency and programs that inspire ratepayers trust	Mutually develop and maintain required reporting that meets or exceeds the needs of BPA	Achieve a standard of 10% improvement over year 1 baseline on employee engagement survey that incorporates all Objectives. All specified reports submitted by due date.
	Publicly communicate accurate and informative results of key metrics	Monthly reporting of key projects and cost savings, aggregated and published quarterly.



Desired Outcomes	Performance	
	Objective	Standard
6 Provide uptime availability at or above BPA requirements.	Maintain uptime availability at Tier III level.	Achieve a standard of 99.98% or above over year 1 baseline.

3 Performance Management Plan

The Contractor shall develop, subject to the Board of Advisor’s review and approval, a Performance Management Plan that will measure The Contractor’s performance and progress by comparing Performance Measures against Desired Outcomes. The Board of Advisors will have oversight responsibility and work collaboratively to put in place agreed-upon Performance Measures to compare The Contractor’s performance against the Desired Outcomes across BPA’s portfolio.

A summary of performance management activities and their frequency are set forth below:

Activity	Timing/Frequency	Details
Management and Operational Audits	Annually	Contractor’s annual audits are performed by off-account members focused on ensuring all aspects of managerial practices and operational processes are being adhered to.
Performance Measure and KPI Performance	Reviewed monthly and quarterly	Ensures Performance Measure and KPI adherence specific for BPA, consistency at both Facility and portfolio levels, and Compliance with laws and regulations.
Customer and Client Satisfaction Surveys	Semi-Annually	Evaluates performance based on BPA feedback, including Client, Occupancy / Customer, Work Order Close-Out surveys and more.

3.1 Key Performance Indicators (KPIs)

KPIs have been developed to tie performance to incentive compensation by meeting the desire outcomes.

KPI	Goal	Weight
<i>Financial (Incentive weight - 40%)</i>		
Savings Creation	Minimum annual savings of 1.5% off year-to-year operating costs starting with base year 1 baseline.	40%
<i>Operational (Incentive weight - 50%)</i>		
Corrective Maintenance Completion	90% completed on-time IAW Priority Matrix (PWS Section 17.6)	5%
Preventative Maintenance Completion (Standard Equipment)	90% compliant based on monthly cycle	5%
Preventative Maintenance Adherence (Critical Equipment, Critical Tasks)	95% compliant based on monthly cycle	5%
Equipment Up Time/Down Time (Critical Environments)	Zero unplanned downtime	5%



KPI	Goal	Weight
Project Delivery (Scope, Schedule, Budget)	90% of Projects are delivered at the agreed upon Scope, Schedule, and Budget	10%
Facility Service Level Inspections	90% Acceptance Rate on 3% Sample Size of Portfolio from BPA FTE Inspections.	20%
<i>Customer Satisfaction (Incentive weight - 10%)</i>		
Customer (Tenant) Satisfaction	85% Satisfaction or better.	5%
Customer (Client) Satisfaction	85% Satisfaction or better.	5%

3.2 Meeting Desired Outcomes

Information related to KPIs and Performance Measures linked to the Desired Outcomes can be found in PWS Section 2. The Contractor shall adhere to the following incentive elements to tie Contractor’s performance to BPA’s Desired Outcomes (Reference PWS Section 1):

1. Provide data to support the achievement of KPIs;
2. Acceptance of achievement will be approved by Governance Board;
3. Provide future KPI recommendations and incentive methodologies.

3.2.1 Incentive Compensation

Contractor shall be entitled to receive Incentive Compensation by achieving cost savings below the Baseline as set forth in PWS Section 3. The Incentive Compensation will be funded by actual cost savings or cost avoidance delivered and as approved by BPA in their sole and absolute discretion. The Incentive Compensation factors will be equitably adjusted based on PWS Section 3.

3.3 Audit Program

In addition to cooperating with internal audits, The Contractor shall utilize the audit and compliance programs outlined below throughout the Term.

3.3.1 Contractor Management Audit

The Contractor shall review the administrative systems in place at Facilities that have been managed by The Contractor for at least one year. This audit shall measure compliance with The Contractor’s operating procedures in accordance with desired outcomes and KPIs.

3.3.2 Customer and Client Satisfaction Surveys

The purpose of the customer and client satisfaction surveys is to measure and evaluate The Contractor’s performance based on client and customer feedback and for The Contractor to adjust or re-align The Contractor’s priorities with BPA. Surveys shall be developed by The Contractor in consultation with BPA. The Surveys developed by The Contractor shall be submitted to Site Level/Local Operations for approval. These surveys include, but may not be limited to, the following types:

- a. Occupant/customer satisfaction surveys, including work close-out surveys, client- specific surveys, verbal surveys, random end user satisfaction surveys and leadership satisfaction surveys; and Tenant Satisfaction Surveys (TSS).

4 Pricing Model and Incentive Structure

4.1 Baseline and KPI Savings Methodology

Incentive Compensation is based on a percentage of savings The Contractor is able to achieve below BPA’s baseline operating costs while attaining KPI targets. Baseline operating budgets are provided with the solicitation and incorporated in Exhibit 4 of the Integrated Facilities Management Award Fee Plan. Section 4.2 will be used to establish a minimum 1.5% Savings Creation KPI on a year-to-year FFP basis in the schedule of prices. The estimated values for maintenance, janitorial and grounds in base service contract line items (CLINs) will be

Bonneville Power Administration
 Integrated Facilities Management (IFM)
 Performance Work Statement



considered Base (B) operating budgets. The Contractor shall reflect the minimum 1.5% savings on the FFP line item in base years and subsequent option years. Savings created on a year-to-year basis will be reflected in schedule of prices and the award fee amount will be calculated from the previous year's baseline. The minimum annual savings creation KPI must be met in order to be considered successful and access to the award fee pool.

KPI scoring methodology can be found in PWS Section 4.5.

Example:

Baseline and KPI Savings Example						BPA Baseline Operating Costs		Base Year 1 (w/ 1.5% Savings Creation)		Base Year 2 (w/ 1.5% Savings Creation)		Option Year 1 (w/ 1.5% Savings Creation)		Option Year 2 (w/ 1.5% Savings Creation)		Option Year 3 (w/ 1.5% Savings Creation)	
CLIN	Price Structure	Region	Description (Maintenance, Janitorial & Grounds)	Quantity	Unit	Unit Price	Total Estimated Price	IFM Unit Price	IFM Total Estimated Price	IFM Unit Price	IFM Total Estimated Price	IFM Unit Price	IFM Total Estimated Price	IFM Unit Price	IFM Total Estimated Price	IFM Unit Price	IFM Total Estimated Price
XXXX	FFP	Metro	HQ, Ross & Hanger	12	Month	\$ 225,000	\$ 2,700,000	\$ 221,625	\$ 2,659,500	\$ 218,301	\$ 2,619,608	\$ 215,026	\$ 2,580,313	\$ 211,801	\$ 2,541,609	\$ 208,624	\$ 2,503,485
XXXX	FFP	North	Covington	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	North	Olympia	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	North	Snohomish	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	North	Wenatchee	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	South	Eugene	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	South	Longview	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	South	Redmond	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	South	Salem	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	South	The Dalles	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	East	Idaho Falls	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	East	Kalispell	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	East	Spokane	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
XXXX	FFP	East	Tri-Cities	12	Month	\$ 25,000	\$ 300,000	\$ 24,625	\$ 295,500	\$ 24,256	\$ 291,068	\$ 23,892	\$ 286,701	\$ 23,533	\$ 282,401	\$ 23,180	\$ 278,165
Total Base						\$ 6,600,000	\$ 6,601,000	\$ 6,403,485	\$ 6,403,485	\$ 6,302,413	\$ 6,302,413	\$ 6,212,821	\$ 6,212,821	\$ 6,119,629	\$ 6,119,629	\$ 6,119,629	\$ 6,119,629

4.2 Operating Budgets

0001 FFP Transition Phase - HQ, Ross & Hanger

Base Period: 04/01/2020 - 03/31/2023
Base Operations and Maintenance Services

Baseline Operating Budgets

- 0002 Facilities Operations Call Center (FOCC)
- 0002a FFP --Government-Furnished
- 0002b FFP --Contractor-Furnished
- 0003-0005 FFP HQ, Ross & Hanger
- 0006 FFP Transition Phase - Field - North Region
- 0007-0009 FFP North Region
- 0010 FFP Transition Phase - Field - South Region
- 0011-013 FFP South Region
- 0014 FFP Transition Phase - Field - East Region
- 0015-17 FFP East Region
- 0018 Award Fee - Year 1 of Base Period
- 0019 Award Fee - Year 2 of Base Period

\$ 8,896,000

\$ 876,000

\$ 1,253,000

\$ 824,000

Total HQ, Ross & Hanger \$ 8,896,000

Total Field \$ 2,953,000

Total \$ 11,849,000

4.3 KPIs and Incentive Award Fee Rating

Refer to IFM Award Fee Plan.



4.4 End of Year Incentive Invoice Methodology

The table below is an example demonstrating how incentive is calculated. Numbers shown are for illustrative purposes only.

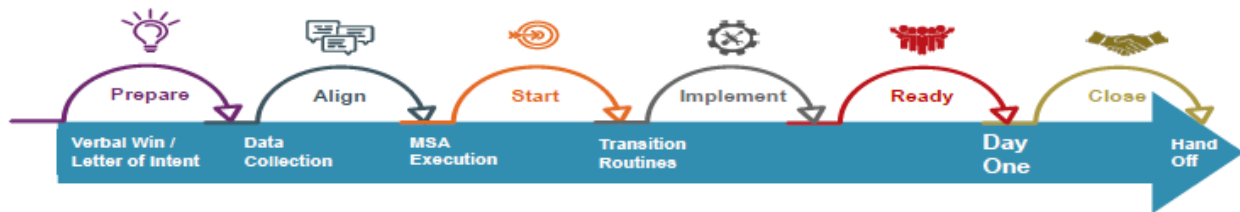
Monthly Invoices 1-12						
CLIN	Price Structure	Description	Quantity	Unit	Unit Price (Monthly)	Total Estimated Price
Base Operations and Maintenance Services						
0003	FFP	HQ, Ross & Hanger - Maintenance	12	Month	\$ 243,400	\$ 2,920,799
0004	FFP	HQ, Ross & Hanger - Janitorial	12	Month	\$ 243,400	\$ 2,920,799
0006	FFP	HQ, Ross & Hanger - Grounds	12	Month	\$ 243,400	\$ 2,920,799
0008	FFP	North Region - Maintenance	12	Month	\$ 26,930	\$ 323,157
0009	FFP	North Region - Janitorial	12	Month	\$ 26,930	\$ 323,157
0010	FFP	North Region - Grounds	12	Month	\$ 26,930	\$ 323,157
0012	FFP	South Region - Maintenance	12	Month	\$ 26,930	\$ 323,157
0013	FFP	South Region - Janitorial	12	Month	\$ 26,930	\$ 323,157
0014	FFP	South Region - Grounds	12	Month	\$ 26,930	\$ 323,157
0016	FFP	East Region - Maintenance	12	Month	\$ 26,930	\$ 323,157
0017	FFP	East Region - Janitorial	12	Month	\$ 26,930	\$ 323,157
0018	FFP	East Region - Grounds	12	Month	\$ 26,930	\$ 323,157
Total Base					\$	11,670,810

Incentive Invoice - Final - Month 1 of New Option Year						
CLIN	Price Structure	Description	Quantity	Unit	Unit Price (Monthly)	Total Estimated Price
Base Operations and Maintenance Services						
		Baseline Operating Costs	12	Month	\$ 987,378	\$ 11,848,538
		Total Base CLINs	12	Month	\$ 972,568	\$ 11,670,810
		Total Annual Savings	12	Month	\$ 14,811	\$ 177,728
		Savings Creation - KPI Goal (1.5%)	12	Month	1.5%	1.5%
Scorecard						
		Excellent (25%)	12	Month	\$ 3,703	\$ 44,432.02
		Very Good (20%)	12	Month	\$ 2,962	\$ 35,545.61
		Good (10%)	12	Month	\$ 1,481	\$ 17,772.81
		Satisfactory (5%)	12	Month	\$ 741	\$ 8,886.40
		Unsatisfactory (0%)	12	Month	\$ -	\$ -
Award Fee		Incentive Payment for KPI Achievement				\$ 44,432
Total Incentive Invoice					\$	44,432

5 Transition Management

The Contractor shall prepare a Transition Management Plan, subject to the Board of Advisors approval, that addresses the Transition Period, consisting of six phases of Transition Management.

The six phases of Transition Management are:



5.1 Six Phases of Transition Management

5.1.1 Preparation

The preparation phase consists of an alignment workshop with key Board of Advisors and BPA Subject Matter Experts (SMEs). During this phase, The Contractor will establish, after consultation with Board of Advisors and BPA SMEs, The Contractor and BPA SMEs roles and responsibilities, provide an assessment of current BPA facility conditions, and collectively define KPIs that support BPA.

The Contractor and BPA SMEs roles involved in transition shall include one or more leads representing each of the following subject matter areas:

1. Transition
2. Facility Operations and Maintenance
3. Facilities Planning and Projects
4. Data Management
5. Facilities Call Center
6. KPIs and Performance Management

5.1.2 Alignment

During this phase, The Contractor and BPA SMEs will work collaboratively to review and validate data collected during the onboarding process. BPASMEs and The Contractor will engage in a Transition Management Plan review.

5.1.3 Transition Start

The Contractor will plan as many meetings as necessary to accomplish a successful transition. The following are some examples of transitional meetings needed to complete transition deliverables annotated in PWS Attachment R:

1. Transition preparation and planning, which is a joint alignment workshop where current and future BPA processes and procedures are reviewed, risks are identified and team roles and responsibilities are refined;
2. Transition launch, which is a virtual or in-person meeting where The Contractor's team of SMEs introduce their service lines, project plans, and transition approach to BPA, and
3. High-level requirements workshop, which is an in-depth discussion involving The Contractor and BPA SMEs regarding the decisions that impact multiple service lines transitioning together.



5.1.4 Implementation

This phase begins once the team of SMEs finalizes the data collection and joint alignment. This phase consists of transition routines that include weekly status summaries, regular transition meetings, and monthly progress schedule reviews.

5.1.5 Transition Preparedness

To ensure all new processes are documented, during this phase technology is configured and staffing is filled appropriately. The Contractor's Transition Team, led by the Transition Manager outlined in PWS Section 7, will host a "Transition Preparedness" evaluation with BPA and on-site Contractor teams in advance of the Transition Date. Additionally, the teams will determine final plans for day one support and the timing of new employee orientation activities.

Contractor will hold ongoing weekly transition status calls with BPASMEs in order to provide a clear understanding of progress and identify potential issues or roadblocks. The Contractor will create a dedicated web portal to keep all team members informed about activities taking place and enable team-wide online access to the transition plan, templates, contact details and other information. The Contractor will collectively leverage through the Transition Period.

5.1.6 Transition Close Out

The Transition Close Out phase is the final phase of the Transition Period and includes the Transition Date for The Contractor. In the weeks following the Transition Date, the Transition Team will host calls between BPASMEs and Contractor Operational Governance Committee or Board of Advisors representatives in order to ensure business continuity. The team also hosts internal meetings to review lessons learned as well as collect feedback via anonymous surveys with The Contractor's client teams and new Contractor account team employees. The Transition Period shall end approximately (90) days following Contract Start Date with a final meeting between the Transition Team and BPA SMEs team.

5.2 Sourcing, Contract Management, and Contract Assignment

During the Transition Period, The Contractor will provide a dedicated transition sourcing resource who will work with BPA SMEs to evaluate existing BPA Third-Party Contracts and to manage the change control process with existing subcontractors, in accordance with the PWS.

5.3 BPA SME and Contractor Workshops

During the Transition Period, BPA SMEs and The Contractor will conduct workshops to develop a "Best in Class" Operations and Maintenance Program to include all processes and procedural requirements for Base and Above Base Services. This will allow BPA and The Contractor to collaboratively develop and document innovative strategies to manage Base and Above Base Services in accordance with BPA's Service Level Standards and Specifications and Maintenance Standards.

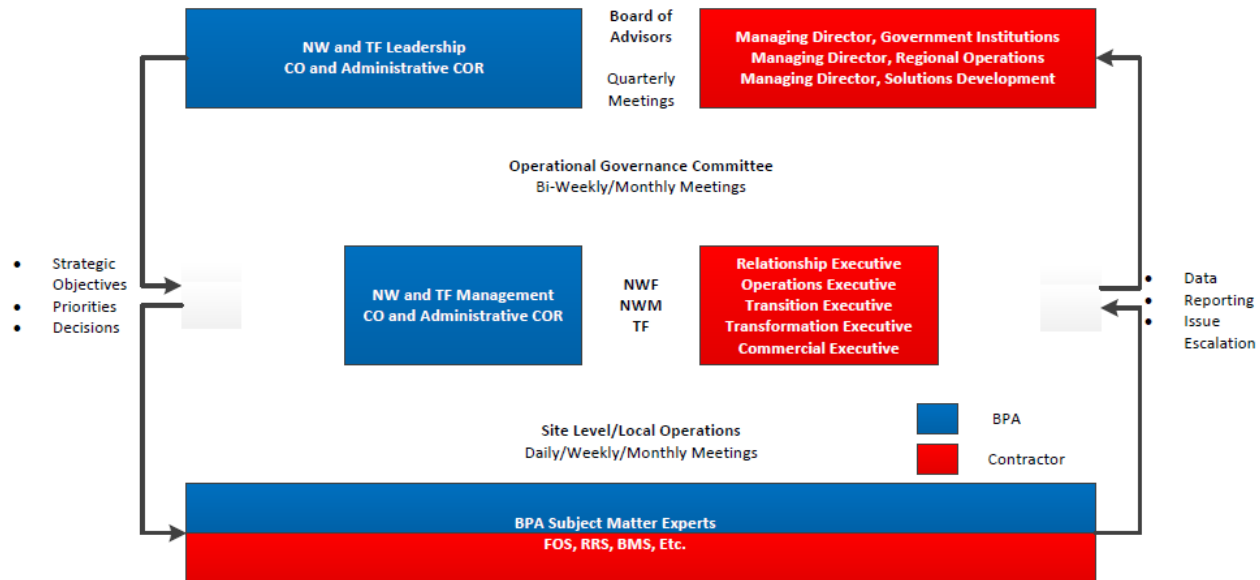
5.4 End of Term Exit Transition Management

Upon conclusion of this Contract term, The Contractor will provide, in the format requested by BPA, all of the documentation and data collected in the CMMS and other information systems pertinent to the management of this contract.

6 Relationship Management

6.1 Governance Structure

This Contract shall be managed by the Parties through the Governance Structure *example* that is set forth below:



6.2 Communications

The Governance Structure shall have three tiers and be comprised of the following three committees, which shall collectively manage the relationship between BPA and Contractor and meet as follows:

1. Board of Advisors – Quarterly;
2. Operational Governance Committee – Weekly, Monthly; and
3. Site Level/Local Operations – Daily, Weekly, Monthly.

6.3 Roles and Responsibilities

6.3.1 Board of Advisors

The Board of Advisors shall be comprised of senior leaders from The Contractor and selected members of BPA Leadership and shall meet in-person quarterly. The purpose of the Board of Advisors is to create a forum for relationship management between the senior leadership of BPA and The Contractor. The duties this committee shall be charged with include, but may not be limited to, the following:

1. Ensuring that The Contractor understands the strategy and evolving needs of BPA, to give The Contractor the opportunity to enhance this strategy with relevant insights and emerging trends;
2. Oversight of any new or modified services during the Term;
3. Review and approval any proposed changes to Performance Measures, service levels or KPIs, in accordance with the PWS;
4. Review and approval any recommended changes to the Governance Structure;
5. Annual review of performance against Performance Measures and award of Term Extension incentive;
6. Project work plan reviews and approvals per the PWS.



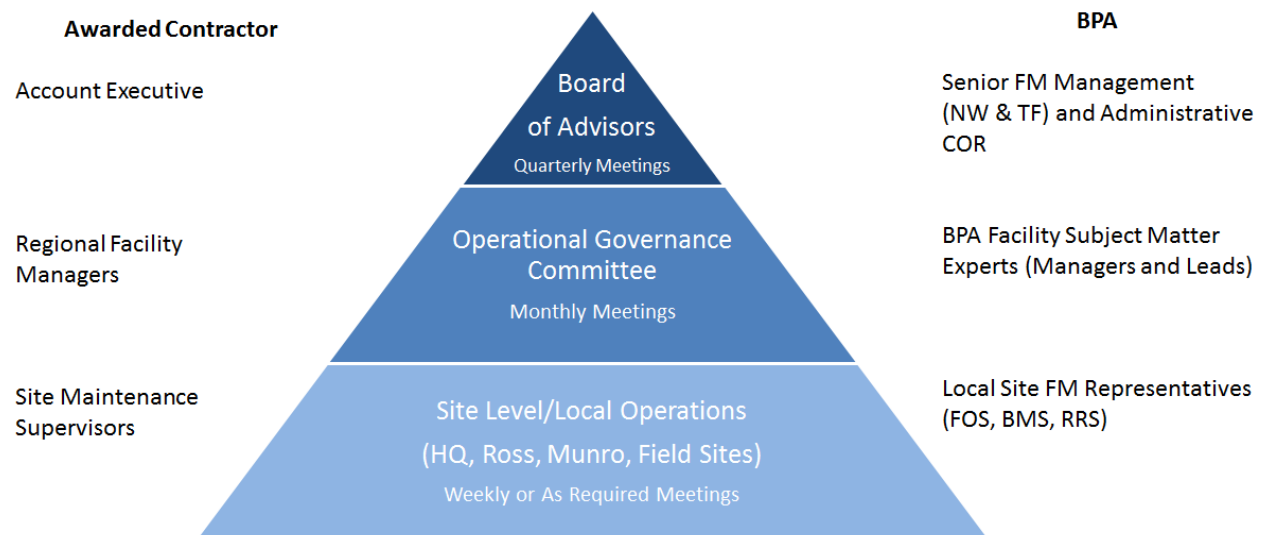
6.3.2 Operational Governance Committee

The Operational Governance Committee shall be comprised of governance Leadership from both BPA and The Contractor. This committee shall have responsibility for reviewing both long-term and short-term project activities, as well as plans for the delivery of services. This committee shall meet, at a minimum, monthly and review Contractor’s performance through KPIs, Operations Budget versus actual results, anticipated annual cost savings, customer service issues, and problem resolution. The committee shall also manage conflict resolution issues that cannot be solved at the site level.

6.3.3 Site Level/Local Operations Committees

The Site Level/Local Operations Committees shall be comprised of BPA and The Contractor on-site leads and managers for facilities operations, janitorial services, and grounds maintenance. These leaders shall meet weekly to discuss short-term and long-term plans, upcoming project routing and approvals, customer feedback, problem resolution, personnel issues, and new ideas or innovations.

6.3.4 BPA and The Contractor Structure - Example



7 BPA Intended Resources

7.1 Administrative Contracting Officer’s Representative

BPA is committed to providing resources for the roles outlined below to jointly govern the Contract. BPA intends to at least one Administrative Contracting Officer’s Representative (know from here on as the Admin COR) in place by the Effective Date of Contract Award.

7.1.1 Relationship Management

The Admin COR’s role is to lead and facilitate the governance of the relationship, promoting the intent and objectives of both parties over the term of the agreement. The Admin COR’s primary role is to manage the overall relationship, providing leadership, advice, and guidance during term of the agreement. The Admins COR is jointly responsible for the promotion and diffusion of the Shared Vision, Statement of Intent and Guiding Principles across the agency.



Additional responsibilities include the following:

1. Monitor and direct long term program performance, growth and alignment
2. Serve as the liaison contact for BPA's Contracting Authorities
3. Support transformation and continuous improvement programs
4. Participate in selection of key personnel
5. Participate in governance meetings
6. Monitor and report on overall relationship health to internal and external stakeholders
7. Transition oversight and management
8. Serve as the primary conduit to the Board

7.1.2 Operations Management

The Admin COR is responsible for all operational elements of the relationship, including business strategy, responsive customer service and performance against the scope of work. The role is to ensure that service delivery complies with operational business Requirements as well as other elements that might have an impact on the current and future scope of work of the relationship.

Additional responsibilities include the following:

7.1.2.1 Operational Governance

1. Maintain consistency of approach as for operational decision-making and issue resolution
2. Resolve audit findings, evaluate and mitigate risks in scope of the relationship
3. Ensure that agreed communication channels are operating efficiently
4. Develop recommendations and oversee changes in the operational framework
5. Support a seamless and successful insight-led/people-driven operational governance
6. Post transition, review potential contract adjustments based on customer centric requirements and on changes in business environment, and coordinate with Commercial Manager

7.1.2.2 Operational Performance Management

1. Monitor program performance as per the agreed operational metrics
2. Escalate appropriate operational performance issues
3. Responsible for operational performance reporting

7.1.3 Transformation Management

The Admin COR is responsible for the oversight of all transformational elements of the relationship, including driving ideas, innovations, and process changes in the relationship. The primary role is to promote overall awareness, education, value proposition, and on-boarding process. The role is to ensure that such transformation complies with internal and external requirements as well as other transformational elements that might have an impact on current and future commercial terms and conditions of the relationship.

This role is structured in a "two-in-the-box" manner, where the Admin COR oversees transformational activities and provides leadership, advice, and guidance over the duration of the relationship by working closely and collaboratively with his/her peer. Additional responsibilities include the following:

1. Overall Transformation Management stewardship
2. Maintain consistency of approach for innovation and transformation
3. Collect ideas for innovation and transformation
4. Lead the prioritization and approval of ideas within the joint innovation portfolio
5. Lead the prioritization and approval of projects within the transformation pipeline
6. Promote and foster a culture of sustainable innovation between both organizations
7. Watch trends in market and service delivery to proactively drive improvement opportunities
8. Ensure that agreed communication channels are operating efficiently
9. Monitor transformational performance as per the agreed transformational metrics
10. Escalate significant transformational performance gaps to the Board



7.1.4 Contract Management

The Admin COR is responsible for all commercial and contractual elements of the relationship, including legal topics, relationship economics, responsive customer service and approach to value. In addition, they serve as the counterpoint to their two-in-a-box Awarded Contactor operations peer. Additional responsibilities include the following:

7.1.4.1 Commercial Governance

1. Ensure consistency of approach as for commercial decision-making and issue resolution
2. Receive and resolve commercial issues submitted by local end-users or regional staff
3. Ensure relationship full compliance with internal and external requirements
4. Internal & external communication of commercial concerns

7.1.4.2 Other Duties

This function manages scope/pricing changes and ensures that the actual agreement stays up to date as the business needs and pricing assumptions change. The Admin COR's primary role is to keep the agreement in alignment to actual business needs and environment. As such, they oversee the change management process of the agreement and to keep the master record of the current contract and past and pending modifications.

1. Monitor and manage the commercial and contractual aspects of the contract
2. Ensure commercial issues are properly escalated within the governance process and resolved
3. Review change requests, track open/closed requests, route change requests through the approval and review process, implement changes to the contract
4. Manage escalations related to the Contract through the governance boards
5. Drives service excellence and supports transformation efforts through appropriate contractual and commercial arrangements
6. Audit and provides input to improvement initiatives and business cases

7.1.5 Transition Management

The Admin COR is responsible for engaging stakeholders into any "transition to the new." In addition to serving as the counterpoint to their two-in-a-box Awarded Contactor operations peers, they work with Provider Transition Teams to provide cross-site assistance to support and ultimately own the implementation.

Additional responsibilities include the following:

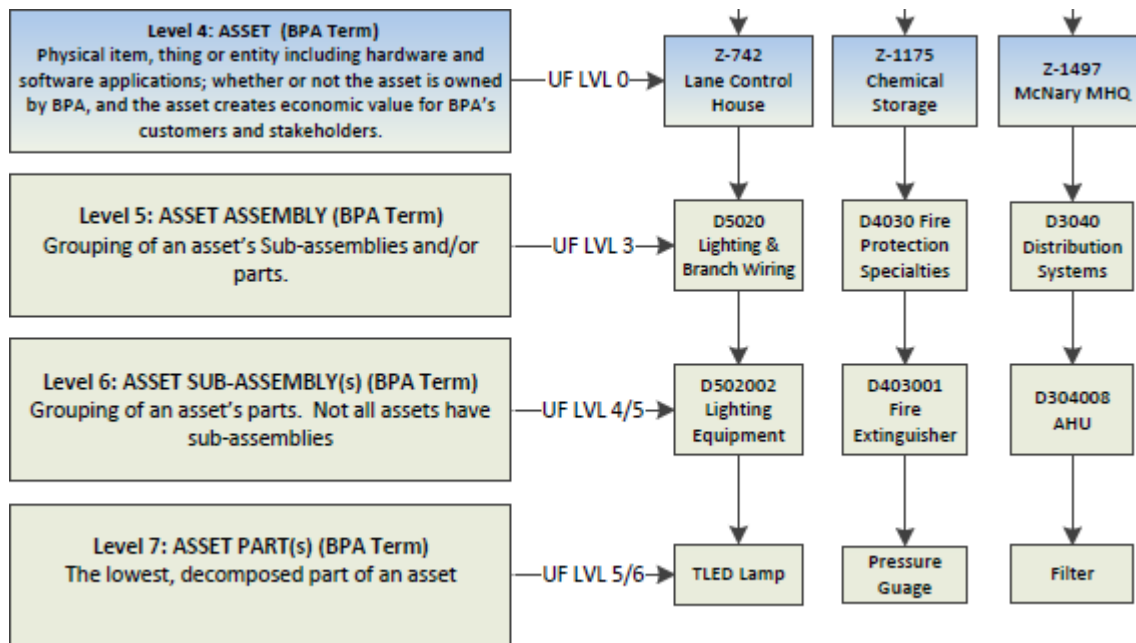
1. Support and ultimately own the implementation of transition initiatives
 - a. Help create scalable solutions that build upon the Desired Outcomes and Statements of Objective
 - b. Collaborate with Provider to plan the transition, manage risk during the transition, and generate (appropriate) reports after transition
 - c. Educate stakeholders through the transition process and assist them in identifying and creating the right transition team
2. Ensure program Key Personnel numbers and talent at each location
 - a. Work with Provider's Transition Teams to provide cross site assistance
 - b. Ensure timelines and deliverables are fully delivered with mutually agreed upon schedule
 - c. Escalate significant transitional performance gaps
 - d. Trigger commercial structure adjustments against changes in business environment
 - e. Assist in the setup and coordination for collecting the required facility assessments, data collection, etc.
 - f. Ensure BPA and The Contractor are working within the scope of the Transition Plan
3. Work with their two-in-a-box peer to lead and champion the communications with regard to every aspect of transition
 - a. Assist with change management communication with key internal stakeholders
 - b. Serve as site by site primary communicator for BPA
 - c. Strive to maintain transparency through the transition process

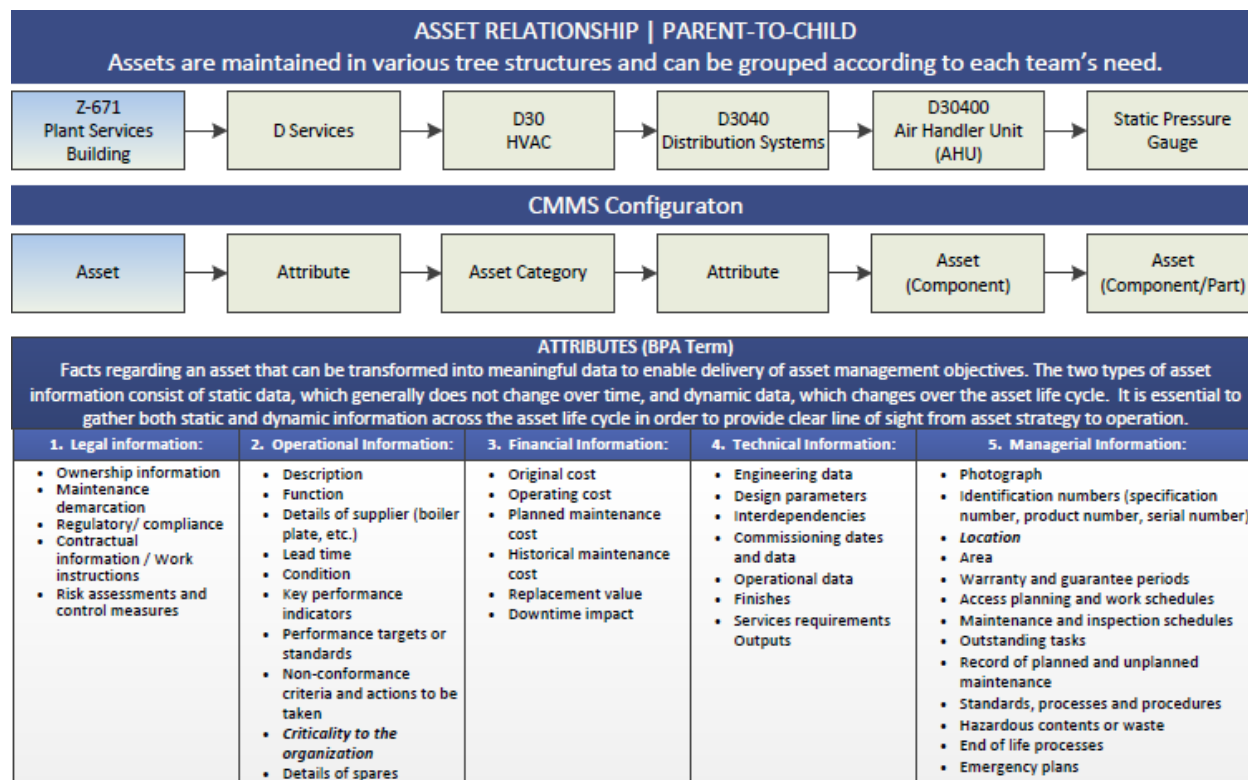
4. Support in the assessment of program value realization
5. Support in the collection and aggregation of relational metrics (as it relates to transition success)
6. Support in the collection and aggregation of transformational metrics, and the approval, prioritization and execution of the transformation portfolio.

8 BPA Data Standards

8.1 Asset Hierarchy

BPA utilizes ASTM E1557-19 (2015) for Standard Classification of Building Elements and Related Site Work – UNIFORMAT II with a hybrid of ISO 55000 Asset Hierarchies.





8.2 Management, Maintenance and Delivery of Data

This attachment and each of its sections describes BPA's data gathering requirements and data standards for The Contractor when performing the following business functions on behalf of BPA:

1. Facilities Maintenance – includes preventative maintenance and corrective maintenance.
2. Equipment Inventory
3. Facilities Condition Assessments

8.2.1 Facilities Maintenance Data

The Contractor will manage work orders and maintain Facilities Maintenance data. Historical extracts of this data will be provided to BPA in a file format, delivery method, and schedule agreed upon between BPA and The Contractor. See Section 8.3 for further details.

8.2.2 Equipment Inventory and Facility Condition Assessment Data

BPA may require the Contractor to:

1. Manage and maintain an inventory of equipment data; or
2. Perform Facilities Conditions Assessments; or
3. Both

The data gathered during these processes must be delivered directly to BPA's Enterprise Asset Management (EAM) System, AssetWorks EAM. The data must match the exact format and standards used in BPA's EAM system. The Contractor may opt to enter the data directly into AssetWorks, in which case BPA will provide the Contractor with instructions on the proper procedures and standards for entering data into the system. An alternative to keying data directly into BPA's EAM system is the electronic transmission of interface files, as described in Section 8.2.2.2.



8.2.2.1 Timeliness/Time-Sensitivity of Data

Conditions Assessment and Equipment Inventory data must be delivered to EAM within one week of when the information was gathered. This includes all photos taken.

8.2.2.2 Optional – The Electronic Transmission of Data

An alternative to keying data directly into BPA’s EAM system is the electronic transmission of interface files. However, this must be agreed to in-advance by BPA. The Contractor is responsible for transmitting the data and photos using an agreed upon delivery methodology, file layout, file format, and time schedule. The data must be accurate and the data requirements and standards must be followed. BPA can rescind this option if The Contractor does not adhere to the agreement.

8.2.3 Reports

The Contractor is responsible for providing Facilities Maintenance reports and dashboards to BPA.

8.2.4 Central Point of Contract for Data Issues

The Contractor will assign a point person responsible for ensuring compliance with the data requirements and standards in this document. This individual will serve as the central point of communication between The Contractor and BPA for data and reporting matters.

8.3 Facilities Maintenance (FM) Data Extract

The Contractor will maintain a set of preventative and corrective maintenance work order data. Incremental historical extracts of this data must be provided to BPA in a file format, method of delivery, and schedule agreed upon between BPA and The Contractor. The purpose of this extract is to provide BPA with a historical repository of data and is not intended to be used for the management of FM operations. The extract must include the data elements listed below and follow the data standards and requirements as defined.

Note that when the term “work order” is used below, it includes to both preventative and corrective maintenance requests.

8.3.1 Required Facilities Maintenance Data Elements and Data Standards

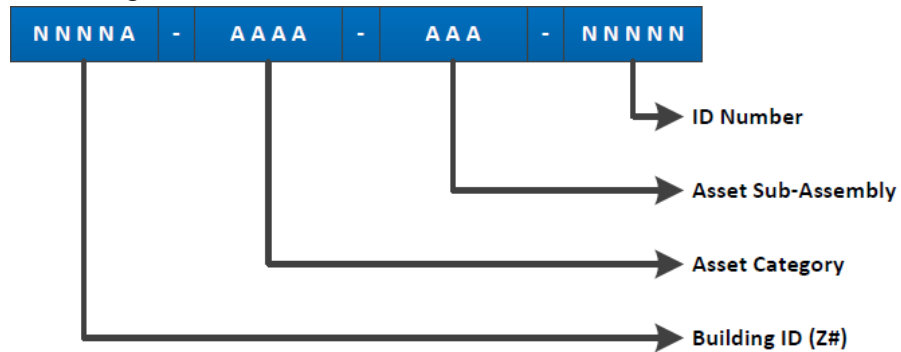
BPA does not currently possess the ability to provide a data extract table for elements or standards. The format will be delivered during the transition workshop after contract award.

8.4 Equipment Inventory Data Standards

BPA may require the Contractor to gather and maintain an inventory of equipment data for BPA; and for that data the Contractor will follow the data standards and requirements described in this section. The Contractor will deliver the equipment data directly to BPA’s EAM system using the specified naming convention provided below. This data includes new equipment data and updating previously added equipment. The structure of the entered data is defined and described below.

The information provided here is not intended to be all inclusive, but rather provide general guidance on BPA’s equipment coding standards. The Contractor may opt to enter equipment data directly into EAM, in which case BPA will provide the Contractor with instructions on the proper procedures and standards for entering data into the system. An alternative to keying data directly into BPA’s EAM system is the electronic transmission of interface files, as described in Section 8.2.2.2.

8.4.1 Equipment Naming Convention



8.4.1.1 Building ID (Z#)

The first part of the equipment code is the “Building ID (Z#).” The Building ID is a 5 digit unique ID from Asset Suite that allows the user to identify the specific building in which an asset resides. BPA Facilities will provide a list of valid building codes and descriptions to The Contractor upon request or these values can be looked up in VFA.

E.g.: 0992-HVAC-AHU-00001

8.4.1.2 Asset Category

The second part of the Equipment code is the “Asset Category.” The Asset Category is the specific category in which the system is classified as. Uniformat Level II; commonly referred to as “Equipment Category”.

E.g.: 0992-HVAC-AHU-00001

8.4.1.3 Asset Sub-Assembly

The third part of the Equipment code is the “Asset Sub-Assembly”. The Asset Sub-Assembly is the identifier for the group of asset components and parts. Uniformat Level IV; commonly referred to as “Equipment Type”.

E.g.: 0992-HVAC-AHU-00001

8.4.1.4 Equipment ID Number

The last part of the equipment code is the “Equipment ID Number.” Number refers to the instance number, or instance of the equipment. If there is more than one of the same type of equipment on the same floor, this ID will distinguish one piece of equipment from another.

E.g.: 0992-HVAC-AHU-00001

8.4.1.5 Additional Details

In some cases there are pre-existing numbering systems that are physically present on equipment. These numbers are referred to as “Legacy numbers” and oftentimes are located on a name plate or written in permanent marker on the equipment. When available, use the legacy numbering currently on the equipment for the “Number.” If legacy numbering is not present, or if it is a new piece of equipment, use a sequential number beginning with “00001.” Use leading zeros if the number is less than five characters.

8.4.1.6 Other Equipment Data Elements

Below are additional data elements the contractor will capture, maintain, and update for equipment.

1. BPA Building Number
2. Floor Number



3. Location
4. Asset/Equipment Classification
5. Manufacturer
6. Model Number
7. Serial Number
8. Tag Number
9. Warrantee Start Date
10. Comments

BPA may request other equipment data elements that The Contractor captures as part of their normal business practices.

8.5 Facility Condition Assessments (FCA)

When the Contractor performs Facilities Conditions Assessments for BPA, the Contractor will deliver the data and photos directly to BPA's EAM or alternative Asset Management system. The data must match the exact format required by EAM. The Contractor may opt to enter the data directly into EAM, in which case BPA will provide the Contractor with instructions on the proper procedures and standards for entering data and uploading photos to the system. An alternative to keying data directly into BPA's EAM system is the electronic transmission of interface files and photos, as described in Section 8.2.2.2.

8.5.1 Facility Condition Assessments (FCA) Data Elements

BPA does not currently possess the ability to provide a data extract table for elements or standards. The format will be delivered during the transition workshop after contract award.

8.6 Data Elements and Standards Recommendations

The Contractor may recommend alternate methods of delivering CMMS management capabilities, data elements and standards delivery, and tools that reflect best industry practice for workflow, maintenance and project management. The alternate methods may possess the ability to create efficiencies, economies of scale and assist in the transition of business operations for BPA and The Contractor.



9 Facility Description Codes

The facility description code table defines BPA’s associated asset types with its respective category. The asset type refers to the type of building in BPA’s portfolio while the category exhibits the criticality of the building. Facility description codes are used to identify the asset type and the level of service in each respective facility in the Site Specific – Service Profiles workbook.

9.1 Site Specific – Site Profiles

Facility Categories and Asset Types			
Facility Description Code	Category	Asset Type	
	FAC-1	Utility 1 (Critical Facilities)	Data Center (HQ & Ross)
			Control Center (Dittmer & Munro)
			DC Converter Station
	FAC-2	Utility 2	Control House - Manned
			Control House - Unmanned
			Relay House
Engine Generator Buildings			
Microwave/Radio Building			
FAC-3	Office, Maintenance, and Special Purpose	Office - Mission Essential	
		Office - Mission Support	
		Maintenance Headquarters	
		Maintenance Shop	
		Training & Research	
		Meter House	
FAC-4	Storage	Storage - Special	
		Storage - Vehicle	
		Storage - Materials & Equipment	
		Storage - General	
		Storage - Hazardous Materials	
FAC-5	Other	Untanking Tower	
		Oil House	
		Lease	
		Underutilized	
		Other	

The facility description codes can be found in the Site Specific – Site Profiles worksheets, incorporated by reference, to identify the “as-is” and “to-be” service level standards and specifications for BPA facilities.

10 Janitorial - Service Level Standards and Specifications



Janitorial - Service Level Standard

<p>Level 1 (J-1) Orderly Spotlessness</p>	<ul style="list-style-type: none"> Floors and base board molding shine and/or are bright and clean; colors are fresh. There is no build-up in corners or along walls. Surfaces are disinfected and free of dirt, debris, stains, litter, odors and other foreign residues. All vertical and horizontal surfaces have a freshly cleaned and polished appearance and disinfected with no accumulation of dirt, dust, stains, marks, streaks, smudges, fingerprints, litter, odors or foreign residues. Restroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate. Waste containers in workstations shall not overflow or contain food items and only hold weekly waste, common areas only hold daily waste and all are clean and odor free. Reuse applicable liners and sanitize as necessary. Place waste in appropriate receptacle (recycle, compost, etc.) Service Request Response Duration - (1) One Hour
<p>Level 2 (J-2) Ordinary Tidiness</p>	<ul style="list-style-type: none"> Floors and base board molding shine and/or are bright and clean. There is no build-up in corners or along walls, but there can be up to two days' worth of dust, dirt, stains, or streaks. All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observation and high touch areas are disinfected. Restroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate. Waste containers in workstations shall not overflow or contain food items and only hold weekly waste, common areas only hold daily waste and all are clean and odor free. Reuse applicable liners and sanitize as necessary. Place waste in appropriate receptacle (recycle, compost, etc.) Service Request Response Duration - (1) One Hour
<p>Level 3 (J-3) Casual Inattention</p>	<ul style="list-style-type: none"> Floors are swept or vacuumed clean, but upon close observation there can be stains. A build-up of dirt and/or floor finish in corners and along walls can be seen. There are dull spots and/or matted carpet in walking lanes. There are streaks or splashes on base board molding. All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints. Restroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate. Waste containers only hold weekly waste, are clean and odor free. Reuse applicable liners and sanitize as necessary. Place waste in appropriate receptacle (recycle, compost, etc.) Service Request Response Duration - (3) Three Hours
<p>Level 4 (J-4) Moderately Dingy</p>	<ul style="list-style-type: none"> Floors are swept or vacuumed clean, but are dull, dingy, and stained. There is noticeable build-up or dirt and/or floor finish in corners and along walls. There is a dull path and/or obviously matted carpet in walking lanes. Base molding is dull and dingy with streaks or splashes. All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks. Light fixtures are dirty. Waste containers have old trash. They are stained and marked. Waste containers smell sour. Service Request Response Duration - (1) One Day
<p>Level 5 (J-5) Self-Performed</p>	<ul style="list-style-type: none"> Cleaned by Occupants/Users as Necessary

Janitorial - Specifications



Building Common Areas	<ul style="list-style-type: none"> Lobbies, reception areas, mail/printer areas, conference rooms, stairways, kitchenettes, vending areas and hallways.
Floor Surfaces	<ul style="list-style-type: none"> Hard flooring, carpet, tile, concrete, stone and walk-off mats.
Vertical & Horizontal Surfaces & Objects	<ul style="list-style-type: none"> Walls, baseboards, blinds, clocks, HVAC registers, return grills, lighting fixtures, exit signs, fire alarms strobes/horns, ceiling tiles, desk tops, whiteboards, book cases, file cabinets, shelving units, pictures, entry door windows & relights, plaques, sconces, lighting fixtures, furniture, partition walls, and plants.
Personal Items	<ul style="list-style-type: none"> The Contractor shall take care so as not to disturb or displace any personal materials in workstations (not including trash and recycling).
Moveable Items	<ul style="list-style-type: none"> Moveable items shall be tilted or moved to clean underneath and around. Soil and moisture underneath items shall be removed before items are returned to their original location.
“Wet Area” Cleaning	<ul style="list-style-type: none"> Kitchenettes, maternity suites, and “wet” areas, such as restrooms, showers and locker rooms, fitness centers, cafeteria. Vertical and Horizontal Surfaces - walls, floors, mirrors, fixtures, floor mats, sinks, countertops, lavatories, toilets, urinals, showers, benches, furniture, shower mats, plumbing fixtures, dispensers, drinking fountains, partitions, stalls, stall and entry doors (including handle, kick plates, door ventilation, and metal door guards) and other such surfaces.

Janitorial – Space & Periodic Cleaning Specifications

Mechanical Room Cleaning Services	<ul style="list-style-type: none"> The Contractor shall remove all trash and recycling or shall not overflow. (Weekly) The Contractor shall ensure floor surfaces are free from litter, dirt, residue, odor, stains and debris, with a uniform appearance. (Weekly) The Contractor shall dust all vertical and horizontal surfaces to ensure they are free from dirt, dust and other foreign residues and debris. (Semi-Annually)
Shop Cleaning Services	<ul style="list-style-type: none"> The Contractor shall remove all trash and recycling or shall not overflow. (Weekly) The Contractor is not responsible for cleaning floors, work benches, shop equipment, cabinets, or material storage racks and is not authorized to operate any shop equipment.
Periodic Cleaning	<ul style="list-style-type: none"> The Contractor shall clean all building exterior facades, including vestibules, walls, windows, and window ledges/sills, to be free of dirt, mud, grime, cobwebs, mold and mildew >25 feet from the ground. (Semi-Annually) The Contractor shall clean interior transparent interior window surfaces to include: glass, lucite, plastic, transparent partitions, conference rooms relights, or any other transparent materials shall be treated as window surfaces. The Contractor shall clean adjacent trim where spillage or smears occur during the glass cleaning operation. (Semi-Annually) Entire Carpet Cleaning - (Annually) Exterior Window Cleaning - (Annually) Data Center Cleaning - (Annually) Refrigerator and small appliance cleaning (Weekly)

11 Grounds - Service Level Standards and Specifications

Grounds - Service Level Standard



<p>Level 1 (G-1) State of the Art</p>	<p>This level of service is one of very high expectations (estate/arboretum quality). State-of-the-art maintenance applied to a high quality diverse landscape. Associated with high traffic, urban areas, such as government grounds or large sites.</p> <ul style="list-style-type: none"> • General Maintenance (Turf, Bio-Swales, Flower Beds, Lawns, etc.) <ul style="list-style-type: none"> ○ Turf maintained at a height of no more than 4" ○ Sodding over seeding as needed ○ Weeds < 5% present /3 pre-emerge applications ○ Sidewalks edged weekly ○ Bed edging not less than 4 times per year ○ Fertilize at optimum requirements for species ○ Over seed all areas for consistent green ○ Irrigation system functional for 90% of site if applicable • Litter Control <ul style="list-style-type: none"> ○ Minimum policing of once per day, 5 days a week ○ Trash receptacles should never overflow ○ Recycling occurs next to inside and outside trash receptacles • Pruning <ul style="list-style-type: none"> ○ Frequency of pruning is dictated by species and design intent. ○ Heavy pruning done at low demand periods ○ Pruning of trees up to 15' • QA Inspections <ul style="list-style-type: none"> ○ Grounds Manager conduct weekly QA inspection in all zones with zone maintenance supervisor and groundskeeper of zone ○ GM conduct monthly QA inspection of campus with Grounds Manager • Disease and Insect Control <ul style="list-style-type: none"> ○ Disease and Insect control following IPM aesthetic injury level • Hard Surfaces <ul style="list-style-type: none"> ○ Broom cleaning, pothole patching, small scale sealing and striping as needed. ○ Snow and ice abatement materials applied on pedestrian walkways, roadways and parking lots the day of the storm and by 6AM the following morning if necessary. ○ Snow removal starts immediately after .5 inch snowfall and started 2 hours prior to the opening of the facilities.
<p>Level 2 (G-2) High Level Maintenance</p>	<p>Very high level maintenance (between estate/arboretum and average campus grounds) associated with well-developed government grounds.</p> <ul style="list-style-type: none"> • General Maintenance (Turf, Bio-Swales, Flower Beds, Lawns, etc.) <ul style="list-style-type: none"> ○ Turf maintained at a height of no more than 4" ○ Sodding or seeding as needed ○ Weeds < 20% present/2 pre-emerge applications ○ Sidewalks edged bi-weekly ○ Bed edging 2 times per year ○ Fertilize at normal recommendations of turf species ○ Over seed as needed plus high impact areas ○ Irrigation system functional for 80% of site if applicable • Litter Control <ul style="list-style-type: none"> ○ Minimum policing of once per day, 5 days a week ○ Trash receptacles should never overflow ○ Some recycling occurs at key points outside on campus ○ Debris removal • Pruning <ul style="list-style-type: none"> ○ Frequency of pruning is dictated by species and design intent. ○ Heavy pruning done at low demand periods ○ Pruning of trees up to 15' • QA Inspections <ul style="list-style-type: none"> ○ Grounds Manager conduct weekly QA inspection in all zones with zone



	<ul style="list-style-type: none"> ○ maintenance supervisor ○ GM conduct monthly QA Inspection of campus with Grounds Manager ● Disease and Insect Control <ul style="list-style-type: none"> ○ Disease and Insect control following IPM aesthetic injury level ● Hard Surfaces <ul style="list-style-type: none"> ○ Broom cleaning, patching, sealing and striping on zone schedule ○ Snow and ice abatement materials applied on pedestrian walkways, roadways and parking lots prior to storm event. ○ Snow removal on pedestrian walkways, roadways and parking lots starts 2 hours prior to the opening of the facilities. ○ Snow removal starts immediately after .5 inch snowfall on pedestrian walkways and started 2 hours prior to the opening of the facilities.
<p>Level 3 (G-3) Normal Maintenance</p>	<p>This level of maintenance is the norm one would expect to see on a regular, recurring basis. This level of attention is a standard for most sites.</p> <ul style="list-style-type: none"> ● General Maintenance (Turf, Bio-Swales, Flower Beds, Lawns, etc.) <ul style="list-style-type: none"> ○ Turf maintained at a height of no more than 4" ○ Seeding when needed, sodding as requested ○ Weeds < 30% present/1 pre-emerge application ○ Sidewalks edged monthly ○ Bed edging 1 time per year ○ Fertilize at normal requirements for turf vigor ○ Over seed only at key points ○ Irrigation system at key points only, manual irrigation used as needed ● Litter Control <ul style="list-style-type: none"> ○ Minimum policing once per visit. ○ Trash receptacles can overflow during weekend ○ No recycling occurs on the site ○ Debris cleanup ● Pruning <ul style="list-style-type: none"> ○ Frequency of pruning is dictated by species only. ○ Heavy pruning done as needed at times available to grounds crew ○ Tree pruning to 15 feet. ● QA Inspections <ul style="list-style-type: none"> ○ Grounds Manager conduct weekly QA inspection in one zone with groundskeeper of zone ○ GM conduct monthly QA Inspection of campus with Grounds Manager ● Disease and Insect Control <ul style="list-style-type: none"> ○ Disease and Insect control following an IPM economic injury level ● Hard Surfaces <ul style="list-style-type: none"> ○ Broom cleaning and patching only ○ Snow removed by noon the day following snowfall and ice abatement materials applied for average storms.
<p>Level 4 (G-4) Moderately to Low-Level Maintenance</p>	<p>Moderately to low-level maintenance - Associated with locations that have moderate to low levels of development or visitations, or with operations that, because of budget restrictions, cannot afford a higher level of maintenance.</p> <ul style="list-style-type: none"> ● General Maintenance (Turf, Bio-Swales, Flower Beds, Lawns, etc.) <ul style="list-style-type: none"> ○ Turf maintained at a height of no more than 6" ○ Seeding only when needed ○ No Pre-emerge used other than key points ○ Weeds > 50% in other than key points ○ Sidewalks edged quarterly ○ No bed edging ○ Fertilize at minimum requirements for turf vigor ○ Over seed only at key points if at all ○ Manual irrigation system used at key point ● Litter Control <ul style="list-style-type: none"> ○ Minimum policing of key points 1 times per week ○ Trash receptacles emptied as possible



	<ul style="list-style-type: none"> • Pruning <ul style="list-style-type: none"> ○ Frequency of pruning is dictated by ability of grounds crew ○ All pruning done at low demand periods • QA Inspections <ul style="list-style-type: none"> ○ Grounds Manager conduct monthly QA inspection in one zone ○ GM conduct monthly QA Inspection of campus with Grounds Manager • Disease and Insect Control <ul style="list-style-type: none"> ○ None except where the problem is epidemic and the epidemic condition threatens resources of the public. • Hard Surfaces <ul style="list-style-type: none"> ○ Patching only, some manual blowing as needed ○ Snow removal done based on local law requirements but generally accomplished by the day following the snow fall. Some crosswalks or surfaces may not be cleared at all.
<p>Level 5 (G-5) Minimum Level Maintenance</p>	<ul style="list-style-type: none"> • Low frequency mowing scheduled based on species. Low growing grasses may not be mowed. High grasses may receive periodic mowing. Weed control limited to legal requirements for noxious weeds
<p>Level 6 (G-FM) General Field Mowing</p>	<ul style="list-style-type: none"> • General Field Mowing <ul style="list-style-type: none"> ○ Turf maintained at a height of no more than 6" ○ Minimum service semi-annually in May & August ○ String trim in areas not accessible to mowers

12 Maintenance - Service Level Standards and Specifications

<p style="text-align: center;">Maintenance - Service Level Standard</p>	
<p>Level 1 (M-1) Showpiece</p>	<ul style="list-style-type: none"> • Able to respond to virtually any type of service – Immediate response 24/7. • Proud of facilities, have high level of trust for the facilities organization. • All recommended preventive maintenance (PM) is scheduled and performed on time. • Emergencies are very infrequent and are handled efficiently. • Like new finishes. • Windows, doors, trim, exterior are like new. • Bright and clean, attractive lighting. • Maintenance activities appear highly organized and focused. • Service and maintenance calls are responded to immediately. • Breakdown maintenance is rare and limited to vandalism and abuse repairs.
<p>Level 2 (M-2) Comprehensive</p>	<ul style="list-style-type: none"> • Responsive to most service needs, including non-maintenance activities – typically in one day or less. • Satisfied with facilities related services, usually complimentary of facilities staff. • Well-developed preventive maintenance program. Most required PM's are performed at a frequency slightly less than per defined schedule. Occasional emergencies caused by pump failures, cooling failures, etc. • Crisp Clean finishes.



<p>Stewardship</p>	<ul style="list-style-type: none"> • Water tight, good appearance of exterior. • Bright and clean, attractive lighting. • Maintenance activities appear organized with direction. Service and maintenance calls are responded to in a timely manner. • Breakdown maintenance is limited to system components short of mean time between failures.
<p>Level 3 (M-3) Managed Care</p>	<ul style="list-style-type: none"> • Services available only by reducing maintenance, with response times of one week or less. • Accustomed to basic level of facilities care. Generally able to perform mission duties. Lack of pride in physical environment. • Reactive maintenance predominates due to systems failing to perform, especially during harsh seasonal peaks. The high number of emergencies causes report to upper administration. • Average finishes. • Minor leaks and blemishes, average exterior appearance. • Small percentage of lights out, generally well-lit and clean. • Maintenance activities appear to be somewhat organized, but remain people-dependent. Service and maintenance calls are variable and sporadic, with apparent cause. • Building and systems components periodically or often fail.
<p>Level 4 (M-4) Reactive Management</p>	<ul style="list-style-type: none"> • Services available only by reducing maintenance, with response time of one month or less. • Generally critical or cost, responsiveness and quality of facilities services. • Worn out systems require staff be scheduled to react to systems that are performing poorly or not at all. PM work possibly consists of simple tasks, and is done inconsistently. • Dingy finishes. • Somewhat drafty and leaky, rough looking exterior, extra painting necessary. • Numerous lights out, some missing diffusers, secondary areas dark. • Maintenance activities appear somewhat chaotic and are people dependent. Service and maintenance calls are typically not responded to in a timely manner. • Many systems are unreliable. Constant need for repair. Backlog of repair needs exceed resources.
<p>Level 5 (M-5) Crisis Management</p>	<ul style="list-style-type: none"> • Services not available unless directed from top administration; none provided except emergencies. • Consistent customer ridicule, mistrust of facilities services. • No PM performed due to more pressing problems. Reactive maintenance is a necessity due to worn out systems. Good emergency response because of skills gained in reacting to frequent system failures. • Neglected finishes. • Inoperable windows, leaky windows, unpainted cracked panes, significant air and water penetration, poor appearance overall. • Dark, lots of shadows, bulbs and diffusers missing, cave-like damaged hardware missing • Maintenance activities appear chaotic without direction. Equipment and building components are routinely broken and inoperable. Services and maintenance calls are never responded to in a timely manner. • Many systems are non-functional. Repair instituted only for life safety issues.

12.1 Facility Condition Assessments (FCA)

These inspections are intended to provide data used to inform BPA about ongoing maintenance, minor/major maintenance and project needs for the Facilities and should occur on an annual basis and be performed at the appropriate detail to achieve this Objective.



Facility Condition Assessments shall be conducted on all major elements in accordance with ASTM E1557-19 (2015) for Standard Classification of Building Elements and Related Site Work.

Provide inspection data of all factors pertinent to each Facility and report such results in the CMMS to be approved by BPA and in accordance with BPA Data Standards (PWS Section 8).

FCAs are vital to the completion of BPA’s Deferred Maintenance (DM) backlog and any DM backlog requirements not covered under the Base will be executed under the Above Base work approval process.

These facilities will be identified on the Site Specific – Service Profile Workbook as FCA, but may be added to the overall Janitorial, Grounds and Maintenance Service Level Standards requirements with approval from the Board of Advisors through a contract modification for additional services.

Facility Condition Assessments Legend	
Facility Condition Assessment	FCA
Frequency	A – Annually

13 Site Specific – Service Profiles

The Site Specific – Service Profile workbook includes all Non-Electric Facilities in BPA’s portfolio. The “as-is” portion of the workbook consists of existing service contracts held by BPA. The intention of the “as-is” columns is to identify existing service contracts with the expiration dates of the base or option year of the contract in the workbook. This will allow for transition planning for BPA held contracts to The Contractor held sub-contracts or self-performed duties.

The “to-be” columns include services reflected in Section 1.6 of the PWS and the service level standard specification code needed for the specific facility.

The following Excel Workbooks will be furnished separately and are incorporated by reference:

1. Site Specific – Service Profile Workbook: Current Service Levels
 - a. Current Service Levels – Identifies the service contracts BPA manages across its portfolio currently.
2. Site Specific – Service Profile Workbook: Standardized Service Levels
 - a. Standardized Service Levels – Identifies standard service levels across the entire portfolio. BPA does not currently maintain standardized service levels across the entire portfolio.

14 Equipment Master File

Excel Workbooks will be furnished separately and incorporated by reference.

15 Above Base Methodology

15.1 Introduction

This document is intended to outline BPA’s reimbursable work (project management, engineering, architectural, design, construction and repair) needs. It is configured in a manner that addresses BPA’s needs in both leased and owned sites on an agency level and ranges from typical office or maintenance projects to large site infrastructure projects. It is BPA’s intent to consider services for projects not to exceed \$500K and construction projects not to exceed \$150K. Projects above this threshold may still be considered, but will follow a governance review process and can be determined to be delivered by BPA contracting mechanisms. However, even for projects exceeding the threshold, BPA may require project management services for sub-projects/tasks from The Contractor.

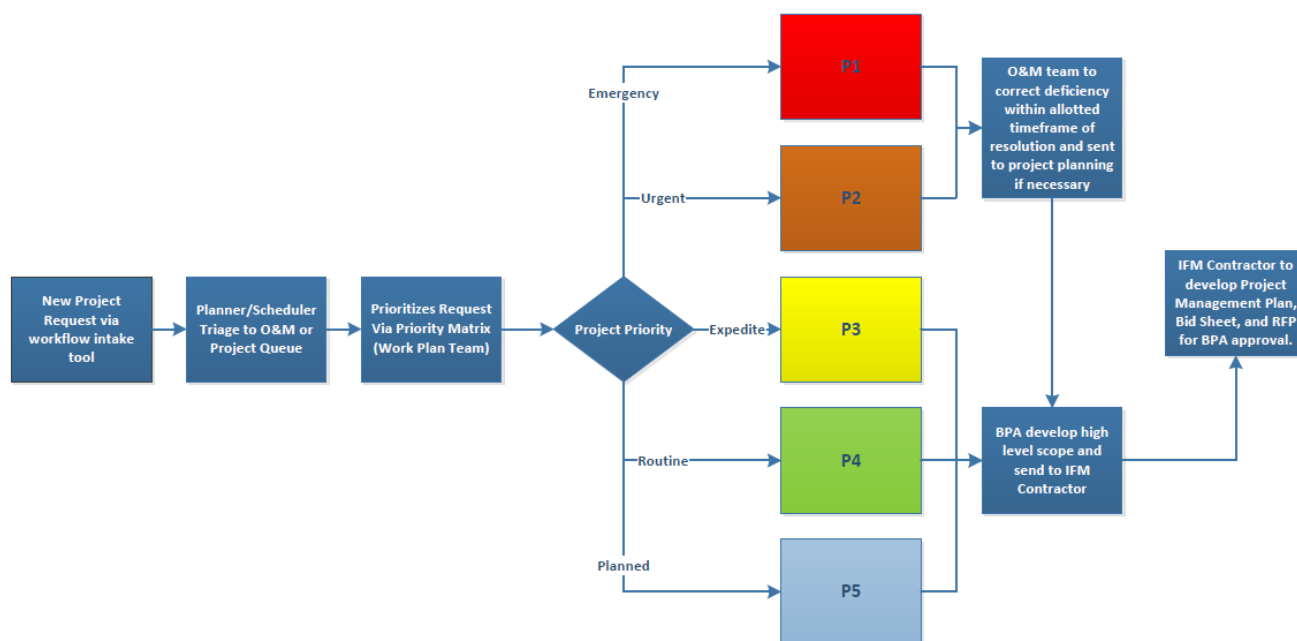
For any project, BPA will define a high level scope of the project as a baseline. It will be The Contractor’s responsibility to manage the project from initiation to completion and consultation of other experts (mechanical, electrical, and structural engineers, architects, etc.) as required.

Above Base (AB) projects considered a “like-for-like replacement” will be classified as a service and follow prevailing wage standards under the Service Contract Act (SCA) and will not exceed \$500K. Refer to Clause 10-3, Service Contract Labor Standards.

Above Base (AB) projects considered a “one time service” will be classified as construction and follow prevailing wage standards under the Davis Bacon Act (DBA) and will not exceed \$150K. Refer to Clause 10-7, Construction Wage Rate Requirements.

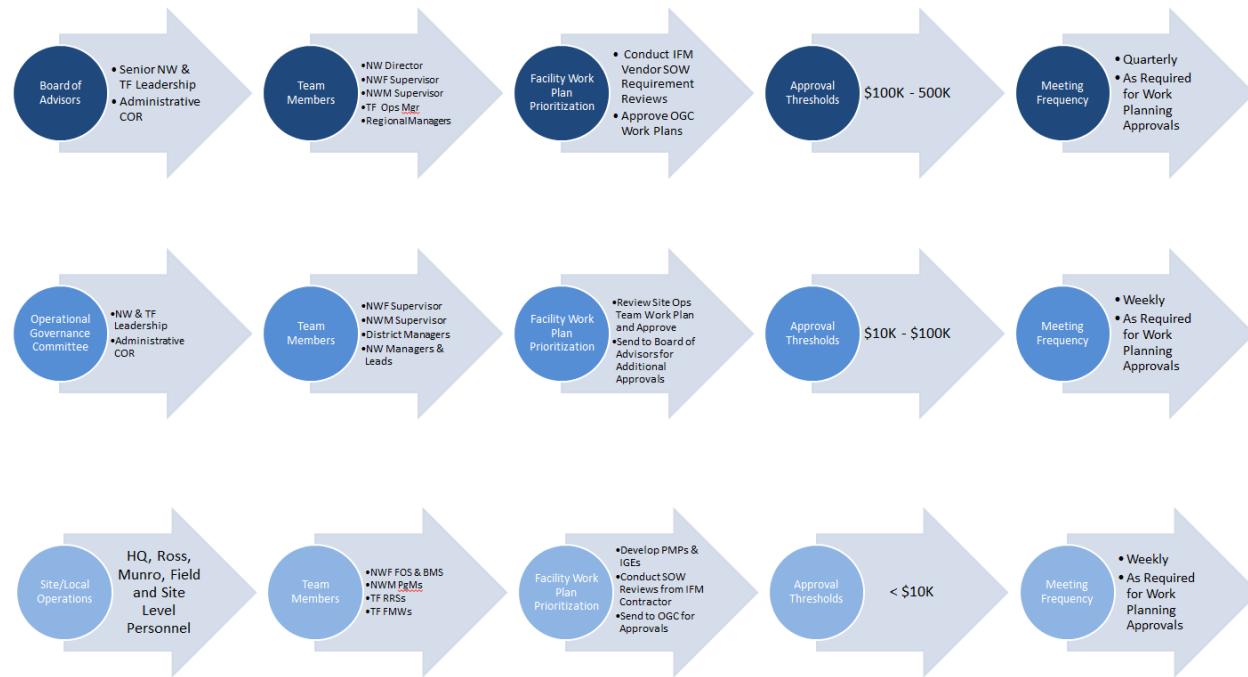
15.2 Engagement Model

AB services may be requested through the work order/service call workflow management tool or CMMS provided by Option 1 or 2 in PWS Section 1.9. The business process workflow and approval process will be mutually agreed upon during SME workshop meetings to determine the most efficient manner in which to provide required documents for project review and approval. The Contractor shall document and provide workflow diagrams in playbook format once business processes have been agreed by BPA and The Contractor. The figure below is an example of current work plan lifecycle.





15.3 Governance Structure



15.4 Project Mark Up Thresholds

Markup percentage as listed is the maximum amount The Contractor may multiply the actual cost by to calculate the invoice amount. The markup percentage shall include all other costs The Contractor incurs in performing The Contractor’s activity for AB services. Costs are net of discounts, and do not include any other direct or indirect costs The Contractor incurs. Costs are to be at or below market prices and subject to The Contractor adhering to the competitive bid process. In the event that The Contractor uses labor from the base labor resource pool the markup applied will be zero.

15.5 Priority Matrix

Service Level Standard	Priority Level	Description	Response Duration	Expected Time of Resolution	Example Include (but are not limited to)	Method of Execution		
Emergency	P1	An imminent threat to life, property, security, or the environment.	Immediate response required.	Stabilization or resolution within two (2) hours or degraded to Urgent or Routine status.	<ul style="list-style-type: none"> Fire alarms & supervisory Elevator entrapments Loss of refrigeration that impacts business ops. Building exteriors or spaces that can't be secured Fire alarm troubles Broken glass Minor pipe or roof leaks Clogged plumbing fixtures Short deadline 	<ul style="list-style-type: none"> Critical equipment alarms (HVAC & Electrical) Overflowing toilets Major pipe or roof leaks Noxious odors Sudden structural damage Tripped breakers, major lighting or outlet outage HVAC Alarms Fan noise Loose door handle 	<ul style="list-style-type: none"> Utility Outages Food Service issues that have an immediate impact on sanitation Centrally monitored critical alarms Snow/ice removal ADA compliance (inoperative door opener, obstructed route, etc.) 	Included in Consolidated Facility Management (CFM) base contract or may be considered above base or reimbursable work. Follow Office Service Request (OSR) approval process.
Urgent	P2	A potential threat to life, property, security or the environment.	24 hour response required, if not immediate.	Stabilization or resolution within 2-3 business days.	<ul style="list-style-type: none"> Cracked glass Minor plumbing leak/drip HVAC (typically hot/cold call) Custodial opportunity Insufficient egress lighting General grounds maintenance Communication wiring Graffiti removal Security issues (lighting, doors, etc.) Splits 	<ul style="list-style-type: none"> Regulatory Compliance Code compliance Door, window, and hardware malfunctions (locksmith issues) Painting Code compliance Door, window, and hardware malfunctions (locksmith issues) Special events set up 	Included in Consolidated Facility Management (CFM) base contract or may be considered above base or reimbursable work. Follow Office Service Request (OSR) approval process.	
Expedited	P3	Work that needs to be accomplished in an expedited time frame. Such work may be mission critical, high profile in nature or have a deadline date.	2-4 business day response.	Completed by a mutually agreeable deadline date.	<ul style="list-style-type: none"> Customer Trouble Calls Inoperable light or single outlet General room interior issues, walls/floors/ceilings Pest Management Facilities and client driven alterations or renovations of space Any request requiring design Any request requiring General Contractor support 	<ul style="list-style-type: none"> Regulatory Compliance Code compliance Door, window, and hardware malfunctions (locksmith issues) Painting Code compliance Door, window, and hardware malfunctions (locksmith issues) Special events set up 	Included in Consolidated Facility Management (CFM) base contract.	
Routine	P4	Normal maintenance or service requests that does not pose an immediate risk to facilities, systems, equipment or components.	3-6 business day response.	Planned and scheduled. Typically completed within 30 days.	<ul style="list-style-type: none"> Customer Trouble Calls Inoperable light or single outlet General room interior issues, walls/floors/ceilings Pest Management Facilities and client driven alterations or renovations of space Any request requiring design Any request requiring General Contractor support 	<ul style="list-style-type: none"> Regulatory Compliance Code compliance Door, window, and hardware malfunctions (locksmith issues) Painting Code compliance Door, window, and hardware malfunctions (locksmith issues) Special events set up 	Included in Consolidated Facility Management (CFM) base contract.	
Planned	P5	General request from business partners. All other designations plus non-routine, regular maintenance must be satisfied before this work takes place.	3-10 business day response to develop work plan and timeline awareness (OSR).	Planned and scheduled. Completed by a mutually agreeable date and time and when facilities resources (manpower and budget) are available.	<ul style="list-style-type: none"> Customer Trouble Calls Inoperable light or single outlet General room interior issues, walls/floors/ceilings Pest Management Facilities and client driven alterations or renovations of space Any request requiring design Any request requiring General Contractor support 	<ul style="list-style-type: none"> Regulatory Compliance Code compliance Door, window, and hardware malfunctions (locksmith issues) Painting Code compliance Door, window, and hardware malfunctions (locksmith issues) Special events set up 	Considered above base or reimbursable work via CFM contract. Follow Office Service Request (OSR) approval process.	



16 Multi- and Site Specific Safety Plans

16.1 Multi-Site Specific Safety Plan (M-SSSP)

The purpose of a Multi-Site Specific Safety Plan is to mitigate safety risks for routine Base and Above Base work included in the PWS. Routine work will be covered by the requirements provided by The Contractor in the contract specific Multi-Site Specific Safety Plan and design work outside of Multi-Site Specific Safety Plan will be covered by Site Specific Safety Plans (SSSP).

The Contractor must adhere to the BPA Safety Program Requirements and maintain a safe performance record throughout the life of the contract. Reference Clauses 15-12, Contractor Safety and Health, Clause 15-13, Contractor Safety and Health Requirements, and Clause 15-52, Safety Verification Subscription.

The following is a list of items that will be associated with routine work at BPA and The Contractor shall develop a General Safety Plan that is inclusive of all of these elements in coordination with BPA's Safety Office during the Transition Data Collection and Preparedness workshop in the Transition Plan.

1. Access Roads Building and Maintenance
2. Aerial Lift Equipment
3. Arc Flash
4. Asbestos
5. Battery Work
6. Confined Spaces
7. Cranes
8. Demolition
9. Fall Protection
10. General Construction
11. Herbicide Applications
12. Lead
13. Lock Out/Tag Out
14. PCBs (Polychlorinated Biphenyls)
15. Radon
16. Silica
17. Temporary Traffic Control Plans
18. Trenching and Excavation
19. Vegetation Management
20. Welding, Cutting and Brazing

16.2 Site Specific Safety Plan (SSSP)

Site Specific Safety Plans (SSSPs) are required for projects that fall outside of routine work and are not covered by the General Safety Plan (GSP). They are intended for The Contractor to adequately assess hazards of the project, considering BPA's unique work environment and to ensure a review has been conducted to identify job hazards and how these hazards will be controlled. The following are items associated, but not limited to a Site Specific Safety Plan (SSSP).

1. Name of Contractor and Key Personnel
2. Incident Reporting
3. Emergency Action Plan
4. Assurance of Adherence to Regulations and Standards
5. Personal Protective Equipment (PPE)
6. Worker Qualifications
7. Temperature Hazard Controls
8. Lock Out/Tag Out
9. Daily Job Briefings



- 10. Task Hazard Analysis
- 11. Safety Data Sheets (SDSs)

17 Transition Workshop Deliverable Summary

The Contractor shall provide a Transition Workshop Deliverable Summary workbook for BPA’s acceptance after contract execution. This will ensure all deliverables are identified and schedules provided for completion. Example provided in table below, but not all inclusive of Base Service deliverables.

Deliverable Title	Deliverable Task	Deliverable Task Description	PWS Section	Due	Complete
Base Services	Facilities Operations Call Center	Workflow Management			
		Computerized Maintenance Management System (CMMS)			
		Call Center Operations			
	Maintenance Program	Business Critical Systems and Equipment			
		Non-Business Critical Systems and Equipment			
	Janitorial Program	Janitorial Specific Site Requirements			
		Green Cleaning Requirements			
		Safety Data Sheets (SDS)			
		Interior Pest Management Plan			
		Conference Room and Other Set-ups			
	Ground Program	Landscaping Management Plan			
		Roadways and Parking Lot Maintenance			
		Snow Removal Plan			
		Exterior Pest Management Plan			
	Waste Management	Solid Waste Management Plan			
		Recycling Management Plan			
		Composting Management Plan			
		Confidential Document Destruction Management Plan			
		Bio-med Waste (sharps containers)			
	Materials and Purchasing				

PART 4 – DITTMER RESTROOM RENOVATION PROJECT

BONNEVILLE POWER ADMINISTRATION
ROSS COMPLEX RESTROOM RENOVATION PROJECTS

June 21, 2019

Part A – General

A1. Goal of this Project

The goal of this project is to remodel a restroom on BPA's Ross Complex in Vancouver, WA.

A2. Background

A restroom in Dittmer is in a state of disrepair and requires updating.

A3. Project Location:

BPA's Ross Complex – 5411 NE Highway 99, Vancouver, WA 98663.

Dittmer Building – Z695 – 1st Floor, Women's Restroom West (1WRRW)

A4. BPA Furnished Services and Materials

- 4.1 Coordination with building occupants
- 4.2 Specifications for materials to be used at all locations
- 4.3 Drawing of restroom

A5. Contractor Furnished Services and Materials

- 5.1 Contractor is required to provide resources and materials as required to perform work as specified in accordance with the specifications, drawings, field conditions, and other documents provided by BPA in support of this contract.
- 5.2 Contractor shall strictly abide by all Department of Energy and Bonneville Power Administration security measures and requirements.
- 5.3 Work Schedule and Occupancy: The contractor will coordinate all phases of construction work with BPA's Contracting Officer's Representative (COR). BPA will occupy the surrounding premises during the entire contract period. The contractor must cooperate with BPA to minimize conflict and to facilitate BPA's operations. Schedule the work to accommodate BPA occupancy.
- 5.4 Staging: The contractor shall coordinate all staging of construction work with BPA's COR.
- 5.5 Site Protection: Contractor shall protect all new materials during installation. Contractor shall repair or replace all contractor damaged items, and building structure to the satisfaction of the COR. The contractor shall also be responsible for keeping areas of access free from trash.
- 5.6 Contractor shall provide a Site Specific Safety Plan to be reviewed and accepted by the BPA Safety Office prior to commencing any work under this contract.
- 5.7 Contractor shall mark up (red line) BPA drawings showing all modifications at the completion of the remodel.

A6. Definitions

- 6.1 Contracting Officer (CO): An individual who has been delegated authority to obligate funds and establish contracts on behalf of the Bonneville Power Administration (BPA)
- 6.2 Contracting Officer's Representative (COR): An individual who has been delegated authority by the CO to perform technical contract administration activities on behalf of the CO. It is COR's responsibility to monitor the goods and services received and ensure that they conform to the technical requirements set forth in the contract.

Part B – Technical Approach/Tasks

B1. General Requirements

- 1.1 Safety: The Contractor shall have a safety plan and a safety program which includes regular safety meetings, or as referenced in the health and safety clause. Washington State Safety Requirements, and Occupational Safety and Health Act (OSHA) requirements, as applicable, apply to all work stated herein. Pay particular attention to the sections dealing with asbestos abatement and silica exposure.
- 1.2 Meetings, Coordination, and Scheduling: Before and during demolition and construction, Contractor meets with COR to schedule work sequence and coordinate demolition and installation work. Provide advance notice and make provisions in schedule to allow BPA staff time to move tools, equipment, and vehicles. Contractor notifies COR of any changes to schedule during construction.
- 1.3 Some restrooms will require reconfiguring of fixtures to comply with ABA requirements or better use of space. The plan for fixture count and lay out for each restroom will need to be coordinated between COR and Contractor ahead of time.
- 1.4 Storage of Materials: Contractor shall store all other materials and equipment in areas designated by BPA. After completion of job, all contractor supplied materials not incorporated into work shall be removed from the work site and disposed of properly. Recycle all materials when possible.
- 1.5 BPA intends to continue to occupy adjacent portions of the existing building during the entire construction period. Cooperate with BPA to minimize conflict and to facilitate BPA's operations. Schedule the work to accommodate BPA occupancy.

B2. Methods to be Used

- 2.1 The contractor shall coordinate with BPA personnel to determine the techniques, means, methods, and materials to control noise and dust while complying with all applicable codes.
- 2.2 Security: The contractor shall comply with all applicable security requirements and requests made by BPA personnel.
- 2.3 Contractor shall provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to BPA employees. Provide temporary partitions to separate work areas from occupied areas of the building, prevent penetration of dust and moisture into occupied areas, and protect Owner's employees, equipment and operations from construction activities.
- 2.4 Construction contractor has sole responsibility to schedule and coordinate removal of debris, equipment installation and repairs required for project unless specified otherwise.

B3. Specific Requirements

- 3.1 Provide temporary lighting for construction and safety as required to provide minimum lighting levels necessary for specific work.
- 3.2 Ventilate enclosed areas to facilitate curing of materials, disperse humidity, and prevent accumulations of dust, fumes, vapors or gases.
- 3.3 Provide temporary fan units as required to maintain clean air for construction.
- 3.4 Remove and dispose of all existing wall and floor tiles. Remove sinks, fixtures, grab bars, partitions, dispensers, coat racks, etc. Reuse toilets, urinals if they are relatively new and in good condition. Remove light fixtures.
- 3.5 Construct sink walls:

- 3.5.1 2"x6" wall, 38" high covered with 2 sheets 3/4" plywood for attaching sinks and 1/2" tile backer board.
 - 3.5.2 Cut and fit members to tight fit.
 - 3.5.3 Assemble components using screw connection method.
 - 3.5.4 Fabricate straight, level, and true, without warp or rack.
 - 3.5.5 Extend plumbing so that shut off valves for sinks are exposed after wall is tiled.
 - 3.5.6 Include a single 2 plug 120v receptacle in the pipe chase fed through a small 2" hole beneath each sink for powering faucet and soap dispenser.
- 3.6 Paint
- 3.6.1 Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, for complete painting of the items and adjacent surfaces. Cover all the wood works, aluminum work, and built in work to protect them during the painting operation.
 - 3.6.2 Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved. Prepare the surfaces to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to receive paint primers. For newly plastered walls, apply sufficient layers of primers necessary for receiving paint. For previously painted walls, remove the deteriorated and damaged paint layers as required. For wooden frames and trims, remove previous paint layers by sanding and scraping and prepare surfaces as required to receive new paint. For the corner beads, sand previous paint layers and prepare to reach aligned and true vertical corners.
 - 3.6.3 Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
 - 3.6.4 Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
 - 3.6.5 Stir material before application to produce a mixture of uniform density; stir as required during application.
 - 3.6.6 Use only thinners approved by the paint manufacturer, and only within recommended limits.
 - 3.6.7 Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied and to ensure full and adequate coverage.
 - 3.6.8 Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - 3.6.9 Provide finish coats that are compatible with primers used.
 - 3.6.10 Apply a minimum of two coats; do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce an even smooth surface in accordance with the manufacturer's directions.
 - 3.6.11 Apply additional coats when undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance.
 - 3.6.12 Texture of Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, or other surface imperfections.
 - 3.6.13 Paint at ceiling and above wall tile
Brand: Sherwin Williams - latex

Color: SW7016 Mindful Gray
Finish: Satin

3.6.14 Paint at Partitions

Brand: Sherwin Williams - enamel
Color: SW7017 Dorian Gray
Finish: Satin

3.7 Tile

3.7.1 Clean surfaces to remove loose and foreign matter that could impair adhesion.

3.7.2 Remove ridges and projections. Fill voids and depressions with patching compound compatible with setting materials.

3.7.3 Allowable substrate tolerances:

3.7.3.1 Thick set method: Maximum ¼ inch in 10 feet variation in substrate surface.

3.7.4 Methods:

3.7.4.1 Walls: ANSI A108.1B, thick set with mortar bed and latex-portland cement mortar.

3.7.4.2 Minimize pieces less than one half size. Locate cuts to be inconspicuous.

3.7.4.3 Lay tile to pattern shown on drawings.

3.7.4.4 Make joints watertight, without voids, cracks, excess mortar or excess grout.

3.7.4.5 Fit tile around projections and at perimeter. Smooth and clean cut edges.

3.7.4.6 Ensure that trim will completely cover cut edges.

3.7.4.7 Sound tiles after setting and before grouting. Replace hollow sounding units.

3.7.4.8 Allow tile to set for a minimum of 48 hours before grouting.

3.7.4.9 Grout tile joints in accordance with ANSI A108.10 without excess grout.

3.7.4.10 Prohibit traffic on tile floors for a minimum of 3 days after installation.

3.7.4.11 Provide control joints at changes in plane. (control joints per TCNA)

3.7.4.12 Use Schluter trim on top edge of wall tiles (A100AT – Satin Nickel) and outside corners (RO100ATGB).

3.7.5 Porcelain Wall Tile:

Manufacturer: Dal Tile
Product: Fabrique
Size: 12"x24"
Color: Crème Linen P686 (majority of women's)
Color: Gris Linen P690 (majority of men's)
Surface finish: Light polished
Thickness: 3/8"
Grout: TEC Power Grout
Grout Color: 933 Gray
Grout size: 1/8"
Schluter Trim: A100AT – Satin Nickel

3.7.6 Porcelain floor tile:

Manufacturer: Marazzi
Product: Modern Oasis

Size: 12" x 24"
Color: Gentle Rain MD08
Grout: TEC Power Grout
Grout Color: 933 Gray
Grout size: 1/8"

3.7.7 Cove base for porcelain floor tile:

Manufacturer: Marazzi
Product: Modern Oasis
Size: 6" x 12"
Color: Gentle Rain MD08
Grout: TEC Power Grout
Grout Color: 933 Gray
Grout size: 1/8"

3.7.8 Ledge behind sinks on top of ½ wall:

Manufacturer: DuPont
Product: Corian
Color: Glacier White
Size: Varies per wall, ½" thickness

3.7.9 Laminate floor tiles (if laying flooring over existing floor like terrazzo):

Manufacturer: Shaw
Product: Infusion
Style: SA399
Color: Graphite (00501)
Collection: Quarry
Size: 18" x 18"

3.7.10 Adhesive:

Water based, waterproof, recommended by flooring manufacturer
Maximum volatile organic compound (VOC) content: 50 grams per liter.

3.7.11 Leveling Compound: White, premixed, latex based

3.7.12 Preparation:

3.7.12.1 Clean substrate; remove loose and foreign matter that could impede adhesion or performance of flooring.

3.7.12.2 Fill cracks, voids, and depressions in substrate with leveling compound.

3.7.12.3 Grind off high spots and projections in substrate; leave smooth and level to 1/4 inch in 10 feet.

3.7.13 Installation:

3.7.13.1 Install flooring in accordance with manufacturer's instructions.

3.7.13.2 Lay out flooring to minimize seams, located as inconspicuously as possible.

3.7.13.3 Spread only enough adhesive to permit installation of materials before initial set.

3.7.13.4 Lay flooring with seams parallel to building lines.

- 3.7.13.5 Continuously heat weld seams using color matched welding rods.
- 3.7.13.6 Roll flooring with floor roller to eliminate entrapped air and ensure bond with adhesive.
- 3.7.13.7 Work toward edges of sheets. Hand roll seams on both sides, working toward seams.
- 3.7.13.8 Scribe flooring to walls, columns, cabinets, and other appurtenances to produce tight joints.
- 3.7.13.9 Ensure that base, trim, plates, or escutcheons will completely cover cut edges.
- 3.7.13.10 Extend flooring into recesses and under equipment.
- 3.7.13.11 Terminate flooring at centerline of door openings where adjacent floor finish is dissimilar.

3.8 Mirror:

- 3.8.1.1 ASTM C1036, Type 1, Class 1, Quality q1, ¼ inch thick. 36" tall, width will vary depending on wall width.
- 3.8.1.2 Mirrors shall have tamper-resistant mounting(s).
- 3.8.1.3 Base of mirror to be a maximum of 40" above finished floor height.

3.9 Lighting

3.9.1 Ceiling Lighting:

- Juno 4-in IC91LEDG4 LED, 900lm 3500K (new construction)
- Juno 4-in IC91RLEDG4 LED, IC, 900lm 3500K (remodel can)
- 14W-WH white baffle, white trim
- 13-WH white trim, pinhole with integral shield

3.9.2.1 Mirror Lighting:

- WAC Lighting dwe LED – WS-85636-AL
- Brushed Aluminum
- Mount on wall beside mirror, centered vertically on mirror, 2"-3" away from the mirror wall.

3.10 Dispensers/holders

- Brand: Kimberly-Clark Professional
- Model 31501 – MOD Touchless Hard Roll Recessed Dispenser Housing
- Stainless Steel
- Model 35370 - MOD Recessed Wall Unit with Trash Receptacle
- Stainless Steel
- Model Bobrick B-635 Klutch Mobile Device Holder
- Model Bobrick B-221 Surface Mounted Seat-Cover Dispenser
- Model Bobrick B-4354 Partition Mounted Sanitary Napkin Disposal
- Model Bobrick B-5806 1¼" Stainless Steel Grab Bars w/ Snap Flange
- Model Bobrick B-370634 25 TrimLine Semi Recessed Napkin/Tampon vendor

3.11 Reserved

3.12 Plumbing

3.12.1 Install plumbing fixtures and accessories as indicated, in accordance with manufacturer's written instructions, applicable codes and regulations, and in accordance with recognized industry practices to ensure that installation complies with requirements and serves intended function

3.12.2 Fasten plumbing fixtures securely to supports on building structure. Secure water supplies behind or within wall construction to provide rapid installation.

3.12.3 Provide a stop valve in an accessible location in the water connection to each fixture

3.12.4 Fixtures

Sink: Kohler Soho Wall-Mounted
Model #: K-2084-L and K-2084-R
Color: White

3.12.5 Soap dispenser

Sloan
ESD-400 BASYS
Plug in, with AC adapter
Polished Chrome

3.12.6 Faucet

Sloan
BASYS Mid Faucet 0.5gpm
Model EFX-200-500-0010-CP
Plug in, with AC adapter
Polished Chrome

3.12.7 Hands Free Flushometer

Toilet - Sloan ECOSRESS approx. 1.6 gpf, battery powered, sensor activated, exposed
Urinal - Sloan ECOSRESS approx. 0.5 gpf, battery powered, sensor activated, exposed

3.13 Partitions

3.13.1 Reuse existing partitions if in good condition.

3.13.2 If new partitions are required due to damage or reconfiguration, procure partitions that are similar in design and size to the existing. Utilize ceiling mounted where possible to prevent floor penetrations.

3.13.3 Paint per section 3.6.14.

3.14 Final Cleaning

3.14.1 Use cleaning materials that are non-hazardous

3.14.2 Clean interior glass surfaces exposed to view, remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.

3.14.3 Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

3.14.4 Remove waste, surplus materials, trash/rubbish, and construction debris from the site; dispose of in legal manner.

B.4 Time Schedule

4.1 Work to begin as soon as resources are available.

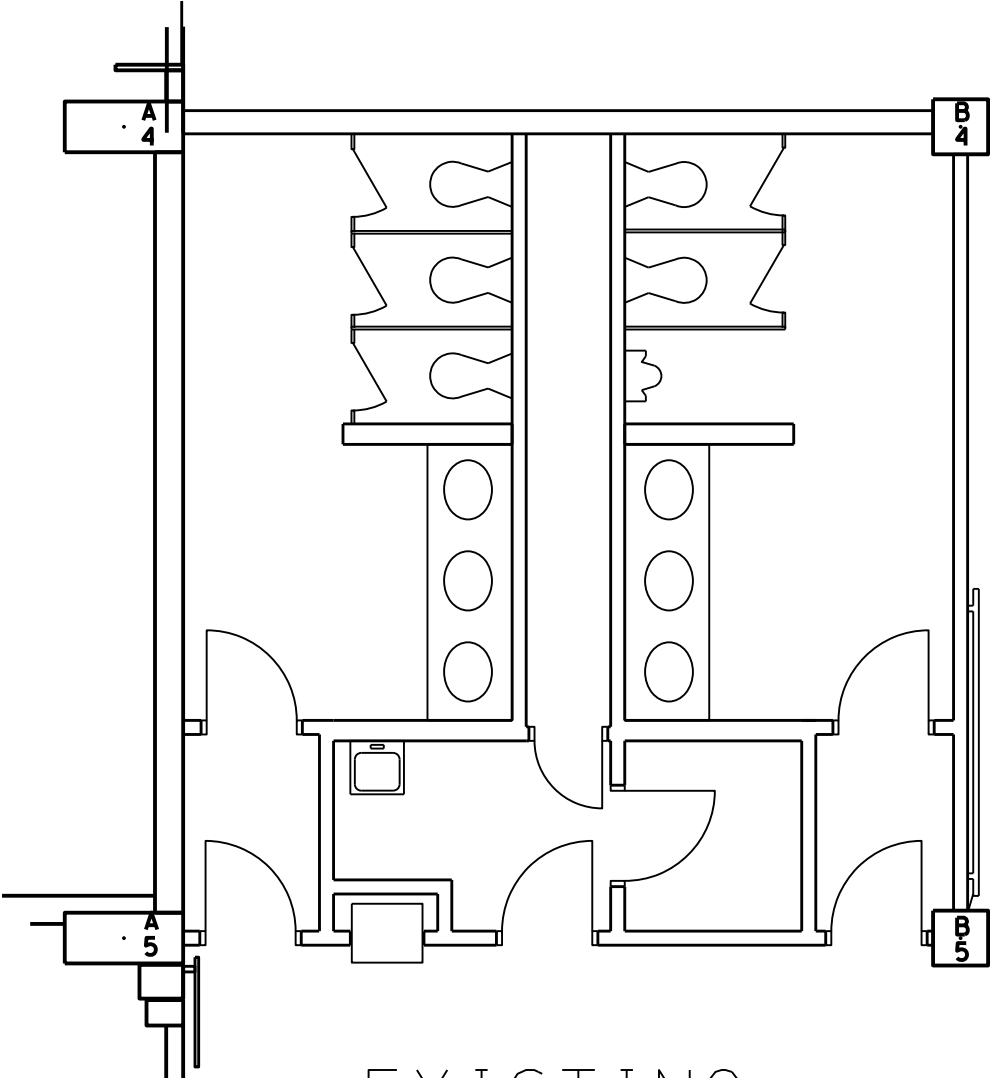
4.2 Verify exact schedule dates with COR prior to starting demo / construction.

Part C – Inspection and Acceptance (Quality Assurance)

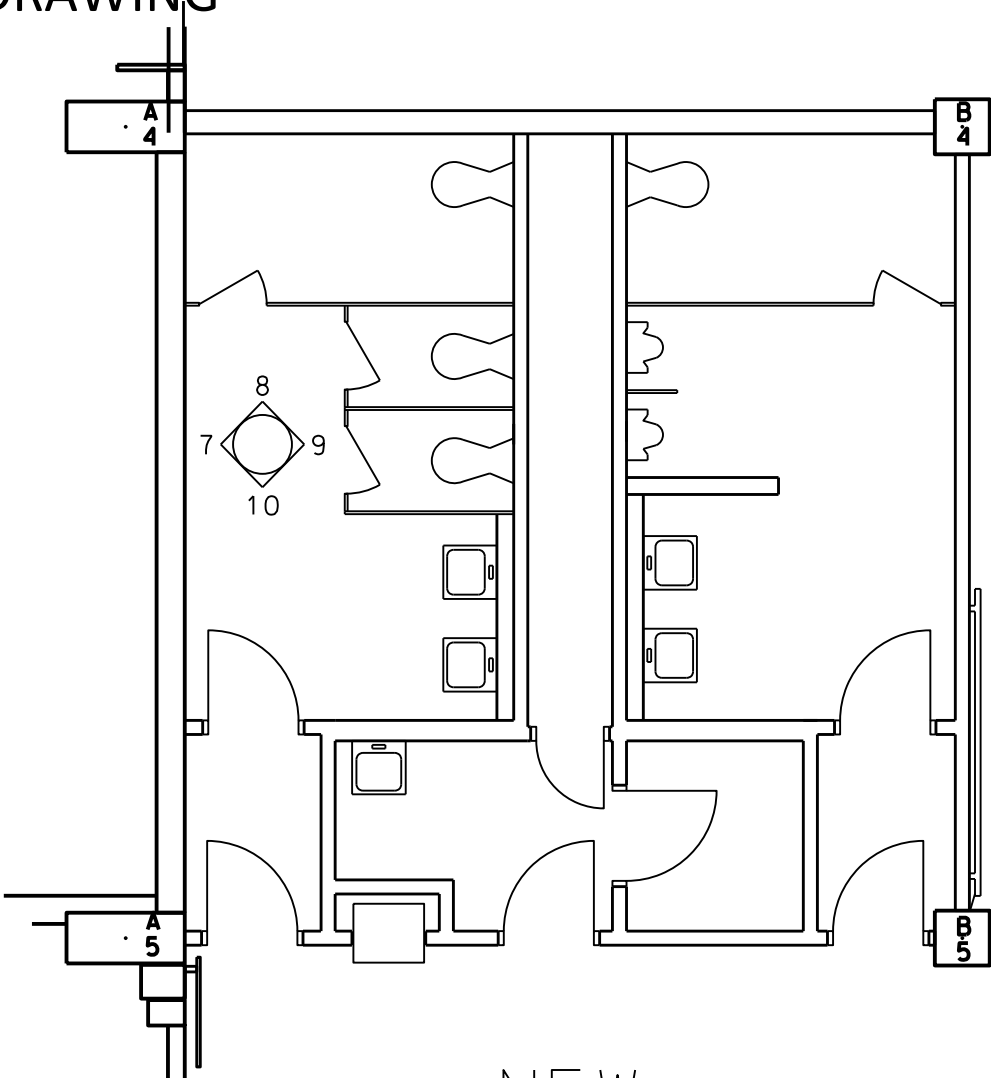
C.1 Washington State Safety Requirements, and Occupational Safety and Health Act (OSHA) requirements, as applicable, apply to all work stated herein. Use of electrical cords and extensions cords outside of the building must comply with BPA safety requirements. Ask the COR for power usage and approval of grounding. Strict compliance with BPA safety regulations shall be included during all phases of the contracted work. A safety meeting shall take place on site before any work begins. In the case that BPA safety requirements conflict with any other safety requirements, the more stringent shall apply.

C.2 Job will be considered accepted when all equipment has been installed, tested and is operational and the jobsite has been cleaned and all debris removed.

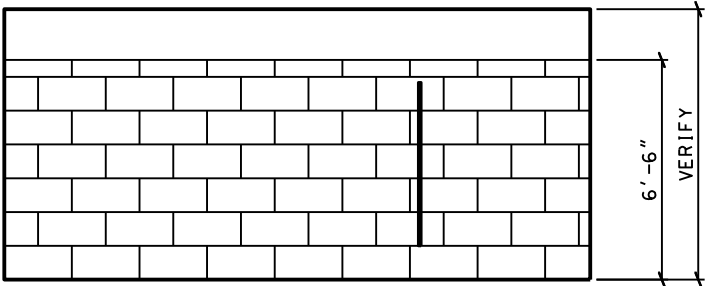
DITTMER RESTROOM DRAWING



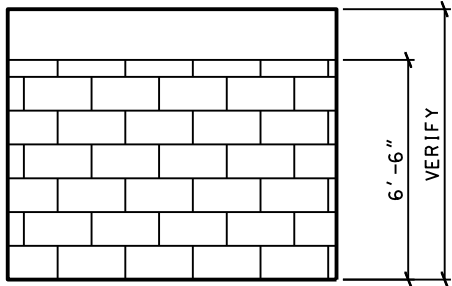
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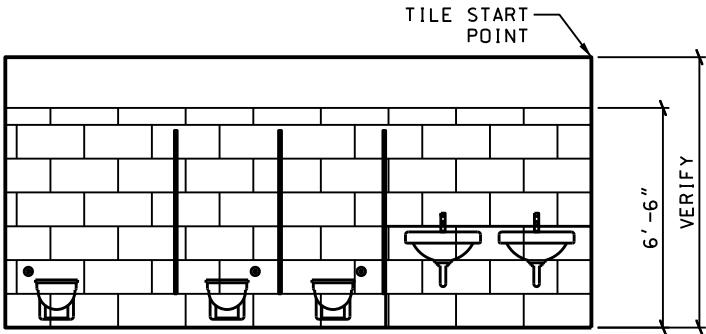
NEW



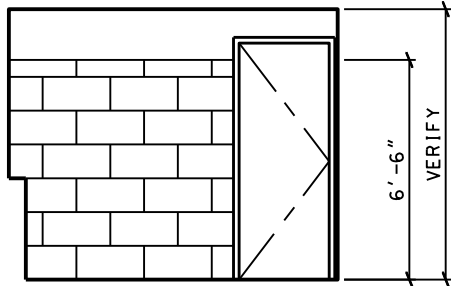
7 WOMEN'S RESTROOM



8 WOMEN'S RESTROOM



9 WOMEN'S RESTROOM



10 WOMEN'S RESTROOM

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... -		2. Amendment/Modification Number: BPA- 19 - A - 4600-01	
3. Effective Date: 20 August 2019	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Wesley J. Saway, 503-230-3985, wjsaway@bpa.gov	

A. AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to 1700hrs 6 Sep. 2019 is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

B. MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order number as described in item 12.)

<input type="checkbox"/>	7. This modification is issued pursuant to BPI Part 14, the changes set forth in item 12 are made in the Contract/Order Number in Item 1.
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.
<input type="checkbox"/>	9. Other (specify type of modification and authority):

10. Accounting and Appropriation Data (used for COOP event only):

C. IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this amendment is to answer offeror questions and provide physical addresses and maps to Bonneville facilities across its territory. This amendment includes the following attachments:

- | | |
|---|--|
| 1. Questions & Answers | 6. Part 1a Past Performance Reference Form |
| 2. Facility Addresses and Maps | 7. Bonneville Building Locations Excel Spreadsheet |
| 3. Men's and Women's Restroom Pictures | 8. BPA Staffing Excel Spreadsheet |
| 4. Part 1 Instructions to Offerors | |
| 5. Part 1a Request for Offers and Award | |

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Wesley J. Saway	
14b. Contractor/Offeror	14c. Date Signed:	15b. Signature of Contracting Officer	15c. Date Signed:
By: _____ (Signature of person authorized to sign)	(b) (6)	2019.08.20 11:08:00 -07'00'	08/20/2019
		(Signature of Contracting Officer)	

RFO 4600 Amendment 1
Bonneville IFM Questions & Answers

1. The information in the RFO provided an anticipated budget number, is this number for the complete base period (3 years) or is this budget for 1 year only?

GOVERNMENT ANSWER: The budget number provided is for Year 1 only. The corresponding table found in Part 1, Exhibit A, is corrected and supplied with this amendment 1.

2. Under the titled section, Type of Contract (7-1), it states that Bonneville contemplates award of a Firm-Fixed-Price (FFP) commercial service contract. Further, in the PWS, Section 3.2.1 Incentive Compensation, on page 12, it states that the Contractor shall be entitled to receive Incentive Compensation by achieving cost savings below the Baseline, which will be funded by actual cost savings or cost avoidance delivered and as approved by BPA. The incentive compensation/award fee pool is established by achieving a minimum annual savings of 1.5% off year-to-year operating costs. Considering that the CBAs provided by BPA as part of the RFO documentation reflect a 3% annual wage escalation, plus the uncertainty of increased cost associated with annual changes with materials, fuel costs, etc., how is the contractor's financial performance being measured to ensure that they are achieving the 1.5% annual savings?

GOVERNMENT ANSWER: The contractor's financial performance is only measured by the final negotiated prices for line items 0003 - 0005 (HQ, Ross, and Hangar) and subsequent option period's equivalent line items. The prices for these line items are compared to Bonneville's baseline budgets, and if the line item price is at least 1.5% less than the baseline budget, the contractor becomes eligible for consideration of an award fee. Please refer to PWS section 4, which says in part, "The minimum annual savings creation KPI must be met in order to be considered successful and access to the award fee pool."

The current operating budgets exceed 2018 International Facilities Management Association (IFMA) Utilities Council's median benchmarking costs for facilities maintenance, janitorial, and grounds management for similar public and federal utility administrations. BPA is confident the contractor can achieve these savings with the current operating budgets provided.

In summary, incentive compensation is available to the degree that the resulting contract line items 0003-0005 meet the savings creation goal of 1.5% annual savings creation target. Therefore, incentive compensation may not be available if this savings creation goal is not met.

3. Under the Type of Contract (7-1) it states that Bonneville contemplates award of a Firm-Fixed-Price (FFP) commercial service contract. Then, in the PWS, Section 3.1 key Performance Indicators on page 11, it states that the contractor has a Financial Savings Creation goal of 1.5% annual savings off year-to-year operating costs. Is the contractor expected to show the 1.5% minimum cost reduction as part of the pricing submittal contained in RFO Part 1a. Schedule of Prices?

GOVERNMENT ANSWER: Please see answer to question 2.

4. PWS Section 4.1 states that the contractor shall reflect the minimum 1.5% savings on the FFP line item in base years and subsequent option years. With a period of performance consisting of a 3 year base, plus 2, 1-year options, plus 5 additional 1-year unpriced options, that requires the

contractor to, at a minimum, achieve a 15% reduction in cost from the initial baseline operating costs over the course of this entire contract. It is our experience that while consolidating facility support services into the Integrated Facility Management concept will result in realized cost savings, does it seem reasonable that the contractor will be able to sustain consistent year-to-year savings targets as stated by the savings creation KPI?

GOVERNMENT ANSWER: Please see answer to question 2.

5. Under the titled section, Type of Contract (7-1), it states that Bonneville contemplates award of a Firm-Fixed-Price (FFP) commercial service contract. Based on a FFP contract being issued, the price is not subject to adjustments on the basis of the contractor's cost in performing the contract effort, since the contractor takes full responsibility for all costs and the resulting profit or loss. As a result, could the customer explain how the 1.5% cost savings creation KPI (PWS Section 3.1, page 11) would be used to establish the award fee pool for incentive compensation?

GOVERNMENT ANSWER: Please see answer to question 2.

6. Does BPA provide office/storage space for the contractor personnel, or is the contractor required to provide off-site accommodations for the IFM personnel?

GOVERNMENT ANSWER: Yes, Bonneville will provide office/storage space for contractor personnel, which will be revealed during the upcoming site tour scheduled 31 July 2019.

7. Can BPA provide a list of physical addresses for each building covered by the RFO?

GOVERNMENT ANSWER: Some locations do not have a physical address. Bonneville will provide physical addresses, where they exist, in a separate attachment to Amendment 1.

8. Section 1.6.4 states, "The contractor shall be responsible for all corrective, preventative, routine and emergency repairs and maintenance including parts and materials. The Contractor shall be responsible for labor, parts, and materials up to and including \$3,000 per work order." Can BPA confirm that the Limit of Liability related to Preventative Maintenance (PM) only applies to work orders related to repairs found during performance of PMs and does not apply to scheduled PM work orders?

GOVERNMENT ANSWER: BPA confirms that the limit of liability applies to repairs found during the performance of PMs AND for failed equipment not identified on the initial deficiency list.

9. PWS section 1.9.1 states that BPA is in the process of implementing an internal CMMS (Asset Works EAM). Can BPA provide additional information on the Asset Works EAM CMMS, including capabilities? Examples of information requested include: ability to receive/transfer equipment list/work order data, scheduling & tracking of maintenance activities, report generation capabilities, etc.

GOVERNMENT ANSWER: BPA is in the system setup and data collection phase for the AssetWork EAM system implementation and does not possess the ability to define, with confidence, the system performance capabilities. BPA recommends the review of high level capabilities from AssetWorks EAM (<https://www.assetworks.com/eam/>). It is suggested that your company may provide substantial information in the RFO on why your company can provide a more robust in-house system with details to include: lifecycle of a work order,

equipment data collection, PMs & Repairs, and all capabilities that would enhance BPA's asset management portfolio while streamlining your company's efficiencies by using your in-house system.

10. Table 1.2 (Corrective Maintenance [CM] and Service Request [SR] Totals for FY18) indicates that the CM/SR information for the Field Sites is “unknown”. Having an understanding of CM/SR activities is needed to effectively bid an FFP type contract. Can BPA confirm that there were CM/SR work orders in FY18 at the Field Sites and provide service call work order information for the Field Sites?

GOVERNMENT ANSWER: BPA can confirm that the CM/SR volume for the field would be commensurate with the Ross Complex values of 2235.

11. Table 1.2 (Corrective Maintenance [CM] and Service Request [SR] Totals for FY18) highlights the CM/SR information for the Ross, Van Mall, Munro, and HQ locations, and indicates that the information at the Field Sites is “unknown”. Can BPA provide information as to how many of the CM/SR Work Orders identified for FY18 exceeded the Repair Limit of Liability discussed in PWS section 1.6.4

GOVERNMENT ANSWER: (1) repair exceeded the limit of liability for repairs. The repair limit of liability model is only used at Headquarters, so the remainder of sites do not have data.

12. Paragraph (2) Technical/Management (Non-Price/Cost) Proposal does not state a page limitation. Can BPA confirm that the Non-Price Volume has no page limit?

GOVERNMENT ANSWER: The non-price volume does not have a page limit.

13. Reference Request for Offer (RFO) documents “RFO 4600 IFM.pdf” and “RFO 4600 Part 1a Attachments.pdf”. The first page of RFO 4600 IFM states that offers are due on 30 August 2019 at 1700 hours PDT. The first page of RFO 4600 Part 1a gives the same due date, but a time of 9:00 AM PDT. Please confirm that offers are due by 1700 hours PDT on 30 August 2019.

GOVERNMENT ANSWER: Please see revised "RFO 4600 Part 1a" with the correct due date time of 1700 hrs.

14. Please provide a consolidated list of all facilities included in this contract.

GOVERNMENT ANSWER: Please refer to the attached excel spreadsheet "BPA Locations 08122019" for BPA facilities included in this contract.

15. Which buildings or districts have full-time maintenance technicians in them? Please provide a list of staffing by building for each district.

GOVERNMENT ANSWER: Please refer to the attached excel spreadsheet "BPA Staffing" for dedicated maintenance technicians and their area of responsibility included in this contract.

16. Which satellite buildings do not have dedicated maintenance technicians in them? Please provide a list of these locations with physical addresses.

GOVERNMENT ANSWER: Please refer to the attached excel spreadsheet "BPA Staffing" for dedicated maintenance technicians and their area of responsibility included in this contract.

17. Per PWS Section 1.9.1, BPA is in the process of implementing their internal CMMS solution (Asset Works EAM). When does BPA anticipate Asset Works EAM being ready for use?

GOVERNMENT ANSWER: BPA anticipates AssetWorks EAM to "Go-Live" mid-december, but March of 2020 would be more realistic.

18. With regard to the Ross Complex Restroom project (reference PWS Part 4):

- a. Will BPA provide offeror subcontractors with access to the Ross Complex Restroom for bidding purposes?
- b. Please provide pictures of the women's & men's restrooms.

GOVERNMENT ANSWER: BPA will provide escorts for subcontractors for bidding purposes. Please ensure that 48 hours are provided to BPA for Visitor Access Request processing. Pictures of the women's restroom (proposed project) and the final men's restroom are attached.

19. During the walk-through, we noticed that some of the maintenance personnel were employees of BPA while others were employees of the incumbent contractor.

- a. Does BPA intend to keep some of the maintenance staff in-house or will all of the IFM services be contracted to the successful offeror?
- b. If some personnel will remain in-house with BPA, which services will they be responsible for?
- c. If all maintenance personnel are to be contractor employees under the new contract, please provide the seniority date of those maintenance personnel that are currently BPA employees.

GOVERNMENT ANSWER: Please refer to the attached excel spreadsheet "BPA Staffing."

20. Please provide the quantity of full-time incumbent employees currently working on this contract.

GOVERNMENT ANSWER: Please refer to the attached excel spreadsheet "BPA Staffing."

21. Is there a collective bargaining agreement in place? If so, please provide.

GOVERNMENT ANSWER: Yes - CBAs for Janitorial staff are provided in Part 3 - Contract Clauses, Exhibit A, Pg. 85 of RFO 4600.

22. During the walk-through, we observed that the data center in the Vancouver location had restricted access. Will employees that work outside of the Vancouver complex be given access to the Vancouver data center?

GOVERNMENT ANSWER: Employees that need access to the Dittmer basement will be provided access after internal training has been completed and access granted by the control center. BPA does not anticipate any restrictions for personnel conducting work in the Dittmer Control Center.

23. PWS Section 1.6.1 lists Landscaping as part of the IFM Base Services. Will the offeror be required to perform landscaping services in the high voltage areas?

GOVERNMENT ANSWER: Only Above Base services for herbicide applications or pest management will be conducted inside the energized yard for Grounds Management. Access will be granted for this service or an escort will be provided by BPA.

24. Both of the Equipment Master Files (for Field and Non-Field Sites) appear to be filtered.
- Is it BPA's intent for offerors to provide a price and solution for the filtered equipment items only; or
 - Are we to un-filter both spreadsheets and provide a price and solution for all of the equipment items listed?

GOVERNMENT ANSWER: It is BPA's intent to have the offeror un-filter all spreadsheets and provide pricing and solutions for all the equipment listed.

25. Site Specific - Service Profiles - Current Service Levels.xlsx (MS Excel spreadsheet)

This file lists 1062 BPA field locations (Column D "Asset-Asset Name"). Except for some locations which can be associated with a locality (city, town, village, landmark, etc.), most cannot be placed geographically. This knowledge is critical to developing an effective operations and maintenance plan since substantial travel will be necessary to service some sites. The list of wage determinations in Part 3 does not provide sufficient detail to locate field locations.

Question: Will the BPA provide locality information to include nearby city, town, village, landmark, etc.) and state in the reference Excel file?

GOVERNMENT ANSWER: Please refer to the attached excel spreadsheet "BPA Staffing" and "BPA Locations" for this information.

26. Site Specific - Service Profiles - Current Service Levels.xlsx (MS Excel spreadsheet)

Site Specific -Service Profiles - Standardized Service Levels.xlsx (MS Excel spreadsheet)

The current service levels worksheet lists 1062 BPA field locations. Of these, 168 have a grounds service requirement and 104 require janitorial services. The standardized levels worksheet duplicates these numbers.

Question: Could the BPA please identify what is the cleanable square footage (CSF) for sites requiring janitorial services?

GOVERNMENT ANSWER: Please refer to the "Area" in Column E of the Site Specific - Service Profile workbooks to determine CSF in conjunction with the facilities description codes and service level standards provided in the PWS.

27. RFO 4600, Part 1, Exhibit A, paragraph 3, Baseline Operating Costs, pg. 13 (15 of 248)

Paragraph 3 provides baseline-operating costs for the BPA HQ, Ross Complex, hanger, and three field regions.

Question: Are the baseline operating costs identified in paragraph 3 considered target not-to-exceed costs for the resulting contract?

GOVERNMENT ANSWER: The Baseline Operating Budgets are provided for reference purposes for qualification of an award fee, as described in PWS Section 4 "Pricing Model and Incentive Structure."

28. RFO 4600, Part 1, Instructions to Offerors & Evaluation Process, Exhibit A, Procurement Information, paragraph 2, pg. 12.

BPA has provided a list of service contractors for Current BPA Service Contracts for Headquarters, Van Mall and the Ross Complex.

Question: Will BPA provide a service contractor list, including contact information, for all sites in Oregon, Washington, Idaho and Montana?

GOVERNMENT ANSWER: The purpose of providing a list of service contractors for Headquarters, Van Mall, and the Ross Complex was to provide a representative sample of facilities asset categories provided by subcontractors and to indicate those services with proprietary certifications and subscriptions. The list of contracts, with associated contact information, will be provided to the winning offeror at the time of award.

29. RFO, Instruction to Offerors, paragraph (b)(1)(iv)(A), pg 3;

Part1a. Schedule of Prices.xlsx (WS Excel file)

The instructions indicate CLINs 0001-0006 begin immediately on contract award and CLINs 0007-0017 are optional CLINs. CLIN 0006 is transition for the North Region. CLIN 0006 appears to relate to CLINs 0007-0009, which are required services for the North Region.

Question: Could BPA please clarify whether CLIN 0006 is an optional CLIN, since the North Region (CLINs 0007-0009) is included in optional CLINs?

GOVERNMENT ANSWER: Provision 11-2, paragraph (b) (iv) (A), under heading Scenario Optional Field As-Is (Orange), is corrected to state: "IFM Services for CLINs 0001 - 0005 begin immediately upon contract award. CLINs 0006 - 0017 are Optional CLINs..."

30. RFO 4600 IFM, Part 3 (PWS), paragraph 1.6.4 Limit of Liability for Repairs, Pg.3 (204 of 248)

The PWS states, "The contractor shall be responsible for labor, parts, and materials up to and including \$3,000 per work order. When parts and materials are expected to exceed \$3,000, and the equipment is not on the initial deficiency list, The Contractor shall submit a bid sheet to the COR for approval to include competitive bid documentation to determine fair and reasonable pricing."

Question: Is labor a reimbursable expense above \$3000?

GOVERNMENT ANSWER: Yes - labor is a reimbursable expense if the repair exceeds \$3000.00.

31. RFO 4600 IFM, Part 3 (PWS), paragraph 1.13 Government-Furnished Property and Services, pg. 6 (207 of 248)

Question: Would BPA provide a list of Government Furnished Equipment to facilitate planning in accordance with 1.6 Base Services (B) Integrated Facilities Management, to include vehicles and equipment at all BPA sites under this contract?

GOVERNMENT ANSWER: Government furnished equipment will include the following:

1. IT equipment for key personnel on a case by case basis that will enable The Contractor to utilize BPA's intranet and printing capabilities.
2. Shop, office space and furniture to perform services per the IFM contract.

32. Part1a. Schedule of Prices.xlsx (MS Excel file)

Table I of the pricing schedule has only pricing for the Base and first two Option Periods.

Question: Will BPA allow the rates after the Base Period to be recalculated and included in the contract for future Option Periods?

GOVERNMENT ANSWER: Bonneville is asking offerors to fill out the schedule of prices for the base period (2020 - 2023), option period 1 (2023 - 2024), and option period 2 (2024 - 2025). Option periods three through seven are un-priced and will be negotiated with the winning offeror during the option periods.

33. Part 1.a Past Performance Reference Form

The Past Performance Reference Form instructions to the contracting officer state that he/she should "complete sections B through F of the form". Section A Outcomes vs Goals states, "Were there measurable performance goals or outcomes associated with this contract? If yes, please describe: Please check yes or no and, if yes, complete the description required." It appears that part of section A can be interpreted as an evaluation.

Please clarify whether the contracting officer should complete section A, including his/her description and comments.

GOVERNMENT ANSWER: The Past Performance Reference Form is for the offeror to send to a past performance reference to fill out Sections A - E (the form contained an error referring to paragraphs B - F) and return it to the Bonneville Contracting Officer. The Offeror signs the middle of the first page, authorizing the reference to fill out and return the form to Bonneville.

34. RFO Part 3, PWS, paragraph 1.6.1.6 Waste Management, pg. 2 (203 of 248)

Site Specific – Service Profiles – Standardized Service Levels.xlsx (MS Excel file)

Site Specific – Service Profiles – Current Service Levels.xlsx (MS Excel file)

We noted an inconsistency in waste management service level locations between the standardized and current service levels spreadsheets.

Question: Will BPA provide updated Current/Standard Site-Specific Service Level Spreadsheets.

GOVERNMENT ANSWER: BPA was unable to determine any inconsistencies with the Site Specific - Service Profile Workbooks. It was noted that the Standardized list was not filtered in ascending order in the Site - Site Name (Column D) the same as the Current list which may have indicated incorrect requirements.

35. RFO Part 3, PWS, paragraph 1.6.1 6 Waste Management, pg. 2 (203 of 248)

During the IFM site Visit, the visit attendees were shown the Hazardous Materials Room in the Headquarters building.

Question: Will the contractor be required to maintain the Hazardous Materials Room and will BPA provide the training required to perform this service?

GOVERNMENT ANSWER: Yes - The offeror will be required to maintain the HAZMAT room and BPA will provide all the training required to manage the requirement.

36. RFO Part 3 PWS, paragraph 1.6.7 Critical Environment Management, pg. 3 (205 of 248)

BPA states, "The critical environment team shall provide hub and spoke support from the Dittmer Control Center to the remaining critical environments located in Portland Headquarters, Celilo, and Munro." The Celilo and Munro locations are a distance from the Dittmer Control Center. There will be some obvious travel to these locations, to include possible driving, flying, hotel, and per diem costs.

Question: Will BPA reimburse all necessary costs for the Critical Environment Team, including travel, to service Celilo and Munro facilities?

GOVERNMENT ANSWER: Yes - BPA will reimburse all necessary costs for the Critical Environment Team, including travel, to service Celilo and Munro Facilities.

37. RFO Part 3 PWS, paragraph 1.13 Government-Furnished Property and Services, pg. 6 (207 of 248)

Paragraph 1.6 states, "The Contractor will provide Base Services per performance-based specifications shall be responsible to provide qualified management, supervision, certified and licensed labor where applicable, materials, equipment, travel, and supplies and is responsible for the efficient, effective, economical, and satisfactory operation of services described in Section 1.6.1."

Question: Will BPA provide similar space, equipment and materials to support service personnel the offeror elects to staff in district areas for the "All-In As-Is" sites should they be executed?

GOVERNMENT ANSWER: Yes - BPA will provide similar space and furniture to support service personnel.

38. RFO Part 3 PWS, paragraph 10 Janitorial Level Standards and Specifications, pg. 26 (227 of 248)

The Janitorial specs name "cafeteria" as "Wet Area" Cleaning.

Question: Where Cafeteria's exist, is the IFM Contractor responsible for full service cleaning in all areas within the space? If so, are there any cleaning frequency expectations?

GOVERNMENT ANSWER: The service level standards are performance based, so cleaning frequencies are not provided. Any periodic cleaning requirements not outlined in the service levels standards, will be considered above base and reimbursable.

39. RFO Part 3 PWS, paragraph 10 Janitorial Level Standards and Specifications

Within the specs, there is mention of "walk-off mats".

Question: Is BPA providing these mats or is the IFM Contractor responsible for providing cleaning and or mat replacement services?

GOVERNMENT ANSWER: The Contractor is responsible for providing cleaning and mat replacement services.

40. RFO Part 3 PWS, paragraph 10 Janitorial Level Standards and Specifications, pg. 26 (227 of 248)

Janitorial – Space & Periodic Cleaning Specifications: Data Center Cleaning.

Question: What is BPA's expectation and level of effort required for Data Center Cleaning, and at which facilities?

GOVERNMENT ANSWER: BPA currently requires an annual deep cleaning of the data centers as an above base service. BPA intends on maintaining this standard.

41. RFO Part 2, Contract Clauses, Unit 4 – Labor Clauses, Wage Determination Exhibits A&B

BPA has identified (3) three CBA's, (1) as Exhibit A and (2) as Exhibit B; however, Exhibit B appears to only contained one CBA.

Question: Could BPA confirm the CBAs? Is there another CBA associated with this RFO not provided as indicated in Exhibit B?

GOVERNMENT ANSWER: Three CBAs are covered in two exhibits. Exhibit A covers CBA 2016-0000 (Clark County WA). This CBA is in effect for covered janitorial employees at the Ross Complex. Exhibit B covers CBA 2015-8244 (Multnomah County, OR) and 2015-8245 (Clark County, WA). This CBA is in effect for covered employees, primarily janitorial, under the Consolidated Facilities Maintenance contract which services BPA HQ and Ross Complex.

42. RFO Part 3a, Documents, Site Specific Profiles, pg. 1 (1 of 248), MS Excel files:

Site Specific - Service Profiles – Standardized Service Levels

BPA Equipment Master File - Field Sites

Site Specific - Service Profiles – Standardized Service Levels

In reviewing the attached Excel files, we noted several discrepancies in locations and service levels.

Question: Will BPA provide updated spreadsheets?

GOVERNMENT ANSWER: Please provide more clarification on the discrepancies.

43. Please confirm that this is a best value evaluation vs. an LPTA tradeoff evaluation.

GOVERNMENT ANSWER: This is a best value evaluation. Please refer to provision 11-4 "Award Decision - Trade Off" for a full discussion of the source selection used for this RFO.

44. Please confirm which components of the contract will be FFP vs. which will be cost reimbursable. Some of the language in the RFP implies that this will be a target cost contract, with shared savings for cost savings.

GOVERNMENT ANSWER: The Schedule of Prices indicates the pricing method for each line item. This is not a cost reimbursement contract with shared savings. It is a hybrid contract with FFP and T&M line items. The incentive model provides a share of savings to the extent the contract price is under BPA's baseline operating budgets.

45. Please clarify if there is a requirement to submit a bond along with our proposal.

GOVERNMENT ANSWER: BPI Clause 16-1 Performance and Payment Bonds requires performance and payment bonds for construction contracts over \$150,000. Only above-base construction work over \$150,000 will require a performance and payment bond. Above-base work will be issued through separate task orders, and as such, the task order will identify the need for a performance and payment bond.

46. Can BPA provide the associated pricing for the service contracts listed in the table on page 12 of the RFP? It appears that many of these contracts will be assigned to the service provider and actual costs must be factored into our pricing model.

GOVERNMENT ANSWER: BPA's existing contracts will not be "assigned" to the prime contractor. The prime contractor is expected to either directly staff or subcontract the services as existing contracts expire. Offerors are expected to estimate costs based on their own delivery model, location, market indicators, service delivery standards, and any other relevant considerations.

47. Reference: RFO 4600 IFM, Instructions; B.1.iv(A) Master Tab Sheet & Site Specific Service Profiles

a) It appears that the difference between "All-In As Is" (Green) and "All-In Standard" (Blue) is the definition of "As Is" versus "Standard" for services per the Site Specific Service Profiles. If under the Site Specific Service Profile – Current is blank for a service (Such as janitorial) do we utilize the Standard Level for pricing the "All-in As Is" pricing columns?

b) Please confirm this is the only difference Green and Blue columns?

c) Columns Optional Field As-Is (Orange) and Optional Field-Standard (Purple) appear to follow the same logic as the first two pricing columns but with the caveat that CLINS 007-0017 may not be exercised. Please confirm the pricing requirements for these columns.

GOVERNMENT ANSWER: "All-In As Is" (Green) in the schedule of prices is defined as all CLINs are onboard from contract award with "As-Is" service levels at each respective site per the Site Specific - Service Profile workbook. "All-In Standard" (Blue) in the schedule of prices is defined as all CLINs are onboard from contract award with standardized services levels for all facilities across the portfolio per the Site Specific - Service Profile workbook. If data cell is blank in the Site Specific - Service Profile workbook, there is currently no service provided at that site. This would only be priced if there is a Service Level Standard ID in the cell and would be priced under the As-Is column, not the standardized service column across the board. Optional CLINs follow the same logic, but have line item options for field sites.

48. Reference: Collective Bargaining Agreements (CBAs)

Question: There are two CBAs attached to the RFO 4600 IFM. Both are with the same union but both have different terms. Please advise as to what buildings each CBA covers within the profile.

GOVERNMENT ANSWER: Three CBAs are covered in two exhibits. Exhibit A covers CBA 2016-0000 (Clark County WA). This CBA is in effect for covered janitorial employees at the Ross Complex. Exhibit B covers CBA 2015-8244 (Multnomah County, OR) and 2015-8245 (Clark County, WA). This CBA is in effect for covered employees, primarily janitorial, under the Consolidated Facilities Maintenance contract which services BPA HQ and Ross Complex. For a complete list of individuals performing under a CBA, please consult the attachment "BPA Staffing."

Bonneville Facilities Physical Addresses and Maps

Portland Headquarters

905 NE 11th Ave, Portland, OR 97232

Ross Complex – Map

Address for Personnel Visiting: 5411 NE Hwy 99, Vancouver, WA 98663-1302

All Trucks and Vendor Deliveries: 3101 NE Minnehaha St, Vancouver, WA 98663

Ross MHQA, 1211 NE Minnehaha St, Vancouver, WA 98665

Region Offices – Map

North Region

914 Avenue D, Snohomish, WA 98290

East Region

2211 North Commercial Ave, Pasco WA 99391

South Region

5411 NE Hwy 99, Vancouver, WA 98666

District Offices

Covington District – Map

- 4,103 square miles
- Transmission Line Maintenance Districts: Olympia, Chehalis
- Number of substations: 9
- Other substations: 12
- Address: 28401 Convington Way SE, Kent, WA 98042

Eugene District – Map

- 20,880 square miles
- Transmission Line Maintenance Districts: Alvey, Chemawa, North Bend
- Number of BPA substations: 35
- Other substations: 26
- Address: 86000 Hwy 99 South, Eugene, OR 97405

Idaho Falls District – Map

- 78,991 square miles
- Transmission Line Maintenance Districts: Idaho Falls
- Number of BPA substations: 17

- Other substations: 20
- Address: 1350 Lindsay Blvd., Idaho Falls, ID 83402

Kalispell District – Map

- 42,700 square miles
- Transmission Line Maintenance Districts: Bell, Kalispell
- Number of BPA substations: 18
- Other substations: 26
- Address: 2520 US Hwy 2 East, Kalispell, MT 59904

Longview District – Map

- 6,585 square miles
- Transmission Line Maintenance District: The Dalles
- Number of BPA substations: 22
- Other substations: 25

Olympia District – Map

- 14,548 square miles
- Transmission Line Maintenance Districts: Alvey, Chehalis, Chemawa, Covington, Olympia, Ross
- Number of BPA substations: 20
- Other substations: 18
- Address: 5240 Trosper Road SW, Olympia, WA 98512

Redmond District – Map

- 50,432 square miles
- Transmission Line Maintenance Districts: Redmond
- Number of BPA substations: 14
- Other substations: 7
- Address: 3655 West Hwy 126, Redmond, OR 97756

Salem District – Map

- 6,504 square miles
- Transmission Line Maintenance Districts: Redmond
- Number of BPA substations: 17
- Other substations: 16

Snohomish District – Map

- 7,746 square miles
- Districts: Covington, Snohomish
- Number of BPA substations: 9
- Other substations: 6
- Address: 914 Avenue D, Snohomish, WA 98290

Spokane/Bell District – Map

- 36,047 square miles
- Transmission Line Maintenance Districts: Bell, Grand Coulee, Pasco
- Number of BPA substations: 30
- Other substations: 57
- Address: 2410 E. Hawthorne Rd., Mead, WA 99021

The Dalles District – Map

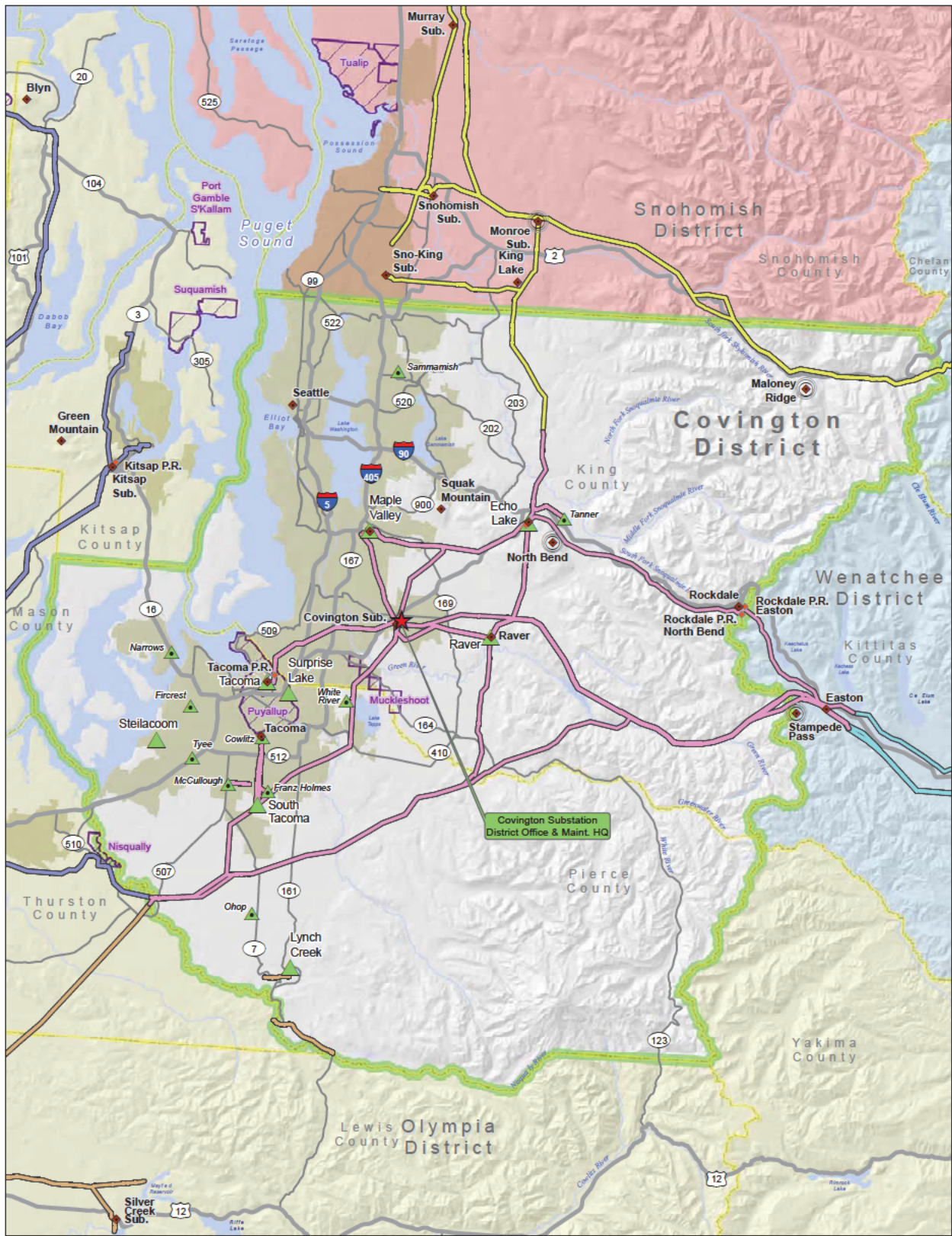
- 7,895 square miles
- Transmission Line Maintenance Districts: Redmond, The Dalles
- Number of BPA substations: 19
- Other substations: 19

Tri-Cities District – Map

- 26.745 square miles
- Transmission Line Maintenance Districts: Ellensburg, Pasco, The Dalles
- Number of BPA substations: 35
- Other substations: 48
- Address: 2211 N Commercial Ave, Pasco, WA 99301

Wenatchee District – Map

- 15,234 square miles
- Transmission Line Maintenance Districts: Ellensburg, Pasco, Grand Coulee, Snohomish, Covington, Chehalis, Chemawa, Ross
- Number of BPA substations: 12
- Other substations: 48



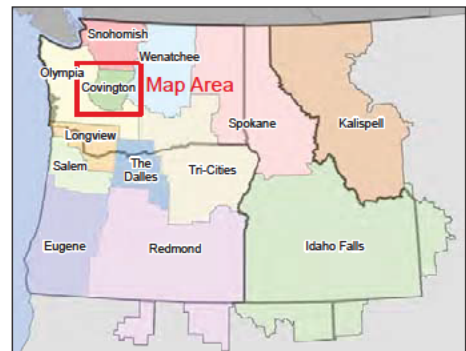
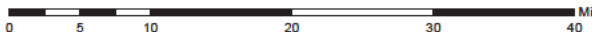
**BPA Operations and Maintenance Districts
Covington**

Covington District Substations

- ★ District Office
 - ▲ BPA Substation
 - ▲ Non-BPA Substation
- Communication Sites**
- ◆ Passive Repeater/Reflector Site
 - ◆ Microwave Site
 - VHF Site

TLM Districts

- ▨ Covington
- ▨ Chehalis
- ▨ Olympia
- ▨ Snohomish
- ▨ Ellensburg
- ▨ Indian Reservations
- ▨ County Boundary





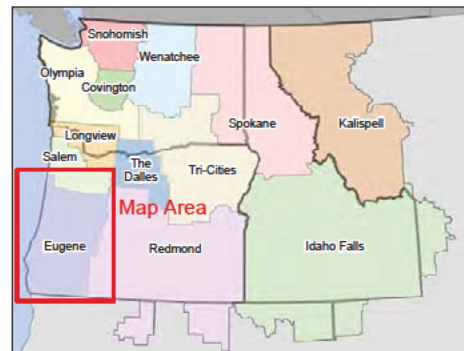
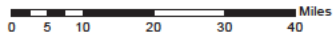
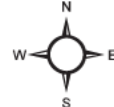
BPA Operations and Maintenance Districts

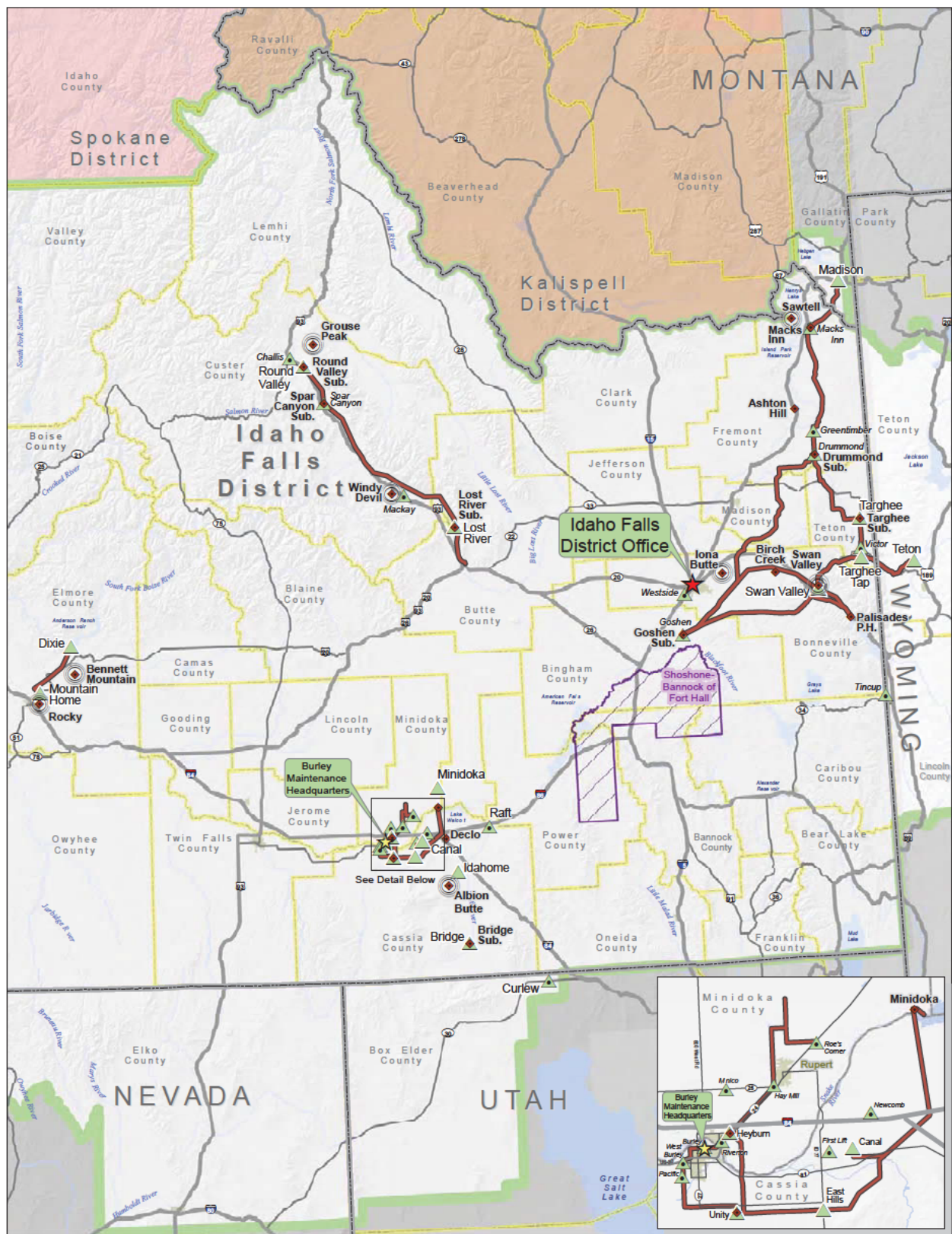
Eugene District Substations

- ★ District Office
- ★ Maintenance HQ
- ▲ BPA Substation
- ▲ Non-BPA Substation
- ◆ Passive Repeater/Reflector Site
- Microwave Site
- VHF Site

Eugene

- TLM Districts
- Alvey
- Chemawa
- North Bend
- Redmond
- Indian Reservation
- County Boundary





BPA Operations and Maintenance Districts

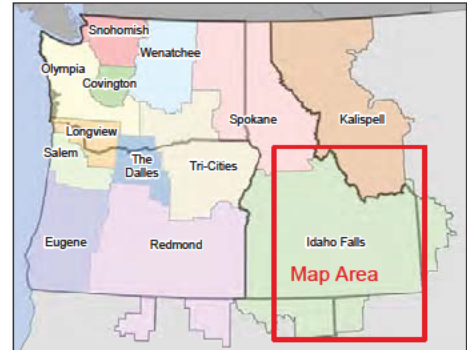
Idaho Falls

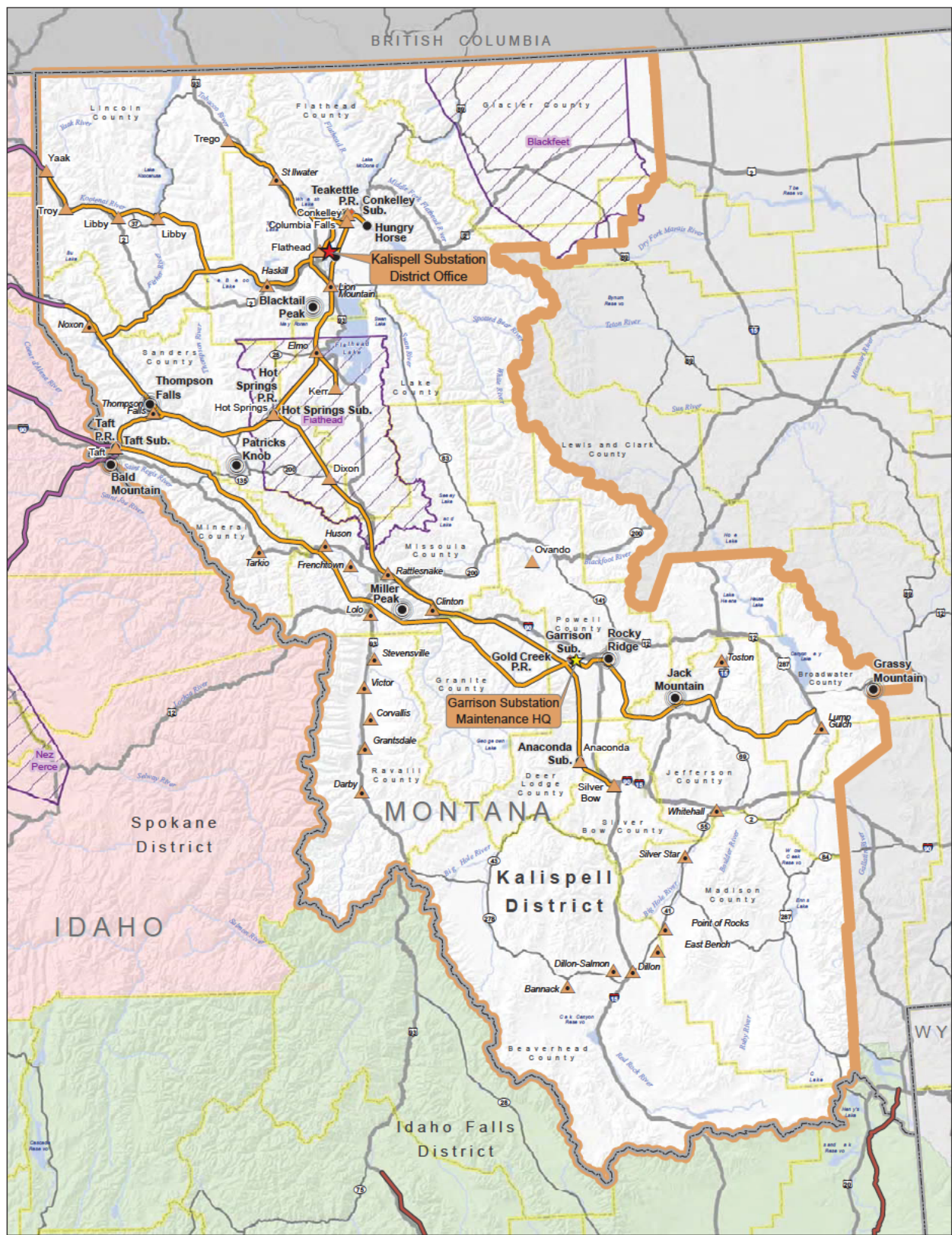
Idaho Falls District Substations

- ★ District Office
- ☆ Maintenance HQ
- ▲ BPA Substation
- ▲ Non-BPA Substation
- ◆ Communication Sites
 - ◆ Passive Repeater/Reflector
 - ◆ Signal Originator/Receiver
 - VHF Site selection

TLM Districts

- ▭ Idaho Falls
- ▭ Indian Reservations
- ▭ County Boundary





BPA Operations and Maintenance Districts

Kalispell District Substations

- ★ District Office
- ★ Maintenance HQ
- ▲ BPA Substation
- ▲ Non-BPA Substation

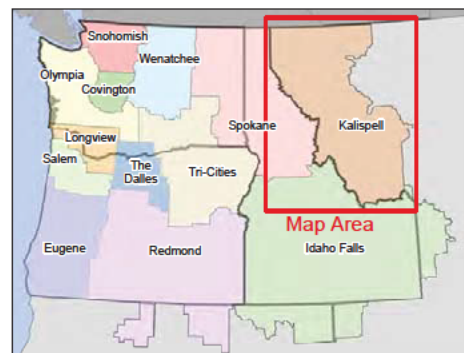
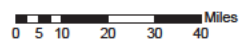
Communication Sites

- ◆ Passive Repeater/Reflector Site
- Microwave Site
- VHF Site

Kalispell

TLM Districts

- Kalispell
- Idaho Falls
- Bell
- Indian Reservations
- County Boundary



BPA Operations and Maintenance and Districts

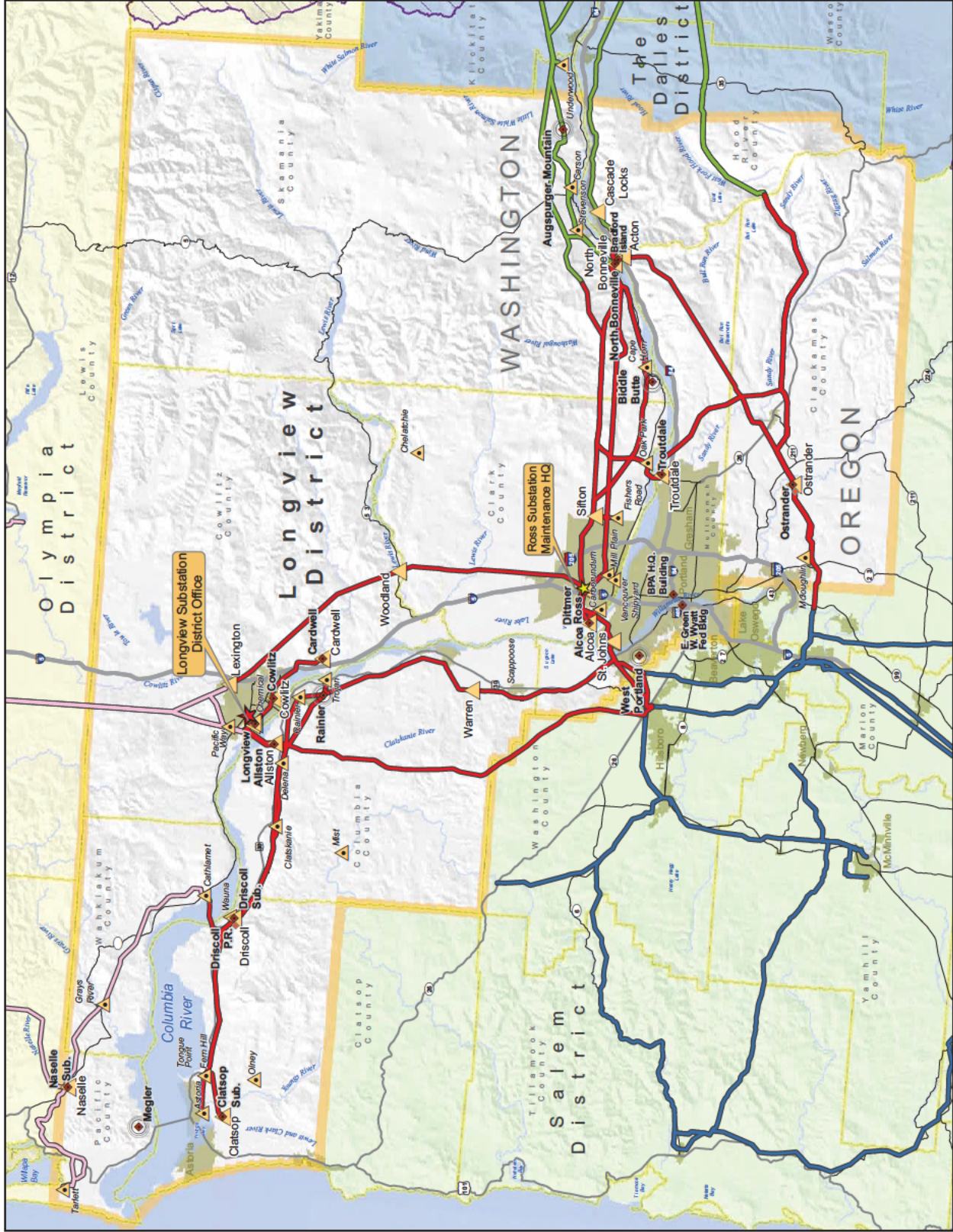
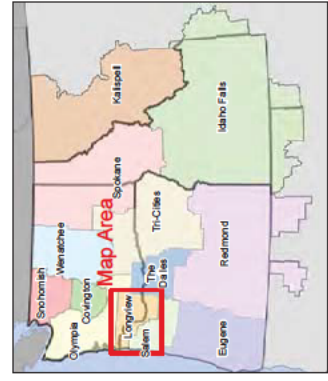
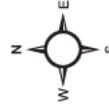
Longview

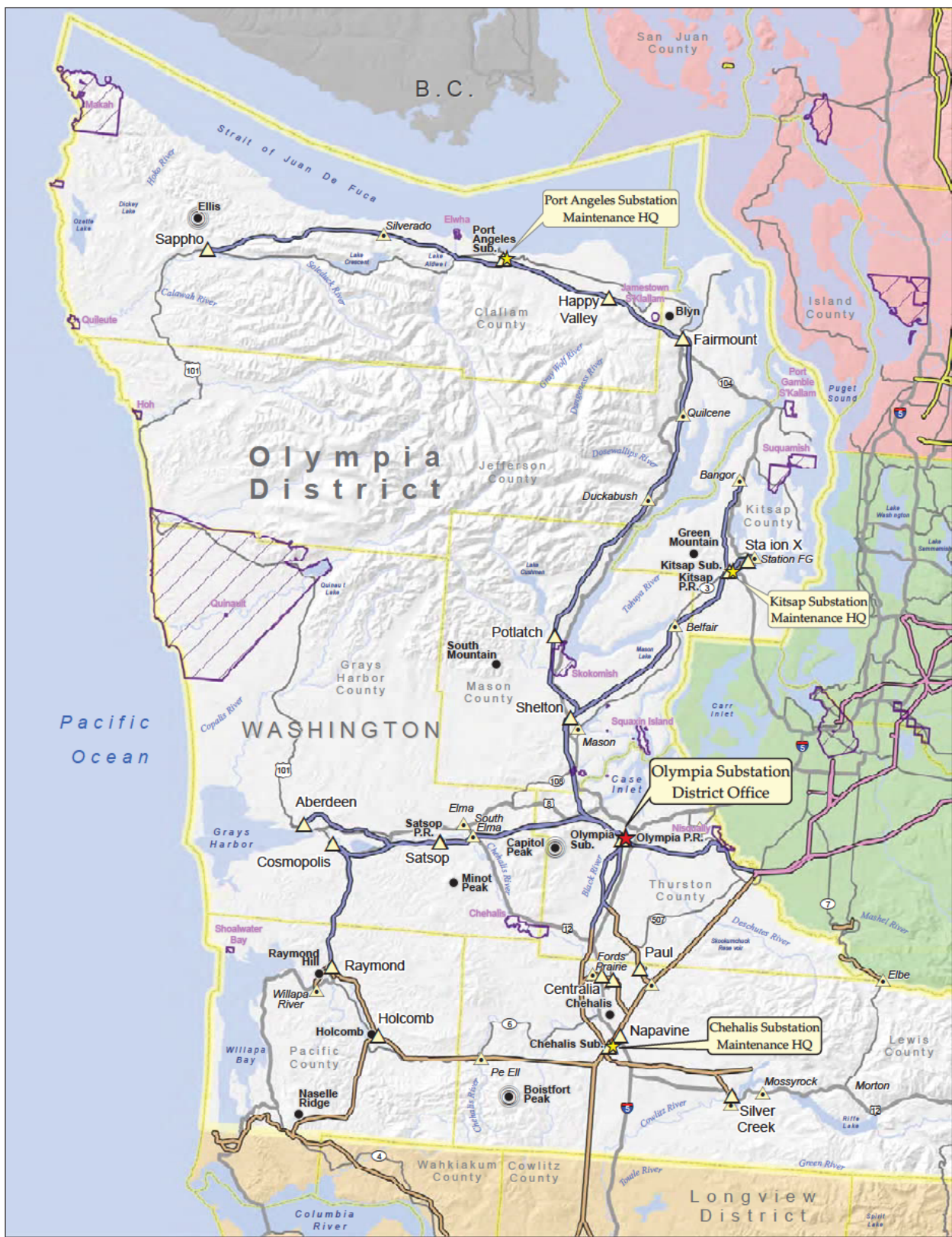
Longview District Substations

- District Office
- Maintenance HQ
- BPA Substation
- Non-BPA Substation
- County Boundary
- Communication Sites
- Passive Repeater/Reflector Site
- Microwave Site
- VHF Site

TLM Districts

- Ross
- Chemawa
- The Dalles
- Chehalis





BPA Operations and Maintenance Districts

Olympia

Olympia District Substations

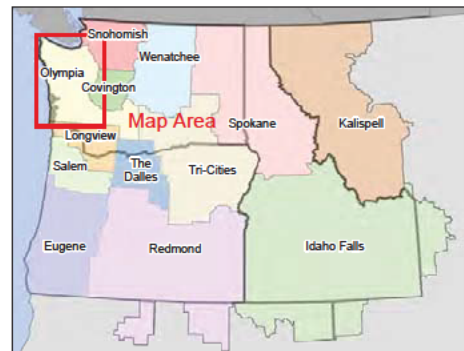
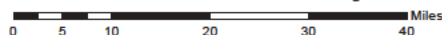
- ★ District Office
- ★ Maintenance HQ
- ▲ BPA Substation
- ▲ Non-BPA Substation

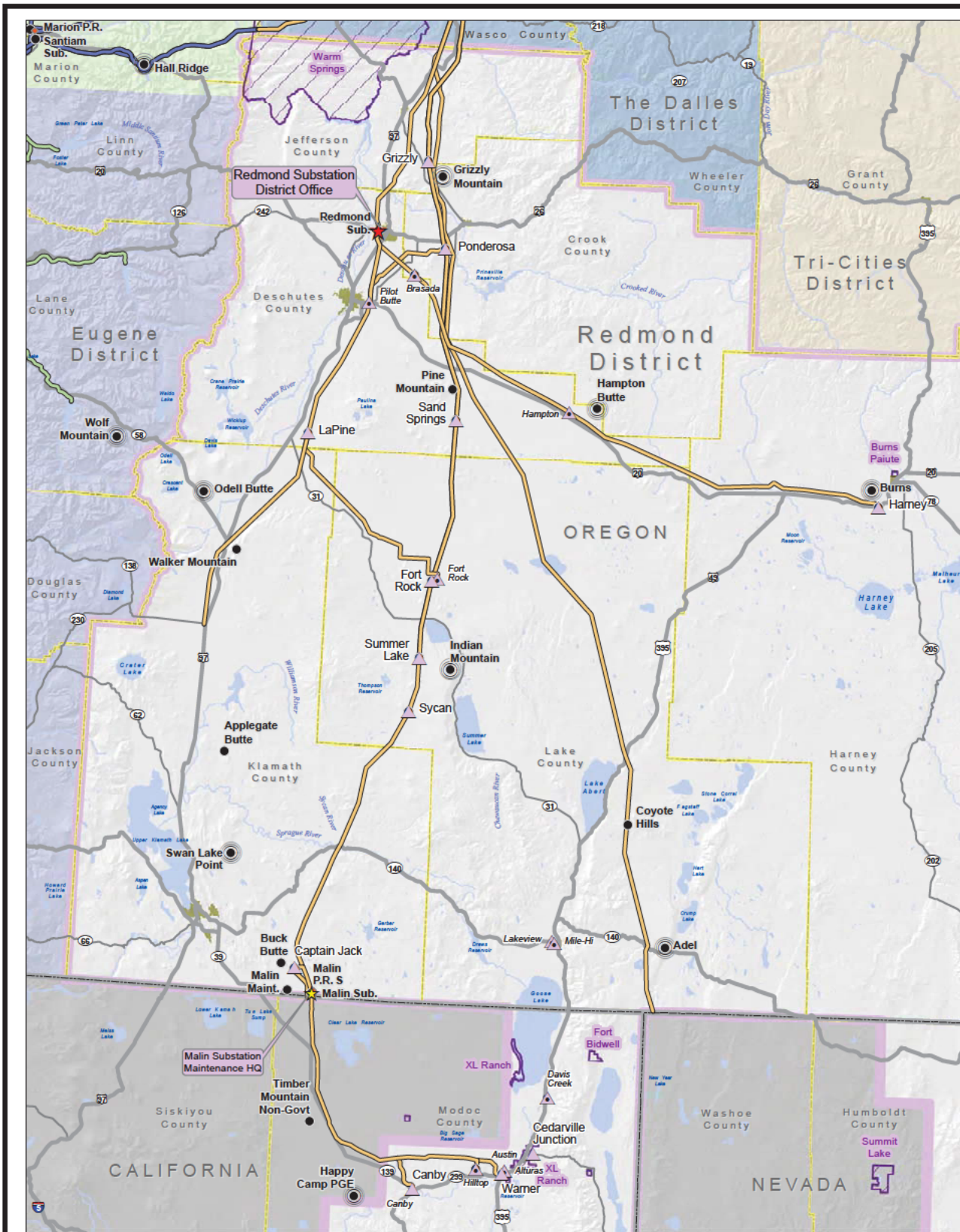
Communication Sites

- ◆ Passive Repeater/Reflector Site
- Microwave Site
- VHF Site selection

TLM Districts

- Olympia
- Chehalis
- Covington
- Snohomish
- Indian Reservations
- County Boundary





BPA Operations and Maintenance Districts

Redmond

Redmond District Substations

- ★ District Office
- ★ Maintenance HQ
- ▲ BPA Substation
- ▲ Non-BPA Substation

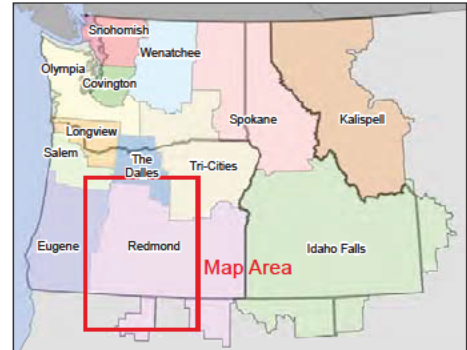
Communication Sites

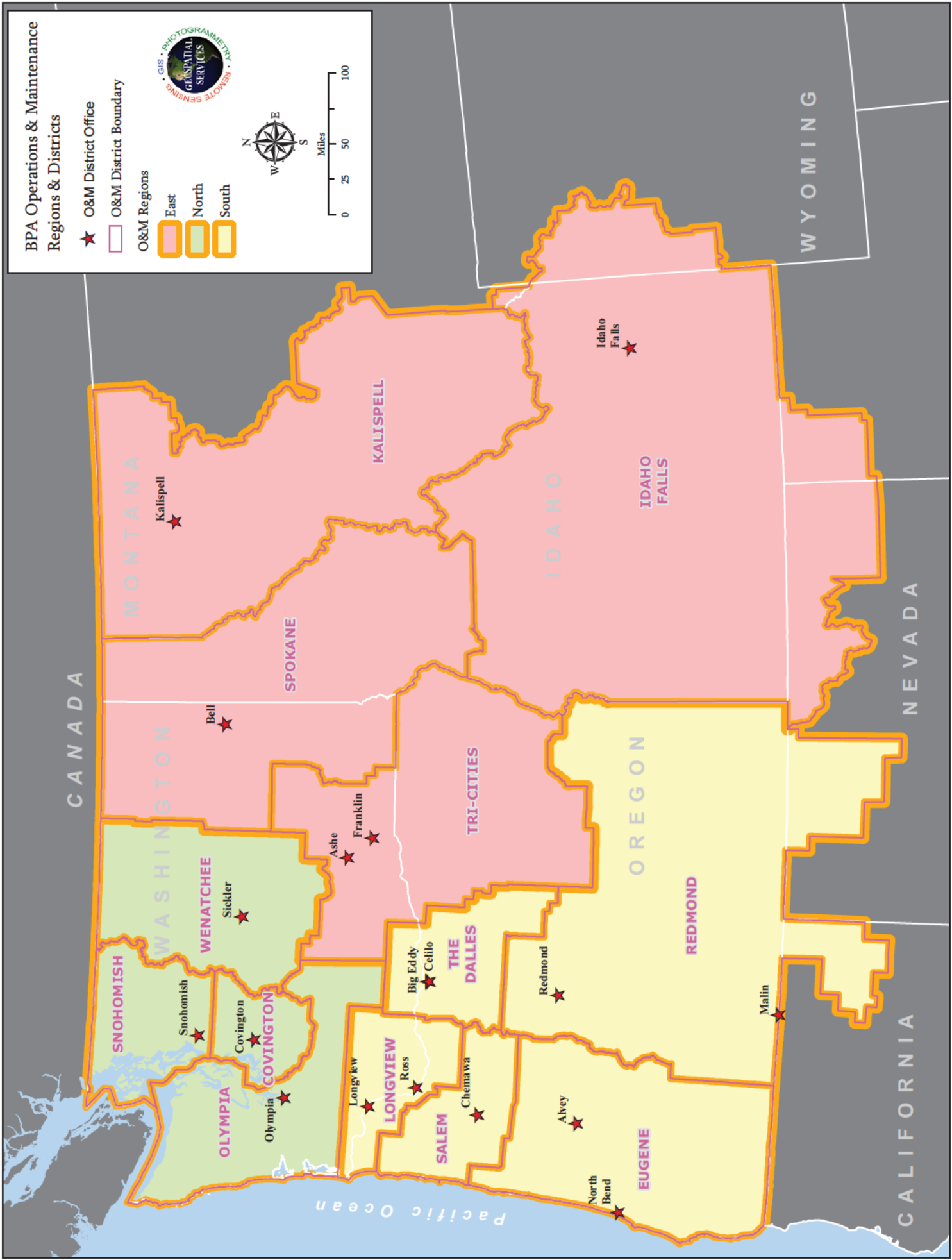
- ◆ Passive Repeater/Reflector Site
- Microwave Site
- VHF Site

TLM Districts

- Redmond
- Alvey
- Chemawa

- Indian Reservations
- County Boundary





CANADA

MONTANA

WASHINGTON

WENATCHEE

OLYMPIA

COVINGTON

Snohomish

Covington

Olympia

LONGVIEW

SALEM

LONGVIEW

THE DALLES

SALEM

Chemawa

Alvey

North Bend

EUGENE

Redmond

REDMOND

Malin

OREGON

TRI-CITIES

Franklin

Ashe

Bell

SPOKANE

KALISPELL

IDAHO FALLS

IDAHO FALLS

IDAHO

Idaho Falls

★

★

WYOMING

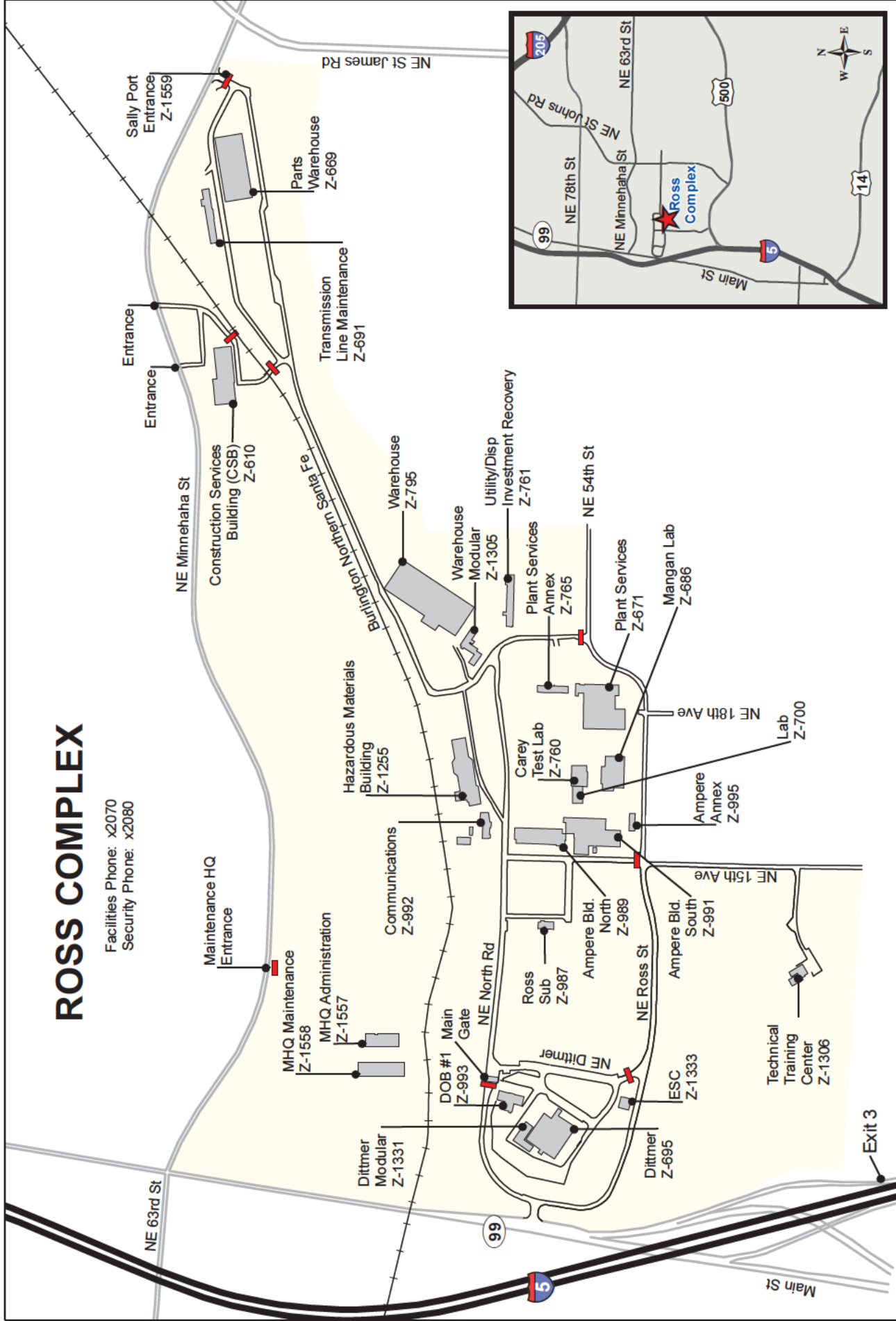
NEVADA

CALIFORNIA

Pacific Ocean

ROSS COMPLEX

Facilities Phone: x2070
Security Phone: x2080



Note: For ease of use, not all buildings are shown.

Physical Addresses

- Ross Complex
5411 NE Hwy 99
Vancouver, WA 98663
- Construction Services (Z-610)
2401 NE Minnehaha St
Vancouver, WA 98665
- Plant Services (Z-671)
18th and Ross St
Vancouver, WA 98663
- Technical Training Center (Z-1306)
5100 NE 15th Ave.
Vancouver, WA 98663
- Maintenance HQ (Z-1558)
1211 NE Minnehaha
Vancouver, WA 98665



Created by Geospatial
Services - TERG GIS
Map Date: 03/19/2018

BPA Operations and Maintenance Districts

Salem

Salem District Substations

- ★ Maintenance HQ
- ▲ BPA Substation
- ▲ BPA Substation

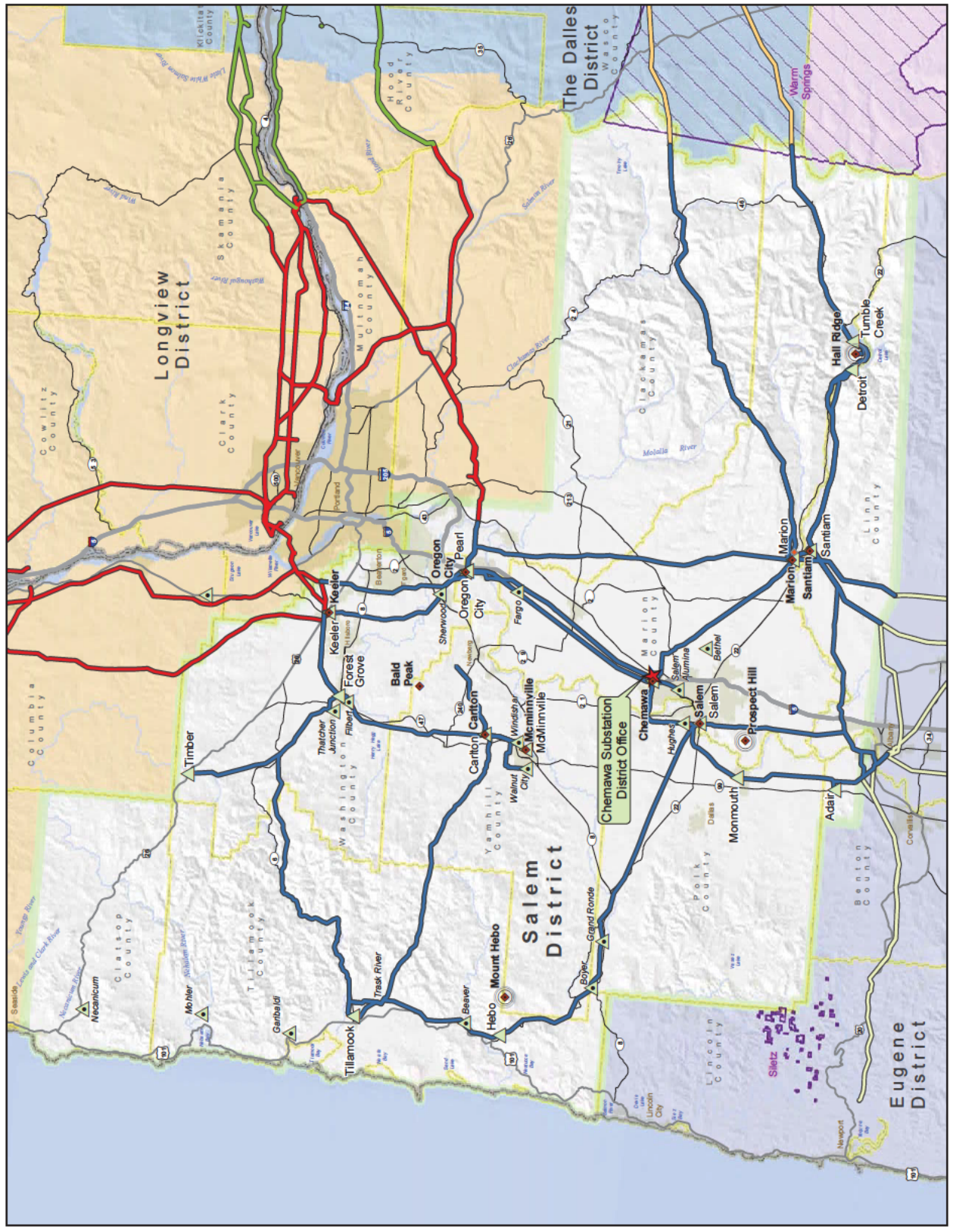
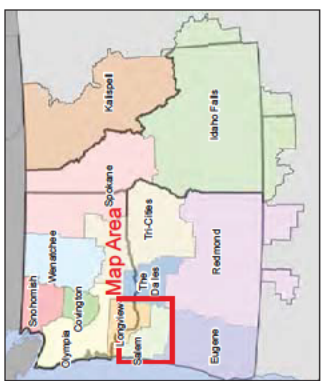
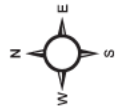
Communication Sites

- ◆ Passive Repeater/Reflector Site
- ◆ Microwave Site
- VHF Site

TLM Districts

- Chemawawa
- Aveley
- Redmond
- The Dalles
- Ross

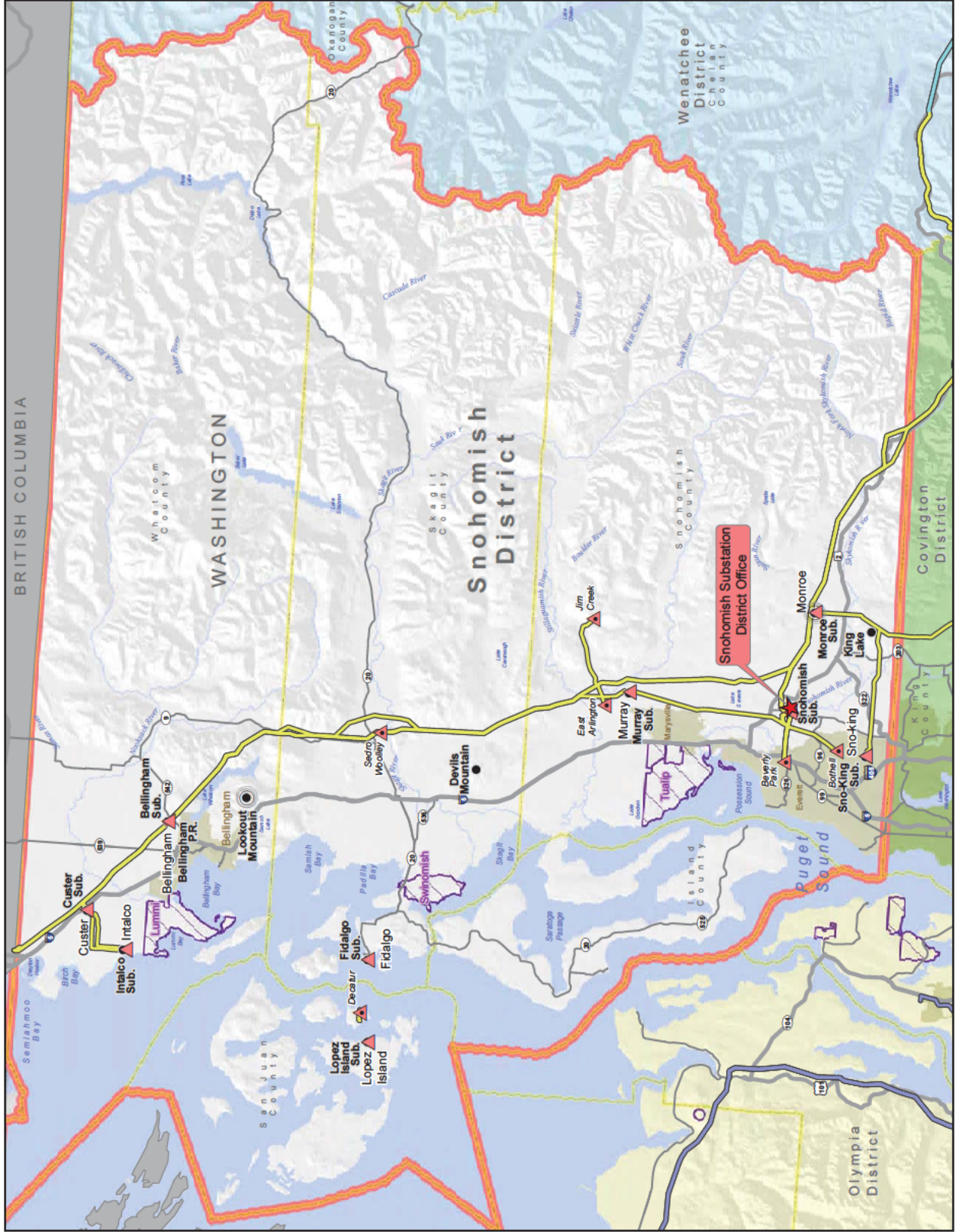
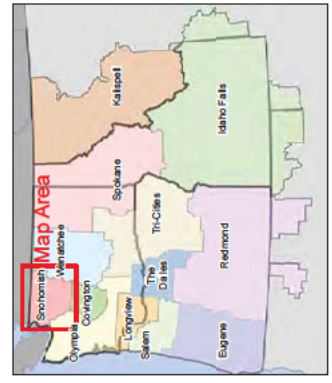
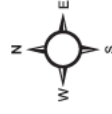
- Indian Reservation
- County Boundary

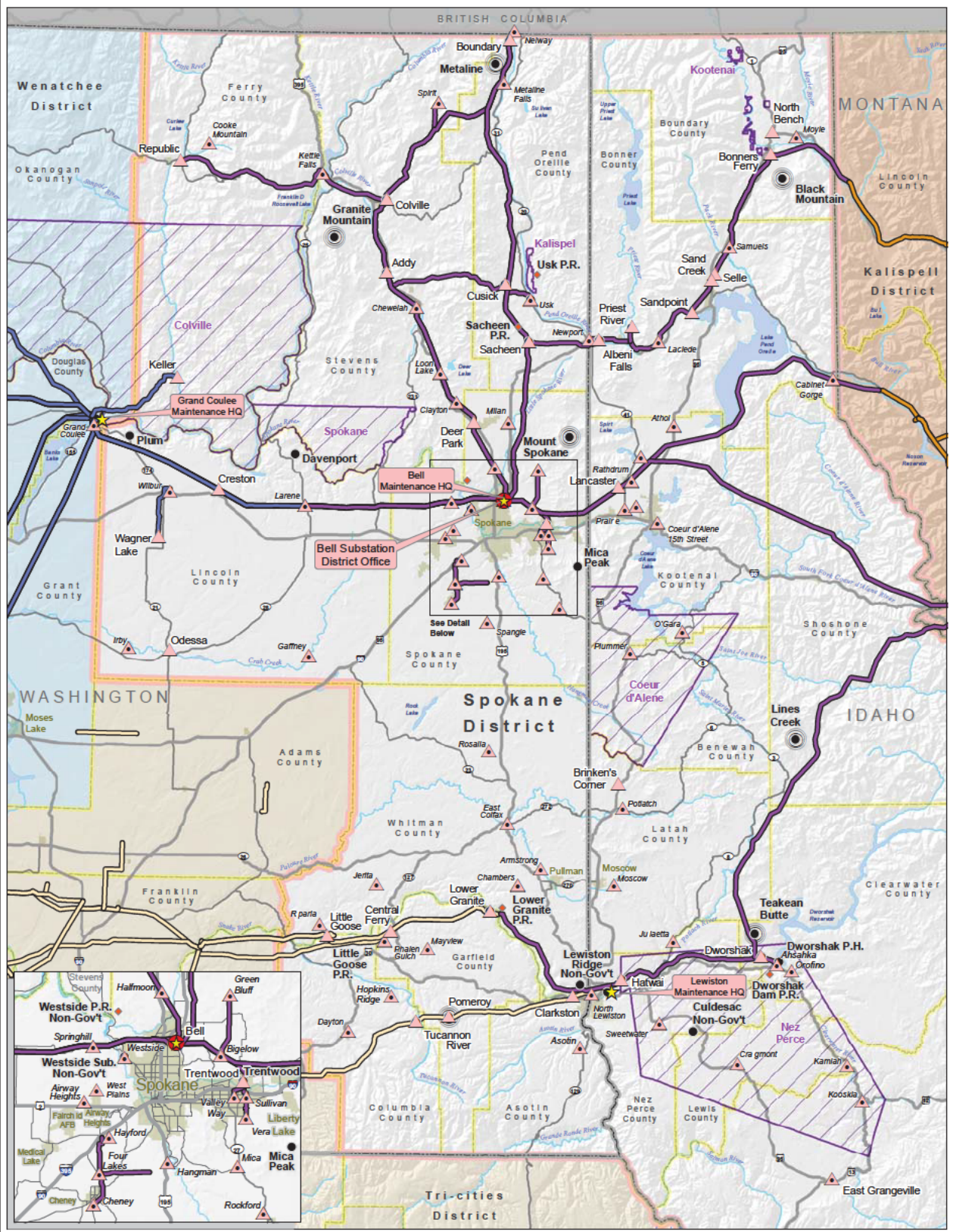


BPA Operations and Maintenance Districts

Snohomish

-  Snohomish District Substations
 -  District Office
 -  BPA Substation
 -  Non-BPA Substation
-  Communication Sites
 -  Passive Repeater/Reflector Site
 -  Microwave Site
 -  VHF Site
-  TLM Districts
 -  Olympia
 -  Snohomish
 -  Ellensburg
-  Indian Reservations
-  County Boundary



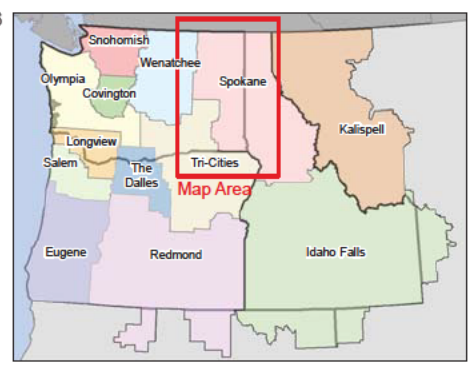


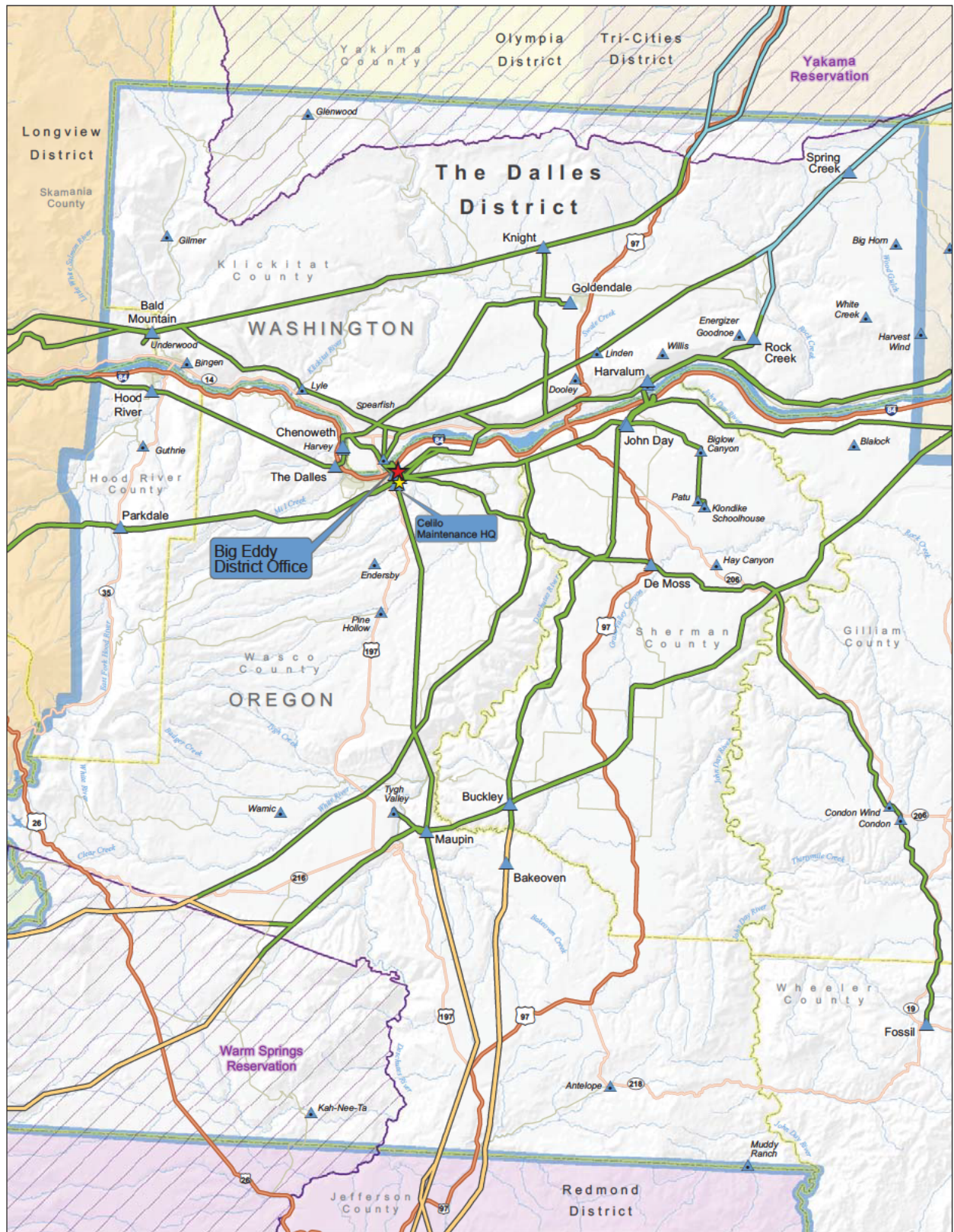
BPA Operations and Maintenance Districts

Spokane

Spokane District Substations	TLM Districts
● District Office	— Bell
★ Maintenance HQ	— Grand Coulee
▲ BPA Substation	— Kalispell
▲ Non-BPA Substation	— Pasco
Communication Sites	— Indian Reservations
◆ Passive Repeater/Reflector Site	— County Boundary
● Microwave Site	
○ VHF Site	

0 5 10 20 30 40 Miles





BPA Operations and Maintenance Districts

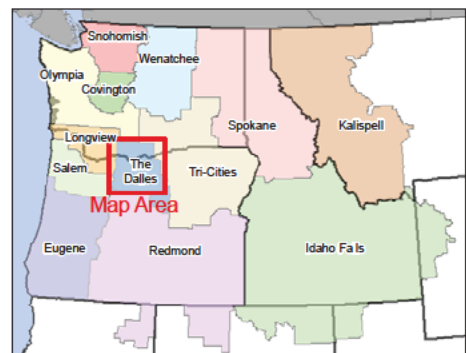
The Dalles

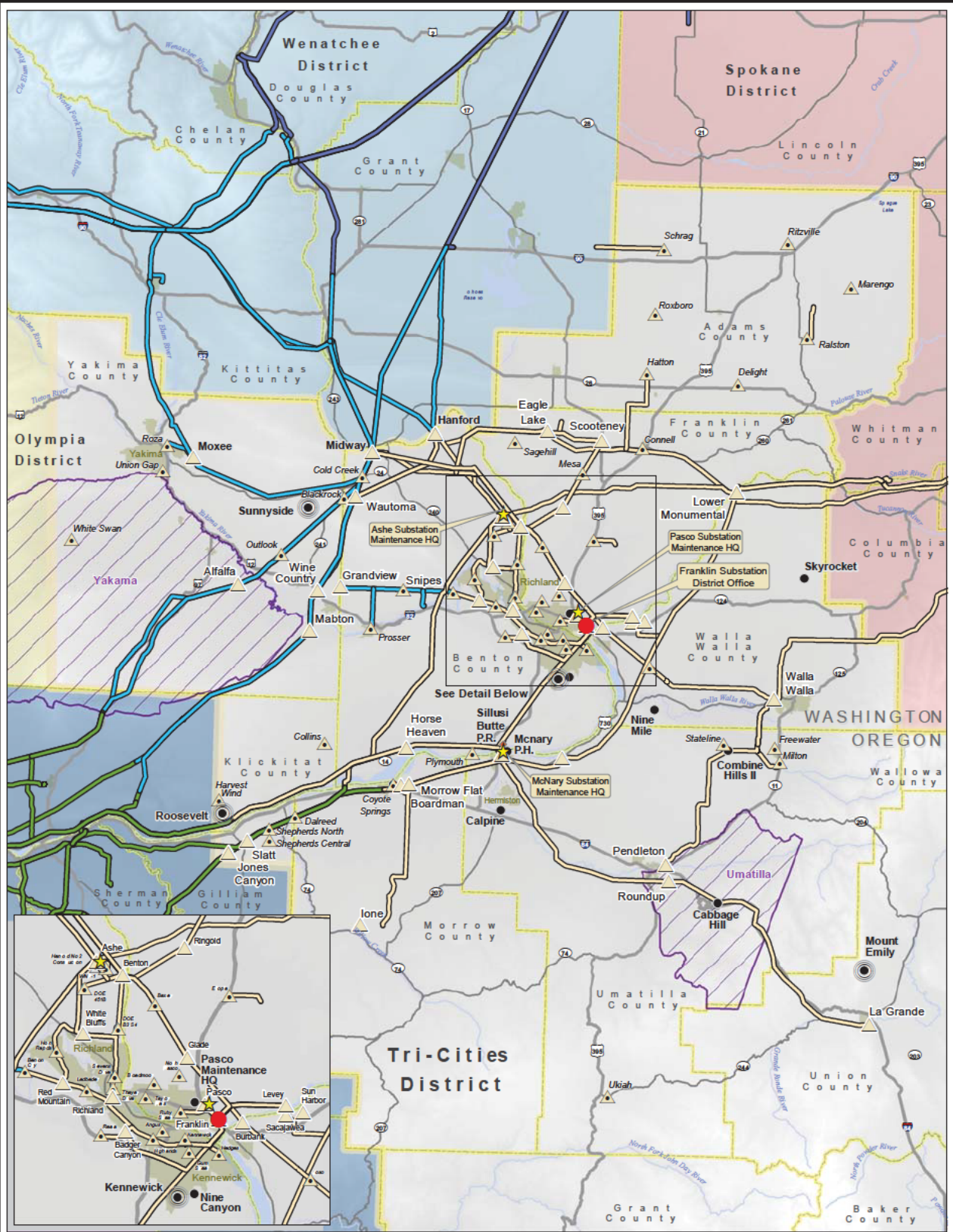
The Dalles District Substations

- ★ District Office
- ★ Maintenance HQ
- ▲ BPA Substation
- ▲ Non-BPA Substation

TLM Districts

- Ellensburg
- Redmond
- The Dalles
- Indian Reservations
- County Boundary

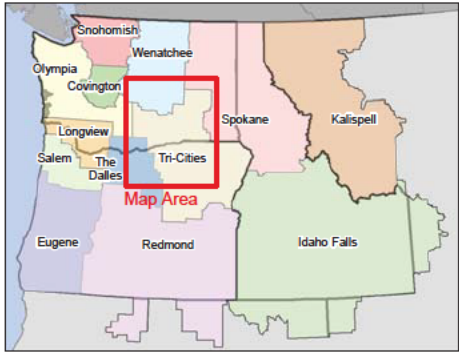
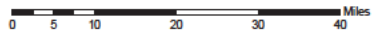


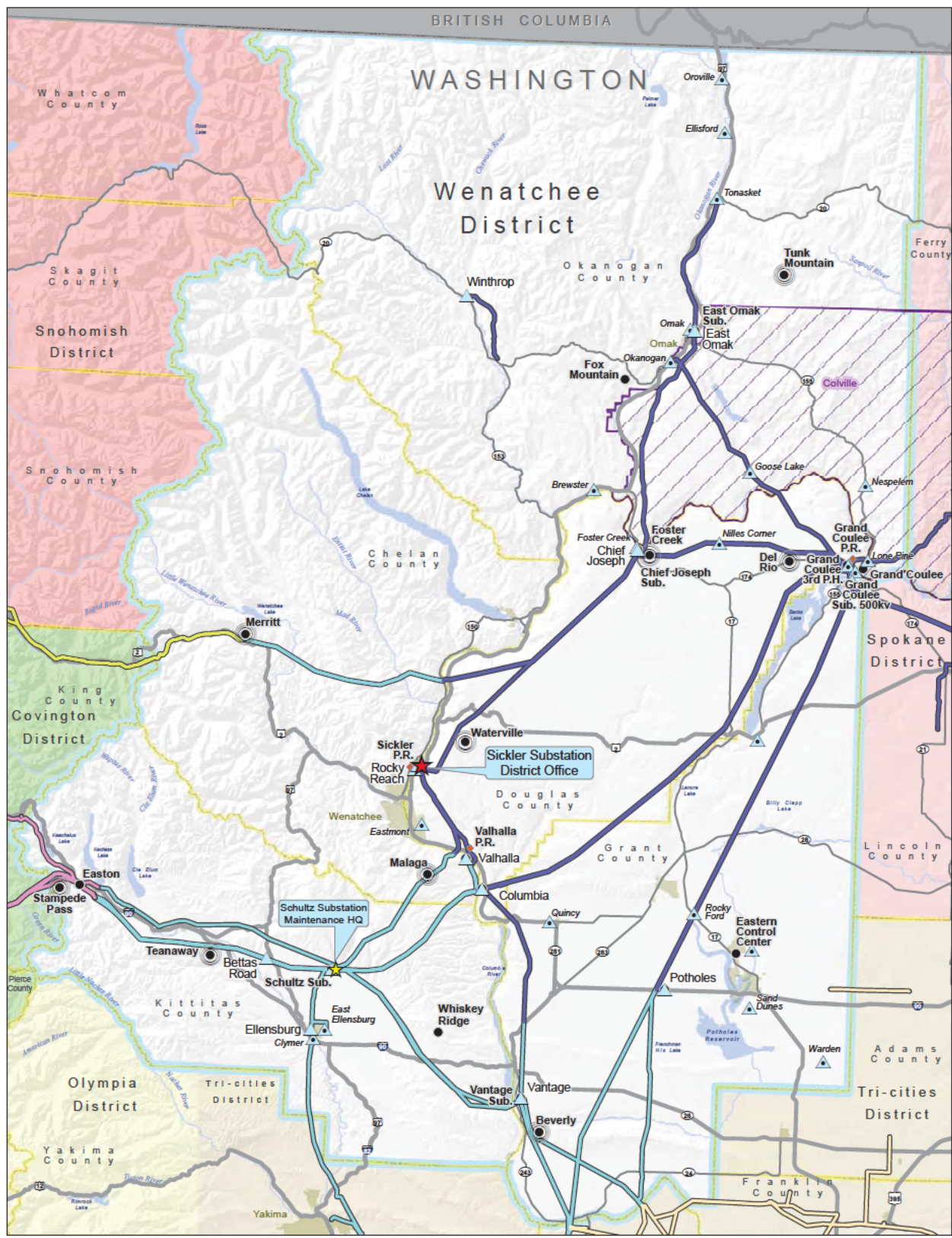


BPA Operations and Maintenance Districts

Tri-Cities

- | | |
|--|----------------------|
| Tri-Cities District Substations | TLM Districts |
| ● District Office | Ellensburg |
| ★ Maintenance HQ | Grand Coulee |
| ▲ BPA Substation | Pasco |
| ▲ Non - BPA Substation | Redmond |
| Communication Sites | The Dalles |
| ◆ Passive Repeater/Reflector Site | Indian Reservations |
| ● Microwave Site | County Boundary |
| ○ VHF Site selection | |





BPA Operations and Maintenance Districts

Wenatchee

Wenatchee District Substations

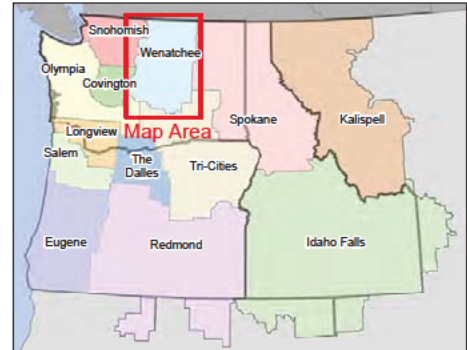
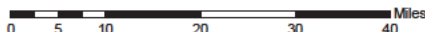
- ★ District Office
- ★ Maintenance HQ
- ▲ BPA Substation
- ▲ Non-BPA Substation

Communication Sites

- ◆ Passive Repeater/Reflector Site
- Microwave Site
- VHF Site selection

TLM Districts

- Ellensburg
- Grand Coulee
- Snohomish
- Covington
- Pasco
- Indian Reservations
- County Boundary



PART 1 - INSTRUCTIONS TO OFFERORS & EVALUATION PROCESS

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EXECUTIVE SUMMARY

BACKGROUND & GOALS

Workplace Services (NW) provides planning, management and governance of facilities asset management, facilities maintenance and operations, space management, printing services, mail services, and office services for the Bonneville Power Administration (BPA).

BPA owns and operates an estimated 2.7 million square feet of facilities valued at over \$1.15 billion across Oregon, Washington, Idaho, Montana, and California. This includes over 1,000 buildings at more than 400 sites that include critical infrastructure, such as control centers and substation control houses, in addition to maintenance shops, administrative offices and warehouses. Workplace Services is also responsible for the GSA-owned BPA Headquarters building, corporate commercially leased spaces, and various non-building assets at each site such as sewer systems, fences, and roads.

Historically, Workplace Services has met its facility related obligations through over a hundred contracts scattered across the region. Through this procurement, however, BPA is taking a different approach with a goal to enhance the overall program through a strategic alliance with a single qualified contractor. The goals of this effort include:

1. Improved cost management
2. O&M program standardization across BPA
3. Centralized facilities operations call center
4. Maintain non-electric facilities below current operating budget at an acceptable level of service
5. Provide execution resources (personnel and funding) to decrease the Facilities Condition Index (CRV/Deferred Mx)

6. Consolidate sustainability and energy efficiency performance targets by prioritizing requirements for execution.
7. Consolidate reporting requirements for regulatory, code, and safety compliance.
8. Benchmarking
9. Standardized operations (service levels and specs).
10. Standardized reporting: KPIs, and performance management.
11. Workgroups focus on core competencies.
12. Leverage contracting mechanisms for project execution.
13. Maximize operating efficiencies (Mx, Time to resolution).
14. Minimize soft costs (Contract Mgmt, Finance transactions).

REFERENCE INFORMATION

The resulting contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract with a base operations and maintenance component (firm-fixed price) and above –base services and construction components (time-and-materials). Due to the relative newness of BPA's foray into this approach and budget sensitivities, this procurement includes four scenarios for pricing. Descriptions are provided under Provision 11-2.

To assist offerors in their responses, information pertaining to baseline operating costs, corrective and preventive maintenance activity and current contracted services is provided in Exhibit A of this document.

INSTRUCTIONS

INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (11-2) (MAR 2018)(BPI 11.12.2.1(B,C))

(a) Submission of Offers.

- (1) Offers shall be valid for a minimum of 120 days from the date offers are due.
- (2) All offers and resultant contracts are subject to the conditions set forth in this solicitation and the Bonneville Purchasing Instructions (BPI). By submission of this offer, the offeror agrees to be bound to the Protest procedures specified in the BPI in BPI 21.3.
- (3) Bonneville may reject late offers. Bonneville reserves the right to not consider proposals from potential offerors other than those solicited by the CO.
- (4) Offerors shall submit their proposals in a timely manner, using an electronic format, as identified in the solicitation cover letter. The CO may disqualify offers which do not include the materials as set forth below, or which fail to adhere to any content restrictions herein.

(b) Required materials. Offerors shall submit the following materials subject to the formatting, content, and restrictions set forth below.

- (1) Business/Pricing Proposal: Offeror shall submit a Business Proposal that shows all price/cost proposed to fulfill the requirements of the solicitation. The Business Proposal shall provide the price/cost information which shall be used to assess whether the price/cost proposed is fair and reasonable. Price/cost shall be addressed only in this Business Proposal section, and in any transition/phase-out proposals if applicable, and nowhere else. The Business/Pricing Proposal, exclusive of the Schedule of Pricing tables, shall be no longer than 10 pages, sized no larger than 8.5x11 inches, with a font size no larger than 12 point, no smaller than 10 point, and shall be in a Portable Document Format (PDF).
 - (i) Completed and signed Request for Offers and Awards (Part 1a, Required Offer Attachments).

- (ii) Completed Representations and Certifications (Part 1a, Required Offer Attachments).
- (iii) The offeror's price/cost proposal shall consist of a completed Schedule of Prices Workbook furnished with this RFO. The Workbook shall be submitted in an unrestricted Excel format.
- (iv) The offeror's price/cost proposal shall also address the following areas:
 - (A) **Schedule of Prices Workbook:** The offeror shall complete the Schedule of Prices Workbook, under tab "Master Sheet" for the IFM services identified in the Statement of Work (PWS), tab "Table 1," and tab "Bathroom Renovation Project." The Master Sheet requires pricing for the four scenarios described below. Offerors are instructed to fill-in the columns labeled "Unit Price," the column labeled "Total Estimated Price" contains Excel formulas and **SHALL NOT** be modified or adjusted. CLINs x020 and x021 are for Above-Base Services, with corresponding estimated funds available for non-construction services (CLIN x020) and construction services (CLIN x021). These are government provided figures and **SHALL NOT** be adjusted or modified. Pricing shall only be provided in whole numbers.

Master Sheet Tab

Scenario All-In As Is (Green): IFM Services for CLINs 0001 – 0017 are included in the base period of the contract and subsequent option periods and are active at contract award. The North, South, and East field regions will transition to the IFM contract according to the quantity identified in the associated CLIN. By the end of the base period (i.e. year 3), all field regions will be fully activated. The required service level is As-Is, in accordance with "Site Specific – Service Profile Workbook: Current Service Levels" furnished with this RFO.

Scenario All-In Standard (Blue): IFM Services are the same as identified in Scenario All-In As Is; however, the required service level is Standard, in accordance "Site Specific – Service Profile Workbook: Standardized Service Levels" furnished with this RFO.

Scenario Optional Field As Is (Orange): IFM services for CLINs 0001 – 0006 begin immediately upon contract award. CLINs 0007 – 0017 are Optional CLINs, which may or may not be exercised during the base period of the contract. The service level standard is As Is, in accordance with "Site Specific – Service Profile Workbook: Current Service Levels" furnished with this RFO. If exercised, the estimated quantities will be revised to reflect actual quantities and price will be calculated using the proposed unit price.

Scenario Optional Field Standard (Purple): IFM services are the same as identified in Scenario Optional Field As Is; however, the required service level is Standard, in accordance with "Site Specific – Service Profile Workbook: Standardized Service Levels" furnished with this RFO. If exercised, the estimated quantities will be revised to reflect actual quantities and price will be calculated using the proposed unit price.

Table 1 Tab

Table 1: Offerors are instructed to provide fully-burdened hourly rates for staff for Above-Base construction and non-construction services. Additionally, offerors shall provide overhead and profit percentages for subcontract above-base services and self-performed above-base services. Columns are provided for each period of the contract through Option Period 2.

Dittmer Restroom Renovation Project Tab

Dittmer Restroom Renovation Project: Offerors are instructed to provide a Firm-Fixed-Price for the project in accordance with the work identified in the Bathroom Renovation Project SOW in Part 4 of the RFO. The price shall be supported with cost detail for labor, materials, other direct costs and OH&P.

- (v) Small Business Subcontracting Plan in accordance with BPI Provision 8-4 Subcontracting Plan Requirement, if applicable. Offeror may use Subcontracting Plan Outline (See 1a, Required Offeror Attachments) to meet this requirement. Offeror shall exclude Above-Base line items from plan.
 - (vi) Conflict of Interest Certification. The offeror shall provide information which describes in a concise manner all relevant facts concerning any potential, past, present or currently planned conflict of interest (financial, contractual, organizational, or otherwise) relating to the work to be performed.
- (2) **Technical/Management (Non-Price/Cost) Proposal:** Offeror shall submit a technical/management proposal that include the following items, which will be evaluated against the non-price/cost evaluation factors identified in the Award Decision clause, Clause 11-3 or Clause 11-4, as applicable, identified in this Attachment 1 to the RFO/RFQ. No reference to specific costs shall be made in the technical proposal.
- (i) Materials addressing offeror's ability to provide the quality and specifications of the products or services as identified in the Performance Work Statement or requirements document. Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor wanted. Additionally, copies of Bonneville provided materials are not needed.
 - (ii) Special Instructions:
 - (A) Technical Approach: Explain your plan to execute the various elements of work required in the PWS and describe proposed strategies and industry best practices you intend to implement during the prescribed performance period. The following is a list of elements the offeror shall address:
 - (1) Base Services: All requirements listed under Section 1.6 of the PWS.
 - (2) Above Base Services: All requirements listed under Section 1.11 of the PWS.
 - (3) General Safety Plan: All requirements listed under Section 16 of the PWS.
 - (4) Dittmer Restroom Renovation Project: Offerors shall submit a proposal for an anticipated task order for a bathroom remodel, as described in RFO Part 5 "PWS Restroom Remodeling Projects." Identify all work plan elements, project schedule, and key personnel in order to perform these elements. The following is a list of elements required:
 - a. Work Plan: Demonstrate a clear understanding of the necessary tasks to complete this project successfully.
 - b. Project Schedule: Provide a detailed timeline of the project. Assume a performance period of 1 May 2020 through 31 May 2020. Substantial completion is scheduled for 22 May 2020 and all closeouts completed by 31 May 2020. Offerors shall submit the project schedule in Microsoft Project or equivalent.
 - (B) Management Approach: Provide offeror's expertise in performing the elements identified below and detailed descriptions of best industry processes and procedures performed by contract staff versus corporate support. Identify all corporate, management, staff and subcontractors required to perform these elements, and how your innovation and expertise will lead BPA towards its goal of being a world class maintenance organization. Offerors shall address the following list of elements:
 - (1) Facilities Operations Call Center (FOCC) - All requirements listed under Section 1.8.1, Lines 1A-C of the PWS.

- (2) Critical Environment Management - All requirements listed under Section 1.8.6 and the equipment master file in Attachment P of the PWS,
 - (3) Performance Management Plan - All requirements listed under Section 4.0 of the PWS.
 - (4) Transition Management Plan - All requirements listed under Section 6.0 of the PWS.
 - (5) Relationship Management Plan - All requirements listed under Section 7.0 of the PWS.
 - (6) Transformation Management Plan - All requirements listed under Section 8.0 of the PWS.
 - (7) Key Personnel and Staffing for Geographically Dispersed Area Management – Define organizational charts for each site covered under a hub and spoke model and describe how the satellite sites will be covered under the self-performed requirement.
- (3) Past Performance. A Past Performance Reference Form is included as an attachment to this RFO/RFQ. Offeror shall identify itself in its transmittal cover letter as:
- (1) Having relevant experience with Bonneville;
 - (2) Having relevant non-Bonneville experience; or
 - (3) Having no relevant experience.

Relevant experience is defined as having more than one year experience within the three years prior to proposal submission.

- (i) Offeror shall send a copy of the Past Performance Reference Form to Offeror's references, instructing the recipient to forward the completed form to the CO at the address identified on the face sheet of the reference form.
- (ii) Offeror shall highlight at least three relevant past performance references identifying the following information:
 - (A) Contract number or similar identifier
 - (B) Type of work performed
 - (C) General size, scope and scale description.
 - (D) Describe relevancy of reference
 - (E) Quality metrics if available
 - (F) General description of how the Offeror successfully delivered services for the client
 - (G) Client contact information, including business name, phone number, e-mail address, and name of the administering contract representative responsible for the contract.
- (iii) No submission is required for firms having no relevant experience. However, in the proposal transmittal letter, the offeror shall attest to the fact that neither the firm nor its principals possess experience relevant to the RFO/RFQ requirements and that no proposal section on Past Performance was included in the proposal submission. See section (c) (4) of this clause for evaluation of offerors without relevant experience.

(c) Evaluation of Offers.

- (1) Evaluation Team. Proposals shall be reviewed by a panel of evaluators, if appropriate, or by the Contracting Officer as the source selection official. Each proposal shall be evaluated in accordance with the evaluation factors as identified in the Award Decision clause, Clause 11-3 or Clause 11-4 as applicable, included in this Attachment 1 to the RFO/RFQ. Bonneville may award a contract on the basis of initial proposals received, without negotiations or any opportunity for oral presentations. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. Note that all scoring by an evaluation team is considered advisory only, and is not binding on the Contracting Officer.

(2) Business Proposal.

- (i) The Price/Cost Proposal shall be evaluated to determine the reasonableness of the offerors' proposed price/cost. The offerors' price/cost proposal shall be evaluated using price analysis as well as cost analysis, if appropriate. See BPI 12.5.2. Cost/price must be reasonable and will not be scored.
- (ii) Where the Business Proposal includes pricing for option years, Bonneville shall evaluate offers for award purposes by adding the total costs for all options to the total costs for the basic requirement. Evaluation of options shall not obligate Bonneville to exercise the options. In evaluating the total year costs, to include base year plus all option years, Bonneville will place more weight on the base year costs due to the uncertainty of award of option years.

(3) Technical Proposal.

- (i) Lowest Price Technically Acceptable. The evaluation factors as identified in the RFO/RFQ are evaluated against the stated minimum standard for acceptability and given a pass/no pass rating. Those offers meeting the minimum standard for acceptability are then evaluated for lowest price. The award shall be made to the offer representing the lowest price technically acceptable offer.
- (ii) Tradeoff. Under a tradeoff procurement, the non-price evaluation factors may be traded for pricing resulting in a best buy for Bonneville which is not the lowest price technically acceptable offer. The CO may award, without a tradeoff analysis, to the lowest price technically acceptable offer under a tradeoff procurement, if after evaluation that offer represents both the lowest evaluated price and the highest technical/management offer.

(4) Past Performance.

- (i) Bonneville focuses on information that demonstrates quality of performance relative to the complexity of the procurement under consideration. The offeror's references will assist Bonneville in collecting this information. Submission of past performance references utilizing the attached Past Performance Reference Form is required. References other than those identified by the offeror may be used by Bonneville. All such information may be used in the evaluation of the offeror's past performance.
- (ii) Bonneville reserves the right not to contact all the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.
- (iii) A firm without a record of relevant past performance and past effectiveness shall not be evaluated favorably or unfavorably for this category.

(d) Selection for Award.

- (1) Award shall be made to the offeror who has submitted an offer which provides the best buy to Bonneville as evaluated in accordance with the basis identified in the Award Decision clause, Clause 11-3 or Clause 11-4 as applicable, included in this Attachment 1 to the RFO/RFQ.
- (2) The Contracting Officer must determine contractor responsibility. If requested, offeror shall provide firm's financial statements (audited preferred) for the last three years. Financial statement shall include the income statement, balance sheet, cash flow statements and any accompanying footnotes if applicable. If financial Statements are not publicly available, contractor shall mark them as confidential information. Reference Clause 17-21, Non-disclosure for RFO.
- (3) Unsuccessful offerors must request a debriefing within three calendar days of receipt of notification of elimination from consideration, or of award notice, per BPI 12.8.3.

SUBCONTRACTING PLAN REQUIREMENT (8-4)
(MAR 2018) (BPI 8.3.4.1(A))

Offerors who are not small businesses as defined in the provision 8-1, Supplier Diversity Award Representation, shall:

- (a) Submit with their offer, either
 - (1) An estimate of the dollar amounts they plan to award to subcontractors who are one of the supplier diversity program categories; or
 - (2) A statement, with supporting reasons, that the nature of the contract does not offer subcontracting possibilities.
- (b) Negotiate a detailed subcontracting plan as described in BPI 8.3 prior to award if the nature of the contract offers subcontracting possibilities. The plan shall provide maximum practicable opportunity for small business, disadvantaged small business, HUBZone small business, veteran-owned small business, disabled veteran-owned small business, and women-owned small business to participate in performance of the contract. The plan will be incorporated into the contract.

BUY AMERICAN ACT NOTICE (9-7)
(MAR 2018) (BPI 9.2.4 (C)(D))

- (a) The Buy American Act (41 U.S.C. § 8301-8305) generally requires that only domestic construction material be used in the performance of this contract (see the clause entitled "Buy American Act - Construction Materials"). This requirement does not apply to the following construction materials:

(None)

- (b) Offers based on the use of other foreign construction material may be acceptable for award if the Government determines that –
 - (1) Comparable domestic construction material in sufficient and reasonably available commercial quantities, and of a satisfactory quality, is unavailable, or
 - (2) Use of comparable domestic construction material is impracticable or would unreasonably increase the cost.
- (c) When an offer is based on the use of one or more other foreign construction materials the offer shall include data clearly demonstrating, for each particular foreign construction material, that the cost thereof, plus 6 percent, is less than the cost of comparable domestic construction material. The cost of construction material shall be computed as including all cost of delivery to the construction site, and the cost of foreign construction material shall also include any applicable duty (whether or not a duty-free entry certificate may be issued).
- (d) For evaluation purposes, Bonneville shall add to the offer 6 percent of the cost of the foreign construction material qualifying under paragraph (c) above.
- (e) When offering other foreign construction material, offerors may also offer, at stated prices, any available comparable domestic construction material, in order to avoid the possibility that failure of a foreign construction material to be acceptable under this provision will cause rejection of the entire offer.

**SITE TOUR (11-6)
(SEP 1998) (BPI 11.13.8.1(A,B))**

Interested offerors should visit the site where the work is to be performed to ascertain the nature and location of services to be performed and the conditions which can affect the services or safe performance or the cost thereof. Failure to do so will not relieve offerors from responsibility for estimating properly the difficulty or cost of successfully performing the services. A formal tour and site visit is scheduled for **31 July 2019 at 9am PDT**. Sites include Bonneville Headquarters, Ross Complex (Dittmer, Ross Facilities Shop, and Ross Maintenance Headquarters), and Chemawa Maintenance Headquarters. Contact the contracting officer identified below to register for this tour no later than Noon on **29 July 2019**. A formal agenda will follow after registration.

Wesley J. Saway, Contracting Officer
905 NE 11th Ave.
Portland, OR 97232
503-230-3985
wjsaway@bpa.gov

EVALUATION

**AWARD DECISION – TRADE-OFF (11-4)
(MAR 2018) (BPI 11.13.4.2)**

- (a) Bonneville is seeking offers that provide the best combination of attributes in order to select the "best buy" offer. Bonneville shall determine which offer represents the best buy based on a tradeoff analysis between price and the evaluation factors identified below.
- (1) Technical Approach
 - (2) Management Approach
 - (3) Past Performance Relevance and Confidence
- (b) In the tradeoff analysis, the combination of all of the above identified non-price evaluation factors are, relative to price:
- (1) Significantly more important than cost or price;
 - (2) Approximately equal to cost or price; or
 - (3) Significantly less important than cost or price.
- (c) Bonneville may conduct a tradeoff analysis and may select other than the lowest price offer.
- (d) Bonneville may award a contract on the basis of initial offers received, without negotiations. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- (e) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer may result in a binding contract without further action by either party.

**TYPE OF CONTRACT (7-1)
(MAR 2018)(BPI 7.2.4)**

Bonneville contemplates award of a Firm-Fixed-Price (FFP) commercial service contract, with ancillary cost-type (Time-and-Material) services for above-base service and construction project, resulting from this solicitation.

**TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS (7-31)
(MAR 2018) (BPI 7.7.2(F)(1))**

Provision applies only to Time-and-Materials or Labor Hour pricing.

- (a) Bonneville contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by –
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

**EVALUATION OF OPTIONS (7-36)
(MAR 2018) (BPI 7.9.8(C))**

Except when it is determined in accordance with 7.8.6(b) not to be in Bonneville's best interests, Bonneville will evaluate offers for award purposes by adding the total price of all pre-priced option periods to the total price of the basic requirement (base period). BPA has sole discretion in selecting the pricing scenario upon which award will be made, e.g., All-In As Is, All-In Standard, Optional Field As Is or Optional Field Standard.. Evaluation of options will not obligate Bonneville to exercise the option(s).

GENERAL

**NONDISCLOSURE FOR RFO (17-21)
(MAR 2018)(BPI 17.6.2.2.2(A))**

- (a) During the term of this Request for Offer (RFO) or Request for Quote (RFQ), Contractor may disclose sensitive or confidential ("Information"), to Bonneville. Information shall mean any information that is owned or controlled by Contractor and not generally available to the public, including but not limited to performance, sales, financial, contractual and marketing information, and ideas, technical data and concepts. It also includes information of third parties in possession of Contractor that Contractor is obligated to maintain in confidence. Information may be in intangible form, such as unrecorded knowledge, ideas or concepts or information communicated orally or by visual observation, or may be embodied in tangible form, such as a document. The term "document" includes written memoranda, drawings, training materials, specifications, notebook entries, photographs, graphic representations, firmware, computer information or software, information communicated by other electronic or magnetic media, or models. All such Information disclosed in written or tangible form shall be marked in a prominent location to indicate that it is the confidential information of the Contractor. Information which is disclosed verbally or visually shall be followed within ten (10) days by a written description of the Information disclosed and sent to Bonneville.
- (b) Bonneville shall hold Contractor's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Bonneville shall give such Information at least such protection as Bonneville gives its own information and data of the same general type, but in no event less than reasonable protection. Bonneville shall not use or make copies of the Contractor's Information for any purpose other than for the purposes of this RFO/RFQ. Bonneville shall not disclose the Contractor's Information to any person other than those of Bonneville's employees, agents, consultants, contractors and subcontractors who have a verifiable need to know in connection with this contract or as required pursuant to the Freedom of Information Act (FOIA). Bonneville shall, by written contract, require each person to whom, or entity to which, it discloses Contractor's Information to give such Information at least such protection as Bonneville itself is required to give such Information under provision. Bonneville's confidentiality obligations hereunder shall not apply to any portion of the Disclosing Party's Information which:
 - (1) has become a matter of public knowledge other than through an act or omission of the Bonneville;

- (2) has been made known to Bonneville by a third party in accordance with such third party's legal rights without any restriction on disclosure;
 - (3) was in the possession of Bonneville prior to the disclosure of such Information by the Contractor and was not acquired directly or indirectly from the other party or any person or entity in a relationship of trust and confidence with the other party with respect to such Information;
 - (4) Bonneville is required by law to disclose, or is subject to FOIA;
 - (5) has been independently developed by Bonneville from information not defined as "Information" in this contract; or
 - (6) is subject to disclosure pursuant to the Freedom of Information Act (FOIA).
- (c) Bonneville shall return or destroy at the Contractor's direction, all Information (including all copies thereof) to the Contractor promptly upon the earlier of either the termination of this RFO/RFQ or the Contractor's written request.

**PROTESTS AGAINST AWARD (21-1)
(MAR 2018)(BPI 21.2.10.1)**

- (a) Interested parties agree that any protest against award will be filed with the Bonneville Head of the Contracting Activity prior to filing with any other forum, pursuant to 16 U.S.C. § 832a(f) and subpart 21.2 of the Bonneville Purchasing Instructions.
- (b) Interested parties who are unable to resolve disagreements informally with the Contracting Officer may send a formal, written protest to the Head of the Contracting Activity. In order to be considered by the Head of the Contracting Activity, a protest based on alleged apparent improprieties in a solicitation shall be received before the closing date for receipt of proposals. In all other cases, protests shall be received no later than 10 calendar days after the basis of protest is known or should have been known, whichever is earlier.
- (c) The protest shall contain: (1) the name and address of the protester, (2) the identity of the contracting officer and the solicitation or contract involved, (3) all facts relevant to and grounds in support of the protest, and (4) a request for a specific ruling by Bonneville. It shall be sent to: Head of the Contracting Activity, Bonneville Power Administration, P. O. Box 3621, Portland, Oregon 97208 (Street Address: 905 N. E. 11th Avenue, Portland, OR 97232).
- (d) For protests filed with the General Accountability Office (GAO), two copies shall be served on the Bonneville by obtaining written and dated acknowledgement of receipt. The copies of the protest and all other materials filed shall be received in the Bonneville CO's office and in the HCA's office, respectively, within one day of filing a protest with the GAO.

**DEBRIEFING REQUEST (12-1)
(JUN 2012)(BPI 12.8.3.2)**

Unsuccessful offerors shall request a debriefing within three (3) calendar days of receipt of notice of contract award.

**PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (10-15)
(OCT 2014)(BPI 10.1.4.3(B))**

An award in the amount of \$10 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$10 million or more) are found by the Office of Federal Contract Compliance Programs, on the basis of a compliance review, to be able to comply with Executive Order 11246.

**CONTRACTOR SAFETY EVALUATION (15-51)
(MAR 2018)**

All firms considered for award will be evaluated for safety past performance through a Bonneville approved contractor safety prequalification subscription service. Contractors shall subscribe to the subscription service and provide the information required to enable Bonneville to evaluate safety and health history. For subscription information, please visit <http://www.bpa.gov/Doing%20Business/Pages/Contractor-Safety.aspx>. The contractor shall have an acceptable safety rating within 45 days of selection for award.

EXHIBIT A – PROCUREMENT INFORMATION

1. Preventative & Corrective Maintenance and Service Requests

Table 1.1 Preventative Maintenance (PM) Task Totals for FY18:

FY 18 - PM Tasks				
Ross	Van Mall	Munro	HQ	Field Sites
5083	40	298	3729	Unknown

Table 1.2 Corrective Maintenance (CM) and Service Request (SR) Totals for FY18:

FY 18 –CM Tasks & Service Requests				
Ross	Van Mall	Munro	HQ	Field Sites
2235	724	57	1885	Unknown

2. Current BPA Service Contracts for Headquarters, Van Mall and the Ross Complex

Location	Proprietary Y/N	Service Contract Title	Vendor	Contract Start Date	Contract End Date	Contract Term	Current Option Year
Ross Complex	N	Ross Complex Elevator Maintenance	Thyssen Krupp Elevator Corporation	6/1/2019	5/30/2020	4	1
Ross Complex	N	Ross Complex And Bpa Hanger Landscaping Services	J S Custom Landscaping Inc	2/1/2016	1/31/2020	4	3
Ross Complex	N	Ross Complex Fire And Life Safety Services	Dts Systems Inc	9/1/2017	8/31/2019	2	1
Ross Complex	N	Crane Maintenance Fy 2018 - Ross Complex	Washington Crane & Hoist Co	6/25/2014	6/24/2019	5	4
Ross Complex	N	Ross Facilities Janitorial Services	Township-United Building Services Llc	12/1/2016	11/30/2019	3	2
Ross Complex	N	Ross General & Critical Facilities Hvac Maintenance & Repairs	Barness Controls Inc	6/1/2016	9/30/2020	4	2
Ross, HQ, Van Mall	N	Document Destruction	Safeguard	5/1/2019	4/30/2020	5	1
BPA Headquarters	N	3 rd Party Elevator Inspections	ATIS Elevator Inspections, LLC	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual No-Load Test Inspection	ATIS Elevator Inspections, LLC	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	5-Year Full Load Test Inspection	ATIS Elevator Inspections, LLC	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Landscape Plant Health Care	Bartlett Tree Experts	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Sprinkler Systems	Basic Fire Systems	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Backflow Prevention Tests	Columbia Cross Connection	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Fall Protection System Inspection / Re-certification – Café Roof	Excalibur & Associates – WA, Inc.	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Indoor Plant Maintenance Program	Foliage Services	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Kitchen Hood Cleaning	HOODZ of Clackamas	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Water Treatment	ITOH2	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	Building Automation	Johnson Controls, Inc.	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	Boiler Maintenance	Johnson Controls, Inc.	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	Chiller Maintenance	Johnson Controls, Inc.	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	3-Year Eddy Current Testing	Johnson Controls, Inc.	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Kitchen Hoods Fire Systems – Ansul	Johnson Controls Fire Protection, LP	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	NFPA 96 12-Year Hydrostatic Testing	Johnson Controls Fire Protection, LP	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Portable Fire Extinguisher Inspection	Johnson Controls Fire Protection, LP	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	6-Year Hydrostatic Testing	Johnson Controls Fire Protection, LP	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	12-Year Hydrostatic Testing	Johnson Controls Fire Protection, LP	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Building Alarm Monitoring	Johnson Controls Security Systems	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Pest Management	Liberty Pest Control	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Fire Door Testing	Metro Overhead Door	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Electrical Inspections	Millennium Power System Services	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	3-Year Electrical Inspection	Millennium Power System Services	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	FM 200 Suppression System	Northwest Fire Suppression	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Training	Northwest Fire Suppression	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Elevator Maintenance	OTIS Elevator Company	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual No-Load Testing	OTIS Elevator Company	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	5-Year Full Load Testing	OTIS Elevator Company	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Electrical Shutdown	Pacific Power	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	10-Year 2500 KV Transformer Inspection	Pacific Power	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	Emergency Generators Maintenance	Peterson Power	6/1/2016	5/31/2019	5	2
BPA Headquarters	Y	3-Year Generator Service	Peterson Power	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Fall Arrest System Inspection / Re-certification – HQ	Pro-Bel	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	10-Year Inspection / Re-Certification	Pro-Bel	6/1/2016	5/31/2019	5	2

Location	Proprietary Y/N	Service Contract Title	Vendor	Contract Start Date	Contract End Date	Contract Term	Current Option Year
BPA Headquarters	N	Window Cleaning	Pro Clean	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Refrigerant Compliance Management Software	Sphera Solutions	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Audio-Visual Equipment Maintenance	Spectrum Systems and Design, Inc. (T&M)	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Annual Pressure Vessel Inspections	State of Oregon (Time & Materials)	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Audio-Visual Maintenance	Think AV (Time & Materials)	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Penthouse Hoist Inspection	US Crain & Hoist	6/1/2016	5/31/2019	5	2
BPA Headquarters	N	Compactor and Baler Maintenance	WESSCO	6/1/2016	5/31/2019	5	2
Critical Facilities Team	Y	UPS & STS Service Contract covering UPS & STS SYSTEMS AT DCC, MCC, HQ, & Z992	Schneider Electric	7/31/2015	7/31/2020	5	3
Critical Facilities Team	Y	Electrical Switchgear Maintenance Contract covering DCC, HQ, Z992	Eaton Corporation	6/1/2015	5/31/2020	5	3
Critical Facilities Team	Y	Dittmer Solar Turbines Contract	Solar Turbines	5/1/2017	4/30/2022	5	2
Critical Facilities Team	Y	Critical Facilities/Ross Facilities Barness HVAC Service Contract	Barness	6/1/2016	9/30/2019	4	3
Munro	N	Janitorial Service	Frontline Housekeeping Plus	7/1/2015	6/30/2020	5	4
Munro	N	Snow Removal Service	D&M Construction	11/1/2016	10/31/2021	5	3
Munro	N	HVAC Service	Integrated Services	11/1/2017	10/31/2022	5	2
Munro	N	Fire Alarm PM Service	Fire Power, Inc.	6/1/2019	5/31/2020	5	1
Munro	N	Automatic Door Systems PM Service	River City Glass, Inc.	6/1/2019	5/31/2020	5	1

3. Baseline Operating Costs

0001 FFP Transition Phase - HQ, Ross & Hangar



Base Period – Year 1: 04/01/2020 - 03/31/2021

Base Operations and Maintenance Services

Baseline Operating Budgets

0002 Facilities Operations Call Center (FOCC)

0002a FFP Government-Furnished

0002b FFP Contractor-Furnished



0003-0005 FFP HQ, Ross & Hanger

\$ 8,896,000

0006 FFP Transition Phase - Field - North Region



0007-0009 FFP North Region

\$ 876,000

0010 FFP Transition Phase - Field - South Region



0011-013 FFP South Region

\$ 1,253,000

0014 FFP Transition Phase - Field - East Region



0015-17 FFP East Region

\$ 824,000

0018 Award Fee - Year 1 of Base Period

0019 Award Fee - Year 2 of Base Period

Total HQ, Ross & Hangar \$ 8,896,000

Total Field \$ 2,953,000

Total \$ 11,849,000

PART 1a – REQUEST FOR OFFERS AND AWARD

BONNEVILLE
POWER ADMINISTRATION

Request for Offers and Award

Return RFO Responses to:
Attn: Wesley Saway, Nssp-4
wisaway@bpa.gov

RFO: 4600
Due Date: 9/06/2019
Due Time: 1700hrs PDT

Issued by:

U.S. Department of Energy
Bonneville Power Administration
PO Box 3621
Portland, OR 97208-3621

Please Direct Inquiries to:

Wesley Saway
Phone: (503) 230-3985
Email: wisaway@bpa.gov

Title: Bonneville Integrated Facilities Management (IFM)

Total Price Scenarios All-In As Is: \$
Total Price Scenarios All-In Standard: \$
Total Price Scenarios Optional Field As Is: \$
Total Price Scenarios Optional Field Standard: \$

Offer Expiration Date:

OFFER

To be completed by Offeror:

Offeror hereby offers to Bonneville Power Administration the services at the prices stated in the attached offer.

Offeror's Name

Signature

Address

Name/Title of Authorized person to sign offer
(Type or print)

State

9 Digit Zip Code

Date Signed

PART 1a – PAST PERFORMANCE REFERENCE FORM

RFO No. 4600

PAST PERFORMANCE REFERENCE FORM

To Whom It May Concern:

The _____ Company is currently responding to the Bonneville Power Administration RFO No. for the procurement of Integrated Facility Maintenance.

Bonneville Power Administration (BPA) places emphasis on past performance as a source selection factor. BPA requires entities responding to its solicitations to identify their clients and request client participation in BPA's evaluation process. Therefore, we are requesting that you provide the following information regarding our performance on the contract identified below. Please complete Sections A-E of this form and return it directly to the address shown below no later than 1700hrs PDT September 6, 2019.

Wesley J. Saway via email @ wjsaway@bpa.gov

By my signature below, I authorize you to respond to any additional inquiries by Bonneville Power Administration regarding our performance on the referenced contract.

(Signature) _____ (Date) _____

(Title) _____

Past Experience

Contract Identifying Information (contract number or name):	
Offeror:	
Project Title & Contract Number:	
Contracting Officer:	Project Manager:
Phone #:	Phone #:
Email Address:	Email Address:
Work Performance Period: _____ to _____	Contract Value: \$ _____
Brief Summary of Statement of Work:	

Past Effectiveness

A. Outcomes vs. Goals:					
Were there measurable performance goals or outcomes associated with this contract? If yes, please describe:	Yes	No			
<i>For the following questions, where applicable, check the adjectival rating which most closely represents your assessment of the contractor's performance: Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory. For any rating below Satisfactory, please explain on the last page under Comments.</i>					
	E	VG	S	M	U
How effective was the contractor in achieving those outcomes? (explain any rating below Satisfactory)					

B. Cost Control (How well did the contractor):			E	VG	S	M	U
Perform all contracted services within the budget?							
Submit complete and accurate financial reports and invoices?							
Did a draft or final audit report disclose questioned or disallowed costs? If yes, indicate: 1. Period covered by audit 2. Disallowed or recommended for disallowance 3. Disallowed costs as a % of audited funds 4. Administrative finding	Yes	No					
Summary Adjectival Rating of Cost Control:							
Comments (Explain any ratings below Satisfactory)							

C. Timeliness of Performance (How well did the contractor):			E	VG	S	M	U
1. Complete contract requirements and submit reports and schedules according to specified time frames?							
2. Respond to technical direction and requests in a timely manner?							
Summary Adjectival Rating of Timeliness of Performance:							
Comments (Explain any ratings below Satisfactory)							

D. Business Relations (To what extent did/was the contractor):			E	VG	S	M	U
1. Pro-active in contract monitoring and review?							
2. Demonstrate a responsive and cooperative working relationship with the Contracting Officer and project staff?							
3. Promptly notify the Contracting Officer of potential problems?							
4. Utilize effective approaches and provide technical expertise and resources to solve contract problems?							
Summary Adjectival Rating of Business Relations:							
Comments (Explain any ratings below Satisfactory)							

E. Customer Satisfaction (To what extent was the contractor):			E	VG	S	M	U
1. Effective in tailoring the program to meet the needs of the customers?							
2. Flexible in operating the program to meet changing program needs and emphasis?							
Summary Adjectival Rating of Business Relations:							
Comments (Explain any ratings below Satisfactory)							

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... -		2. Amendment/Modification Number: BPA- 19 - A - 4600-002	
3. Effective Date: 30 August 2019	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Wesley J. Saway, 503-230-3985, wjsaway@bpa.gov	

A. AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to 1500 hrs 10-Sept-19 is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

B. MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order number as described in item 12.)

CHECK ONE <input type="checkbox"/>	7. This modification is issued pursuant to BPI Part 14, the changes set forth in item 12 are made in the Contract/Order Number in Item 1.
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.
<input type="checkbox"/>	9. Other (specify type of modification and authority):

10. Accounting and Appropriation Data (used for COOP event only):

C. IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this amendment is to answer offeror questions, which are included as an attachment to this signature page.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Krista McCracken	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer KRISTA MCCRACKEN Date: 2019.08.30 09:43:51 -07'00' By: _____ (Signature of Contracting Officer)	15c. Date Signed: 08/30/2019

RFO 4600 Amendment 2
Bonneville IFM Questions & Answers

1. According to the staffing file the BFTE employees will remain with BPA. So for areas where BPA has a Facilities Maintenance Worker like at The Dalles, will this person continue to do maintenance therefore removing the requirement for contractor staff?

GOVERNMENT ANSWER: It is the intent of the contract for the vendor to provide all maintenance capabilities, to include the Field locations, when the field comes onboard as part of the base contract. Until that time the FMWs, both Contractor and Bonneville FTEs, will remain at their assigned locations and do whatever level of maintenance they currently perform for the field locations.

2. Amendment 1 did not provide a CBA for Union/SLMO positions identified in 8. BPA Staffing. Request the CBA(s) applicable to all existing labor Categories/Job Titles?

GOVERNMENT ANSWER: There are no CBAs incorporated into Bonneville SLMO contracts. The staffing agency itself may be subject to a CBA, and pay their employees according to this CBA, but any such CBA is not incorporated into the SLMO contract.

3. Amendment 1 identified 21 Bonneville Full Time Employee – BFTE. Request the Hourly Rates and Benefit information for those positions that would become employees of the offeror.

GOVERNMENT ANSWER: No BFTEs will not be subsumed into the new contract. All BFTEs will continue to be employed by Bonneville and are not part of the contractor's labor solution.

4. Amendment 1 – 8. BPA Staffing - Instruction to Offeror - identifies in Note 1. All BFTE employees will remain as Bonneville Employees. Roles and responsibilities may change over the course of the base period of the contract. Request clarification that the Offeror proposal should not include any costing for positions identified as BFTE employees.

GOVERNMENT ANSWER: See answer to question 3.

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AMENDMENT OF SOLICITATION/MODIFICATION OF
CONTRACT/ORDER**

PAPERWORK REDUCTION ACT BURDEN DISCLOSURE STATEMENT

This data is used to amend a solicitation or modify a contract or order. This form will assist in ensuring all changes are applied appropriately. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching for existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Paperwork Reduction Program (OMB) US Department of Energy, 1000 Independence Ave, SW, Washington, DC 20585-1290; and to the Office of Management & Budget (OMB), OIRA, Paperwork Reduction Project (OMB), Washington, DC 20503.

1. Solicitation/Contract/Order Number: BPA- ... - ... -		2. Amendment/Modification Number: BPA- 19 - A - 4600-03	
3. Effective Date: 4 September 2019	4. Requisition/Purchase Req Number (used for COOP event only):	5. Contract Specialist (Name, Phone, Email): Wesley J. Saway, 503-230-3985, wjsaway@bpa.gov	

A. AMENDMENTS OF SOLICITATIONS

6. The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers, is extended to is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation. If a signature is requested in Item 11, acknowledge this amendment by completing Items 13 and 14 and returning the amendment with your proposal. Failure of your acknowledgment to be received at the place designated for the receipt of proposal prior to the hour and date specified may result in rejection of your proposal. If by virtue of this amendment you desire to change a proposal already submitted, such a change must be received prior to the due date and hour specified in the solicitation.

B. MODIFICATIONS OF CONTRACTS/ORDERS (Modifies the contract/order number as described in item 12.)

<input type="checkbox"/>	7. This modification is issued pursuant to BPI Part 14, the changes set forth in item 12 are made in the Contract/Order Number in Item 1.
<input type="checkbox"/>	8. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, spelling correction, etc.) set forth in item 12 pursuant to the authority of BPI Part 14.
<input type="checkbox"/>	9. Other (specify type of modification and authority):

10. Accounting and Appropriation Data (used for COOP event only):

C. IMPORTANT 11. Contractor is not, is required to sign this document and return via email to the Contract Specialist.

12. Description of Amendment/Modification (Attach additional documentation if needed and state SEE CONTINUATION SHEET.)

The purpose of this amendment is to answer offeror questions, which are included as an attachment to this signature page. Additionally, the Schedule of Prices has been corrected, and a corrected copy is attached with this amendment and shall be used for offeror pricing.

Lastly, Bonneville will not accept further questions as of the effective date of this amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 1 or 2 remain unchanged.

13. Company Name:

14a. Name, Phone and Title of Signer:		15a. Name of Contracting Officer: Wesley J. Saway	
14b. Contractor/Offeror By: _____ (Signature of person authorized to sign)	14c. Date Signed:	15b. Signature of Contracting Officer By: _____ (Signature of Contracting Officer)	15c. Date Signed: 09/04/2019

RFO 4600 Amendment 3
Bonneville IFM Questions & Answers

1. Amendment 1 did not provide the SEIU Local 49 Window Cleaner Agreement identified in EXHIBIT A – CBA-2016-0000 - Section 9. Scale for Window Cleaning. Request the SEIU Local 49 Window Cleaner Agreement be provided.

GOVERNMENT ANSWER: Covered janitorial staff do not perform window cleaning work as defined in Article 13, Section 1 and Article 14, Section 9. The incumbent subcontracts window cleaning work subcontracted annually or as needed. Window cleaners are not a covered classification per Article 2 and Article 13.

2. RFP Section 4 Pricing Model and Incentive Structure (page 213) provides that KPI scoring methodology can be found in PWS Section 4.5. As the RFP does not include a Section 4.5 should the offeror assume that the KPI scoring methodology is within the Award Fee Plan?

GOVERNMENT ANSWER: Yes, the award fee plan contains the KPI methodology.

3. Amendment 1 Instructions to Offerors (page 2), item (b), (1), (iv), (A) Schedule of Prices Workbook identifies that “Total Estimated Price” contains Excel formulas and SHALL NOT be modified or adjusted. Part 1a. Schedule of Prices Workbook Tab– Master Sheet Row 4 – Cell I4 “All-In Standard Unit Price” contains a Formula “D4*G4” that multiplies the Quantity “3” times the All-In As Is Total Estimated Price. Offeror request clarification if the formula is correct?

GOVERNMENT ANSWER: Cell I4 has been corrected to remove the formula. A corrected Schedule of Prices workbook is incorporated into amendment 3.

4. Amendment 1 Instructions to Offerors (page 2), item (b), (1), (iv), (A) Schedule of Prices Workbook identifies that “Pricing shall only be provided in whole numbers”. Offeror request clarification if the requirement is Pricing shall be round to zero “0” decimal places and provide in whole numbers?

GOVERNMENT ANSWER: As stated in the Instructions to Offerors, pricing shall only be provided in whole numbers. A *whole number*, as defined by the New Oxford American Dictionary, is a number without fractions; an integer.